



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

Tuesday, May 25, 2021

Location: ZOOM Teleconference

Work Session at 6:00 PM / Regular Assembly Meeting at 7:00 PM

WORK SESSION (6:00 – 7:00 PM)

a. Work Session: Old Hospital Legacy Planning Discussion

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Ryan Howe
- b. CEREMONIAL MATTERS

2. ROLL CALL

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

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

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

- a.** Minutes of the May 10, 2021 Board of Equalization Meeting
- b.** Minutes of the May 11, 2021 Regular Meeting

7. BOROUGH MANAGER'S REPORT

- a. COVID-19 Update (Verbal at Meeting)
- b.** Economic Development Department Report
- c.** Harbormaster Report May 2021
- d.** Meyers Chuck Report May 2021
- e.** Wrangell Police Department Report - April 2021
- f.** April 2021 Investment Report & Monthly Fee Invoice
- g.** Cruise Ship Report
- h.** Landless Report
- i.** Institute Property Development Report
- j.** Wastewater Treatment 301H Waiver Report

- k. Baler Project Cost Partnerships Request Report
- l. Certified 2021 Property Tax Assessment Roll Report
- m. Water Quality Update (Verbal at Meeting)

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. Appointment to fill the Unexpired Vacancy on the Planning & Zoning Commission

11. PUBLIC HEARING

- a. **ORDINANCE No. 999** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING CHAPTER 20.32 OF THE ZONING CODE TITLED OS DISTRICT-OPEN SPACE/PUBLIC SECTION 20.32.020 CONDITIONAL USES BY ADDING MUNICIPAL FACILITIES AND COMMUNICATION INFRASTRUCTURE AS TWO NEW CONDITIONAL USES
- b. **ORDINANCE No. 1000** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 11A, LOT 11B, AND LOT 10A, BLOCK 5, THIRD AVENUE SUBDIVISION AND LOTS 12-15, BLOCK 5, USS 2127 FROM HOLDING TO OPEN SPACE/PUBLIC
- c. **ORDINANCE No. 1001** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 6.05 OF THE WRANGELL MUNICIPAL CODE TITLE MARIJUANA SECTION 6.05.005 TITLED HOURS OF OPERATION; PENALTY FOR VIOLATIONBY INCREASING THE ALLOWABLE HOURS OF OPERATION

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of FY 2022 Wrangell Public Schools Budget and Local Funding Contribution in the Amount of \$1,300,000
- b. Approval to Repeal Emergency Resolution No. 02-21-1564
- c. **RESOLUTION No. 05-21-1587** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE HARBOR FUND BY TRANSFERRING \$7,780 FROM HARBOR RESERVES TO THE HARBOR FACILITY REPAIRS AND MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR REIMBURSEMENT TO THE MEYERS CHUCK COMMUNITY ASSOCIATION FOR EMERGENCY DOCK REPAIRS
- d. Approval of Amendment No. 1 to the Professional Services Agreement with Ramsey Appraisal Resource in the Amount of \$18,000 for Additional Appraisal Services
- e. **RESOLUTION NO. 05-21-1588** AMENDING THE FY 2021 BUDGET BY TRANSFERRING \$5,000 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND \$13,000 FROM THE RESIDENTIAL CONSTRUCTION FUND RESERVE TO THE RESIDENTIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING THE EXPENDITURE FOR ADDITIONAL APPRAISAL SERVICES

- f. **EMERGENCY ORDINANCE No. 1002** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, and 994 REPEALING EMERGENCY ORDINANCE 995, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES
- g. Approval of Lease Amendment No. 4 Harding Rentals for the COVID-19 Alternate Isolation Site for July-September, 2021 in an Amount Not to Exceed \$60,000
- h. Approval to Pay for Sea Level COVID-19 Testing up to \$70,000 for the 2021 Processing Season

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

15. EXECUTIVE SESSION

- a. **Executive Session:** Litigation Strategy Discussion CBW v. Steve Johnson (1WR-00046-CI)
- b. **Executive Session:** Collective Bargaining Update

16. ADJOURNMENT

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | WS |

Work Session: Old Hospital Legacy Planning

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: None

RECOMMENDATION MOTION:

None. Work session discussion only.

SUMMARY STATEMENT:

The work session will be a discussion only. No supporting documentation is being provided in advance.

**Minutes of the Board of Equalization Meeting
Held on May 10, 2021**

Mayor Prysunka called the Board of Equalization meeting to order at 6:00 p.m., May 11, 2020, held by teleconference with an in-person option.

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

ABSENT: HOWE

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

CONFLICT OF INTEREST

Gilbert declared a potential conflict of interest on the senior citizen property tax exemption item because she belongs to that class. Prysunka stated that he did not see that she received an economic gain over anyone else since this benefit was offered to all eligible senior citizens. There were no objections from the Assembly.

Morrison declared that she also had a potential conflict of interest on the senior citizen property tax exemption. Prysunka stated that he did not see that she received an economic gain over anyone else and this was a general ruling that was made on behalf of all senior citizens. There were no objections from the Assembly.

Powell declared a conflict of interest because he manages a store that receives the fire suppression exemption. Prysunka stated that he did not see a conflict of interest in this instance.

ITEM(s) OF BUSINESS

4a Appeals – Real Property – None.

4b Approval of the Senior Citizen Property Tax Exemptions for the Tax Year 2021 for the Total Assessed Value of \$31,382,300

M/S: Gilbert/Morrison moved to approve the Senior Citizen Property Tax Exemptions for the Tax Year 2021 for the Total Assessed Value of \$31,382,300. Motion approved unanimously by polled vote.

4c Approval of the Disabled Veteran Exemptions for the Tax Year 2021 for the Total Assessed Value of \$598,900

M/S: Powell/Gilbert to approve the Disabled Veteran Property Tax Exemptions, for the tax year 2021, for the total assessed value of \$598,900. Motion approved unanimously by polled vote.

4d Approval of the Fire Suppression Property Tax Exemptions for the Tax Year 2021 for the Total Assessed Value of \$55,212

M/S: Morrison/Dalrymple to approve the Fire Suppression Property Tax Exemptions for the Tax Year 2021 for the Total Assessment Value of \$55,212. Motion approved unanimously by polled vote.

Board of Equalization meeting adjourned at 6:10 p.m.

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Minutes of Regular Assembly Meeting

Held on May 11, 2021

Mayor Prysunka called the Regular Assembly meeting to order at 6:00 p.m., May 11, 2021 by Zoom Teleconference. Assembly Member Gilbert led the pledge of allegiance and the roll was called.

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

ABSENT:

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

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE

Cindy Sweat, KSTK General Manager spoke on the proposed Cell Phone Tower that Verizon is wanting to construct at the Transfer Station; concerned about signal interference; KSTK would like to be held harmless if there were to be interference.

Cody Mills, Alaska Ice Seafoods, Inc., President and CEO, and explained their interest in leasing property in the Wrangell Marine Service Center; gave a background of their company.

Linda Nore and Steve Thomassen were on the line and stated that they would be available to answer any questions that the Assembly should have regarding Items 13d and 13e; urged the Assembly to approve the lease to Alaska Ice Seafoods.

AMENDMENTS TO THE AGENDA

M/S: Powell/Gilbert moved to move Items 13d, e, and f to be before Item 13a. Motion approved unanimously by polled vote.

CONFLICT OF INTEREST

Mayor Prysunka turned the gavel over to Vice-Mayor Gilbert and declared that he had previously declared a conflict of interest on the evaluations for both the Manager and the Clerk since he had previously been involved in an investigation on a complaint by an individual at which the Manager conducted the investigation; also there was an application for recall for the Borough Mayor to which by Charter, the Clerk made the determination on that application; therefore, Prysunka stated that would like to abstain from both the Manager and Clerk evaluation processes. Vice-Mayor Gilbert agreed with his declaration and asked if there were any objections from the Assembly. There were no objections from the Assembly.

CONSENT AGENDA

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

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

BOROUGH MANAGER'S REPORT

Manager Von Bargaen's report was provided.

MAYOR AND ASSEMBLY BUSINESS – None.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING

11a ORDINANCE No. 998 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 1, BRADLEY SUBDIVISION II FROM A CONTRACT ZONE COMMERCIAL TO COMMERCIAL AND FOR LOT D-A, PRUNELLASUBDIVISION FROM OPEN SPACE/PUBLIC TO COMMERCIAL

Mayor Prysunka declared the Public Hearing open on this item. There were no persons to be speak on this item. Prysunka declared the Public Hearing closed and entertained a motion.

M/S: Gilbert/Morrison to approve Ordinance No. 998. Motion approved unanimously by polled vote.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13d Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock, Lot 1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods

M/S: Gilbert/Courson to Approval the Assignment of Wrangell Marine Service Center Mill Dock Lot #1 from Steve Thomassen, dba Crab Alaska, LLC to Alaska Ice Seafoods, Inc. dba Fathom Seafoods.

Cody Mills, President and CEO of Alaska Ice Seafoods, Inc., explained the plan for what the company wanted to do in Wrangell.

Motion approved unanimously by polled vote.

13e Approval of First Modification to Leased Mill Dock, Lot 1 in the Wrangell Marine Service Center to Modify the Lot Size Square Footage from 5,140 to 7,460, and Increase the Monthly Lease Amount from \$411.20 to \$596.80 Plus Tax, requested by Alaska Ice Seafoods, Inc. dba Fathom Seafoods

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

In response to Prysunka on what the plan was for the expansion, in relation to growth, Mr. Mills stated that the hope was to come back and ask for more square footage, depending on the need.

Motion approved unanimously by polled vote.

13f Approval to Lease Mill Dock, Lot 2 in the Wrangell Marine Service Center with Dustin Phillips, dba Sumner Strait Seafoods

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

In response to Mr. Phillips' question on when the lease amount might change, Von Bargaen stated that probably in the next six months.

Motion approved unanimously by polled vote.

13a Approval of the Repeal of Ordinance No. 996 Related to Intrastate Travel Testing Mandate

M/S: Powell/Morrison to Approve the Repealing of Ordinance No. 996. Motion approved unanimously by polled vote.

13b ORDINANCE No. 999 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING CHAPTER 20.32 OF THE ZONING CODE TITLED OS DISTRICT-OPEN SPACE/PUBLIC SECTION 20.32.020 CONDITIONAL USES BY ADDING MUNICIPAL FACILITIES AND COMMUNICATION INFRASTRUCTURE AS TWO NEW CONDITIONAL USES

M/S: Powel/Dalrymple to Approve First Reading of Ordinance No. 999 and Move to a Second Reading with a Public Hearing to be held on May 25, 2021. Motion approved unanimously by polled vote.

13c ORDINANCE No. 1000 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOT 11A, LOT 11B, AND LOT 10A, BLOCK 5, THIRD AVENUE SUBDIVISION AND LOTS 12-15, BLOCK 5, USS 2127 FROM HOLDING TO OPEN SPACE/PUBLIC

M/S: Powell/Morrison to Approve First Reading of Ordinance No. 1000 and Move to a Second Reading with a Public Hearing to be held on May 25, 2021. Motion approved unanimously by polled vote.

13g ORDINANCE No. 1001 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING CHAPTER 6.05 OF THE WRANGELL MUNICIPAL CODE TITLED MARIJUANA SECTION 6.05.005 TITLED HOURS OF OPERATION; PENALTY FOR VIOLATION BY INCREASING THE ALLOWABLE HOURS OF OPERATION

M/S: Powell/Dalrymple to Approve First Reading of Ordinance No. 1001 and Move to a Second Reading with a Public Hearing to be held on May 25, 2021. Motion approved unanimously by polled vote.

13h RESOLUTION NO. 05-21-1584 AMENDING THE FY 2021 BUDGET IN THE HOSPITAL LEGACY FUND TRANSFERRING \$21,125 FROM HOSPITAL LEGACY FUND RESERVES TO THE HOSPITAL LEGACY FUND OPERATING BUDGET AND AUTHORIZING EXPENDITURES

M/S: Morrison/Courson to Approve Resolution No. 05-21-1584.

Powell questioned what we are doing with the building; concerned that we are taking money out of our budget to maintain the building.

Von Bargaen stated that that discussion will need to happen in a Work Session; lots of discussion and decisions to make.

Motion approved with Morrison, Courson, Dalrymple, Howe, Gilbert, and Prysunka voting yes; Powell voted no.

13i RESOLUTION NO. 05-21-1585 AMENDING THE FY 2021 BUDGET IN THE WASTEWATER FUND BY TRANSFERRING \$3,600 FROM WASTEWATER FUND RESERVES TO THE WASTEWATER COLLECTION SYSTEM MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR WASTEWATER COLLECTION SYSTEM PUMP STATION BACTERIAL BLOCK PILOT STUDY

M/S: Powell/Gilbert to Approve Resolution No. 05-21-1585. Motion approved unanimously by polled vote.

13j RESOLUTION NO. 05-21-1586 AMENDING THE FY 2021 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY TRANSFERRING \$9,425 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR ADDITIONAL AERIAL IMAGERY

M/S: Powell/Courson to Approve Resolution No. 05-21-1586.

Von Bargaen stated that this additional funding would accommodate the aerial imagery for area three; area three was not originally part of the scope of work; the last imagery for that area had been done in 2002, so it needs to be done.

Motion approved unanimously by polled vote.

13k Approval of a Sole Source Procurement in Conformance with Section 5.10.050 (I) of the Wrangell Municipal Code from Elevate UAS for Aerial and LiDAR Imagery in the amount of \$33,519

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

Von Bargaen stated that this was being brought to them because the original amount for the aerial imagery was within her spending authority and now with the additional scope of work, the total amount of the agreement was outside of her spending authority.

Motion approved unanimously by polled vote.

13l Approval of a Professional Services Agreement with PND Engineers in the Amount of \$69,542 for the Non-Motorized Transportation System Project Scoping

M/S: Gilbert/Morrison Approve a Professional Services Agreement with PND Engineers in the Amount of \$69,542 for the Non-Motorized Transportation System Scoping Project.

Amber Al-Haddad, Capital Facilities Director explained the need for this project and outlined for the Assembly, the costs and options surrounding the FLAP grant.

Motion approved unanimously by polled vote.

13m Approval of Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Reservoir Bypass Project in the Amount of \$68,607

M/S: Morrison/Powell Move to approve Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Reservoir Bypass Project in the amount of \$68,607. Motion approved unanimously by polled vote.

ATTORNEY'S FILE

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

EXECUTIVE SESSION

Mayor Prysunka turned the gavel over to Vice-Mayor Gilbert.

- a. Executive Session: Borough Clerk's Annual Evaluation**
- b. Executive Session: Borough Manager's Annual Evaluation**

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

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

Gilbert explained that the Assembly would first go into Executive Session without the Manager or Clerk. Once the Assembly was ready, they would call the Clerk and Manager into the Executive Session separately.

Regular meeting recessed into Executive Session at 7:35 p.m.; Prysunka did not rejoin the meeting. Regular meeting reconvened back into Regular Session at 10:00 p.m.

Regular Assembly meeting adjourned at 10:00 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

MEMORANDUM

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

FROM: CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Economic Development Department

DATE: May 25, 2021

Economic Development:**Southeast Alaska COVID-19 Study:**

Wrangell was selected, along with Skagway, Hoonah and Angoon, to participate in a joint UAS/USFS research project to understand the effects of the COVID-19 pandemic on tourism and implications for rural Southeast Alaska communities. The goals of the one-year study (which began in October) are to (1) explore the social and economic effects of COVID-19 on the Southeast Alaska region in general and focusing on four communities (boroughs/cities) with varying degrees of engagement with the tourism economy; (2) develop an understanding of how communities have adapted to these changes through policy, programs, initiatives, or governance structures; and (3) report out to the communities about the findings. A focus group with Wrangell businesses was held in early March. A survey is now out seeking responses on economic impacts to families from the loss of the summer tourism season.

FEMA Port Security Grant Program:

Staff submitted a grant application for \$567,505 which is the remainder of the funds necessary to install all 40 security cameras in all port facilities.

RAISE Grant (formerly BUILD):

Last year an application was made for the design of Inner Harbor. This is a national competition with funding limits per state. Last year all funds for Alaska went to the Anchorage Airport. Staff plans to resubmit the application with relevant changes and reapply.

Economic Impact Summary:

Rain Coast Data provided us with a snapshot of impacts from April – September 2020 compared to same time period in 2019. Most of the data in the summary is from the State Department of Labor. The end of the report provides an overview highlight of Southeast Conference's Annual Business Climate Survey. (Report Attached)

Planning and Zoning:**Former Junkyard (Byford) Subdivision:**

The surveyors are finalizing the preliminary plat based on the response of the adjacent landowner's interest to purchase those portions behind their properties, and staff comments. The Planning and Zoning Commission will be having a Special meeting on June 1 to propose a zone change for the property from Light Industrial to Rural Residential 1 and an amendment to the Rural Residential 1 Conditional Uses to allow condominiums.

Former 6 Mile Mill Site:

Owner Betty Buhler is working on a 24-lot Industrial/Waterfront Development zoned subdivision of the former mill site. They are considering extending the City water to the site rather than construct an onsite water system. All roads, water, sewer and electrical will be privately owned and maintained. The Planning and Zoning Commission has approved a preliminary plat. The owner is still working through the utility design and some of the land access issues between the filled leased tidelands and the filled upland areas.

Institute Property:

See separate report on the agenda.

Tourism:**Website Development:**

Spawn has been developing the basis of the website and began training staff to upload pages and information. The website is expected to be completed in early June and revealed formerly with the Brand Launch.

Branding:

CVB is working on the launch of the new visitor brand, trying to coordinate the new look with a new website and marketing materials. Expected roll out is early June.

Cruise Ships:

CDC guidelines are in the process of being modified to potentially accommodate some larger cruise ships to Alaska, assuming the issue with Canada can be resolved. As of Thursday 5/20/21, both the House and the Senate have approved the Alaska Tourism Recovery Act which provides a waiver to the PVSA to allow ships to bypass a Canada port stop. This was successfully obtained by Senators Murkowski and Sullivan. Norwegian Cruise Line has already added Alaska onto their itinerary for one of their ships for August. Still details to work out with CDC. American Cruise Line and Alaska Dream Cruises (ADC) have provided a copy of their safety and health plans. ADC is requiring all crew and passengers to be vaccinated. American Cruise Line has the same requirement through end of June and will then reevaluate.

On Friday May 21, staff will be meeting with the tour operators in the annual Pre-season meeting to discuss needs, issues, dock and summer float traffic and requirements.

COVID-Safe Travel and Marketing Grant:

The State issued a grant opportunity for tourism related marketing organizations that had a one-week application period. The grant was for marketing in June and July to come to Alaska this summer. The grant was however, only for non-profit organizations, and the Wrangell Convention and Visitor Bureau is a City Committee. I reached out to the Wrangell Chamber of Commerce and to Alaska Bearfest to see if either organization would partner with the Wrangell Convention and Visitor Bureau. I worked with Alaska Bearfest to get a grant application submitted for marketing Wrangell. I was also part of an application that Southeast Conference put together to work cooperatively with Southeast Alaska Tourism Council (SATC) for regional marketing. Award notifications should be out end of this week or early next week.

Rain Coast Data Technical Memo

May 2020

Economic Impact Summary of COVID-19 on Wrangell

| | |
|--|----------|
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| The Impacts of COVID-19 on Jobs and Wages..... | 1 |
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Lost Jobs and Wages in Wrangell

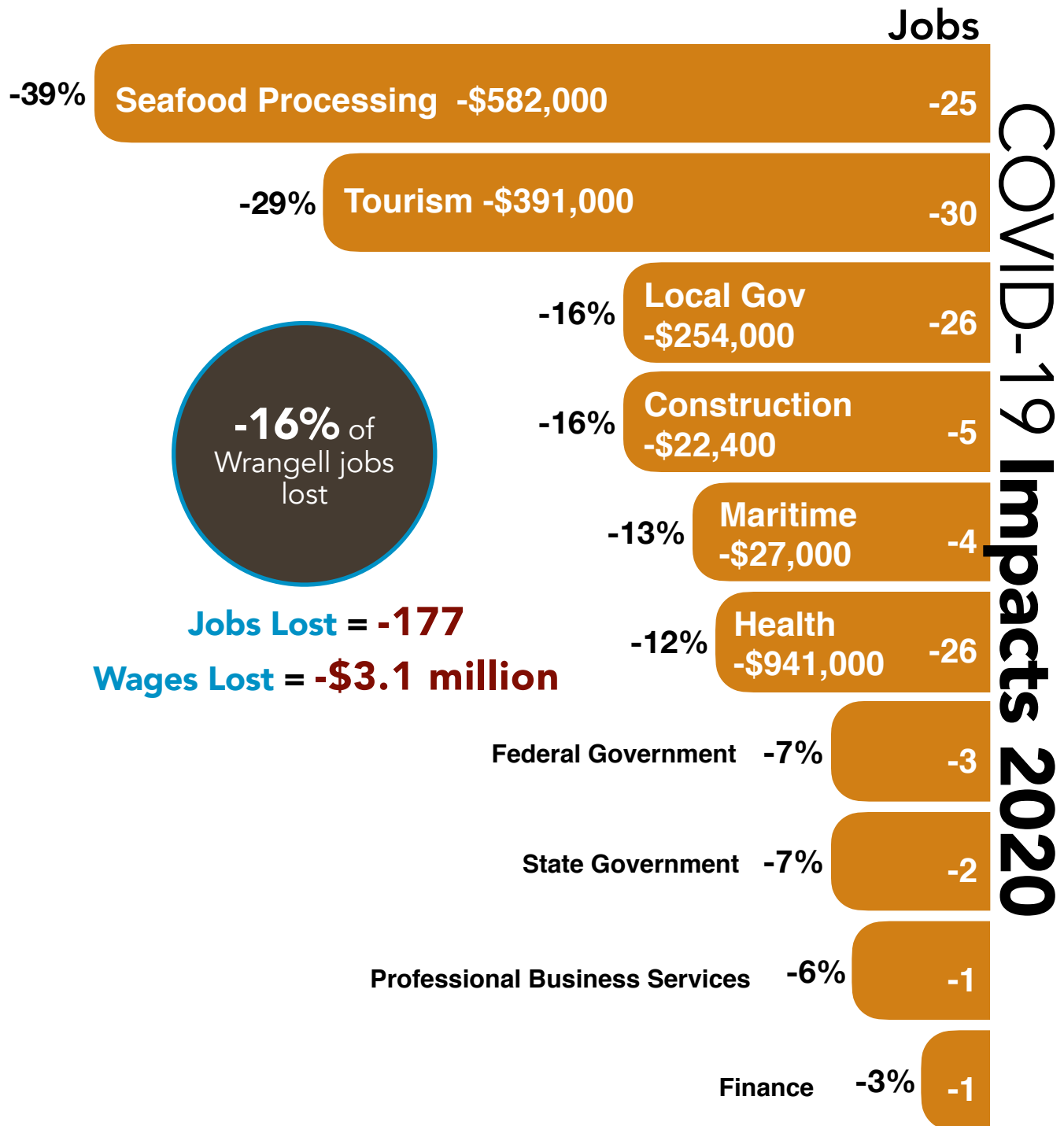
The Impacts of COVID-19 on Jobs and Wages

Jobs and wages were not yet impacted by COVID-19 in the first quarter of the year (in fact, Wrangell gain jobs) and data for the fourth quarter of 2020 is not yet available. Therefore, the best way to review the impacts of the pandemic on the Wrangell economy is to examine the April through September data in 2020 and compare it to 2019 numbers for the same period.

The losses during this period were high. As a community, 16% of all jobs were lost. This represents 177 lost jobs and \$3.1 million in lost wages over that six month period. The change in wages overall totaled a loss of 13%. Unfortunately, due to data limitations, this only paints part of the picture. While wage and labor data is used for this analysis, self-employment data is not yet available.

The sectors hit the hardest by the pandemic include the seafood sector, visitor industry, local government, and the health care sectors. Seafood processing lost the highest percentage of jobs, at a loss of 39%. Tourism lost the most jobs at 30 overall. The health care sectors (which includes social services in this analysis, due to data confidentiality limitations) decreased total wages the most, a loss of nearly a million dollars in workforce earnings in that six-month period alone.

Change in Wrangell Jobs by Key Sector: *Total jobs* April through September 2020 compared to 2019, with lost wages noted



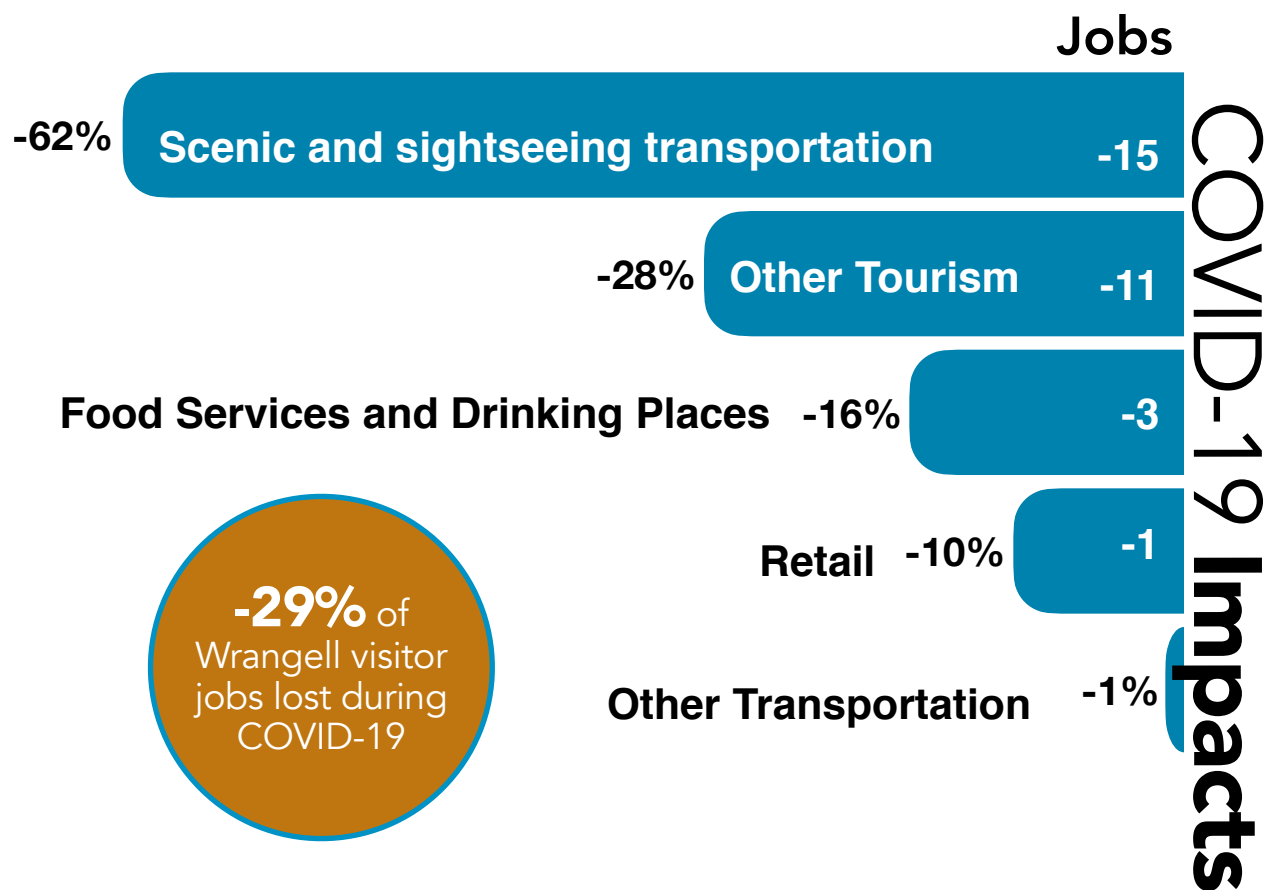
Sources: Alaska Department of Labor 2019 Employment & Wage data; and 2020 2nd and 3rd quarter data.

Note: This graphic **excludes** all self-employment data, as 2020 self-employment data is not yet available. This includes a significant number of jobs in the Wrangell seafood workforce.

Change in Wrangell Visitor Sector Wages: Tourism jobs April through September 2020 compared to 2019

While visitor industry jobs as a whole were down by 29%, sub-sector losses were higher. Delving deeper into the tourism sector, the highest percentage of jobs lost were in scenic and sightseeing transportation. Total jobs in that sub-sector were down by 62%, a loss of 15 workers, while total wages in this sub-sector were down by 48%.

“Other” tourism, a combination of sub-sectors that have data suppressed for confidentiality reasons, includes accommodation and recreation and was down by 28% of all jobs, or 11 workers. The other sub-sectors of the visitor industry, including restaurants, bars, retail, and other transportation, experienced far smaller losses overall.



Visitor Sector Jobs Lost = -30

Tourism Wages Lost = -\$391,000

Sources: Alaska Department of Labor 2019 Employment & Wage data; and 2020 2nd and 3rd quarter data.

Note: This graphic **excludes** all self-employment data, as 2020 self-employment data is not yet available, including 9% of the tourism workforce and 15% of all tourism workforce earnings.

The table below presents the data shown in the charts on the two previous pages. Looking at the six month period of April through September 2019 compared to 2020, every sector was down. Total private sector jobs were down by 17% of all jobs, and the total government sector was down by 13%.

**Change in Wrangell Jobs and Wages:
2nd and 3rd quarters 2020 compared to 2&3Qs 2019**

| | EMPLOYMENT NUMBERS APRIL - SEPT | | CHANGE APRIL-SEPTEMBER 2019 TO 2020 | | | |
|--|---------------------------------------|----------------|--|---------------------|------------------|------------------|
| | Jobs (2020) | Jobs (2019) | Wages % Change | Wages \$ Change | Jobs % Change | Jobs # Change |
| Total Government | 200 | 230 | -7% | -\$417,168 | -13% | -30 |
| Federal Government | 41 | 44 | -8% | -\$132,405 | -7% | -3 |
| State Government | 21 | 23 | -5% | -\$30,639 | -7% | -2 |
| Local Government | 137 | 163 | -7% | -\$254,124 | -16% | -26 |
| Total Private Sector | 733 | 879 | -14% | -\$2,711,351 | -17% | -147 |
| Visitor Cluster | 72 | 102 | -28% | -\$390,535 | -29% | -30 |
| Scenic and Sightseeing | 9 | 24 | -48% | -\$122,955 | -62% | -15 |
| Food Services | 16 | 19 | -16% | -\$29,585 | -16% | -3 |
| Seafood Processing & Hatchery | 39 | 64 | -39% | -\$582,294 | -39% | -25 |
| Other Maritime Cluster | 24 | 28 | -5% | -\$26,735 | -13% | -4 |
| Health Care | 194 | 220 | -17% | -\$940,920 | -12% | -26 |
| Construction | 29 | 34 | -2% | -\$22,382 | -16% | -5 |
| Professional Business Services | 9 | 9 | -26% | -\$37,147 | 0% | 0 |
| Financial Activities | 20 | 20 | -1% | -\$3,990 | 0% | 0 |
| Total Wrangell Jobs and Wages | 932 | 1,109 | -13% | -\$3,128,519 | -16% | -177 |

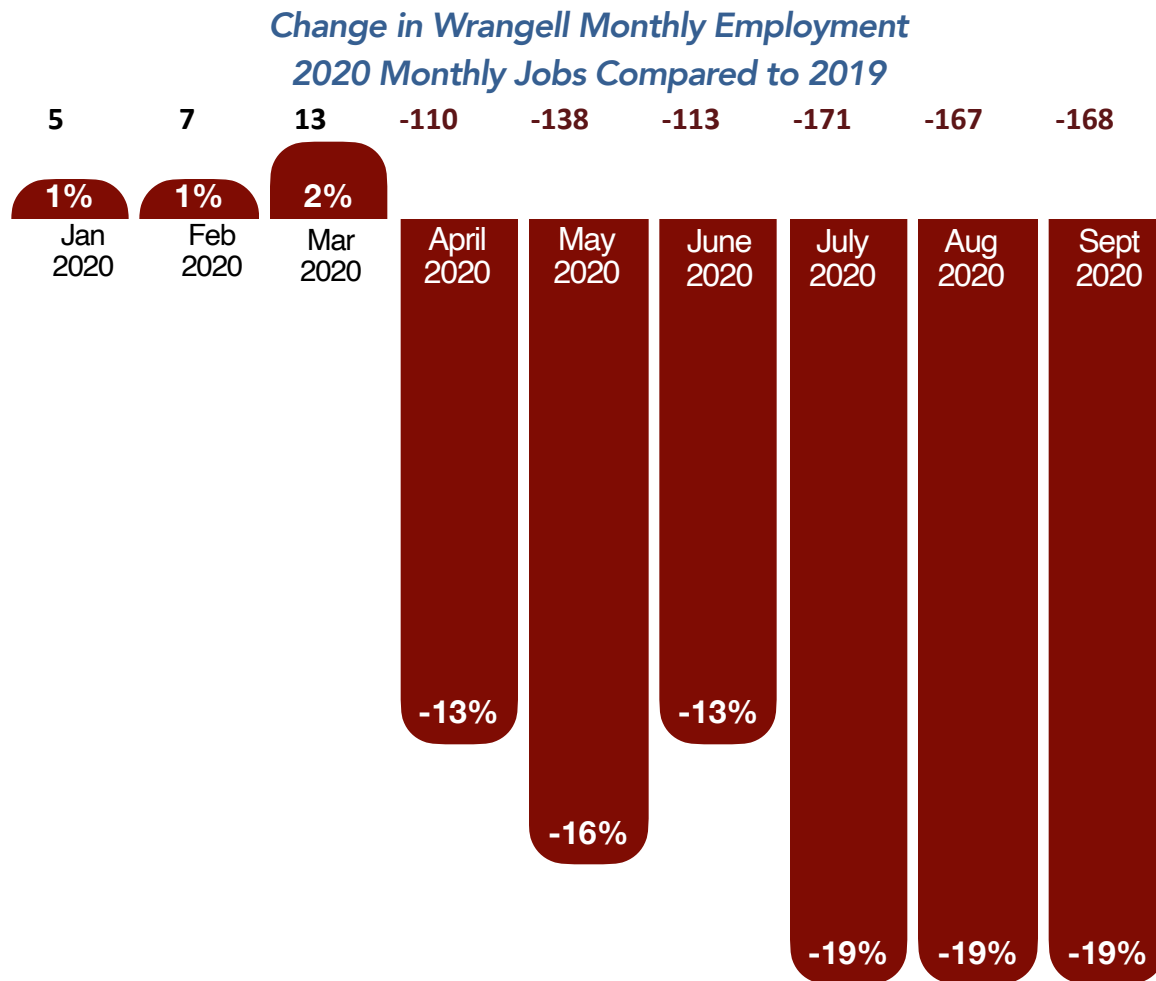
Sources: Alaska Department of Labor 2019 Employment & Wage data; and 2020 2nd and 3rd quarter data.

Note: This graphic **excludes** all self-employment data, as 2020 self-employment data is not yet available. Many Wrangell jobs are thus excluded from this impact analysis.

Change in Monthly Employment

Typically, the unemployment rate is used as a tool to measure the overall health of an economy. However, the unemployment rate is not calibrated to be an especially useful tool at this time. More valuable is the comparison of monthly employment during COVID-19 impacted months, compared to data from the previous year.

In Wrangell, employment fell by up to 19% in July, August and September. July of 2020 saw the highest monthly job loss, when total Wrangell jobs were down by 117 jobs, compared to July of 2019. Employment figures for Wrangell are currently only available through September 2020.



Source: Alaska Department of Labor and Workforce Development, Research and Analysis Section

Gained Revenue: COVID-19 Relief Funding

In addition to revenue lost, state and federal COVID-19 relief funding flowed into Wrangell during the last year. According to the Alaska Small Business Development Center (SBDC), which tracks four stimulus programs: PPP, EIDL, Alaska's State CARES program, and local municipal grants, Wrangell's businesses and organizations received \$111.8 million in COVID-19 funding including loans and grants.

In addition to the list below, the Wrangell Cooperative Association was allocated \$1.14 million. The full result of the Alaska SBDC analysis is below:

Wrangell COVID-19 Relief Distributions, by Sector and Program Type

| Industry Sector | Funding Received |
|--|---------------------|
| Commercial Fishing | \$2,872,434 |
| Agriculture, Forestry, Fishing, Hunting | \$2,092,945 |
| Accommodation and Food Services | \$735,748 |
| Transportation and Warehousing | \$473,088 |
| Retail Trade | \$460,399 |
| Other Services (Except Public Administration) | \$428,041 |
| Construction | \$374,579 |
| Professional Scientific and Technical Services | \$201,897 |
| Manufacturing | \$196,826 |
| Arts, Entertainment, and Recreation | \$63,528 |
| Health Care and Social Assistance | \$27,885 |
| Fed, State, & Local Gov't, excl. schools, hospitals & USPS | \$15,794 |
| Real Estate Rental and Leasing | \$2,668 |
| Unclassified (significant portion is local grants) | \$5,719,317 |
| Total Wrangell community income | \$13,665,149 |
| Funding Type | Funding Received |
| PPP | \$4,214,089 |
| EIDL | \$2,222,200 |
| AK CARES | \$3,766,325 |
| Local Grants | \$3,365,535 |
| EIDL Advance | \$97,000 |
| Total Wrangell community income | \$13,665,149 |

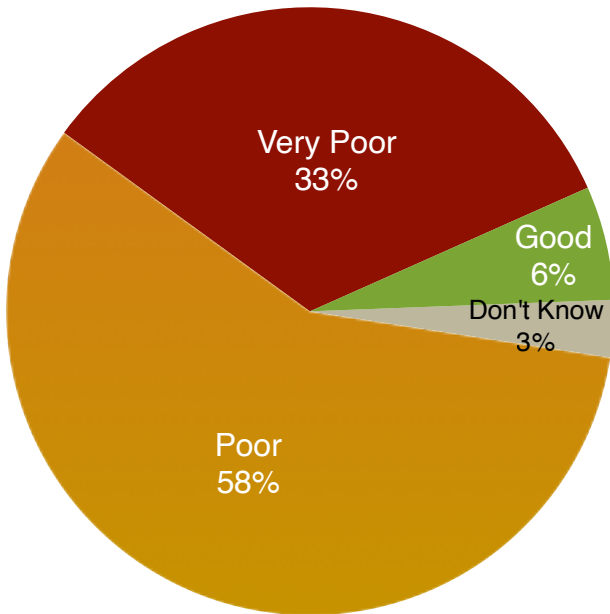
Funding Impact

When asked in the business climate survey, 23% of businesses receiving funding reported that they would have closed permanently without the pandemic relief dollars. 88% of reporting businesses received some level of COVID-19 relief funding.

Business Climate Survey Results

In April of 2021, 41 Wrangell business owners and top managers responded to Southeast Conference's Business Climate and COVID-19 Impacts Survey. Some of Wrangell's key findings are below:

6% Positive / 92% Negative

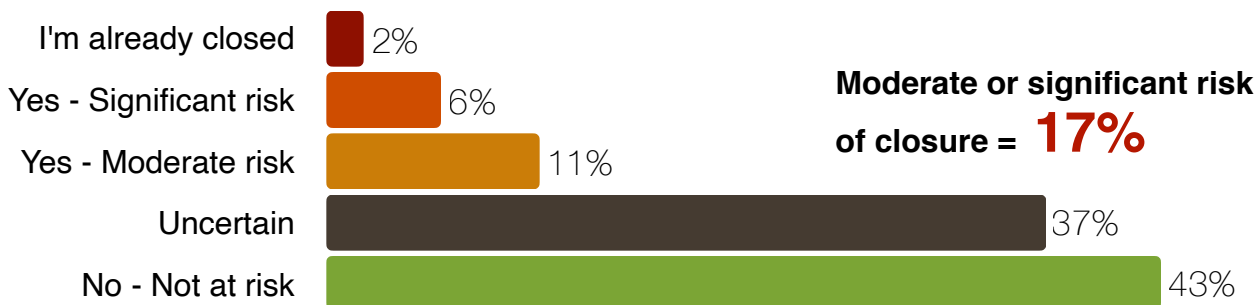


How do you view the overall business climate right now?

Unsurprisingly, confidence in the business climate continues to be poor in the wake of COVID-19. Nearly all Wrangell respondents are concerned about state of the economy, calling the business climate "poor" (58%) or "very poor" (33%).

Is your business at risk of closing permanently because of impacts caused by COVID-19?

17% of respondents say that they are at risk of closing permanently (or have already closed) while 43% say that they are not at risk. This shows incremental improvement from the last time this question was asked to Wrangell businesses in October.



Wrangell Losses

Wrangell businesses responded that they had lost an average of 48% of their total revenue since the pandemic began. Reporting businesses with losses have lost an average of \$138 thousand per business so far. Tourism-focused businesses are down an average of 65%.

= - 48% overall, -\$138,000 per business average

Testimonials: The Impacts of COVID-19 in the words of Wrangell Business Leaders

Below are selected responses from Wrangell businesses as part of the Southeast Conference Business Climate Survey. Responses were collected between April 9th and April 23rd, 2021.

Visitor Sector Businesses

We lost about 93% of our gross revenue. We had to take an EIDL for \$120,000 at 3.75%.

This interest accrues and we need to pay it back. We expect minimal revenue for 2021 yet have to go through all the permitting and inspection processes, repairs and maintenance of equipment, pay rent and insurance. Basically we are digging further into the hole. As we dig, interest is piling up, making it more difficult to recover. Online is not an option for a tour provider. We are trying to develop new products and collaborate with operators in communities that will likely recover faster, to improve revenue by offering more services.

Being in the accommodation industry with the majority of my income from tourists, last year was devastating. This year is looking better for August, but June and July still have minimal visits booked.

2019 gross sales were over 1.7 million. 2020 was about 212,000. Devastating result from COVID shut down of our industry. Hoping 2021 is going to continue the upward, positive direction!!

96% decline 2019 to 2020. And 2021 is looking better, but still most of this was just rebooking people that were forced to cancel their trips in 2020. I have rebooked many of them to 2022 for various reasons (Big ships can sail, Australians can't travel yet)

Seafood

COVID 19 has reduced seafood values by more than 50% while operating cost have risen and continue to rise. Gear cost is up 30 to 40%, fuel is up 25% and insurance has risen by up to 75%. All while fisheries product prices have declined by 50%.

Reduced ex-vessel prices of seafood as markets were severely disrupted and processors had significant costs to operate under health safety mandates; we reduced spending wherever possible and have slowed development plans for a seaweed farm

The price reduction of Dungeness Crab impacted us the most. Also the frequent closings of our seafood buyer due to covid in employees. This caused us to miss fishing days. We are hoping to diversify some of our products and add some new products also looking to expand our customer base.

Other Wrangell Businesses

Loss of revenue. Hopefully the economy will stop diving, and prices will stop raising.

We have adjusted our menu a little to make everything easy to-go. Our dining room is open short hours, but a majority of our sales are still to-go.

Harbormaster Report May 2021

Administration- The office has been extremely busy scheduling haul outs for the Marine Service Center. Our count for annual moorage also increased by 10 in one month which is a nice bump. We are still working with finance to get a credit card system set up for our new accounting software. We will be able to accept online payments in the near future. I have also been busy working with other departments on some new grants that may help with security cameras and getting the Inner Harbor replacement. All paperwork has been submitted for the Pink Salmon Disaster Relief Grant. This money will be used to help build a new net float for Shoemaker Bay Harbor. I have finished the NACo High Performance Leadership class and received a Master certificate.

Harbor- We hired Blaine Wilson and Sean Gillen for our summer temps. It will be full steam ahead on getting things ready for the summer rush. We are already seeing an influx of yachting traffic. Hopefully this trend continues. Lumber prices are continuing to sky rocket so any dock repairs we do this season will be for critical needs only. We have been informed by the U.S. Army Corps of Engineers that there will be no dredging efforts in Wrangell for the 2021 season. They came to the conclusion that Inner Harbor was still within the acceptable limits except for the portion in front of the creek. They will continue to monitor conditions in the harbor with regular condition surveys and re-evaluate dredging in the event of any future changes.

Port-We launched the new summer float and the transition plate needed to go between floats is being fabricated. We installed the landing float and new section of float at City Dock. We will not install the ramp until we receive the transition plate. The bid documents are just about done for the replacement of the broken pilings at City Dock. There are in water work restrictions so this project probably will not get started until the middle of June. There were 2 more piles damaged in the past week at the barge facility. When the barge came in, they were at a bad angle and when they were pivoting to straighten the barge out, they caught 2 piling and snapped them off. I have been in contact with Boyer towing and they will be paying for the replacement. This will take place at the same time the City Dock repairs take place.

Marine Service Center- On Monday the 26th of April the Marine Travel Lift caught on fire. The fire was promptly put out and no serious damage or injuries were caused by the fire. After an inspection the cause of the fire turned out to be the alternator. I made several calls to southeast distributors of John Deere Parts and we found a new alternator in Petersburg. Mike Lane with Sunrise Aviation flew to Petersburg and picked the part up and we were up and running within a couple of hours. The Marine Service Center continues to be busy and we are still taking reservation every day.

Meyers Chuck Report

May 2021

On May 12, 2021 the Mayor, City Manager, Chief of Police, John Martin Port Commissioner and I took a field trip to Meyers Chuck. We met with the wonderful people of Meyers Chuck and learned about their concerns regarding the float system. The biggest concerns were that they need maintenance done and some are critical needs such as their airplane float. This is their life line for the small community. Not only are most of their daily needs and mail brought in by float plane but it is also one of the only means to get people out for medical emergencies.

There are 352 linear feet of floating dock for Meyers Chuck main float. Over the years the community has put barrels under the dock to keep it floating. This year alone they will be putting 100 barrels under the float so it does not sink. They have had to actually wade through water where the ramp lands on the main float. This is really unacceptable and will be addressed. The pilings appear to be in fair condition but we will have to send a diver down to asses below the water line down to the mud line.

At this time, I am working on a plan to move forward with removing the old airplane float and replacing it with a new one. I have contacted a float manufacturer and am waiting for the numbers to come in for the replacement float. The airplane float is 18' X 24' and the approach float is 10' X 37'. I have included pictures for reference. When I first went to step on this float, I thought I was going to fall through. We owe it to Meyers Chuck residents to make sure they have a safe float system to use. I will be working with other City entities to get a float replacement schedule put together and cost estimates.

Steve Miller

Port Director



Meyers Chuck Airplane Float











Police Department Report for the Month of April 2021

During the month of April 2021, the Correctional Staff had 16 days of vacation time which resulted in 4 days of overtime and Police staff had 1 day of sick leave which resulted in 1day of overtime. The Police staff also had some on-call time due to 1 officer being on vacation. The number of people housed at the jail were:

6 in January, with 32 days served between them

3 in February with 34 days served between them

4 in March with 14 days served between them

3 in April with 43 days served between them.

Attached is a summary of all the calls for service that the Police Department received in the month of April 2021. We had 158 calls for service. We had 116 DMV transactions in the amount of \$7532.00total revenue.

| | | |
|--------------------------------------|---|--------------------------------------|
| April 2021 Stats | | |
| ALCOHOL OFFENSES | | ANIMAL VIOLATIONS |
| | | |
| Citizen Report DWI | | Animal Citations |
| DWI | | Bear Complaints |
| Contributing to Delinquency of Minor | | Bird Complaints |
| Furnishing Alcohol to Minor | | Cat Complaints |
| Intoxicated Person | | Cruelty to Animals |
| Minor on Licensed Premises | | Dog Complaints |
| MIPC | | Dog Bites |
| Refuse Chemical Test | | Other Animal Complaints |
| | | |
| CRIMES AGAINST PERSON | | CITY OFFENSES |
| | | |
| Assault non-family-strong-arm | | Curfew Violation |
| Assault 1 | | Fireworks Prohibited |
| Assault 2 | | Littering |
| Assault 3 | | Truancy |
| Assault 4 | 2 | |
| Assault with Weapon | | MISCELLANEOUS OFFENSES |
| Child In Need | | |
| Indecent Exposure | | Conditions of Release Violation |
| Misconduct Involving Weapons | | DVO Violation |
| Sexual Abuse of Minor | | MISC 3 |
| Sexual Assault | | MISC 4 |
| Sexual Harassment | | MISC 6 |
| Suicide Threat | | Minor with Tobacco |
| Stalking | | Probation Revocation |
| | | Probation Violation |
| CRIMES AGAINST PROPERTY | | Restraining Order Violation |
| | | SOR Violation |
| Arson | | |
| Attempted Theft | | OFFENSES AGAINST PUBLIC ORDER |
| Burglary | | |
| Criminal Trespass | 2 | Discharge Firearms |
| Forgery | | Disturbance |
| Fraud | | Disorderly Conduct |
| Larceny from Business | | Domestic Disturbance |
| Larceny from Others | | Failure to Obey Police Officer |
| Larceny from Residence | | Fight |
| Malicious Mischief | | Harassment |
| Malicious Mischief Business | | Interfering with Arrest |
| Malicious Mischief Private Property | | Interfering with Report of Crime |
| Theft of Services | | Loitering |
| Theft from Watercraft | | Peeping Tom |
| Vehicle Theft | | Report of Gunshots |
| | | Resisting Arrest |
| | | Soliciting |
| | | Vagrancy |

| | | | |
|----------------------------------|---------|-------------------------------|-----------------|
| April 2021 Stats Page 2 | | | |
| TRAFFIC OFFENSES | | | |
| Abandoned Vehicle | 1 | Funeral Escort | |
| Citation Equipment/Registration | 5 | Health & Safety | |
| Citation License Violations | 1 | Illegal Entry | |
| Citation Parking | | Inmate Booking | 2 |
| Citation Speeding | | Inmate Incident | |
| Complaint ATV | | Juvenile Contacts | |
| Complaint Parking | 3 | Lost Property | |
| Complaint Reckless Driving | | Miscellaneous Paper Service | 1 |
| Complaint Speeding | | Missing Person | |
| Failure to Yield to Pedestrian | | 911 Wrong Number/No One There | 11 |
| Failure to Yield to School Bus | | NFS Checks | |
| Hit & Run | | Order to Show Cause | |
| Traffic Accident/Fatal | | Officer Injury | |
| Traffic Accident/Injury | | Oversized Load Permit | |
| Traffic Accident/No Injury | | Prisoner Transport | |
| Traffic Accident/Property Damage | 2 | Possible Fugitive | |
| Traffic Hazard | | Probation Referral (juvenile) | |
| Unauthorized Use of Vehicle | | Prowler Report | |
| Vehicle Impound | | Reckless Endangerment | |
| Verbal Warning | 19 | Recovered Firearm | |
| | | Runaway | |
| MISCELLANEOUS ENTRIES | | | |
| | | Search Warrant | |
| | | Security Check | |
| Agency Assist | 50 | SOR Registration | |
| Arrest Warrant (other Agency's) | | Shoplifting | |
| Background Check | | Subpoena Service | 25 |
| Bench Warrant (our Agency) | | Summons Service | 2 |
| Brady Law | | Suspicious Circumstance | 2 |
| Burglar Alarm | | Stolen Property | |
| Citizen Assist | 10 | Title 47 | |
| Civil Matter | | Unattended Death | |
| Controlled Burn | | Unsecured Premises | |
| Courtesy Transport | | Vacation Check | |
| Dance Permit | | Watercraft Accident | |
| Death Investigation | | Welfare Check | 4 |
| Death Notification | | | |
| DMV Items Issued | 7532.00 | 116 | UCR INFO |
| DVO Service | | | |
| Drug Information | 1 | Physical Arrests | 1 |
| Drug Interdiction | | Theft \$ Amount | |
| 86'd Letter | | Vehicle Theft \$ Amount | |
| EDP | 3 | | |
| Extra Patrol | | JUVENILE INFO | |
| Fire | | Arrests | |
| Found Property | 4 | Contacts | |
| | | Crime | |
| | | Traffic Stops or Citations | |

STATEMENT OF MANAGEMENT FEES



Household: CITY AND BOROUGH OF WRANGELL
 Period: 4/1/2021 to 4/30/2021

| Advisory Fee Notification | | | | | | | |
|---|------------------------|-------------------|------------|---------------------------------|---|------------------------------|------------|
| Renewal | | | | | | | |
| Account Number | Billed Market Value | Period | Bill Cycle | Annual Fee | Days in Cycle | Advisory Fee Amount | Pay Method |
| Registration: CITY AND BOROUGH OF WRANGELL PERMANENT FUND, Public/Government | | | | | | | |
| Custodian | Schwab | | | Strategy | Growth Balanced Strategy Composite (Index ETF) | | |
| ****7990 | \$5,000,000.00 | 04/01/21-04/30/21 | Monthly | 0.50% | 30/360 | \$2,083.33 | Direct |
| ****7990 | \$5,483,453.38 | 04/01/21-04/30/21 | Monthly | 0.30% | 30/360 | \$1,370.86 | Direct |
| Totals: | \$10,483,453.38 | | | | | \$3,454.19 | |
| Registration: CITY AND BOROUGH OF WRANGELL OPERATING FUND, Public/Government | | | | | | | |
| Custodian | Schwab | | | Strategy | Cash Plus Composite | | |
| ****6869 | \$5,028,212.11 | 04/01/21-04/30/21 | Monthly | 0.15% | 30/360 | \$628.53 | Direct |
| Totals: | \$5,028,212.11 | | | | | \$628.53 | |
| Invoice Summary | | | | Invoice Date: 05/14/2021 | | Invoice #: 1073-21488 | |
| Total Billed Market Value: \$15,511,665.49 | | | | Total Advisory Fee: | | \$4,082.72 | |
| (includes bond accrual) | | | | Total Balance Due: | | \$4,082.72 | |

Direct: The advisory fees will be withdrawn from the applicable accounts.

CITY AND BOROUGH OF WRANGELL PERMANENT FUND- Public/Government

Account Statement - Period Ending 4/30/2021

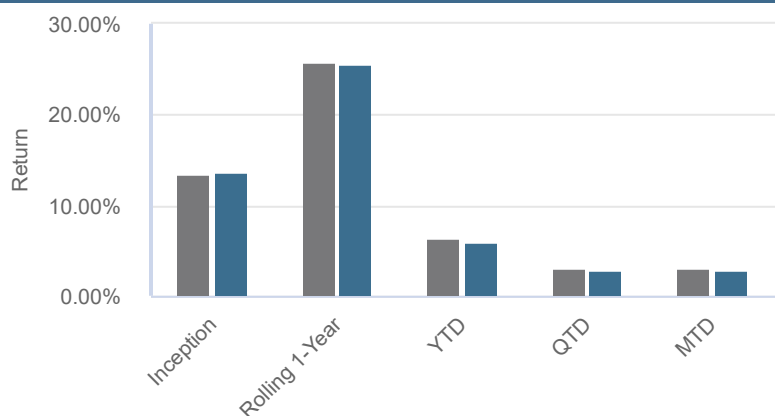
Account Activity

| | |
|------------------------------|------------------------|
| Portfolio Value on 4/1/2021 | \$10,193,463.54 |
| Contributions | \$0.00 |
| Withdrawals | \$0.00 |
| Change in Market Value | \$277,426.31 |
| Dividends and Interest | \$12,563.53 |
| Portfolio Value on 4/30/2021 | \$10,483,453.38 |

Management Team

| | |
|------------------------------|---------------------|
| Client Relationship Manager: | Allison Capps |
| | Allison@apcm.net |
| Portfolio Manager | Brandy Niclai, CFA® |
| | Brandy@apcm.net |
| Contact Phone Number: | (907) 272-7575 |

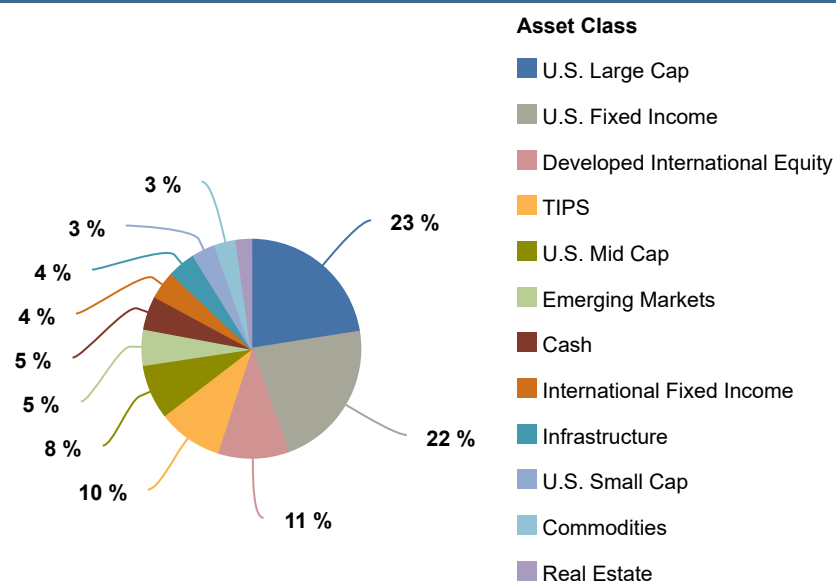
Investment Performance



| | Inception | Rolling 1 Year | Year to Date | Quarter to Date | Month to Date |
|---------------------|-----------|----------------|--------------|-----------------|---------------|
| Portfolio | 13.64 % | 26.00 % | 6.27 % | 2.81 % | 2.81 % |
| Strategic Benchmark | 13.45 % | 25.37 % | 5.75 % | 2.75 % | 2.75 % |

Performance is Annualized for Periods Greater than One Year

Portfolio Composition



Clients are encouraged to compare this report with the official statement from their custodian.

Portfolio Summary and Targets

Allocation Range

Item f.

| Asset Class and Target | Market Value | Percent of Assets | Range |
|--|------------------------|-------------------|------------|
| Fixed Income (45.00 %) | | | |
| Fixed Income (45.00 %) | | | |
| U.S. Fixed Income (25.00 %) | \$2,308,585.02 | 22.02 % | 15% to 35% |
| TIPS (10.00 %) | \$999,819.69 | 9.54 % | 5% to 15% |
| International Fixed Income (5.00 %) | \$435,079.89 | 4.15 % | 0% to 10% |
| Cash (5.00 %) | \$517,906.09 | 4.94 % | 0% to 10% |
| Subtotal | \$4,261,390.69 | 40.65 % | |
| Equity (47.00 %) | | | |
| Equity (47.00 %) | | | |
| U.S. Large Cap (22.00 %) | \$2,359,343.58 | 22.51 % | 12% to 32% |
| U.S. Mid Cap (7.00 %) | \$842,184.24 | 8.03 % | 0% to 15% |
| U.S. Small Cap (3.00 %) | \$363,234.44 | 3.46 % | 0% to 6% |
| Developed International Equity (10.00 %) | \$1,103,577.81 | 10.53 % | 5% to 15% |
| Emerging Markets (5.00 %) | \$556,953.29 | 5.31 % | 0% to 10% |
| Subtotal | \$5,225,293.36 | 49.84 % | |
| Alternatives (8.00 %) | | | |
| Alternatives (8.00 %) | | | |
| Real Estate (2.00 %) | \$230,509.22 | 2.20 % | 0% to 5% |
| Commodities (3.00 %) | \$334,243.79 | 3.19 % | 0% to 6% |
| Infrastructure (3.00 %) | \$432,016.32 | 4.12 % | 0% to 6% |
| Subtotal | \$996,769.33 | 9.51 % | |
| Total Portfolio | \$10,483,453.38 | 100.00 % | |

Portfolio Appraisal

Item f.

| Quantity | Security | Security Symbol | Total Cost | Price | Market Value | Percent of Assets |
|--------------------------------|---|-----------------|-----------------------|----------|-----------------------|-------------------|
| U.S. Large Cap | | | | | | |
| Core Domestic Large Cap Equity | | | | | | |
| 5,527.00 | SPDR S&P 500 Trust | SPY | \$1,789,318.65 | \$417.30 | \$2,306,417.10 | |
| Core U.S. Equity | | | | | | |
| 963.00 | Flexshares Quality Divid Index | QDF | \$46,473.76 | \$54.96 | \$52,926.48 | |
| | | | \$1,835,792.41 | | \$2,359,343.58 | 22.51 % |
| U.S. Mid Cap | | | | | | |
| Core Domestic Mid Cap Equity | | | | | | |
| 3,099.00 | iShares Core S&P Mid-Cap ETF | IJH | \$616,341.81 | \$271.76 | \$842,184.24 | |
| | | | \$616,341.81 | | \$842,184.24 | 8.03 % |
| U.S. Small Cap | | | | | | |
| Core Domestic Small Cap Equity | | | | | | |
| 3,286.00 | iShares Core S&P Small-Cap ETF | IJR | \$263,824.17 | \$110.54 | \$363,234.44 | |
| | | | \$263,824.17 | | \$363,234.44 | 3.46 % |
| Developed International Equity | | | | | | |
| Core International Equity | | | | | | |
| 14,851.00 | iShares Core MSCI EAFE | IEFA | \$1,016,388.43 | \$74.31 | \$1,103,577.81 | |
| | | | \$1,016,388.43 | | \$1,103,577.81 | 10.53 % |
| Emerging Markets | | | | | | |
| Core Emerging Market Equity | | | | | | |
| 8,507.00 | iShares Core MSCI Emerging Markets | IEMG | \$455,418.20 | \$65.47 | \$556,953.29 | |
| | | | \$455,418.20 | | \$556,953.29 | 5.31 % |
| Real Estate | | | | | | |
| Core Real Estate Equity | | | | | | |
| 1,361.00 | Pacer Benchmark Industrial Real Estate Sector ETF | INDS | \$47,969.70 | \$42.12 | \$57,325.32 | |
| 1,865.00 | JP Morgan Beta Builders MSCI US REIT ETF | BBRE | \$166,064.15 | \$92.86 | \$173,183.90 | |
| | | | \$214,033.85 | | \$230,509.22 | 2.20 % |

| Quantity | Security | Security Symbol | Total Cost | Price | Market Value | Percent of A |
|--|--|--------------------|-----------------------|---------|------------------------|-----------------|
| Commodities | | | | | | |
| Core Commodities | | | | | | |
| 6,394.00 | iShares US Bloomberg Roll | CMDY | \$248,654.19 | \$52.27 | \$334,243.79 | |
| | | | \$248,654.19 | | \$334,243.79 | 3.19 % |
| Infrastructure | | | | | | |
| Core Infrastructure Equity | | | | | | |
| 7,464.00 | FlexShares STOXX Global Broad Infrastructure | NFRA | \$401,740.72 | \$57.88 | \$432,016.32 | |
| | | | \$401,740.72 | | \$432,016.32 | 4.12 % |
| U.S. Fixed Income | | | | | | |
| Core US Fixed Income Taxable Fund/ETF | | | | | | |
| 27,077.00 | Vanguard Total Bond Market | BND | \$2,306,649.48 | \$85.26 | \$2,308,585.02 | |
| | | | \$2,306,649.48 | | \$2,308,585.02 | 22.02 % |
| TIPS | | | | | | |
| Core TIPS | | | | | | |
| 19,231.00 | Vanguard Short-Term Inflation Protected Secs | VTIP | \$951,509.07 | \$51.99 | \$999,819.69 | |
| | | | \$951,509.07 | | \$999,819.69 | 9.54 % |
| International Fixed Income | | | | | | |
| Core International Fixed Income Fund/ETF | | | | | | |
| 7,637.00 | Vanguard Total International Bond Index ETF | BNDX | \$435,979.10 | \$56.97 | \$435,079.89 | |
| | | | \$435,979.10 | | \$435,079.89 | 4.15 % |
| Cash | | | | | | |
| Cash Sweep | | | | | | |
| 517,906.09 | Schwab Bank Sweep | SchwabCash | \$517,906.09 | \$1.00 | \$517,906.09 | |
| | | | \$517,906.09 | | \$517,906.09 | 4.94 % |
| Total Portfolio | | | \$9,264,237.52 | | \$10,483,453.38 | 100.00 % |

Item f.

Transaction Summary From 4/1/2021 - 4/30/2021

Item f.

| Trade Date | Settle Date | Security | Quantity | Trade Amount |
|--|-------------|---|------------|----------------------|
| Buy Exchange | | | | |
| 4/1/2021 | 4/6/2021 | Schwab Bank Sweep | 1,341.91 | \$1,341.91 |
| 4/1/2021 | 4/6/2021 | Schwab Bank Sweep | 57,191.13 | \$57,191.13 |
| 4/1/2021 | 4/6/2021 | Schwab Bank Sweep | 8,959.27 | \$8,959.27 |
| 4/1/2021 | 4/6/2021 | Schwab Bank Sweep | 26,910.68 | \$26,910.68 |
| 4/1/2021 | 4/6/2021 | Vanguard Total Bond Market | 1,103.00 | \$93,545.43 |
| Buy Exchange Total: | | | | \$187,948.42 |
| Sell Exchange | | | | |
| 4/1/2021 | 4/6/2021 | Flexshares Quality Divid Index | -25.00 | -\$1,341.91 |
| 4/1/2021 | 4/6/2021 | SPDR S&P 500 Trust | -143.00 | -\$57,191.13 |
| 4/1/2021 | 4/6/2021 | iShares Core MSCI EAFE | -123.00 | -\$8,959.27 |
| 4/1/2021 | 4/6/2021 | iShares Core S&P Small-Cap ETF | -245.00 | -\$26,910.68 |
| 4/1/2021 | 4/6/2021 | Schwab Bank Sweep | -93,545.43 | -\$93,545.43 |
| Sell Exchange Total: | | | | -\$187,948.42 |
| Dividends and Interest | | | | |
| 4/7/2021 | 4/7/2021 | Vanguard Total Bond Market | 0.00 | \$1,298.70 |
| 4/7/2021 | 4/7/2021 | Vanguard Total Bond Market | 0.00 | \$3,611.76 |
| 4/7/2021 | 4/7/2021 | Vanguard Total Bond Market | 0.00 | \$88.31 |
| 4/7/2021 | 4/7/2021 | Vanguard Total International Bond Index ETF | 0.00 | \$315.41 |
| 4/30/2021 | 4/30/2021 | SPDR S&P 500 Trust | 0.00 | \$7,245.06 |
| Dividends and Interest Total: | | | | \$12,559.24 |
| Dividend Interest Reinvested | | | | |
| 4/15/2021 | 4/15/2021 | Schwab Bank Sweep | 2.11 | \$2.11 |
| 4/15/2021 | 4/15/2021 | Schwab Bank Sweep | 2.18 | \$2.18 |
| Dividend Interest Reinvested Total: | | | | \$4.29 |
| Exchange and Other Trade Fees | | | | |
| 4/1/2021 | 4/6/2021 | Flexshares Quality Divid Index | 0.00 | -\$0.01 |
| 4/1/2021 | 4/6/2021 | SPDR S&P 500 Trust | 0.00 | -\$0.29 |
| 4/1/2021 | 4/6/2021 | iShares Core MSCI EAFE | 0.00 | -\$0.05 |

| Trade Date | Settle Date | Security | Quantity | Trade A |
|--------------------------------------|-------------|--------------------------------|-----------|-------------|
| Exchange and Other Trade Fees | | | | Item f. |
| 4/1/2021 | 4/6/2021 | iShares Core S&P Small-Cap ETF | 0.00 | -\$0.14 |
| Exchange and Other Trade Fees Total: | | | | -\$0.49 |
| Advisory Fees Paid | | | | |
| 4/21/2021 | 4/21/2021 | Schwab Bank Sweep | -3,381.70 | -\$3,381.70 |
| Advisory Fees Paid Total: | | | | -\$3,381.70 |

Realized Gain/Loss

Item f.

| Acquired Date | Units | Security | Cost Basis | Proceeds | Total Gain/Loss |
|--|--------|--------------------------------|--------------|--------------|-----------------|
| CITY AND BOROUGH OF WRANGELL PERMANENT FUND-Public/Government | | | | | |
| 1/15/2020 | 25.00 | Flexshares Quality Divid Index | \$1,221.75 | \$1,341.91 | \$120.16 |
| 1/15/2020 | 123.00 | iShares Core MSCI EAFE | \$8,080.85 | \$8,959.27 | \$878.42 |
| 1/15/2020 | 245.00 | iShares Core S&P Small-Cap ETF | \$20,707.82 | \$26,910.68 | \$6,202.86 |
| 1/15/2020 | 143.00 | SPDR S&P 500 Trust | \$46,997.89 | \$57,191.13 | \$10,193.24 |
| CITY AND BOROUGH OF WRANGELL PERMANENT FUND-Public/Government Total: | | | \$173,935.44 | \$191,330.12 | \$17,394.68 |

Item f.

CITY AND BOROUGH OF WRANGELL OPERATING FUND- Public/Government

Account Statement - Period Ending 4/30/2021



Item f.

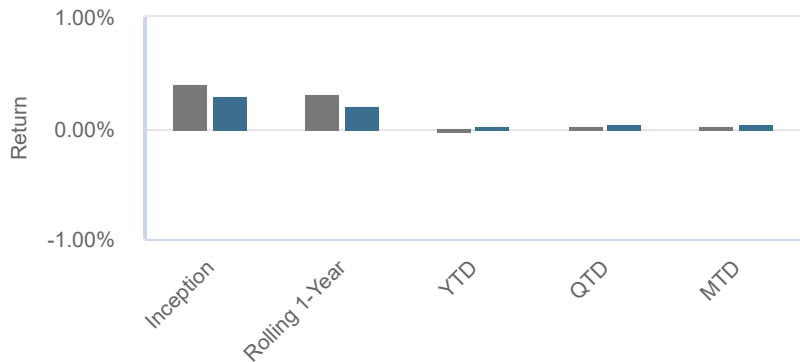
Account Activity

| | |
|------------------------------|-----------------------|
| Portfolio Value on 4/1/2021 | \$5,015,474.84 |
| Beginning Bond Accrual | \$12,179.71 |
| Contributions | \$0.00 |
| Withdrawals | \$0.00 |
| Change in Market Value | -\$3,637.12 |
| Dividends and Interest | \$1,027.64 |
| Portfolio Value on 4/30/2021 | \$5,012,865.36 |
| Ending Bond Accrual | \$15,346.75 |

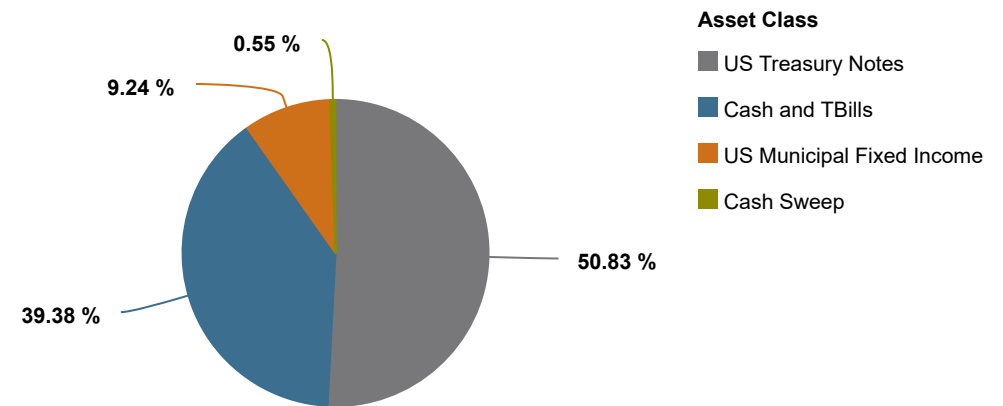
Management Team

| | |
|------------------------------|---------------------|
| Client Relationship Manager: | Allison Capps |
| | Allison@apcm.net |
| Portfolio Manager | Brandy Niclai, CFA® |
| | Brandy@apcm.net |
| Contact Phone Number: | (907) 272-7575 |

Investment Performance



Portfolio Composition



| | Inception | Rolling 1 Year | Year to Date | Quarter to Date | Month to Date |
|---------------------|-----------|----------------|--------------|-----------------|---------------|
| Portfolio | 0.52 % | 0.44 % | 0.02 % | 0.02 % | 0.02 % |
| Strategic Benchmark | 0.28 % | 0.19 % | 0.01 % | 0.02 % | 0.02 % |

Performance Is Annualized for Periods Greater than One Year.

Average Quality: AAA

Fixed Income Statistics

Yield to Maturity: 0.11%

Average Maturity: 1.01 Yrs

Clients are encouraged to compare this report with the official statement from their custodian.

Portfolio Appraisal

| Quantity | Security | Security Symbol | Total Cost | Price | Market Value | Accrued Interest | Percent of Assets |
|---------------------------|--|-----------------|--------------|--------|--------------|------------------|-------------------|
| U.S. Fixed Income | | | | | | | |
| US Municipal Fixed Income | | | | | | | |
| 25,000.00 | WI St Ser A BE 5.00% 5/1/2022 | 97705MMR3 | \$25,720.78 | \$1.05 | \$26,219.00 | \$625.00 | |
| 50,000.00 | N Slope Boro Ak 5.00% 06/30/2022 | 662523F53 | \$50,417.50 | \$1.00 | \$50,180.00 | \$833.33 | |
| 25,000.00 | Washington St GO Ref Bds Ser R-2012A 5.00% 7/1/2022 | 93974CC73 | \$25,095.43 | \$1.01 | \$25,194.25 | \$416.67 | |
| 25,000.00 | MD St Go Utx 5.00% 8/1/2022 | 574193PA0 | \$26,010.96 | \$1.06 | \$26,523.00 | \$312.50 | |
| 25,000.00 | Mississippi St GO Ref Bds 2003 Ser A 5.25% 11/1/2022 | 605580DJ5 | \$26,145.17 | \$1.08 | \$26,918.50 | \$656.25 | |
| 35,000.00 | WA St 5.00% 2/1/2023 | 93974DKP2 | \$36,605.67 | \$1.08 | \$37,964.15 | \$437.50 | |
| 35,000.00 | OH St GO Higher Ed Bds Ser 2017 A 5.00% 5/1/2023 | 677522PZ1 | \$36,823.11 | \$1.10 | \$38,389.40 | \$875.00 | |
| 20,000.00 | Maryland St 4.15% 8/1/2023 | 5741926K1 | \$21,718.40 | \$1.09 | \$21,735.60 | \$207.50 | |
| 30,000.00 | TX St GO Utx 2.993% 10/1/2023 | 882723PR4 | \$31,950.47 | \$1.06 | \$31,928.40 | \$74.83 | |
| 25,000.00 | MA State 5.00% 7/1/2024 PRRFD: 07/01/22 | 57582P3W8 | \$25,581.04 | \$1.06 | \$26,414.75 | \$416.67 | |
| 30,000.00 | Massachusetts St GO Bds Ser 2011D 5.00% 10/1/2026 PRRFD: 10/01/21 | 57582PB74 | \$30,311.64 | \$1.02 | \$30,601.20 | \$125.00 | |
| 50,000.00 | Wa State Motor Vehicle Tax Senior 520 Corridor Program Toll Series C General Obligation Unlimited 5.00% 6/1/2028 PRRFD: 06/01/21 | 93974CG38 | \$50,132.18 | \$1.00 | \$50,180.00 | \$1,041.67 | |
| 65,000.00 | Massachusetts St GO Bds Ser. 2013D 5.00% 8/1/2033 PRRFD: 8/1/2021 | 57582PN63 | \$65,479.74 | \$1.01 | \$65,770.90 | \$812.50 | |
| US Treasury Notes | | | | | | | |
| 155,000.00 | US Treasury Note 2.625% 5/15/2021 | 9128284P2 | \$155,141.18 | \$1.00 | \$155,121.09 | \$1,877.02 | |
| 205,000.00 | US Treasury Note 2.125% 8/15/2021 | 912828RC6 | \$206,023.22 | \$1.01 | \$206,217.19 | \$902.54 | |
| 200,000.00 | US Treasury Note 2.50% 2/15/2022 | 9128286C9 | \$203,224.71 | \$1.02 | \$203,844.00 | \$1,035.91 | |
| 180,000.00 | US Treasury Note 1.75% 5/15/2022 | 912828SV3 | \$182,396.83 | \$1.02 | \$183,108.60 | \$1,453.18 | |
| 180,000.00 | US Treasury Note 1.50% 8/15/2022 | 912828YA2 | \$182,292.24 | \$1.02 | \$183,277.80 | \$559.39 | |
| 80,000.00 | US Treasury Note 1.625% 11/15/2022 | 912828TY6 | \$81,310.26 | \$1.02 | \$81,834.40 | \$599.72 | |
| 80,000.00 | US Treasury Note 2.00% 2/15/2023 | 912828UN8 | \$82,021.66 | \$1.03 | \$82,637.60 | \$331.49 | |
| 300,000.00 | US Treasury Note 0.25% 4/15/2023 | 912828ZH6 | \$300,026.44 | \$1.00 | \$300,492.30 | \$32.79 | |

| Quantity | Security | Security Symbol | Total Cost | Price | Market Value | Accrued Interest | Per Item f. Assets |
|--------------------------|--|-----------------|-----------------------|--------|-----------------------|--------------------|-----------------------|
| U.S. Fixed Income | | | | | | | |
| US Treasury Notes | | | | | | | |
| 400,000.00 | US Treasury Note 0.25% 06/15/2023 | 912828ZU7 | \$399,905.40 | \$1.00 | \$400,564.00 | \$376.37 | |
| 230,000.00 | US Treasury Note 2.50% 8/15/2023 | 912828VS6 | \$242,576.82 | \$1.05 | \$241,980.70 | \$1,191.30 | |
| 210,000.00 | US Treasury Note 0.125% 10/15/2023 | 91282CAP6 | \$209,686.77 | \$1.00 | \$209,451.90 | \$11.48 | |
| 300,000.00 | US Treasury Note 0.125% 12/15/2023 | 91282CBA8 | \$299,370.30 | \$1.00 | \$298,828.20 | \$141.14 | |
| | | | \$2,995,967.92 | | \$3,005,376.93 | \$15,346.75 | 60.08 % |
| Cash | | | | | | | |
| Cash and TBills | | | | | | | |
| 100,000.00 | US Treasury Bills Zero Cpn 0.00% 5/27/2021 | 912796A33 | \$99,965.21 | \$1.00 | \$99,999.60 | \$0.00 | |
| 160,000.00 | United States Treas Bills 0.000% 06/10/21 B/E Dtd 12/10/20 | 912796B24 | \$159,992.27 | \$1.00 | \$159,998.30 | \$0.00 | |
| 520,000.00 | US Treasury Bill 0.00% 6/29/2021 | 912796H36 | \$519,825.71 | \$1.00 | \$519,991.73 | \$0.00 | |
| 200,000.00 | United States Treas Bills Zero Cpn 0.00% 9/16/2021 | 912796F46 | \$200,002.64 | \$1.00 | \$199,990.00 | \$0.00 | |
| 500,000.00 | United States Treas Bills 0.000% 10/14/21 B/E Dtd 04/15/21 | 912796G52 | \$499,916.00 | \$1.00 | \$499,954.40 | \$0.00 | |
| 500,000.00 | United States Treas Bills Zero Cpn 0.00% 10/21/2021 | 912796G60 | \$499,920.50 | \$1.00 | \$499,945.00 | \$0.00 | |
| Cash Sweep | | | | | | | |
| 27,609.40 | Schwab Bank Sweep | SchwabCash | \$27,609.40 | \$1.00 | \$27,609.40 | \$0.00 | |
| | | | \$2,007,231.73 | | \$2,007,488.43 | \$0.00 | 39.92 % |
| Total Portfolio | | | \$5,003,199.65 | | \$5,012,865.36 | \$15,346.75 | 100.00 % |

Transaction Summary From 4/1/2021 - 4/30/2021

| Trade Date | Settle Date | Security | Quantity | Trade Amount |
|-------------------------------|-------------|--|--------------------------------------|-------------------------|
| Buy Exchange | | | | |
| 4/15/2021 | 4/15/2021 | Schwab Bank Sweep | 500,000.00 | \$ 500,000.00 |
| 4/16/2021 | 4/20/2021 | Maryland St 4.15% 8/1/2023 | 20,000.00 | \$ 21,741.20 |
| 4/16/2021 | 4/20/2021 | TX St GO Utx 2.993% 10/1/2023 | 30,000.00 | \$ 31,974.60 |
| 4/16/2021 | 4/19/2021 | United States Treas Bills 0.000% 10/14/21 B/E Dtd 04/15/21 | 500,015.00 | \$ 499,916.00 |
| 4/20/2021 | 4/20/2021 | Schwab Bank Sweep | 500,000.00 | \$ 500,000.00 |
| 4/20/2021 | 4/22/2021 | United States Treas Bills Zero Cpn 0.00% 10/21/2021 | 500,015.00 | \$ 499,920.50 |
| 4/22/2021 | 4/22/2021 | Schwab Bank Sweep | 100,000.00 | \$ 100,000.00 |
| 4/29/2021 | 4/30/2021 | United States Treas Bills Zero Cpn 0.00% 9/16/2021 | 200,015.00 | \$ 200,002.64 |
| | | | Buy Exchange Total: | \$ 2,353,554.94 |
| Sell Exchange | | | | |
| 4/15/2021 | 4/15/2021 | US Treasury Bill 0.00% 4/15/2021 | -500,000.00 | -\$ 500,000.00 |
| 4/16/2021 | 4/20/2021 | Schwab Bank Sweep | -31,974.60 | -\$ 31,974.60 |
| 4/16/2021 | 4/20/2021 | Schwab Bank Sweep | -21,741.20 | -\$ 21,741.20 |
| 4/16/2021 | 4/19/2021 | Schwab Bank Sweep | -499,916.00 | -\$ 499,916.00 |
| 4/20/2021 | 4/20/2021 | US Treasury Note 0.00% 4/20/2021 | -500,000.00 | -\$ 500,000.00 |
| 4/20/2021 | 4/22/2021 | Schwab Bank Sweep | -499,920.50 | -\$ 499,920.50 |
| 4/22/2021 | 4/22/2021 | US Treasury Bill 0.00% 4/22/2021 | -100,000.00 | -\$ 100,000.00 |
| 4/29/2021 | 4/30/2021 | Schwab Bank Sweep | -200,002.64 | -\$ 200,002.64 |
| | | | Sell Exchange Total: | -\$ 2,353,554.94 |
| Dividends and Interest | | | | |
| 4/1/2021 | 4/1/2021 | Massachusetts St GO Bds Ser 2011D 5.00% 10/1/2026 PRRFD: 10/01/21 | 0.00 | \$ 750.00 |
| 4/15/2021 | 4/15/2021 | US Treasury Note 0.125% 10/15/2023 | 0.00 | \$ 131.25 |
| 4/15/2021 | 4/15/2021 | US Treasury Note 0.25% 4/15/2023 | 0.00 | \$ 375.00 |
| 4/16/2021 | 4/20/2021 | Maryland St 4.15% 8/1/2023 | 0.00 | -\$ 182.14 |
| 4/16/2021 | 4/20/2021 | TX St GO Utx 2.993% 10/1/2023 | 0.00 | -\$ 47.39 |
| | | | Dividends and Interest Total: | \$ 1,026.72 |

| Trade Date | Settle Date | Security | Quantity | Trade A | Item f. |
|---|-------------|--|----------|---------|-------------------|
| Dividend Interest Reinvested | | | | | |
| 4/15/2021 | 4/15/2021 | Schwab Bank Sweep | 0.92 | | \$ 0.92 |
| Dividend Interest Reinvested Total: | | | | | \$ 0.92 |
| Exchange and Other Trade Fees | | | | | |
| 4/16/2021 | 4/19/2021 | United States Treas Bills 0.000% 10/14/21 B/E Dtd 04/15/21 | -15.00 | | -\$ 15.00 |
| 4/20/2021 | 4/22/2021 | United States Treas Bills Zero Cpn 0.00% 10/21/2021 | -15.00 | | -\$ 15.00 |
| 4/29/2021 | 4/30/2021 | United States Treas Bills Zero Cpn 0.00% 9/16/2021 | -15.00 | | -\$ 15.00 |
| Exchange and Other Trade Fees Total: | | | | | -\$ 45.00 |
| Advisory Fees Paid | | | | | |
| 4/21/2021 | 4/21/2021 | Schwab Bank Sweep | -628.46 | | -\$ 628.46 |
| Advisory Fees Paid Total: | | | | | -\$ 628.46 |

Realized Gain/Loss

| Acquired Date | Units | Security | Cost Basis | Proceeds | Total Gain/Loss |
|--|------------|----------------------------------|----------------|----------------|-----------------|
| CITY AND BOROUGH OF WRANGELL OPERATING FUND-Public/Government | | | | | |
| 10/15/2020 | 500,000.00 | US Treasury Bill 0.00% 4/15/2021 | \$499,737.20 | \$500,000.00 | \$262.80 |
| 10/21/2020 | 100,000.00 | US Treasury Bill 0.00% 4/22/2021 | \$99,956.79 | \$100,000.00 | \$43.21 |
| 11/12/2020 | 500,000.00 | US Treasury Note 0.00% 4/20/2021 | \$499,790.00 | \$500,000.00 | \$210.00 |
| CITY AND BOROUGH OF WRANGELL OPERATING FUND-Public/Government Total: | | | \$1,800,035.59 | \$1,800,551.60 | \$516.01 |

Item f.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 7 |

Cruise Ship Report

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Press Release; 2. Wrangell DRAFT Cruise Calendar April 2021; 3. For reference, Cruise Calendar from January 2021

RECOMMENDATION MOTION:

None. For Information Only.

SUMMARY STATEMENT:

A lot happened this week! The Senate and the House passed by no objection the Alaska Tourism Restoration Act. Alaska's Congressional Delegation worked diligently for the state to see that this passed and to try and salvage some of the summer visitor season that so many communities in

southeast are so economically dependent on. This waives the requirements for cruise ships departing from Seattle to make a mandatory stop in Canada. The bill (<https://www.congress.gov/bill/117th-congress/senate-bill/593/text>) specifically names the ships it is applicable to and includes the larger ships that were scheduled for Wrangell.

As of Friday, May 21, 2021, when this report was finalized, Princess, Holland America and Norwegian Cruise Line were all advertising sailings to Alaska beginning in July. There are still sailing details to be worked out with CDC, but it appears that some of the summer will see the large cruise ships in Alaska. So far, the advertising requires all passengers to be vaccinated. At this time, staff has heard from some of the operators that Regent Seven Seas may call on Wrangell and possibly a couple of other cruise lines but have received no formal notices from Cruise Line Agency of Alaska. Staff will modify the cruise calendar as soon as we get word. Attached is the current calendar as of April 2021, but also for reference is the calendar from January prior to the cancellations (minus Alaska Dream Cruises and Uncruise as they had not provided a schedule in January).

American flag vessels of American Cruise Line and Alaska Dream Cruises notified the Port in the last couple of months that they were still planning to sail to Wrangell this summer. They have both provided a copy of their safety and health plans to the EOC for review. Alaska Dream Cruises is requiring all crew and passengers to be vaccinated. American Cruise Line has same requirement through end of June and, according to their plan, will then reevaluate.

On Friday, May 21, staff met with the tour operators utilizing the City Dock and summer floats during the visitor season for the annual pre-season operational meeting to discuss needs, issues, dock and summer float traffic and requirements. Items discussed included: traffic staging in the cul-de-sac on ship days; notifications to Barge lines if ships are on barge days; need to have on hand masks and hand sanitizer for operators; need to obtain from FEMA hydrostatic cleansers for the tour vessels and busses; weekly email COVID updates to operators/industry; preseason community outreach next week; Tourism Best Management Practices draft document review; regular garbage pick-up; potential need for Port Security position; and covered tent area for rainy days.

The EOC staff has reached out to the business community to alert them to cruise traffic resuming at the end of the month and to offer any resources which businesses feel they may need to operate safely. The EOC has confirmed with SEARHC Wrangell Medical Center that they are prepared to receive a COVID-positive patient or patients for care from a ship should the need arise.

The CBW is planning to keep the Alternate Isolation Site at Harding Lodge through the end of September. Action on this lease amendment is on this agenda for Assembly action. Administration and the EOC see this as an important component of “re-opening” support of economic tourism activity. The Isolation Site provides a location for visitors who may test COVID positive to isolate safely so they can disembark from a cruise ship in Wrangell if necessary.



FOR IMMEDIATE RELEASE

May 20, 2021

Alaska Congressional Delegation Successful in Fight to Create Path Forward for Alaska’s Tourism Industry

Alaska Tourism Restoration Act Passes Congress, Heads to President’s Desk

WASHINGTON—Today, the U.S. House of Representatives passed H.R. 1318, the *Alaska Tourism Restoration Act (ATRA)*. The legislation, led by U.S. Senators Lisa Murkowski and Dan Sullivan, and Congressman Don Young, all R-Alaska, provides cruise ships transporting passengers between the State of Washington and the State of Alaska with a temporary fix under the *Passenger Vessel Services Act (PVSA)*. Due to the Canadian prohibition on passenger vessels traveling through Canadian waters, large cruise ships sailing to Alaska would not have been able to sail to Alaska, as the PVSA requires a stop in a foreign country. The return of large cruise ships to Alaska is critical to provide economic opportunity for communities that rely on tourism. The bill now heads to the President’s desk to be signed into law.

“COVID-19 has devastated Alaska’s tourism industry. After missing the 2020 season due to COVID-19 travel restrictions, Alaskans across the state have been feeling fear, anxiety, and uncertainty over whether or not their jobs—their livelihoods—could survive another cancelled cruise ship season. For many, the advice was just to ‘get through to 2022’, but for the Delegation, that was simply not acceptable. Together, we committed to bringing Alaskans some level of relief,” **said Senator Murkowski**. “We’ve been working every angle to find a path forward for this critical industry. Alaskans shared their worries and needs, giving us valuable insight and perspectives. We worked with stakeholders and industry leaders across the state to brainstorm all our options and to find solutions that could work for the unique challenges facing our state. We were in close coordination with the Alaska State Legislature who strongly backed our efforts through a resolution of support. Overall, this is a huge victory, but getting this bill across the finish line represents more than just the determination of the Delegation—this is a testament to the strength and resilience of *all* Alaskans. Thank you to everyone who came together to help create the momentum needed to forge a path forward, including my Senate colleagues. I remain optimistic that this legislation will allow a level of safe cruising to resume this summer, giving

communities some semblance of a tourist season.”

“Today is a great day for Alaska, for our small businesses all across the state, and for Congress. Members from both sides of the aisle—and in both chambers—have come together to help their fellow Americans who are hurting,” **said Senator Sullivan**. “Hundreds of Alaska’s small business owners, who have put their savings, their hopes and their dreams into their businesses, were on the brink of being ruined as a result of the pandemic and the fact that our short cruise ship season was about to be canceled again. Our friends in Canada could have helped us here when we really needed them, and it’s unfortunate that they ultimately did not. But thanks to bipartisan cooperation in Congress and the unrelenting advocacy of Alaska’s delegation, our state is open for business and poised to welcome cruise ship passengers this summer. 2021 will not be the robust cruise ship season we have had in previous years, or was forecasted this year before the pandemic hit, but there will be ships, and there will be people, and that is excellent for Alaska.”

“Today truly is a great day for the State of Alaska and our communities in Southeast. Alaska’s tourism economy depends on the summer cruise season. The COVID-19 pandemic has devastated the tourism sector and caused undue stress on the Alaskan small businesses that rely on being able to welcome visitors from around the world,” **said Congressman Young**. “Families in Southeast have been kept awake at night from the stress-driven by uncertainty surrounding the upcoming season. Today’s passage of the Alaska Tourism Restoration Act brings urgently needed good news to our mom and pop small businesses. This bill solves one-half of the puzzle for the resumption of the 2021 Alaska cruise season, and now it is the CDC’s turn to act decisively and promulgate the guidance the industry needs to set sail for Alaska. Even before we had effective vaccines, the CDC allowed airlines, trains, and other hospitality providers to operate unencumbered. On the other hand, cruise lines were singled out and held to a much more prohibitive standard that would have put the final nail in the coffin for the 2021 season. However, in recent weeks, I have worked with the Administration, and I want to thank them for seeing the bigger picture and honoring their commitment to work with the industry to find a path forward under the Conditional Sail Order. I urge the CDC and the Administration to bring that work to fruition so that ships may sail to Alaska.

“Today’s bill passage comes at a critical time. Infections are down, mask mandates are being relaxed, and over 60% of the adult population has received at least one dose of the vaccine. We are turning a corner, and it is time to let our tourism sector get back to normal. This bill speaks to the dogged determination of the Alaska Delegation, and I am very grateful for the help of Senators Murkowski and Sullivan. Following Senate passage of the Alaska Tourism Restoration Act last week, John Horgan, Premier of British Columbia, described our effort as a ‘blip’ that would not go any further than the Senate. Now that the bill is headed to the President’s desk and cruises will bypass Canada entirely, I am sure that Premier Horgan will never again underestimate the ‘small but mighty’ Alaska Congressional Delegation. We now have a path forward for a 2021 cruise season, and I am confident that Alaskans will all do their part to ensure a safe and prosperous tour season. To those who will be visiting our state this summer, I say ‘welcome to Alaska; we are open for business!’”

Background:

- Following Senate passage, Congressman Don Young worked with House leadership to bring the ATRA to the floor. The delegation received assurances from the White House that it would be swiftly signed into law once sent to President Biden.

- On May 13, ATRA [passed](#) the U.S. Senate.
- On May 11, Senators Murkowski and Sullivan [wrote letters](#) urging Canada to reconsider the prohibition for passenger vessels in Canada's ports and waters, and calling on the secretary of the Department of Homeland Security to accept technical stops in Canada to satisfy the Passenger Vessel Services Act (PVSA), which currently restricts cruise ships transporting passengers between the State of Washington and Alaska.
- On April 30, Senators Murkowski and Sullivan [spoke on the Senate floor](#) urging their Senate colleagues to consider and pass S. 593, the *Alaska Tourism Restoration Act (ATRA)*.
- On March 26, the Alaska congressional delegation sent [a letter](#) with colleagues to Jeffrey Zients, the White House COVID response coordinator, urging the Biden administration to be more transparent and timely in their efforts to develop guidance for the resumption of operations for the cruise ship industry.
- On March 19, both senators met in person with Secretary of State Antony Blinken in Anchorage, Alaska and discussed Canada's border closures and sent a follow-up letter on March 24, reiterating and emphasizing the need to work together to address Canada's border closures.
- On March 5, Senators Murkowski and Sullivan [introduced the Alaska Tourism Restoration Act](#) to alleviate the PVSA restrictions for cruise ships transporting passengers between the State of Washington and the Alaska.
- On February 24, Congressman Don Young introduced the *Alaska Tourism Recovery Act* in the House of Representatives.
- On February 13, Senators Murkowski and Sullivan and Congressman Don Young penned [a letter](#) to Prime Minister of Canada, Justin Trudeau, urging him to work with the Alaska congressional delegation on COVID-19 travel restrictions in an effort to limit the negative impacts to Alaskan and Canadian constituents.
- On February 4, the Alaska congressional delegation [reacted to an announcement](#) by the Canadian minister of transport regarding two new Interim Orders which ban pleasure craft in Canadian Arctic waters and cruise vessels in all Canadian waters until February 28, 2022.
- In October 2020, in an effort to address US-Canada border crossing issues created by the COVID-19 pandemic, Senators Murkowski and Sullivan, Congressman Young, and Governor Mike Dunleavy (all R-Alaska) sent [a letter](#) to Canada Prime Minister Justin Trudeau to raise specific issues severely impacting Alaskans due to border crossing restrictions due to COVID-19. In their letter, the Alaska delegation highlighted specific, persisting challenges impacting the health and safety of Alaskans and proposed reasonable solutions.

###

May 2021

Item g.

| May 2021 | | | | | | | June 2021 | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 2 | 3 | 4 | 5 | 6 | 7 | 1 | 6 | 7 | 1 | 2 | 3 | 4 | 5 |
| 9 | 10 | 11 | 12 | 13 | 14 | 8 | 13 | 14 | 8 | 9 | 10 | 11 | 12 |
| 16 | 17 | 18 | 19 | 20 | 21 | 15 | 20 | 21 | 15 | 16 | 17 | 18 | 19 |
| 23 | 24 | 25 | 26 | 27 | 28 | 22 | 27 | 28 | 22 | 23 | 24 | 25 | 26 |
| 30 | 31 | | | | | 29 | | | 29 | 30 | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|-----------|----------|--------------------------------------|----------|
| Apr 25 | 26 | 27 | 28 | 29 | 30 | May 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 Baranof Dream 7:30am-4:00pm | 29 |
| 30 | 31 | Jun 1 | 2 | 3 | 4 | 5 |

June 2021

Item g.

| June 2021 | | | | | | | July 2021 | | | | | | |
|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 6 | 7 | 1 | 2 | 3 | 4 | 5 | 4 | 5 | 6 | 7 | 1 | 2 | 3 |
| 13 | 14 | 8 | 9 | 10 | 11 | 12 | 11 | 12 | 13 | 14 | 8 | 9 | 10 |
| 20 | 21 | 15 | 16 | 17 | 18 | 19 | 18 | 19 | 20 | 21 | 15 | 16 | 17 |
| 27 | 28 | 22 | 23 | 24 | 25 | 26 | 25 | 26 | 27 | 28 | 22 | 23 | 24 |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|---|--|---------------------------------------|------------------------------------|------------------------------------|--------|-----------------------------------|
| May 30 | 31 | Jun 1 Alaska Dream 7:30am - 3:00pm | 2 | 3 Baranof Dream 7:30am-4:00pm | 4 | 5 American Constellation 12:00 |
| 6 American Constellation 12:00pm - 12:00pm 12:30pm | 7 | 8 | 9 | 10 Alaska Dream 7:30am - 3:00pm | 11 | 12 |
| 13 Baranof Dream 7:30am-4:00pm | 14 | 15 Alaska Dream 7:30am - 3:00pm | 16 | 17 | 18 | 19 Baranof Dream 7:30am-4:00pm |
| 20 | 21 American Constellation 8:00pm - 9:00pm | 22 | 23 | 24 Alaska Dream 7:30am - 3:00pm | 25 | 26 |
| 27 | 28 | 29 Baranof Dream 7:30am-4:00pm | 30 Alaska Dream 7:30am - 3:00pm | Jul 1 | 2 | 3 |

July 2021

Item g.

| July 2021 | | | | | | | August 2021 | | | | | | |
|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 4 | 5 | 6 | 7 | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 11 | 12 | 13 | 14 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 18 | 19 | 20 | 21 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 25 | 26 | 27 | 28 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| | | | | 29 | 30 | 31 | 29 | 30 | 31 | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|--|------------------------------------|-----------|---|-----------------------------------|-----------------------------------|
| Jun 27 | 28 | 29 | 30 | Jul 1 American Constellation 8:00pm - 9:00pm | 2 | 3 |
| 4 | 5 Baranof Dream 7:30am-4:00pm | 6 | 7 | 8 Alaska Dream 7:30am - 3:00pm | 9 | 10 |
| 11 American Constellation 8:00pm - 9:00pm | 12 | 13 Alaska Dream 7:30am - 3:00pm | 14 | 15 | 16 | 17 Baranof Dream 7:30am-4:00pm |
| 18 | 19 | 20 | 21 | 22 Alaska Dream 7:30am - 3:00pm | 23 Baranof Dream 7:30am-4:00pm | 24 |
| 25 | 26 Admiralty Dream 10:00am - 6:00pm | 27 | 28 | 29 | 30 | 31 |

August 2021

| August 2021 | | | | | | | September 2021 | | | | | | |
|-------------|----|----|----|----|----|----|----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------------------------------------|----------------------------------|---|-----------------------------------|------------------------------------|-----------------------------------|----------|
| Aug 1 Silver Muse 6:30am - 4:00pm | 2 Baranof Dream 7:30am-4:00pm | 3 | 4 | 5 | 6 Alaska Dream 7:30am - 3:00pm | 7 |
| 8 Baranof Dream 7:30am-4:00pm | 9 | 10 Alaska Dream 7:00am - 3:00pm | 11 | 12 | 13 | 14 |
| 15 Silver Muse 7:30am - 6:00pm | 16 | 17 | 18 Baranof Dream 7:30am-4:00pm | 19 Alaska Dream 7:00am - 3:00pm | 20 | 21 |
| 22 Silver Muse 6:30am - 4:00pm | 23 | 24 Alaska Dream 7:00am - 3:00pm Baranof Dream 7:30am-4:00pm | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | Sep 1 | 2 | 3 | 4 |

September 2021

Item g.

| September 2021 | | | | | | | October 2021 | | | | | | |
|----------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 5 | 6 | 7 | 1 | 2 | 3 | 4 | 3 | 4 | 5 | 6 | 7 | 1 | 2 |
| 12 | 13 | 14 | 8 | 9 | 10 | 11 | 10 | 11 | 12 | 13 | 14 | 8 | 9 |
| 19 | 20 | 21 | 15 | 16 | 17 | 18 | 17 | 18 | 19 | 20 | 21 | 15 | 16 |
| 26 | 27 | 28 | 22 | 23 | 24 | 25 | 24 | 25 | 26 | 27 | 28 | 22 | 23 |
| | | | 29 | 30 | | | 31 | | | | | 29 | 30 |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---|-----------|------------------------------------|----------------------------------|----------|
| Aug 29 | 30 | 31 | Sep 1 | 2 Alaska Dream 7:00am - 3:00pm | 3 Baranof Dream 7:30am-4:00pm | 4 |
| 5 | 6 | 7 American Constellation 8:30am - 8:00am | 8 | 9 Baranof Dream 7:30am-4:00pm | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 Alaska Dream 7:00am - 3:00pm | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | Oct 1 | 2 |

2021 SHIPS AT A GLANCE

Item g.

Alaska Dream Cruises

(Allen Marine - Sitka)

| | |
|-----------------|-------------|
| Alaska Dream | 104' 40 pax |
| Baranof Dream | 143' 49 pax |
| Admiralty Dream | 143' 58 pax |
| Kruzof Explorer | 128' 12 pax |

American Cruise Lines: American Constellation 267' 170pax/60 crew

Silversea Cruises: Silver Muse 699' 691 pax/ 408 crew

May 2021

WRANGELL 2021 CRUISE SHIP CALENDAR - DRAFT 1-5-21

| May 2021 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| June 2021 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|--------------------------------------|---------|-----------|----------|--------------------------------------|--|
| Apr 25 | 26 | 27 | 28 | 29 | 30 | May 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 Roald Amundsen 9:00am -6:00pm (Anchor) |
| 16 Seven Seas Explorer 7:30am - 5:00pm | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 NG Sea Lion 7:00am - 4:00pm | 25 | 26 | 27 | 28 NG Sea Lion 7:00am - 4:00pm | 29 |
| 30 | 31 | Jun 1 | 2 | 3 | 4 | 5 |

June 2021

WRANGELL 2021 CRUISE SHIP CALENDAR - DRAFT 1-5-21

| June 2021 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| July 2021 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|--|---|-----------|--------------------------------------|--|----------|
| May 30 | 31 | Jun 1 Roald Amundsen 7:00am -6:00pm (Anchor) | 2 | 3 | 4 | 5 |
| 6 American Constellation 12:00pm - 12:00pm Seabourn Odyssey 7:00am - 6:00pm | 7 | 8 Roald Amundsen 9:00am -6:00pm (Anchor) | 9 | 10 | 11 | 12 |
| 13 NG Sea Lion 7:00am - 4:00pm | 14 | 15 | 16 | 17 NG Sea Lion 7:00am - 4:00pm | 18 | 19 |
| 20 Seabourn Odyssey 7:00am - 6:00pm | 21 American Constellation 8:00pm - 9:00pm | 22 | 23 | 24 Regatta 6:30am - 4:00pm | 25 Roald Amundsen 7:00am -6:00pm (Anchor) | 26 |
| 27 | 28 | 29 | 30 | Jul 1 | 2 | 3 |

July 2021**WRANGELL 2021 CRUISE SHIP CALENDAR - DRAFT 1-5-21**

July 2021

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

August 2021

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|--|---|---|---|--|---|
| Jun 27 | 28 | 29 | 30 | Jul 1 American Constellation 8:00pm - 9:00pm | 2 Roald Amundsen 8:00am - 6:00pm (Anchor) | 3 NG Sea Lion 7:00am - 4:00pm (Anc) |
| 4 Seabourn Odyssey 7:00am - 6:00pm | 5 | 6 Regatta 7:30am - 5:00pm | 7 NG Sea Lion 7:00am - 4:00pm | 8 Ocean Victory 7:30am - 5:00pm | 9 | 10 |
| 11 American Constellation 8:00pm - 9:00pm | 12 | 13 | 14 Crystal Endeavor 7:30am - 7:00pm | 15 | 16 Regatta 9:30am - 7:00pm | 17 |
| 18 Seabourn Odyssey 7:00am - 6:00pm | 19 Ocean Victory 7:30am - 5:00pm | 20 | 21 | 22 | 23 NG Sea Lion 7:00am - 4:00pm | 24 |
| 25 | 26 | 27 Crystal Endeavor 7:30am - 7:00pm NG Sea Lion 7:00am - 4:00pm | 28 Roald Amundsen 9:00am - 6:00pm (Anchor) | 29 Ocean Victory 7:30am - 5:00pm | 30 | 31 |

August 2021

WRANGELL 2021 CRUISE SHIP CALENDAR - DRAFT 1-5-21

| August 2021 | | | | | | |
|-------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| September 2021 | | | | | | |
|----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|---|-------------------------------------|---|-----------|-------------------------------------|--------|----------|
| Aug 1 Seabourn Odyssey 7:00am - 6:00pm Silver Muse 6:30am - 4:00pm | 2 | 3 Roald Amundsen 8:30am -6:00pm (Anchor) | 4 | 5 | 6 | 7 |
| 8 | 9 Ocean Victory 7:30am - 5:00pm | 10 | 11 | 12 NG Sea Lion 7:00am - 4:00pm | 13 | 14 |
| 15 Seabourn Odyssey 7:00am - 6:00pm Silver Muse 7:30am - 6:00pm | 16 NG Sea Lion 7:00am - 4:00pm | 17 | 18 | 19 Ocean Victory 7:30am - 5:00pm | 20 | 21 |
| 22 Silver Muse 6:30am - 4:00pm | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 Seabourn Odyssey 7:00am - 6:00pm | 30 Ocean Victory 7:30am - 5:00pm | 31 | Sep 1 | 2 | 3 | 4 |

September 2021

WRANGELL 2021 CRUISE SHIP CALENDAR - DRAFT 1-5-21

| September 2021 | | | | | | | October 2021 | | | | | | |
|----------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 5 | 6 | 7 | 1 | 2 | 3 | 4 | 3 | 4 | 5 | 6 | 7 | 1 | 2 |
| 12 | 13 | 14 | 8 | 9 | 10 | 11 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 15 | 16 | 17 | 18 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 22 | 23 | 24 | 25 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | 29 | 30 | | | 31 | | | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--|-------------------------------------|---|-----------|------------------------------------|--------|----------|
| Aug 29 | 30 | 31 | Sep 1 | 2 | 3 | 4 |
| 5 | 6 | 7 American Constellation 8:30am - 8:00am | 8 | 9 Ocean Victory 7:30am - 5:00pm | 10 | 11 |
| 12 Seabourn Odyssey 7:00am - 6:00pm | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 Ocean Victory 7:30am - 5:00pm | 21 | 22 | 23 | 24 | 25 |
| 26 Seabourn Odyssey 7:00am - 6:00pm | 27 | 28 Silver Cloud 7:30am - 7:00pm | 29 | 30 | Oct 1 | 2 |

2021 SHIPS AT A GLANCE

Alaska Dream Cruises

| | |
|-----------------|----------------------|
| Alaska Dream | 104' 40 pax |
| Baranof Dream | 143' 49 pax |
| Admiralty Dream | 143' 58 pax |
| Chichagof Dream | 207' 74 pax/ 30 crew |

Un-Cruise Adventures

| | |
|-----------------------|-----------------------|
| Wilderness Explorer | 186' 76 pax/ 26 crew |
| Wilderness Discoverer | 176' 76 pax / 26 crew |
| Wilderness Adventurer | 160' 60pax / 25 crew |
| Safari Quest | 120' 22 pax / 10 crew |
| SS Legacy | 192' 88 pax / 34 crew |

(Allen Marine - Sitka)

Oceania Cruises: Regatta 593' 684 pax /400 crew

Victory Cruiselines: Ocean Victory 341' 200pax / 115 crew

Seabourn: Seabourn Odyssey 650' 540 pax/330 crew

Windstar: Star Breeze 522' 208 pax/164 crew

Hurtigruten Ships: Roald Amundsen 460' 530 pax

American Cruise Lines: American Constellation 267' 170pax/60 crew

Regent Seven Seas Cruises: Seven Seas Explorer 735' 829 pax/ 542 crew

Lindblad Expeditions: NG Sea Lion 152' 62 pax;

Silversea Cruises: Silver Cloud 514' 296 pax/222 crew

Silver Muse 699' 691 pax/ 408 crew

Scenic Cruises: Scenic Eclipse 545' 228 pax

Crystal Cruises: Crystal Endeavor 600' 200 pax/200 crew

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 7 |

Landless Report

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

| | |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
|--------------------------|--------------------------------|

| | |
|--|---------|
| | Name(s) |
|--|---------|

| | |
|--|---------|
| | Name(s) |
|--|---------|

| | |
|--------------------------|----------|
| <input type="checkbox"/> | Attorney |
|--------------------------|----------|

| | |
|--------------------------|-----------|
| <input type="checkbox"/> | Insurance |
|--------------------------|-----------|

ATTACHMENTS: 1. Press Release; 2. HR3231; 3. Maps of selection for Wrangell Landless; 4. PILT and SRS impacts

RECOMMENDATION MOTION:

None. For Information Only.

SUMMARY STATEMENT:

Since late March staff have been talking to individuals regarding the Landless land selections in the Wrangell Borough. After concerns were voiced at the public meeting and other venues regarding the loss of public recreational facilities and potential access issues, staff have been trying to identify

alternative solutions to alleviate potential use conflicts prior to the introduction of the bill in Congress. Richard Rinehart had suggested that it might be possible to modify some boundaries on some of the selections. Staff is trying to finalize recommendations from the conversations with residents and prepare a report on suggested options to be ready for Assembly review prior to the meetings on June 3, 2021. The recently provided maps from Representative Young's office have a bit more detail on boundaries of the selections to help collect information and provide better recommendations.

Representative Young introduced HR 3231 Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act in the House last week, and the House version of the legislation is attached. It is the same as last year's legislation.

Staff from Senator Murkowski's office and possibly Representative Young's office will be in Wrangell on June 3 to have a work session with the Assembly to discuss the maps and ongoing concerns. The Senator realizes that there are still public concerns and wants to listen to those concerns and address them if possible prior to the introduction of the legislation by Senator Murkowski in the Senate. They will also be meeting with the WCA and visiting some of Wrangell's key CIP projects.

According to an initial review of the impacts to Wrangell's annual PILT and SRS payments, it is estimated based on the legislation introduced in 2020 and the FY 2019 payment receipts, that Wrangell will not see a loss in any PILT payments, but could see a loss of \$12,396 in SRS payments.

Congressman Don Young Introduces Legislation to Rectify 50-Year Injustice Keeping Land from Southeast Alaska Native Communities

Washington, May 13, 2021

Washington, D.C. – Today, **Alaska Congressman Don Young** introduced legislation to allow the Alaska Native communities of Haines, Ketchikan, Wrangell, Petersburg, and Tenakee to form urban corporations and receive land entitlements under the Alaska Native Claims Settlement Act of 1971 (ANCSA). During ANCSA's drafting process, these five Southeast communities were not included, preventing them from receiving land entitlements from the 44 million acres divided by the bill. Congressman Young's legislation rectifies this injustice by amending ANCSA, giving these communities the right to form an Alaska Native Urban Corporation and receive federal land — the same treatment other Southeast Native communities received a half-century ago. Text of the bill can be found [here](#).

"For too long, the so-called 'landless' Alaska Natives, from the communities of Haines, Ketchikan, Petersburg, Tenakee, and Wrangell, have been denied the land and local resources that other village and urban corporations received under the Alaska Native Claims Settlement Act (ANCSA) of 1971," **Congressman Don Young said**. "This was an error that should have never happened, and I have always fought to secure the recognition that these communities deserve. Access to land is crucial and will help bring economic opportunity and upward mobility to the Alaska Natives in Southeast. Today, I am very proud to introduce the Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act. Just as we have with Alaska Native communities across our state, this bill would finally amend ANCSA to provide each landless community with the right to form an Alaska Native Urban Corporation, making them eligible to receive 23,040 acres of federal land. I am grateful to have the support of Southeast's Alaska Native communities as partners in this important initiative, and I sincerely appreciate the extensive input and engagement from stakeholders. Securing a better tomorrow for Alaska Natives starts with ensuring fair treatment under the law. I ask my friends on both sides of the aisle to stand with us in the critical and long-overdue effort."

"We will call upon all of our shareholders, Tribal citizens, and non-Tribal citizens alike, to continue supporting our efforts to right a wrong that has gone on far too long. We will work together to help address misconceptions and opposition in our local communities and allow our communities to see the positive effects of corporate operations in Native communities," **said Randy Williams, Ketchikan Landless Shareholder and Southeast Alaska Landless Corporation Director**.

"I'm headed to my hometown of Petersburg this week to enjoy MayFest. It's the perfect example of how strong culture can drive commerce in our communities. The Landless Natives of Petersburg are looking for justice with their land back to have this same opportunity. We thank Congressman Young for getting the legislative process started in this current Congressional session," **said Nicole Hallingstad, Petersburg Landless Shareholder**.

PRESS RELEASE

Item h.

“We are very excited to hear of the bill’s introduction by Don Young earlier today. I would like to thank Congressman Young for once again fighting for our five unrecognized Landless Naive communities in Southeast Alaska to help us secure our land, provide community development and bring economic opportunities to our Indigenous Communities. We have not been idly sitting by waiting since the last Congress ended. We have been active meeting with the local governments, conservation groups and other interested parties. We all know this is a matter of equity and it is not going away until this injustice has been corrected,” **said Richard Rinehart, Wrangell Landless Shareholder.**

This legislation is the result of extensive and ongoing outreach and collaboration with stakeholders in Southeast Alaska. It identifies specific parcels of land that would be conveyed to the newly-formed urban corporations, which are depicted on official maps produced by the U.S. Forest Service. Additionally, this bill also includes detailed terms to both protect many existing uses of those lands and to ensure that reasonable access for the public is maintained.

Click below for maps of proposed land selections for the aforementioned Southeast Alaska Native Communities:

[Haines](#)

[Tenakee](#)

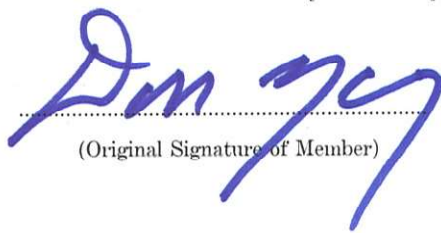
[Wrangell](#)

[Petersburg](#)

[Ketchikan](#)

###

[116H8751]


 (Original Signature of Member)

 117TH CONGRESS
 1ST SESSION
H. R. _____

To provide for the recognition of certain Alaska Native communities and the settlement of certain claims under the Alaska Native Claims Settlement Act, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. YOUNG introduced the following bill; which was referred to the Committee on _____

A BILL

To provide for the recognition of certain Alaska Native communities and the settlement of certain claims under the Alaska Native Claims Settlement Act, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
 2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the "Unrecognized South-
 5 east Alaska Native Communities Recognition and Com-
 6 pensation Act".

1 **SEC. 2. PURPOSE.**

2 The purpose of this Act is to redress the omission
3 of the southeastern Alaska communities of Haines, Ketch-
4 ikan, Petersburg, Tenakee, and Wrangell from eligibility
5 under the Alaska Native Claims Settlement Act (43
6 U.S.C. 1601 et seq.) by authorizing the Alaska Natives
7 enrolled in the communities—

8 (1) to form Urban Corporations for the commu-
9 nities of Haines, Ketchikan, Petersburg, Tenakee,
10 and Wrangell under the Alaska Native Claims Set-
11 tlement Act (43 U.S.C. 1601 et seq.); and

12 (2) to receive certain settlement land pursuant
13 to that Act.

14 **SEC. 3. ESTABLISHMENT OF ADDITIONAL NATIVE COR-**
15 **PORATIONS.**

16 Section 16 of the Alaska Native Claims Settlement
17 Act (43 U.S.C. 1615) is amended by adding at the end
18 the following:

19 “(e) NATIVE VILLAGES OF HAINES, KETCHIKAN, PE-
20 TERSBURG, TENAKEE, AND WRANGELL, ALASKA.—

21 “(1) IN GENERAL.—The Native residents of
22 each of the Native Villages of Haines, Ketchikan,
23 Petersburg, Tenakee, and Wrangell, Alaska, may or-
24 ganize as Urban Corporations.

25 “(2) EFFECT ON ENTITLEMENT TO LAND.—

26 Nothing in this subsection affects any entitlement to

1 land of any Native Corporation established before
2 the date of enactment of this subsection pursuant to
3 this Act or any other provision of law.”.

4 **SEC. 4. SHAREHOLDER ELIGIBILITY.**

5 Section 8 of the Alaska Native Claims Settlement Act
6 (43 U.S.C. 1607) is amended by adding at the end the
7 following:

8 “(d) NATIVE VILLAGES OF HAINES, KETCHIKAN,
9 PETERSBURG, TENAKEE, AND WRANGELL.—

10 “(1) IN GENERAL.—The Secretary shall enroll
11 to each of the Urban Corporations for Haines,
12 Ketchikan, Petersburg, Tenakee, or Wrangell those
13 individual Natives who enrolled under this Act to the
14 Native Villages of Haines, Ketchikan, Petersburg,
15 Tenakee, or Wrangell, respectively.

16 “(2) NUMBER OF SHARES.—Each Native who
17 is enrolled to an Urban Corporation for Haines,
18 Ketchikan, Petersburg, Tenakee, or Wrangell pursu-
19 ant to paragraph (1) and who was enrolled as a
20 shareholder of the Regional Corporation for South-
21 east Alaska shall receive 100 shares of Settlement
22 Common Stock in the respective Urban Corporation.

23 “(3) NATIVES RECEIVING SHARES THROUGH IN-
24 HERITANCE.—If a Native received shares of stock in
25 the Regional Corporation for Southeast Alaska

1 through inheritance from a decedent Native who
2 originally enrolled to the Native Village of Haines,
3 Ketchikan, Petersburg, Tenakee, or Wrangell and
4 the decedent Native was not a shareholder in a Vil-
5 lage Corporation or Urban Corporation, the Native
6 shall receive the identical number of shares of Settle-
7 ment Common Stock in the Urban Corporation for
8 Haines, Ketchikan, Petersburg, Tenakee, or
9 Wrangell as the number of shares inherited by that
10 Native from the decedent Native who would have
11 been eligible to be enrolled to the respective Urban
12 Corporation.

13 “(4) EFFECT ON ENTITLEMENT TO LAND.—
14 Nothing in this subsection affects entitlement to
15 land of any Regional Corporation pursuant to sec-
16 tion 12(b) or 14(h)(8).”.

17 **SEC. 5. DISTRIBUTION RIGHTS.**

18 Section 7 of the Alaska Native Claims Settlement Act
19 (43 U.S.C. 1606) is amended—

20 (1) in subsection (j)—

21 (A) in the third sentence, by striking “In
22 the case” and inserting the following:

23 “(3) THIRTEENTH REGIONAL CORPORATION.—
24 In the case”;

1 (B) in the second sentence, by striking
2 “Not less” and inserting the following:

3 “(2) MINIMUM ALLOCATION.—Not less”;

4 (C) by striking “(j) During” and inserting
5 the following:

6 “(j) DISTRIBUTION OF CORPORATE FUNDS AND
7 OTHER NET INCOME.—

8 “(1) IN GENERAL.—During”; and

9 (D) by adding at the end the following:

10 “(4) NATIVE VILLAGES OF HAINES, KETCH-
11 IKAN, PETERSBURG, TENAKEE, AND WRANGELL.—
12 Native members of the Native Villages of Haines,
13 Ketchikan, Petersburg, Tenakee, and Wrangell who
14 become shareholders in an Urban Corporation for
15 such a Native Village shall continue to be eligible to
16 receive distributions under this subsection as at-
17 large shareholders of the Regional Corporation for
18 Southeast Alaska.”; and

19 (2) by adding at the end the following:

20 “(s) EFFECT OF AMENDATORY ACT.—The Unrecog-
21 nized Southeast Alaska Native Communities Recognition
22 and Compensation Act and the amendments made by that
23 Act shall not affect—

1 “(1) the ratio for determination of revenue dis-
2 tribution among Native Corporations under this sec-
3 tion; or

4 “(2) the settlement agreement among Regional
5 Corporations or Village Corporations or other provi-
6 sions of subsection (i) or (j).”.

7 **SEC. 6. COMPENSATION.**

8 The Alaska Native Claims Settlement Act (43 U.S.C.
9 1601 et seq.) is amended by adding at the end the fol-
10 lowing:

11 **“SEC. 43. URBAN CORPORATIONS FOR HAINES, KETCHIKAN,**
12 **PETERSBURG, TENAKEE, AND WRANGELL.**

13 “(a) DEFINITION OF URBAN CORPORATION.—In this
14 section, the term ‘Urban Corporation’ means each of the
15 Urban Corporations for Haines, Ketchikan, Petersburg,
16 Tenakee, and Wrangell.

17 “(b) CONVEYANCES OF LAND.—

18 “(1) AUTHORIZATION.—

19 “(A) CONVEYANCES TO URBAN CORPORA-
20 TIONS.—Subject to valid existing rights and
21 paragraphs (3), (4), (5), and (6), the Secretary
22 shall convey—

23 “(i) to the Urban Corporation for
24 Haines, the surface estate in 12 parcels of
25 Federal land comprising approximately

1 23,040 acres, as generally depicted on the
2 maps entitled ‘Haines Selections’, num-
3 bered 1 and 2, and dated February 19,
4 2021;

5 “(ii) to the Urban Corporation for
6 Ketchikan, the surface estate in 9 parcels
7 of Federal land comprising approximately
8 23,040 acres, as generally depicted on the
9 maps entitled ‘Ketchikan Selections’, num-
10 bered 1 through 4, and dated February 19,
11 2021;

12 “(iii) to the Urban Corporation for
13 Petersburg, the surface estate in 12 par-
14 cels of Federal land comprising approxi-
15 mately 23,040 acres, as generally depicted
16 on the maps entitled ‘Petersburg Selec-
17 tions’, numbered 1 through 3, and dated
18 February 19, 2021;

19 “(iv) to the Urban Corporation for
20 Tenakee, the surface estate in 14 parcels
21 of Federal land comprising approximately
22 23,040 acres, as generally depicted on the
23 maps entitled ‘Tenakee Selections’, num-
24 bered 1 through 3, and dated February 19,
25 2021; and

1 “(v) to the Urban Corporation for
2 Wrangell, the surface estate in 13 parcels
3 of Federal land comprising approximately
4 23,040 acres, as generally depicted on the
5 maps entitled ‘Wrangell Selections’, num-
6 bered 1 through 5, and dated February 19,
7 2021.

8 “(B) CONVEYANCES TO REGIONAL COR-
9 PORATION FOR SOUTHEAST ALASKA.—Subject
10 to valid existing rights, on the applicable date
11 on which the surface estate in land is conveyed
12 to an Urban Corporation under subparagraph
13 (A), the Secretary shall convey to the Regional
14 Corporation for Southeast Alaska the sub-
15 surface estate for that land.

16 “(C) CONGRESSIONAL INTENT.—It is the
17 intent of Congress that the Secretary convey
18 the surface estates described in subparagraph
19 (A) not later than the date that is 2 years after
20 the applicable date of incorporation under sec-
21 tion 16(e)(1) of an Urban Corporation.

22 “(2) WITHDRAWAL.—

23 “(A) IN GENERAL.—Subject to valid exist-
24 ing rights, the Federal land described in para-
25 graph (1) is withdrawn from all forms of—

1 “(i) entry, appropriation, or disposal
2 under the public land laws;

3 “(ii) location, entry, and patent under
4 the mining laws;

5 “(iii) disposition under all laws per-
6 taining to mineral and geothermal leasing
7 or mineral materials; and

8 “(iv) selection under Public Law 85–
9 508 (commonly known as the ‘Alaska
10 Statehood Act’) (48 U.S.C. note prec. 21).

11 “(B) TERMINATION.—The withdrawal
12 under subparagraph (A) shall remain in effect
13 until the date on which the Federal land is con-
14 veyed under paragraph (1).

15 “(3) TREATMENT OF LAND CONVEYED.—Ex-
16 cept as otherwise provided in this section, any land
17 conveyed to an Urban Corporation under paragraph
18 (1)(A) shall be—

19 “(A) considered to be land conveyed by the
20 Secretary under section 14(h)(3); and

21 “(B) subject to all laws (including regula-
22 tions) applicable to entitlements under section
23 14(h)(3), including section 907(d) of the Alaska
24 National Interest Lands Conservation Act (43
25 U.S.C. 1636(d)).

1 “(4) PUBLIC EASEMENTS.—

2 “(A) IN GENERAL.—The conveyance and
3 patents for the land under paragraph (1)(A)
4 shall be subject to the reservation of public
5 easements under section 17(b).

6 “(B) TERMINATION.—No public easement
7 reserved on land conveyed under paragraph
8 (1)(A) shall be terminated by the Secretary
9 without publication of notice of the proposed
10 termination in the Federal Register.

11 “(C) RESERVATION OF EASEMENTS.—In
12 the conveyance and patents for the land under
13 paragraph (1)(A), the Secretary shall reserve
14 the right of the Secretary to amend the convey-
15 ance and patents to include reservations of pub-
16 lic easements under section 17(b) until the com-
17 pletion of the easement reservation process.

18 “(5) HUNTING, FISHING, RECREATION, AND AC-
19 CESS.—

20 “(A) IN GENERAL.—Any land conveyed
21 under paragraph (1)(A), including access to the
22 land through roadways, trails, and forest roads,
23 shall remain open and available to subsistence
24 uses, noncommercial recreational hunting and

1 fishing, and other noncommercial recreational
2 uses by the public under applicable law—

3 “(i) without liability on the part of the
4 Urban Corporation, except for willful acts
5 of the Urban Corporation, to any user as
6 a result of the use; and

7 “(ii) subject to—

8 “(I) any reasonable restrictions
9 that may be imposed by the Urban
10 Corporation on the public use—

11 “(aa) to ensure public safe-
12 ty;

13 “(bb) to minimize conflicts
14 between recreational and com-
15 mercial uses;

16 “(cc) to protect cultural re-
17 sources;

18 “(dd) to conduct scientific
19 research; or

20 “(ee) to provide environ-
21 mental protection; and

22 “(II) the condition that the
23 Urban Corporation post on any appli-
24 cable property, in accordance with

1 State law, notices of the restrictions
2 on use.

3 “(B) EFFECT.—Access provided to any in-
4 dividual or entity under subparagraph (A) shall
5 not—

6 “(i) create an interest in any third
7 party in the land conveyed under para-
8 graph (1)(A); or

9 “(ii) provide standing to any third
10 party in any review of, or challenge to, any
11 determination by the Urban Corporation
12 with respect to the management or devel-
13 opment of the land conveyed under para-
14 graph (1)(A), except as against the Urban
15 Corporation for the management of public
16 access under subparagraph (A).

17 “(6) MISCELLANEOUS.—

18 “(A) SPECIAL USE AUTHORIZATIONS.—

19 “(i) IN GENERAL.—On the conveyance
20 of land to an Urban Corporation under
21 paragraph (1)(A)—

22 “(I) any guiding or outfitting
23 special use authorization issued by the
24 Forest Service for the use of the con-
25 veyed land shall terminate; and

13

1 “(II) as a condition of the con-
2 veyance and consistent with section
3 14(g), the Urban Corporation shall
4 issue the holder of the special use au-
5 thorization terminated under sub-
6 clause (I) an authorization to continue
7 the authorized use, subject to the
8 terms and conditions that were in the
9 special use authorization issued by the
10 Forest Service, for—

11 “(aa) the remainder of the
12 term of the authorization; and

13 “(bb) 1 additional consecu-
14 tive 10-year renewal period.

15 “(ii) NOTICE OF COMMERCIAL ACTIVI-
16 TIES.—The Urban Corporation, and any
17 holder of a guiding or outfitting authoriza-
18 tion under this subparagraph, shall have a
19 mutual obligation, subject to the guiding
20 or outfitting authorization, to inform the
21 other party of any commercial activities
22 prior to engaging in the activities on the
23 land conveyed to the Urban Corporation
24 under paragraph (1)(A).

1 “(iii) NEGOTIATION OF NEW
2 TERMS.—Nothing in this paragraph pre-
3 cludes the Urban Corporation and the
4 holder of a guiding or outfitting authoriza-
5 tion from negotiating a new mutually
6 agreeable guiding or outfitting authoriza-
7 tion.

8 “(iv) LIABILITY.—Neither the Urban
9 Corporation nor the United States shall
10 bear any liability, except for willful acts of
11 the Urban Corporation or the United
12 States, regarding the use and occupancy of
13 any land conveyed to the Urban Corpora-
14 tion under paragraph (1)(A), as provided
15 in any outfitting or guiding authorization
16 under this paragraph.

17 “(B) ROADS AND FACILITIES.—

18 “(i) IN GENERAL.—The Secretary of
19 Agriculture shall negotiate in good faith
20 with the Urban Corporation to develop a
21 binding agreement for—

22 “(I) the use of National Forest
23 System roads and related transpor-
24 tation facilities by the Urban Corpora-
25 tion; and

15

1 “(II) the use of the roads and re-
2 lated transportation facilities of the
3 Urban Corporation by the Forest
4 Service and designees of the Forest
5 Service.

6 “(ii) TERMS AND CONDITIONS.—The
7 binding agreement under clause (i)—

8 “(I) shall provide that the State
9 (including entities and designees of
10 the State) shall be authorized to use
11 the roads and related transportation
12 facilities of the Urban Corporation on
13 substantially similar terms as are pro-
14 vided by the Urban Corporation to the
15 Forest Service;

16 “(II) shall include restrictions on,
17 and fees for, the use of the National
18 Forest System roads and related
19 transportation facilities in existence as
20 of the date of enactment of this sec-
21 tion, as necessary, that are reasonable
22 and comparable to the restrictions
23 and fees imposed by the Forest Serv-
24 ice for the use of the roads and re-
25 lated transportation facilities; and

1 “(III) shall not restrict or limit
2 any access to the roads and related
3 transportation facilities of the Urban
4 Corporation or the Forest Service that
5 may be otherwise provided by valid ex-
6 isting rights and agreements in exist-
7 ence as of the date of enactment of
8 this section.

9 “(iii) INTENT OF CONGRESS.—It is
10 the intent of Congress that the agreement
11 under clause (i) shall be entered into as
12 soon as practicable after the date of enact-
13 ment of this section and in any case by not
14 later than 1 year after the date of incorpo-
15 ration of the Urban Corporation.

16 “(iv) CONTINUED ACCESS.—Begin-
17 ning on the date on which the land is con-
18 veyed to the Urban Corporation under
19 paragraph (1)(A) and ending on the effec-
20 tive date of a binding agreement entered
21 into under clause (i), the Urban Corpora-
22 tion shall provide and allow administrative
23 access to roads and related transportation
24 facilities on the land under substantially
25 similar terms as are provided by the For-

1 est Service as of the date of enactment of
2 this section.

3 “(C) EFFECT ON OTHER LAWS.—

4 “(i) IN GENERAL.—Nothing in this
5 section delays the duty of the Secretary to
6 convey land to—

7 “(I) the State under Public Law
8 85–508 (commonly known as the
9 ‘Alaska Statehood Act’) (48 U.S.C.
10 note prec. 21); or

11 “(II) a Native Corporation
12 under—

13 “(aa) this Act; or

14 “(bb) the Alaska Land
15 Transfer Acceleration Act (43
16 U.S.C. 1611 note; Public Law
17 108–452).

18 “(ii) STATEHOOD ENTITLEMENT.—

19 “(I) IN GENERAL.—Statehood se-
20 lections under Public Law 85–508
21 (commonly known as the ‘Alaska
22 Statehood Act’) (48 U.S.C. note prec.
23 21) are not displaced by the parcels of
24 land described in clauses (i) through
25 (v) of paragraph (1)(A).

1 “(II) BOUNDARY ADJUST-
2 MENTS.—In the event of a dispute be-
3 tween an area selected as a Statehood
4 selection and a parcel of land referred
5 to in subclause (I), the Secretary shall
6 work with the Urban Corporation and
7 the State in good faith to adjust the
8 boundary of the parcel to exclude any
9 area selected as a Statehood selection.

10 “(iii) CONVEYANCES.—The Secretary
11 shall promptly proceed with the conveyance
12 of all land necessary to fulfill the final en-
13 titlement of all Native Corporations in ac-
14 cordance with—

15 “(I) this Act; and

16 “(II) the Alaska Land Transfer
17 Acceleration Act (43 U.S.C. 1611
18 note; Public Law 108–452).

19 “(iv) FISH AND WILDLIFE.—Nothing
20 in this section enlarges or diminishes the
21 responsibility and authority of the State
22 with respect to the management of fish
23 and wildlife on public land in the State.

24 “(D) MAPS.—

1 “(i) AVAILABILITY.—Each map re-
2 ferred to in paragraph (1)(A) shall be
3 available in the appropriate offices of the
4 Secretary and the Secretary of Agriculture.

5 “(ii) CORRECTIONS.—The Secretary,
6 in consultation with the Secretary of Agri-
7 culture, may make any necessary correc-
8 tion to a clerical or typographical error in
9 a map referred to in paragraph (1)(A).

10 “(c) CONVEYANCE OF ROADS, TRAILS, LOG TRANS-
11 FER FACILITIES, LEASES, AND APPURTENANCES.—

12 “(1) IN GENERAL.—The Secretary, without
13 consideration or compensation, shall convey to each
14 Urban Corporation, by quitclaim deed or patent, all
15 right, title, and interest of the United States in all
16 roads, trails, log transfer facilities, leases, and ap-
17 purtenances on or related to the land conveyed to
18 the Urban Corporation under subsection (b)(1)(A).

19 “(2) CONDITIONS.—The conveyance under
20 paragraph (1) shall be subject to—

21 “(A) section 14(g); and

22 “(B) all valid existing rights, including any
23 reciprocal rights-of-way, easements, or agree-
24 ments for the use of the roads, trails, log trans-

1 fer facilities, leases, and appurtenances con-
2 veyed under paragraph (1).

3 “(3) CONTINUATION OF AGREEMENTS.—

4 “(A) IN GENERAL.—On or before the date
5 on which land is conveyed to an Urban Cor-
6 poration under subsection (b)(1)(A), the Sec-
7 retary shall provide to the Urban Corporation
8 notice of all reciprocal rights-of-way, easements,
9 and agreements for use of the roads, trails, log
10 transfer facilities, leases, and appurtenances on
11 or related to the land in existence as of the date
12 of enactment of this section.

13 “(B) REQUIREMENT.—In accordance with
14 section 14(g), any right-of-way, easement, or
15 agreement described in subparagraph (A) shall
16 continue unless the right-of-way, easement, or
17 agreement—

18 “(i) expires under its own terms; or

19 “(ii) is mutually renegotiated.

20 “(d) SETTLEMENT TRUST.—

21 “(1) IN GENERAL.—Each Urban Corporation
22 may establish a settlement trust in accordance with
23 section 39 for the purposes of promoting the health,
24 education, and welfare of the trust beneficiaries, and
25 preserving the Native heritage and culture, of the

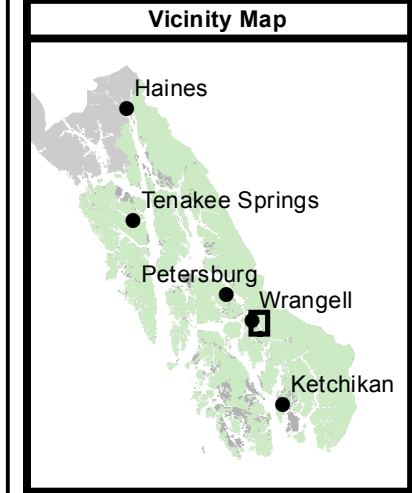
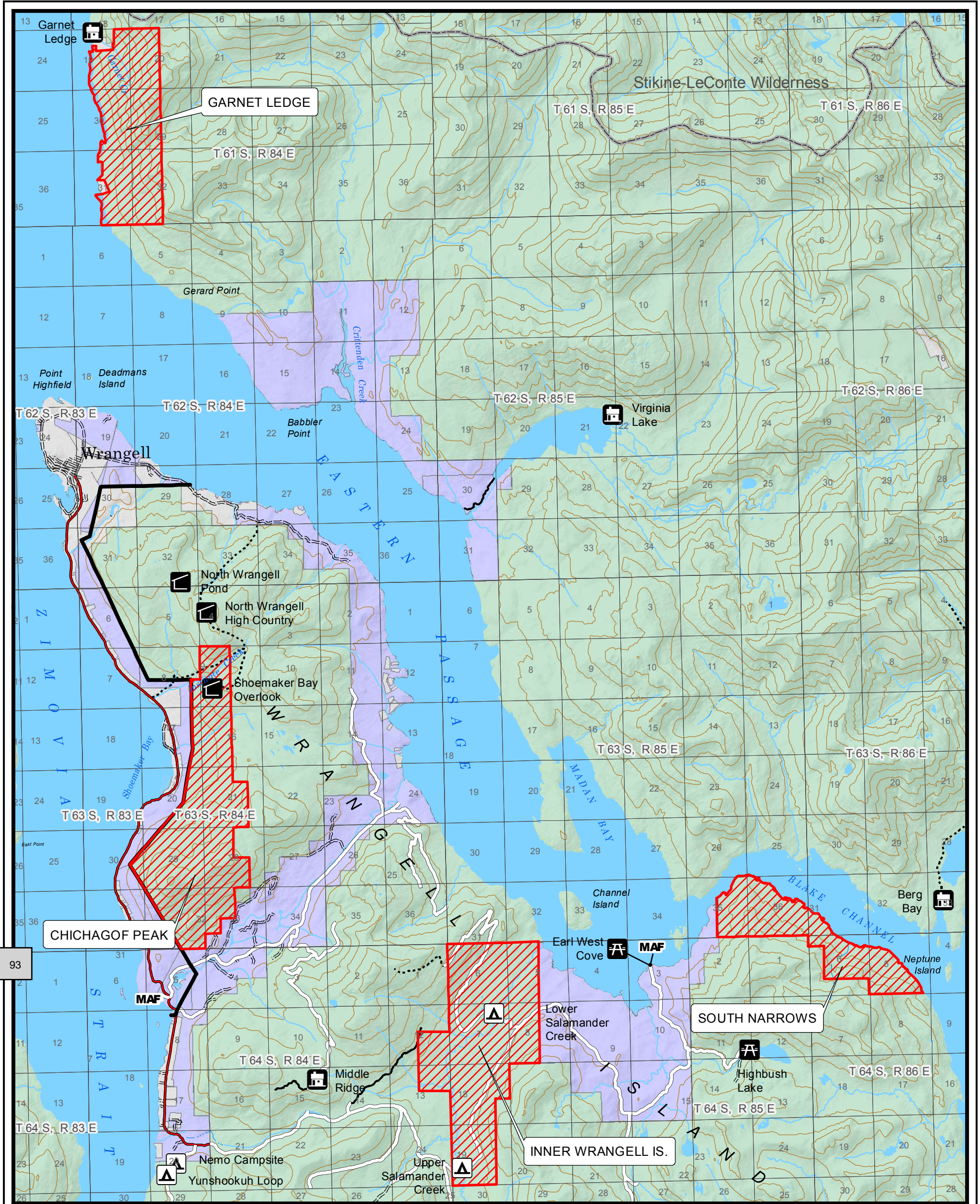
1 community of Haines, Ketchikan, Petersburg,
2 Tenakee, or Wrangell, as applicable.

3 “(2) PROCEEDS AND INCOME.—The proceeds
4 and income from the principal of a trust established
5 under paragraph (1) shall—

6 “(A) first be applied to the support of
7 those enrollees, and the descendants of the en-
8 rollees, who are elders or minor children; and

9 “(B) thereafter to the support of all other
10 enrollees.

11 “(e) AUTHORIZATION OF APPROPRIATIONS.—There
12 is authorized to be appropriated to the Secretary
13 \$12,500,000, to be used by the Secretary to provide 5
14 grants in the amount of \$2,500,000 each, to be used only
15 for activities that support the implementation of this sec-
16 tion, including planning and development.”.



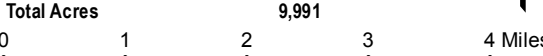
- | | |
|--|----------------------------------|
| | Proposed Selections |
| | U.S. Forest Service |
| | Native Corporation |
| | State of Alaska |
| | Other |
| | Tongass N.F. Proclaimed Boundary |
| | Ranger District Boundary |
| | Designated Wilderness |
| | City & Borough Boundary |
| | Marine Access Facility |
| | Highway |
| | Other Road |

- U.S. Forest Service**
- | | |
|--|---------------------------|
| | Camping Area/Site |
| | Campground |
| | Picnic Site |
| | Interpretive Site |
| | Rental Cabin |
| | Shelter |
| | Wildlife Viewing Site |
| | Open Roads |
| | Off-Highway Vehicle Trail |
| | Hiking Trail |

Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act

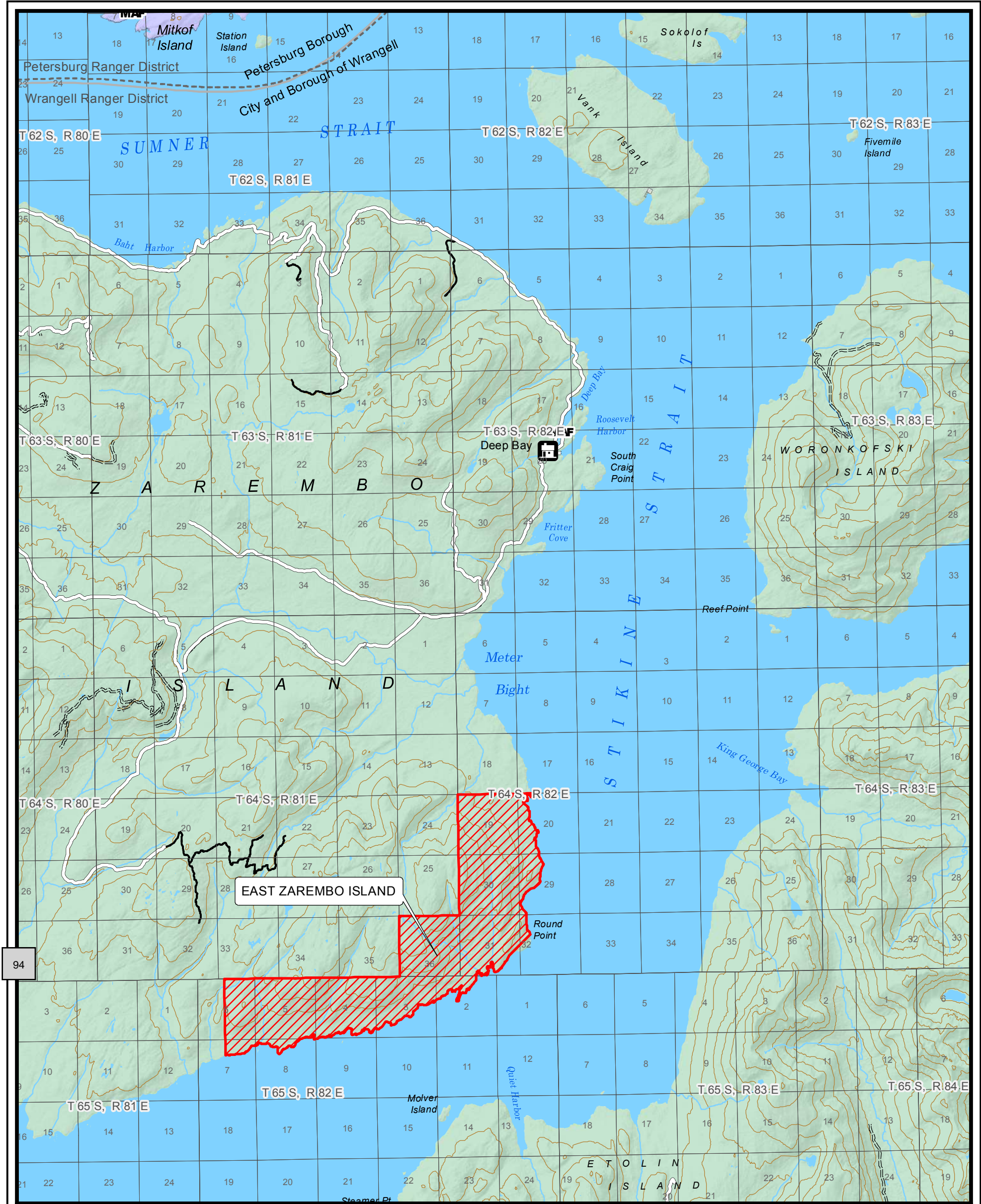
Urban Corporation for Wrangell,
Wrangell Selections Map 1 of 5
Preliminary Map, Version 2.0, 19-02-2021

| Proposed Selection | Acres | Public Land Survey System |
|--------------------|-------|---------------------------|
| Chichagof_Peak | 3,168 | Copper River Meridian |
| Inner_Wrangell_Is. | 3,275 | |
| South_Narrows | 1,457 | |
| Garnet_Ledge | 2,091 | |



U.S. Forest Service - Alaska Region
Tongass National Forest
Alaska At-Large, U.S. Congressional District

Map prepared at the request of Representative Don Young



Vicinity Map

Legend

| | | | | | |
|--|----------------------------------|-----------------------|-------------------------|--------------------------|---------------------------|
| | Proposed Selections | Land Ownership | | U.S. Forest Service | |
| | Native Corporation | | | State of Alaska | |
| | State of Alaska | | | Other | |
| | Tongass N.F. Proclaimed Boundary | | | Ranger District Boundary | |
| | Designated Wilderness | | City & Borough Boundary | | Marine Access Facility |
| | Highway | | Other Road | | Camping Area/Site |
| | Other Road | | Campground | | Picnic Site |
| | Interpretive Site | | Rental Cabin | | Shelter |
| | Wildlife Viewing Site | | Open Roads | | Off-Highway Vehicle Trail |
| | Hiking Trail | | Hiking Trail | | |

U.S. Forest Service

Urban Corporation for Wrangell, Wrangell Selections Map 2 of 5 Preliminary Map, Version 2.0, 19-02-2021

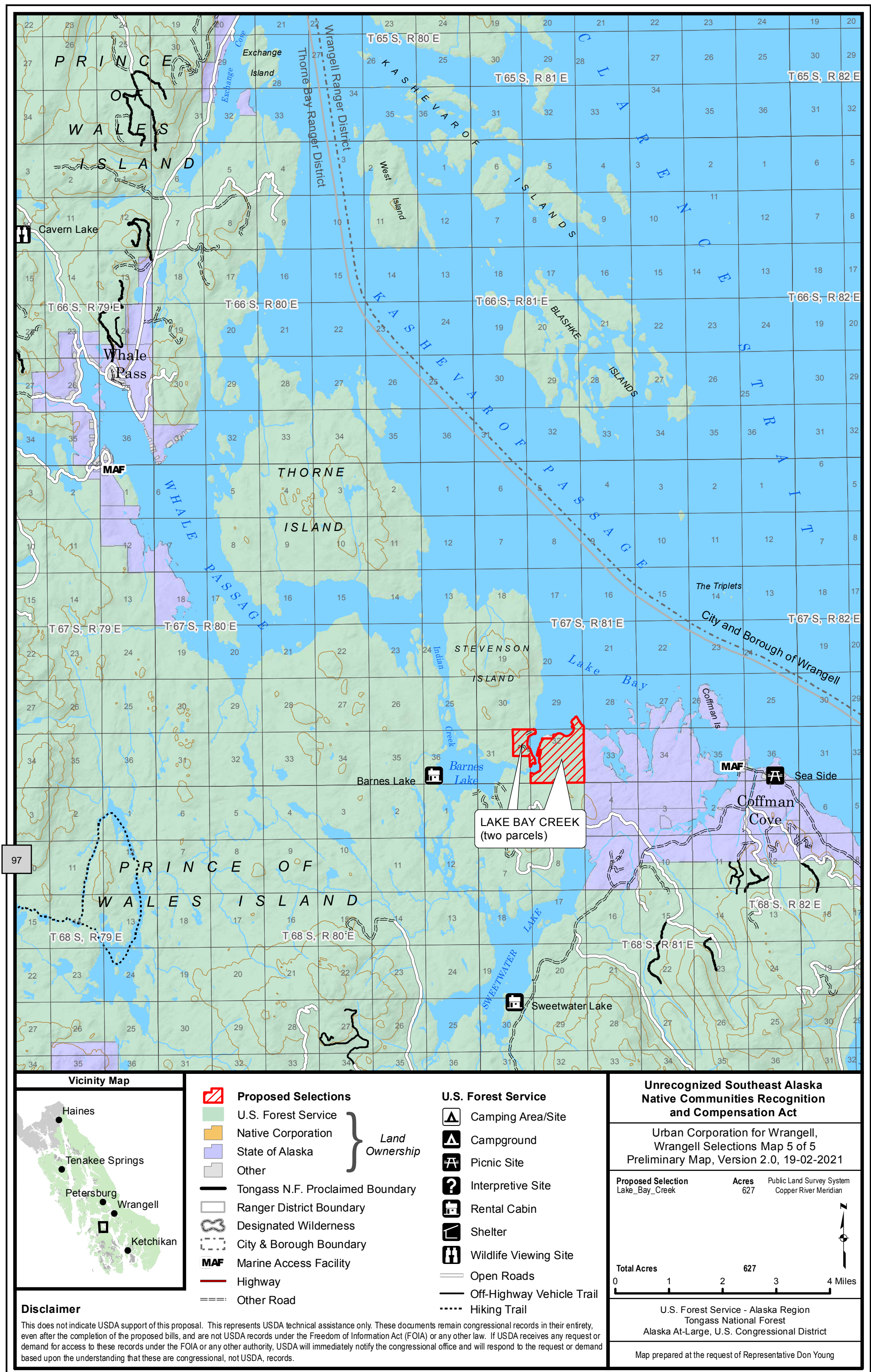
| | | |
|---------------------------|--------------|----------------------------------|
| Proposed Selection | Acres | Public Land Survey System |
| East_Zarembo_Island | 4,991 | Copper River Meridian |

Total Acres 4,991

0 1 2 3 4 Miles

U.S. Forest Service - Alaska Region
Tongass National Forest
Alaska At-Large, U.S. Congressional District

Map prepared at the request of Representative Don Young





MEMORANDUM

March 4, 2021

To:

From:

Subject: Potential Effects of Proposed Conveyance of U.S. Forest Service-Administered Lands in Alaska on Alaska PILT and SRS Payments

This memorandum responds to your request for an analysis of how proposed land conveyances in Alaska within draft legislation (provided by the requesting office) could potentially affect payments in Alaska under the Payments in Lieu of Taxes (PILT) and Secure Rural Schools and Community Self Determination Act (SRS) programs by reducing the number of federal acres in certain units of general local government (see **Table 1**).¹ The draft legislation would convey national forest system lands administered by the U.S. Forest Service (FS) to five newly created urban corporations in Alaska (see **Table 2**). This would have the effect of reducing the acreage of lands administered by the FS within six *boroughs* and two *census areas* in Alaska (see **Table 3**). CRS in this memorandum is providing estimates of how the proposed conveyance would have impacted FY2020 PILT payments (see **Table 4**) and FY2019 SRS payments (see **Table 5**), which were paid in FY2020, if the conveyance had been processed prior to calculating those payments. Given the uncertainties and data requirements for calculating future PILT and SRS payments (e.g., changes in acreage, prior year payments, and inflation adjustments for PILT and appropriations and proportional adjustments for SRS), it is not possible for CRS to predict how the conveyance would affect future payments (e.g., FY2021 PILT payments and FY2020 SRS payments).

This memorandum does not provide a general overview of either PILT or SRS or details on how payments under these programs are calculated. For additional background on these programs, see

- CRS Report R46260, *The Payments in Lieu of Taxes (PILT) Program: An Overview*, by R. Eliot Crafton;
- CRS In Focus IF11772, *Payments in Lieu of Taxes (PILT): Section 6902 Payments*, by R. Eliot Crafton; and

¹ The land conveyances are proposed in draft legislation provided to CRS by the requesting office (FLO20739 MWF, available at <https://www.energy.senate.gov/services/files/F7EE8C5F-AB3F-4FB4-9827-13D602B0E9A8>). The Payments in Lieu of Taxes program (PILT; P.L. 97-258, as amended) is at 31 U.S.C. §§6901-6907. The Secure Rural Schools and Community Self-Determination Act of 2000 (SRS; P.L. 106-393, as amended) is at 16 U.S.C. §§7101-7153. Although this memorandum provides information on bill provisions that may be considered in the development of cost estimates, the information in this memorandum is intended to describe the SRS and PILT payments in Alaska and is not intended to inform cost estimates.

- CRS Report R41303, *The Secure Rural Schools and Community Self-Determination Act: Background and Issues*, by Katie Hoover.

If you have further questions related to PILT or SRS, please contact [REDACTED] or [REDACTED], respectively.

Federal Acreage Under PILT and SRS and the Proposed Land Conveyance

The PILT and SRS programs provide compensation to *units of general local government* for the presence of non-taxable federal lands within their jurisdictions.² Such units are often counties, but other similar units (e.g., parish, borough, township) are also used for these payments depending on the state.³ In Alaska, payments are typically made to boroughs and municipalities (collectively referred to as *boroughs*) for areas that have been organized into such units. Areas of the state that have not been included in such organized units are compiled into an additional unit referred to as the *unorganized borough*. The unorganized borough is further subdivided into *census areas* for the purpose of the decennial census. Payments under PILT are allocated for boroughs and census areas,⁴ and payments under SRS are calculated for boroughs and for the unorganized borough, which is labeled in SRS payments as “Unorganized.”⁵

PILT provides compensation for the presence of defined federal lands, referred to as *entitlement acres*, within a unit of general local government’s jurisdiction.⁶ Entitlement acres include those federal lands

- in the National Park System;
- in the National Forest System;
- administered by the Bureau of Land Management;
- in the National Wildlife Refuge System withdrawn from the public domain;
- dedicated to the use of federal water resource development projects;
- used for certain dredge disposal areas;
- located near Purgatory River Canyon and Piñon Canyon, CO, that were acquired after December 31, 1981, to expand the Fort Carson military reservation;
- on which semi-active or inactive Army installations used for certain purposes are located; and
- acquired per the Southern Nevada Public Land Management Act (P.L. 105-263).

SRS defines “Federal land” to include specified

² *Unit of general local government* is defined for PILT at 31 U.S.C. §6901(2). For Alaska, the definition also accounts for those areas not otherwise incorporated into a defined unit by requiring that payments for such areas are made to “census area[s] used by the Secretary of Commerce in the decennial census.”

³ The term *unit of general local government* is used by PILT; SRS uses the term *county*.

⁴ Although PILT is comprised of multiple payment programs (Section 6902, Section 6904, and Section 6905), the Alaskan units of general local jurisdiction that have lands included in the proposed conveyance only received Section 6902 payments in FY2020. As such, only payments under Section 6902 are considered for the purposes of this memorandum.

⁵ See Department of the Interior, *FY2020 Payments in Lieu of Taxes National Summary*, pp. 118 and 213 at <https://www.doi.gov/pilt/resources/annual-reports>, and U.S. Forest Service, *FY2019 SRS Payment by County*, pp. 3-4, at https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd718569.pdf.

⁶ *Entitlement acre* is defined at 31 U.S.C. §6901(1).

- land within the National Forest System and
- portions of the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant land.⁷

Table 1 provides an overview of federal acreage used to calculate FY2020 PILT and FY2019 SRS payments in Alaska. The lands proposed for conveyance are all administered by the FS. Within Alaska, the FS administers lands as part of the Chugach and Tongass National Forests.

⁷ 16 U.S.C. §7102(2).

Table 1. Federal Acreage in Alaska Used to Calculate FY2020 PILT and FY2019 SRS Payments

| Local Unit Of Government | PILT BLM | PILT FS | SRS FS ^a | PILT NPS | PILT Army | PILT USACE | PILT FWS | PILT Total Acres |
|------------------------------|------------|-----------|---------------------|-----------|-----------|------------|------------|-------------------|
| Aleutians East Borough | 0 | 0 | 0 | 0 | 0 | 0 | 2,663,160 | 2,663,160 |
| Aleutians West Census Area | 0 | 0 | NA | 0 | 0 | 0 | 2,341,559 | 2,341,559 |
| Bethel Census Area | 2,767,326 | 0 | NA | 474,095 | 0 | 0 | 12,392,737 | 15,634,158 |
| Bristol Bay Borough | 25,999 | 0 | 0 | 37,120 | 0 | 0 | 6 | 63,125 |
| Denali Borough | 257,105 | 0 | 0 | 4,353,369 | 0 | 0 | 0 | 4,610,474 |
| Dillingham Census Area | 555,096 | 0 | NA | 0 | 0 | 0 | 2,455,413 | 3,010,509 |
| Fairbanks North Star Borough | 167,201 | 0 | 0 | 0 | 0 | 2,003 | 0 | 169,204 |
| Haines Borough | 188,781 | 767,952 | 767,952 | 0 | 55 | 0 | 0 | 956,788 |
| Hoonah-Angoon Census Area | 0 | 1,973,456 | NA | 2,667,837 | 0 | 0 | 0 | 4,641,293 |
| Juneau City & Borough | 187 | 1,672,846 | 1,672,846 | 0 | 0 | 0 | 0 | 1,673,033 |
| Kenai Peninsula Borough | 490,789 | 1,261,067 | 1,261,067 | 2,991,270 | 0 | 10 | 1,952,311 | 6,695,447 |
| Ketchikan Gateway Borough | 3 | 3,050,780 | 3,053,301 | 0 | 0 | 0 | 0 | 3,050,783 |
| Kodiak Island Borough | 0 | 0 | 0 | 803,280 | 0 | 0 | 2,012,837 | 2,816,117 |
| Kusilvak Census Area | 777,461 | 0 | 0 | 0 | 0 | 0 | 8,777,258 | 9,554,719 |
| Lake & Peninsula Borough | 599,878 | 0 | 0 | 4,581,089 | 0 | 0 | 3,354,996 | 8,535,963 |
| Matanuska Susitna Borough | 1,261,804 | 35,504 | 35,504 | 1,690,233 | 0 | 0 | 0 | 2,987,541 |
| Municipality Of Anchorage | 38,494 | 248,417 | 248,417 | 0 | 0 | 0 | 15 | 286,926 |
| Municipality-Skagway | 101,110 | 89,066 | 89,066 | 2,407 | 0 | 0 | 0 | 192,583 |
| Nome Census Area | 5,397,041 | 0 | 0 | 2,651,169 | 0 | 0 | 316,475 | 8,364,685 |
| North Slope Borough | 23,949,758 | 0 | 0 | 4,103,270 | 0 | 0 | 12,097,768 | 40,150,796 |
| Northwest Arctic Borough | 4,483,112 | 0 | 0 | 9,096,232 | 0 | 0 | 2,818,020 | 16,397,364 |
| Petersburg Borough | 0 | 1,798,235 | 1,801,163 | 0 | 0 | 0 | 0 | 1,798,235 |
| Prince of Wales Census Area | 0 | 2,737,150 | NA | 0 | 0 | 0 | 2,832 | 2,739,982 |
| S.E. Fairbanks Census Area | 2,177,040 | 0 | NA | 2,013,095 | 0 | 0 | 552,681 | 4,742,816 |
| Sitka City Borough | 40 | 1,819,678 | 1,820,799 | 58 | 0 | 0 | 76 | 1,819,852 |

| Local Unit Of Government | PILT BLM | PILT FS | SRS FS ^a | PILT NPS | PILT Army | PILT USACE | PILT FWS | PILT Total Acres |
|----------------------------|-------------------|-------------------|---------------------|-------------------|-----------|--------------|-------------------|--------------------|
| Valdez/Cordova Census Area | 1,390,061 | 3,855,788 | NA | 9,542,910 | 0 | 0 | 143,555 | 14,932,314 |
| Wrangell Borough | 0 | 1,597,694 | 1,597,694 | 0 | 0 | 0 | 0 | 1,597,694 |
| Yakutat Borough | 616,580 | 1,223,592 | 1,223,592 | 2,596,599 | 0 | 0 | 0 | 4,436,771 |
| Yukon Koyukuk Census Area | 25,070,032 | 0 | NA | 4,824,999 | 0 | 0 | 28,460,431 | 58,355,462 |
| Unorganized (SRS Only) | NA | NA | 8,567,230 | NA | NA | NA | NA | NA |
| TOTAL | 70,314,898 | 22,131,225 | 22,138,631 | 52,429,032 | 55 | 2,013 | 80,342,130 | 225,219,353 |

Source: CRS with data from Department of the Interior, *FY2020 Payments in Lieu of Taxes National Summary*, p. 213, at <https://www.doi.gov/pilt/resources/annual-reports>, and U.S. Forest Service, *FY2019 SRS Payment by County*, pp. 3-4, at https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd718569.pdf.

Notes: Acreage is for PILT except in row labeled Unorganized (SRS Only) and the column labeled SRS FS.

BLM: Bureau of Land Management; FS: U.S. Forest Service; NPS: National Park Service; USACE: U.S. Army Corps of Engineers; FWS: U.S. Fish and Wildlife Service. NA: not applicable (SRS includes all FS acreage not otherwise included in an organized borough in one category designated as "Unorganized"). The PILT program also compensates for certain Bureau of Reclamation lands as well as land in Utah acquired for the inter-basin water transfer (URC land) project; these columns are not included herein because there is no such acreage in Alaska.

a. SRS FS acreage is not included in the PILT Total Acres column.

If enacted, the draft legislation would allow “Native residents of each of the Native Villages of Haines, Ketchikan, Petersburg, Tenakee, and Wrangell, Alaska,” to organize as *urban corporations*. The draft legislation would also provide for the conveyance of specified FS-administered lands to each of the five newly organized urban corporations as provided for in maps associated with the draft legislation.⁸ **Table 2** provides a summary of the proposed conveyances by corporation and unit of general local government.

Table 2. Proposed Acreage of Conveyances of Lands Administered by the U.S. Forest Service in Alaska to Proposed Urban Corporations in Draft Legislation

| Proposed Urban Corporation that Would Receive Conveyance | Unit of General Local Government in Which the Conveyed Land is Located | Number of Acres of Proposed Conveyance |
|--|--|--|
| Haines | Haines Borough | 22,866 |
| Haines | Juneau City & Borough | 174 |
| Ketchikan | Ketchikan Gateway Borough | 11,585 |
| Ketchikan | Prince of Wales Census Area | 11,455 |
| Petersburg | Petersburg Borough | 22,011 |
| Petersburg | Unknown ^a | 1,030 |
| Tenakee | Haines Borough | 465 |
| Tenakee | Hoonah-Angoon Census Area | 15,735 |
| Tenakee | Sitka City Borough | 6,841 |
| Wrangell | Prince of Wales Census Area | 627 |
| Wrangell | Wrangell Borough | 22,413 |
| Total | | 115,202 |

Source: CRS with data from FLO20739 MWF, available at <https://www.energy.senate.gov/services/files/F7EE8C5F-AB3F-4FB4-9827-13D602B0E9A8>, and [REDACTED]

Notes:

- a. 1,030 acres of the proposed conveyance to the Petersburg Urban Corporation was not categorized to a specified unit of general local government.

Table 3 provides a breakdown of the proposed conveyances by unit of general local government within which the conveyance would occur.

⁸ The maps associated with the legislation are available at <https://www.energy.senate.gov/services/files/8B1EA6FA-7E17-4E1E-8A29-81210F3681C6>.

Table 3. Units of General Local Government in Which Proposed Conveyances are Located

| Proposed Unit of General Local Government in Which Conveyance is Located | Number of Acres of Proposed Conveyance |
|---|---|
| Haines Borough | 23,331 |
| Hoonah-Angoon Census Area | 15,735 |
| Juneau City & Borough | 174 |
| Ketchikan Gateway Borough | 11,585 |
| Petersburg Borough | 23,041 ^a |
| Prince of Wales Census Area | 12,082 |
| Sitka City Borough | 6,841 |
| Wrangell Borough | 22,413 |
| Total | 115,202 |

Source: CRS with data from [REDACTED]

Notes:

- a. 1,030 acres of the proposed conveyance to the Petersburg Urban Corporation was not categorized to a specified unit of general local government (see **Table 2**). For the purposes of **Table 3** and this memorandum, this acreage has been treated as if it was located within Petersburg Borough.

Potential Effects of the Proposed Land Conveyance on PILT and SRS Payments

The following sections provide estimates for how the FY2020 PILT payments and the FY2019 SRS payments would have been affected if the draft legislation had been enacted and conveyances had been processed prior to calculating such payments. The estimated effects are presented at the level of unit of general local government used by each program: borough and census area for PILT and borough and unorganized for SRS.

For PILT, the potential effects estimated below are premised on the proposed conveyances of lands in the following units of general local government that were used in FY2020 PILT payments:⁹

- Haines Borough, which includes the acres in Haines Borough proposed for conveyances to Haines Urban Corporation and Tenakee Urban Corporation;
- Hoonah-Angoon Census Area, which includes the acres in Hoonah-Angoon Census Area proposed for conveyance to Tenakee Urban Corporation;
- Juneau City and Borough, which includes the acres in Juneau City and Borough proposed for conveyance to Haines Urban Corporation;
- Ketchikan Gateway Borough, which includes the acres in Ketchikan Gateway Borough proposed for conveyance to Ketchikan Urban Corporation;
- Petersburg Borough, which includes the acres identified within Petersburg Borough and those in the unknown unit of general local government proposed for conveyance to Petersburg Urban Corporation;

⁹ Department of the Interior, *FY2020 Payments in Lieu of Taxes National Summary*, p. 213, at <https://www.doi.gov/pilt/resources/annual-reports>.

- Prince of Wales Census Area, which includes the acres in Prince of Wales Census Area proposed for conveyances to Ketchikan Urban Corporation and Wrangell Urban Corporation;
- Sitka City Borough, which includes the acres in the Sitka City Borough proposed for conveyance to Tenakee Urban Corporation; and
- Wrangell Borough, which includes the acres in Wrangell Borough proposed for conveyance to Wrangell Urban Corporation.

For SRS, the potential effects estimated below are premised on the proposed conveyances of lands in the following units of general local government that were used in FY2019 SRS payments:¹⁰

- Haines, which includes the acres in Haines proposed for conveyances to Haines Urban Corporation and Tenakee Urban Corporation;
- Juneau, which includes the acres in Juneau proposed for conveyance to Haines Urban Corporation;
- Ketchikan Gateway, which includes the acres in Ketchikan Gateway proposed for conveyance to Ketchikan Urban Corporation;
- Petersburg Borough, which includes which includes the acres identified within Petersburg Borough and those in the unknown unit of general local government proposed for conveyance to Petersburg Urban Corporation;
- Sitka, which includes the acres in Sitka proposed for conveyance to Tenakee Urban Corporation;
- Wrangell, which includes the acres in Wrangell proposed for conveyance to Wrangell Urban Corporation; and
- Unorganized, which includes the acres proposed for conveyance to Ketchikan Urban Corporation in Prince of Wales Census Area, Tenakee Urban Corporation in Hoonah-Angoon Census Area, and Wrangell Urban Corporation in Prince of Wales Census Area.

Estimated Potential Effects on Authorized FY2020 PILT Payments

Table 4 presents a rough estimate of the potential impact on Section 6902 PILT Payments of conveying the specified acreage of lands in Alaska administered by the FS to the various proposed urban corporations in the draft legislation. Estimates reflect how the conveyance would have affected FY2020 authorized payments had the conveyance occurred prior to the calculation of such payments. Note that the estimates below are for authorized payments rather than actual, prorated payments received by the units of general local government in FY2020.¹¹

The FY2020 data used to calculate the authorized payments under PILT, other than acreage, are assumed to be constant in the modelled conveyance scenario. For instance, the estimates below assume that prior year payments and population are the same under both the actual authorized FY2020 payments and the estimated authorized payments accounting for the proposed conveyances.

¹⁰ U.S. Forest Service, *FY2019 SRS Payment by County*, pp. 3-4, at https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd718569.pdf.

¹¹ In FY2020, the prorated payments actually received by units of general local government were 99.9% of the authorized payments to account for the slight discrepancy between appropriated funding available for payments and authorized payments resulting from a set-aside for program administration.

As shown in **Table 4**, estimated authorized payments for six (Hoonah-Angoon Census Area, Juneau City and Borough, Petersburg Borough, Prince of Wales Census Area, Sitka City Borough, and Wrangell Borough) of the eight units of general local government that would have lands conveyed pursuant to the draft legislation would not have been affected in FY2020 by the implementation of the draft legislation. This is because PILT payments to units of general local government are constrained by population-based ceilings if the calculated payment based on acreage exceeds the population-based ceiling for that unit of general local government.¹² Such was the case for these six units in FY2020, and this would remain so under the modelled scenario accounting for the land conveyance. For the two remaining units of general local government, Haines Borough's payment would have decreased by \$9,332 (i.e., after conveyance, Haines Borough's authorized payment would have been 97.6% of the actual FY2020 authorized payment without the conveyance) and Ketchikan Gateway Borough's payment would have decreased by \$4,634 (i.e., after conveyance, Ketchikan Gateway Borough's authorized payment would have been 99.6% of the actual FY2020 authorized payment without the conveyance) if land had been conveyed prior to calculations for FY2020.

As noted, the estimates in **Table 4** assume that other factors necessary to calculate PILT payments remained constant between the actual authorized payments and the land conveyance scenario. Although changes to these other factors, such as increasing or decreasing prior year payments or changing a unit's population, also could alter how the proposed conveyances would impact payments, contemplating such changes would be purely speculative and is beyond the scope of this analysis.

¹² For more information on how Section 6902 payments are calculated under PILT, see CRS In Focus IF11772, *Payments in Lieu of Taxes (PILT): Section 6902 Payments*, by R. Eliot Crafton

Table 4. Estimated Potential Impacts of Draft Legislation on FY2020 Authorized Section 6902 Payments, by Unit of General Local Government

Effects are modelled as if draft legislation had been enacted prior to the calculation of the FY2020 Section 6902 payments

| Unit of General Local Government | Entitlement Acres | Estimated Reduction in Acres Pursuant to Proposed Conveyance | Acreage After Proposed Conveyance | FY2020 Authorized Section 6902 Payments | Estimated Authorized Section 6902 Payments with Conveyance | Estimated Difference in Authorized Section 6902 Payments with Conveyance |
|----------------------------------|-------------------|--|-----------------------------------|---|--|--|
| Haines Borough | 956,788 | 23,331 | 933,457 | \$382,715 | \$373,383 | -\$9,332 |
| Hoonah-Angoon Census Area | 4,641,293 | 15,735 | 4,625,558 | \$409,593 | \$409,593 | \$0 |
| Juneau City & Borough | 1,673,033 | 174 | 1,672,859 | \$2,474,268 | \$2,474,268 | \$0 |
| Ketchikan Gateway Borough | 3,050,783 | 11,585 | 3,039,198 | \$1,220,313 | \$1,215,679 | -\$4,634 |
| Petersburg Borough | 1,798,235 | 23,041 ^a | 1,775,194 | \$613,343 | \$613,343 | \$0 |
| Prince of Wales Census Area | 2,739,982 | 12,082 | 2,727,900 | \$1,069,980 | \$1,069,980 | \$0 |
| Sitka City Borough | 1,819,852 | 6,841 | 1,813,011 | \$779,368 | \$779,368 | \$0 |
| Wrangell Borough | 1,597,694 | 22,413 | 1,575,281 | \$476,621 | \$476,621 | \$0 |
| Total | 18,277,660 | 115,202 | 18,162,458 | \$7,426,201 | \$7,412,235 | -\$13,966 |

Source: CRS with data from *FY2020 Payments in Lieu of Taxes National Summary*, at <https://www.doi.gov/pilt/resources/annual-reports> and [REDACTED]

Notes:

- a. 1,030 acres of the proposed conveyance to the Petersburg Urban Corporation was not categorized to a specified unit of general local government. For the purposes of **Table 4** and this memorandum, this acreage has been treated as if it was located within Petersburg Borough.

Estimated Potential Effects on FY2019 SRS Payments

Table 5 presents a rough estimate of the potential impact of conveying the specified acreage of lands in Alaska administered by the FS on FY2019 SRS payments to certain local government units. The estimates are based on figures from the FY2019 SRS payments, which were made in FY2020. Estimated FY2019 SRS payments under the conveyance scenario would decrease for all seven *counties*, with reductions ranging from \$53 in Juneau to \$14,328 for the unorganized region.

An important consideration is that several calculations in the SRS formula are proportional, including the calculation related to acreage. More specifically, this means that the SRS payment is based in part on the proportion of federal acreage in any given local government unit area as compared to the proportion of federal acreage in all participating local government units. Therefore, reducing the federal acreage in one jurisdiction will impact the acreage proportions across all local government units receiving an SRS payment, and this will impact the *per acre payment rate* across all local government units receiving an SRS payment (742 local government units received a FY2019 SRS payment).¹³ CRS is unable to calculate the impact of the proposed acreage changes on the per acre payment rates across all participating local government units. Therefore, CRS used the actual FY2019 per acre payment rates for the specified local government units in Alaska to estimate the potential impact of the proposed land conveyances, but note that the per acre payment rates potentially would have been different if the draft legislation had been enacted and conveyances had been processed prior to calculating the payments.

Note that SRS payments are not authorized after the FY2020 payments are issued later in the calendar year.¹⁴

Table 5. Estimated Potential Impacts of Draft Legislation on FY2019 SRS Payments, by County

Effects are modelled as if draft legislation had been enacted prior to the calculation of the FY2019 SRS payments

| County | National Forest Acres for FY2019 SRS payment | FY2019 SRS Payment (Titles I and III only) | Estimated Reduction in Acres Pursuant to Proposed Conveyance | FY2019 Per Acre Payment Rate ^a | Estimated FY2019 SRS Payment (Titles I and III only) with Conveyance | Estimated Difference in FY2019 SRS Payment (Titles I and III only) with Conveyance |
|-----------------------------------|--|--|--|---|--|--|
| Haines | 767,952 | \$229,927 | 23,331 | \$0.30 | \$222,941 | -\$6,985 |
| Juneau | 1,672,846 | \$509,051 | 174 | \$0.30 | \$508,999 | -\$53 |
| Ketchikan Gateway | 3,053,301 | \$847,305 | 11,585 | \$0.28 | \$844,090 | -\$3,215 |
| Petersburg Borough | 1,801,163 | \$468,482 | 23,041 ^b | \$0.26 | \$462,489 | -\$5,993 |
| Sitka | 1,820,799 | \$458,071 | 6,841 | \$0.25 | \$456,350 | -\$1,721 |
| Wrangell | 1,597,694 | \$883,647 | 22,413 | \$0.55 | \$871,250 | -\$12,396 |
| Unorganized (Tongass and Chugach) | 8,567,230 | \$4,412,870 | 27,817 | \$0.52 | \$4,398,542 | -\$14,328 |
| Total^c | 19,280,985 | \$7,809,353 | 115,202 | — | \$7,764,661 | -\$44,691 |

¹³ U.S. Forest Service, "Forest Service Distributes Secure Rural Schools Payments," press release, March 31, 2020, <https://www.fs.usda.gov/news/releases/forest-service-distributes-secure-rural-schools-payments-0>.

¹⁴ 16 U.S.C. §1711.

Source: CRS with data from U.S. Forest Service, *FY2019 SRS Payment by County*, pp. 3-4, at https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd718569.pdf.

Notes: The table uses “counties” as listed in the Forest Service report for the *FY2019 SRS Payment by County*. These units are referred to elsewhere in this report as units of general local government. The Forest Service report also includes an “Unorganized” category, but does not define what this includes. CRS estimates that this includes the Prince of Wales and Hoonah-Angoon Census Areas, which would be affected by the draft legislation, as well as the Valdez/Cordova Census Area, which would not be affected by the draft legislation. The table only reflects the units in which land would be conveyed under the draft legislation. Some discrepancies may have arisen due to rounding.

- a. CRS used the FY2019 per acre payment rates as a constant variable for purposes of estimating the impact of the proposed land conveyances. Because the per acre payment rates are based in part on the proportion of federal acreage across all local governments receiving an SRS payment, however, these variables would have been impacted by the acreage changes in the proposed land conveyances.
- b. 1,030 acres of the proposed conveyance to the Petersburg Urban Corporation was not categorized to a specified unit of general local government. For the purposes of **Table 5** and this memorandum, this acreage has been treated as if it was located within Petersburg Borough.
- c. The total reflects the sum of the counties listed in this table and does not reflect the total of each column across the state of Alaska. In total, there were 22,138,631 National Forest acres in the state of Alaska and the total FY2019 SRS payment was \$8,850,761 (Titles I and Titles III only).

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 7 |

Institute Property Development Report

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

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

| | |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
|--------------------------|--------------------------------|

| | |
|--|---------|
| | Name(s) |
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| | Name(s) |
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| | |
|--------------------------|----------|
| <input type="checkbox"/> | Attorney |
|--------------------------|----------|

| | |
|--------------------------|-----------|
| <input type="checkbox"/> | Insurance |
|--------------------------|-----------|

ATTACHMENTS: 1. Preliminary Plat for Phase I; 2. Draft Utility Cost Estimate

RECOMMENDATION MOTION:

None. For Information Only.

SUMMARY STATEMENT:

In April, the Planning and Zoning Commission approved a preliminary plat for 40 residential lots at the former Institute Property. The development is planned for the northern portion of the property between the Institute Creek along Rainbow Falls and the creek that bisects the property

near the 5-mile beach pull out. Temporarily the plat is named Shoemaker Subdivision, but the Wrangell Cooperative Association was working on naming the subdivision.

Since that time, cost estimates for utilities, roads and mitigation requirements were developed, such that the project is now proposed to be constructed in two phases, each phase consisting of 20 lots. The current estimate for utility and road development of Phase 1 is between \$1.5 million to just over \$2 million depending on development components (attached). The Corps of Engineers permit has been submitted and should be out for Public Notice soon.

A new preliminary plat for Phase I will be before the Planning and Zoning Commission at a Special meeting on June 1. The Commission has also reviewed the Master Plan and at the first June Assembly meeting a modified Master Plan site plan will be presented to the Assembly for concurrence.

Draft zoning has been developed by the Planning and Zoning Commission and is being reviewed by staff and the Attorney for consistencies and other issues. The Commission is proposing a new Medium Density Single Family Residential Zone for this development.

Ramsey Appraisal Resource has provided a quote for appraising the Phase I development and the Professional Service Agreement Modification and associated budget amendment is before the Assembly for action at this meeting. Administration has requested the appraisals contain values for the lots with paved, and un-paved streets. The appraisals will help the CBW understand the amount of revenue that can be expected from lot sales to help off-set the cost of development.

| LEGEND | |
|--------|--|
| | BLOCK NUMBER |
| | PRIMARY MONUMENT REMOVED THIS SURVEY |
| | FOUND BLM/GLO MONUMENT |
| | SECONDARY MONUMENT SET THIS SURVEY |
| | SECONDARY MONUMENT RECOVERED |
| | MONUMENT NUMBER |
| | SET PRIMARY MONUMENT THIS SURVEY |
| | FOUND PRIMARY MONUMENT |
| | UNSURVEYED |
| | SURVEYED |
| | ROW CENTERLINE |
| | OVERHEAD ELECTRICAL LINE |
| (R1) | RECORD PER U.S. No. 3709 (PLAT 65-250) |
| (R2) | RECORD PER SHOEMAKER BAY SUBD. (PLAT 87-9) |
| (R3) | RECORD PER U.S. No. 3403 (SUBD. OF LOT 4, U.S.S. No. 3403) |
| (R4) | RECORD PER TRUST LAND SURVEY No. 2018-10 (PLAT 2020-5) |
| XX | MEASURED DATA |
| PAE | PUBLIC ACCESS EASEMENT |
| PUE | PUBLIC UTILITY EASEMENT |
| (TBD) | TO BE DEDICATED TO THE PUBLIC BY THIS PLAT |

| CURVE TABLE | | | |
|-------------|-----------|-----------|---------------------------|
| CURVE DELTA | RADIUS | ARC CHORD | CH. BEARING |
| C1 | 30°09'57" | 2343.15 | 1233.65 N80°29'13"W |
| C2 | 13°07'45" | 2343.15 | 556.93 535.75 S21°58'08"E |
| C3 | 0°44'02" | 2343.15 | 30.02 528°54'01"E |
| C4 | 0°44'01" | 2343.15 | 30.01 529°38'03"E |
| C5 | 2°26'16" | 2343.15 | 99.70 531°13'12"E |
| C6 | 2°41'32" | 2343.15 | 110.10 533°47'06"E |
| C7 | 3°11'59" | 2343.15 | 130.84 536°43'52"E |
| C8 | 3°11'04" | 2343.15 | 130.23 539°55'23"E |
| C9 | 3°30'57" | 2343.15 | 143.78 543°16'24"E |
| C10 | 0°32'19" | 2343.15 | 22.03 N45°18'02"W |
| C11 | 28°35'47" | 143.49 | 71.62 70.88 S52°48'20"W |
| C12 | 12°04'04" | 143.49 | 30.22 567°06'14"W |
| C13 | 16°31'43" | 143.49 | 41.39 567°04'11"W |
| C14 | 28°35'47" | 113.49 | 56.64 571°11'11"W |
| C15 | 8°21'49" | 173.49 | 25.33 N45°34'09"W |
| C16 | 0°00'02" | 5614.08 | 0.06 545°32'58"E |
| C17 | 0°02'27" | 2343.15 | 1.67 545°32'58"E |

THIS DRAWING MAY BE REDUCED, VERIFY SCALE BEFORE USING

SCALE 1"=75'

1 METERS=1,280,833 U.S. SURVEY FEET

1 U.S. ACRE=0.4047 HECTARES

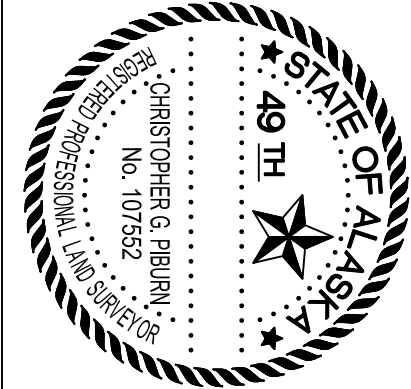
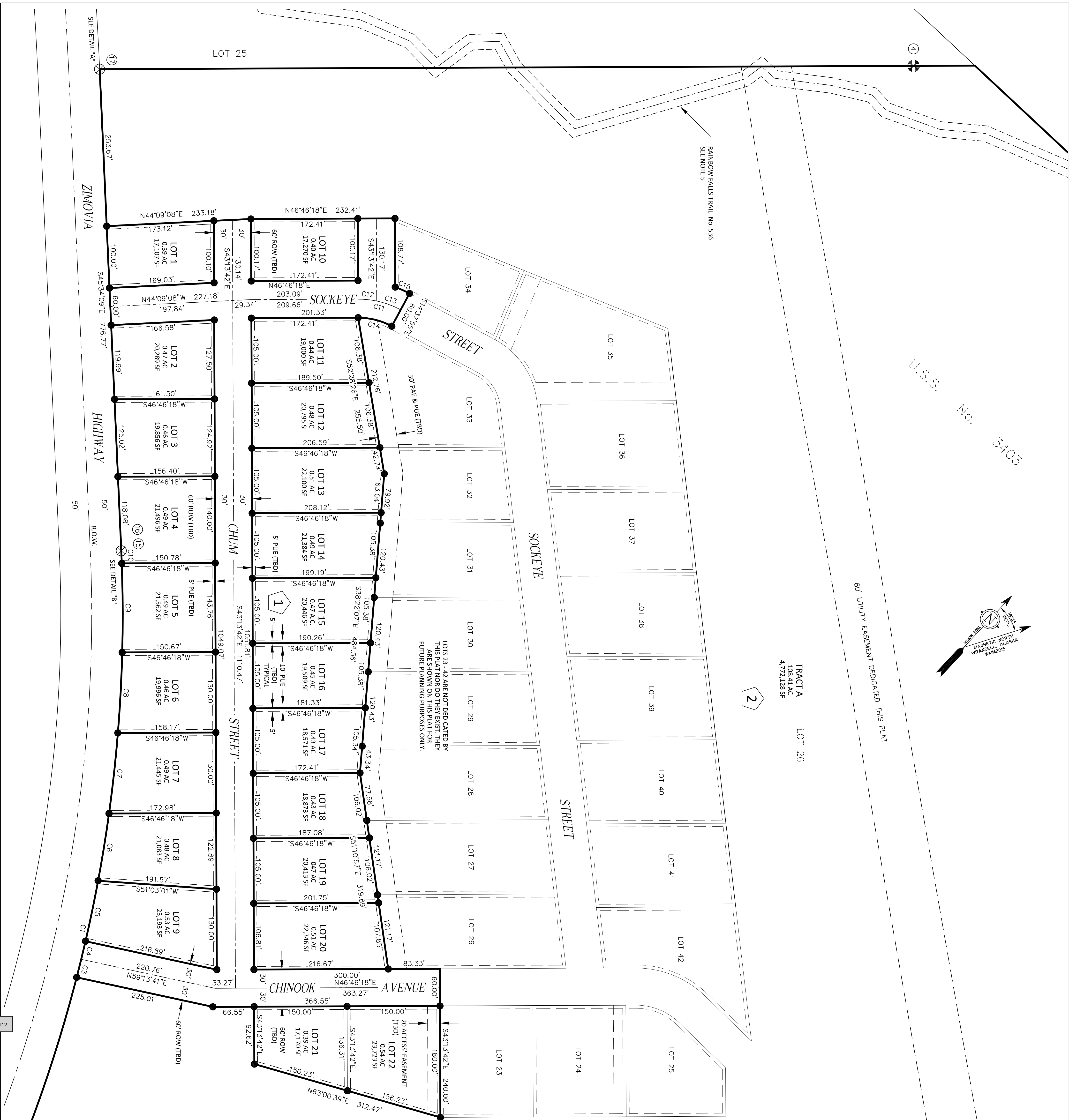
SHEET 2 OF 4

RAVENHURST SURVEYING & ENGINEERING, INC.
2000 W. 10TH AVE., SUITE 200
ANCHORAGE, AK 99501

Phone: (907) 252-7917
Fax: (907) 252-5441
Phone: (907) 306-4820

PRELIMINARY

| | |
|---|------------------------|
| SHOEMAKER BAY SUBDIVISION II | |
| A SUBDIVISION AND REPLAT OF LOT 26, OF U.S.S. No. 3403: BLOCKS 1, 3, & TRACT A, OF SHOEMAKER BAY SUBDIVISION (PLAT 87-5); AND PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT VACATIONS CREATING LOT 1 - 22 WITHIN BLOCK 1, AND TRACT A WITHIN BLOCK 2, CONTAINING 121.86 ACRES MORE OR LESS | |
| LOCATED WITHIN SECTIONS 8 & 17 TOWNSHIP 63 SOUTH, RANGE 84 EAST COPPER RIVER MERIDIAN, ALASKA WIRANGELL RECORDING DISTRICT | |
| SURVEYED BY: R&M | DRAWN BY: MCH |
| DATE: JULY 2020 | DATE: AUGUST 2020 |
| CHECKED: CGP | R&M PROJECT NO: 202725 |
| SCALE: 1"=75' | |





355 CARLANNA LAKE ROAD, SUITE 200, KETCHIKAN, ALASKA 99901
PHONE (907) 225-7917 FAX (907) 225-3441 EMAIL: RNMMain@rmketchikan.com

CONSTRUCTION COST ESTIMATE
WRANGELL INSTITUTE PROPERTY

5/20/2021

ROADWAY BASE & UTILITY CONSTRUCTION - MIN REQ'D

| CONSTRUCTION ITEM | UNIT | COST | PHASE 1 | | PHASE 2 | |
|---|------|-----------|-----------|------------------|-----------|------------------|
| | | | QTY | COST | QTY | COST |
| CLEARING AND GRUBBING | ACRE | \$ 15,000 | 2.6 | \$ 38,598 | 2.6 | \$ 38,802 |
| UNSUITABLE EXCAVATION | CY | 12 | 5,000 | \$ 60,000 | 15,000 | \$ 180,000 |
| SHOT ROCK EMBANKMENT | CY | 21 | 7,600 | \$ 159,600 | 11,400 | \$ 239,400 |
| 4" MINUS ROADWAY SUB-BASE (18" DEPTH x 30') | CY | \$ 30 | 3,045 | \$ 91,350 | 3,045 | \$ 91,350 |
| D-1 CRUSHED AGGREGATE SURFACING | CY | \$ 45 | 1,015 | \$ 45,675 | 1,015 | \$ 45,675 |
| 24" CULVERT | LF | \$ 100 | 100 | \$ 10,000 | 200 | \$ 20,000 |
| 4 DIAMETER SEWER MANHOLE | EA | \$ 6,000 | 8 | \$ 48,000 | 12 | \$ 72,000 |
| 8" C900 SEWER PIPE | LF | \$ 80 | 2070 | \$ 165,600 | 2,522 | \$ 201,760 |
| SEWER SERVICE LATERAL | EA | \$ 2,500 | 20 | \$ 50,000 | 20 | \$ 50,000 |
| 8" GATE VALVE | EA | \$ 2,500 | 12 | \$ 30,000 | 3 | \$ 7,500 |
| FIRE HYDRANT ASSEMBLY | EA | \$ 7,000 | 4 | \$ 28,000 | 5 | \$ 35,000 |
| 8" HDPE WATER PIPE | LF | \$ 100 | 1650 | \$ 165,000 | 2,065 | \$ 206,500 |
| 1" WATER SERVICE | EA | \$ 2,000 | 20 | \$ 40,000 | 20 | \$ 40,000 |
| CONNECT TO EXISTING WATER | EA | \$ 7,500 | 2 | \$ 15,000 | 2 | \$ 15,000 |
| OVERHEAD ELECTRICAL INSTALLATION | POLE | \$ 15,000 | 6 | \$ 90,000 | 14 | \$ 210,000 |
| TRAFFIC CONTROL AND FLAGGING | LS | \$ 5,000 | 1.0 | \$ 5,000 | 1.0 | \$ 5,000 |
| CONSTRUCTION STAKING | LS | \$ 12,000 | 1.0 | \$ 12,000 | 1.0 | \$ 12,000 |
| STORMWATER POLLUTION PREVENTION PLAN | LS | \$ 10,000 | 1.0 | \$ 10,000 | 1.0 | \$ 10,000 |
| MOBILIZATION / BONDING / INSURANCE | LS | 10% | 0.5 | \$ 125,091 | 0.5 | \$ 125,091 |
| ADMINISTRATION & INSPECTION, TESTING | LS | 5% | 0.5 | \$ 68,800 | 0.5 | \$ 68,800 |
| CONTINGENCY | LS | 10% | 0.5 | \$ 144,480 | 0.5 | \$ 144,480 |
| SUBTOTAL | | | \$ | 1,402,193 | \$ | 1,818,357 |

SIDEWALK, STORM DRAINAGE AND PAVING ITEMS

| CONSTRUCTION ITEM | UNIT | COST | PHASE 1 | | PHASE 2 | |
|--------------------------------------|------|----------|-----------|----------------|-----------|----------------|
| | | | QTY | COST | QTY | COST |
| 3" ASPHALT PAVEMENT | SF | \$ 5 | 36454 | \$ 182,270 | 43,934 | \$ 219,670 |
| CURB & GUTTER | LF | \$ 40 | 1,644 | \$ 65,772 | 2,010 | \$ 80,388 |
| SIDEWALK | SF | \$ 7 | 8,222 | \$ 57,551 | 10,049 | \$ 70,340 |
| CATCH BASINS | EA | \$ 2,500 | 20 | \$ 50,000 | 20 | \$ 50,000 |
| 18" CPP STORM DRAIN | LF | \$ 80 | 1,800 | \$ 144,000 | 2,200 | \$ 176,000 |
| TRAFFIC CONTROL AND FLAGGING | LS | \$ 5,000 | 1.0 | \$ 5,000 | 1.0 | \$ 5,000 |
| CONSTRUCTION STAKING | LS | \$ 8,000 | 1.0 | \$ 8,000 | 1.0 | \$ 8,000 |
| MOBILIZATION / BONDING / INSURANCE | LS | 10% | 0.5 | \$ 55,450 | 0.5 | \$ 55,450 |
| ADMINISTRATION & INSPECTION, TESTING | LS | 5% | 0.5 | \$ 30,497 | 0.5 | \$ 30,497 |
| CONTINGENCY | LS | 10% | 0.5 | \$ 64,044 | 0.5 | \$ 64,044 |
| SUBTOTAL | | | \$ | 662,583 | \$ | 759,388 |

TOTAL \$ 2,064,776 \$ 2,577,745



CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

Public Works Department

PO Box 531
Wrangell, AK 99929

Phone (907)-874-3904
Fax (907)-874-2699

City and Borough of Wrangell Assembly Meeting: 5/25/2021 Waste Water Department 301H Waiver Update

For years, our Wastewater Treatment System has been governed primarily by the Environmental Protection Agency with a 301 H Waiver.

In our pursuit to renew this waiver we learned that the Alaska Department of Environmental Conservation passed legislation in October of 2020 to be more involved with communities that utilize 301 H Waivers. On Tuesday, May 18th the Wastewater Department and Public Works Director sat in on a conference call with the ADEC to better understand this increased involvement.

The 301 H waiver is targeted at secondary treatment with a 30% removal stipulation and focuses on certain contaminants. The ADEC is working to ensure all contaminants that are harmful are being addressed. The ADEC additional requirement will be called a 401 permit. This will likely be issued with stipulations that will be added to the federal permit.

As this is still very new, we are working with the ADEC to better understand what this might mean for Wrangell. At this point the process has been laid out as the following

1. There are 2 forms we need to fill out. A 2M request for a mixing zone, and a 2G anti degradation form.
2. The EPA has, and will be sharing data they have collected on our wastewater plant with the ADEC. The wastewater department will be involved in gathering additional data as requested by the ADEC as well as to ensure the accuracy of what the ADEC receives from the EPA.
3. The 2G Anti Degradation form will include an alternatives analysis.
4. We will work with the ADEC throughout the process.

This process will take at least a year and may take several years to fully develop. We have begun filling out the forms and will keep the City Manager and Assembly informed as we move through this new process.

Tom Wetor
City and Borough of Wrangell Public Works Director



CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

Public Works Department

PO Box 531
Wrangell, AK 99929

Phone (907)-874-3904
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City and Borough of Wrangell Assembly Meeting: 5/25/2021 Sanitation Department Baler Project Update

It was brought to Public Works attention recently of certain developments in surrounding communities with regards to the closed container requirement from AML for shipping garbage on their barges. The City of Sitka was offered a 1996 AMFAB Trans-Pack TP 2500 Pre-Load Compactor for \$1.00 (USD) from Republic Services. Republic also offered \$25,000 to provide some repairs for this machine and AML offered to ship it for free. Sitka would be on the hook for any additional costs including installation.

As Wrangell was not offered a similar option, we have reached out to several people to better understand the situation in Sitka and how that compares to our current plans.

During the week of May 17th-21st the Public Works Department contacted our consultant, Terrill Chang, whom we have been working with on our own baler project, the City of Sitka Transfer Station as well as the Northwest Sales Representative for Trans-pack Compactors. Harold Greene with the City of Sitka and Steve Anderson with Recycle Systems were contacted independently of each other and provided similar information.

The offer from Republic to Sitka exists however it is already at a standstill due to a multitude of reasons. According to Mr. Greene, Republic plans to scrap this machine if Sitka does not take it. Put another way this machine is already past its life cycle. Sitka contacted a technician that had worked on this specific machine and learned that it is very difficult to find spare parts. It was reported that the last time a pump went out on this machine a newer version needed to be purchased and then machined to retro fit the older model. With so many unknowns as to the shape of the liners, cylinders, motors, etc. Sitka does not believe this to be a good investment as it could cost several hundred thousand dollars to get the compactor in reasonable working condition.

Sitka plans to stick with a compactor vs a baler and is considering another rebuilt SSI Compactor for \$750,000. Mr. Greene stated that by the time building modifications are made and supporting equipment is procured the complete project may total closer to \$1,500,000. A challenge may be their ability to power the machine. Alaska Waste is a private business that handles recyclables in Sitka, when they installed their most recent baler, modifications needed

to be made to draw enough amps off the grid for a 50hp motor. The compactor has 2, 100 hp motors and significantly more power needs.

In the interim Sitka may need to ship non compacted trash into closed containers. These containers would have removable lids that will increase the processing fees for the additional steps needed to empty the containers. The Sitka Transfer Station processes 20-25 tons a day compared to 3-5 tons a day in Wrangell.

For Wrangell, AML has said that they will cover the cost of insurance and 20% of the ocean shipping cost (valued at about \$2,000). The \$347,000 price tag for our brand-new machine includes shipping to Seattle, installation in Wrangell, 3 days of training with staff, spare parts and warranty services detailed in the attachment to this agenda statement.

In the past year we averaged \$24,199.33 per month to dispose of MSW with Republic Services. Our average container weight was 23.93 tons in April of 2021. There is a minimum charge of \$1,764 per container. This begins to increase around 27 tons. What this means is that any container under 27 tons we are losing money based on the minimum charge.

With an average container weight of 23.93 tons, we are losing about \$5.67 per ton or about \$1,085.74 per month and \$13,028.93 per year.

Occasionally our containers are as low as 21 tons. On these containers we are losing \$12.03 per ton. This could cost up to \$2,302.32 a month or about \$27,627.82 per year.

The baler should increase revenue by \$13,028.93 per year just on shipping costs. If the baler lasted 25 years, not including maintenance or additional expenses we would have \$325,723.25. This also does not include examining our current rates or going from charging by the yard vs charging by the pound for drop off services which should both increase our revenues at the Transfer Station.

Public Works plans to follow up with Republic and AML to see if there is any additional support we may be able to get from them to meet this requirement and lighten the burden on the Borough. We will keep the Assembly informed as we learn more.

Tom Wetor
City and Borough of Wrangell Public Works Director

Manager's Note: Mr. Wetor conducted a thorough investigation of the situation in Sitka. This week Administration will be sending formal letters to Republic Services and AML requesting similar assistance as was offered to Sitka. We will request a full waiver of shipping from AML instead of the 20% ocean shipping discount. We will request Republic cover \$25,000 of the cost of Wrangell's new baler, as Republic was willing to give Sitka that amount toward refurbishment of a used compactor. Copies of the correspondence (and responses) will be provided to the Assembly.

Attachments: 1. Harris Baler Warranties
2. Republic Services Presentation to Sitka Assembly 5-11-2021



SPECIAL HARRIS EXTENDED LIMITED WARRANTY

Except as limited herein, HARRIS warrants to the original Buyer that the Products manufactured by HARRIS shall be free from manufacturing defects in material and workmanship ("Warranty") under normal use and service for the Warranty Period (as defined below). HARRIS shall not be obligated to provide any remedy under this Warranty for any defect not communicated to HARRIS in writing within the Warranty Period.

This Warranty supersedes any representations concerning the Products sold to the Buyer which may have been made by HARRIS' agents or employees, or contained in advertisements. If any model or sample was shown to the Buyer, that model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to such model or sample.

Harris and Buyer expressly agree that Harris' obligations under this Warranty are limited solely to repair or replacement (as determined by HARRIS in its sole discretion) (FOB point of manufacture) of any Product or part or component thereof that Harris in its sole determination deems defective, provided Buyer has notified Harris of the alleged defect during the applicable Warranty Period.

HARRIS makes no warranty with respect to any auxiliary equipment manufactured by others and sold by HARRIS. These items are subject to the warranties of the manufacturer, and Buyer agrees that any warranty claims on these items shall be made by the Buyer directly against the manufacturer. HARRIS shall not be made a party to such claims by Buyer. This equipment includes items but is not limited to wire tier and strapper units on two ram balers.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDING WHICH EXTEND BEYOND THOSE SET FORTH IN THESE TERMS. NO OTHER WARRANTY, ORAL OR WRITTEN, IS AUTHORIZED OR HAS BEEN GIVEN BY HARRIS TO BUYER.

HARRIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SALE OF HARRIS PRODUCTS OR TO THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, WORK STOPPAGE OR INEFFICIENCIES, IMPAIRMENT OF THE PRODUCTS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSES OF OPERATION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT HARRIS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL HARRIS'S TOTAL LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO BUYER ARISING OUT OF OR RELATED TO THE SALES OF ANY HARRIS PRODUCTS EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS.

WARRANTY PERIOD

The **Warranty Period** commences upon the earlier of the date the Products are placed in service or thirty (30) days after the date the Products were available for shipping in the case shipping is delayed by Buyer or by circumstances outside the control of HARRIS. The **Warranty Period** terminates upon the expiration of the following as specified:

- Five (5) years or 10,000 hours (whichever occurs first) on main baler structure and main platen assembly.
- Two (2) years or 4,000 hours (whichever occurs first) on the cylinder rod and tube (excluding seals).
- Twelve (12) months or 2,000 hours (whichever occurs first) on all labor.



- Two (2) years or 4,000 hours (whichever occurs first) on all major component parts which are found to be ISO 18/16/13 code compliant.
- HARRIS Products have been equipped with a modem (except with respect to verticals to enable remote connection by HARRIS' service department for periodic monitoring and allowing for the diagnosis and resolution of problems with Buyer's equipment, as quickly and cost effectively as possible. HARRIS requires Buyer to connect the equipment via its Ethernet connection for troubleshooting and monitoring by HARRIS.
- Oil samples must be taken quarterly or more frequently if high levels of contamination are found.

The Warranty on Products replaced or repaired pursuant to this Warranty shall expire at the end of the original Warranty Period.

EXCLUSIONS

This Warranty applies only to new Baler units provided by HARRIS that have been properly installed and maintained and subjected to normal use. It does not cover damages caused by accident, abuse, misuse, negligent handling, improper or inadequate maintenance, tampering, or installation, modification, alteration or repair not performed by HARRIS or its authorized subcontractors or third parties approved by HARRIS; operation in a manner other than as specified in the Operator Service Manual; failure to maintain the Products in accordance with the Operator Service Manual; damage caused by parts, equipment or other devices not furnished and installed by HARRIS; electrical brownouts, power surges, loose wires, or loose screws, nuts or bolts; use of the Products beyond their original capacities or specifications; or operation on improper voltages. In addition, the following are, without limitation, expressly excluded from the Warranty:

- Normal wearing items such as soft seals, pressure valves, knives, hydraulic hoses, hydraulic pipes, O-rings, proximity switch adjustments, limit switch adjustments, hydraulic pressure adjustments, gather ram adjustments, normal liner wear, fuses, electrical overloads, electrical breakers, ejector chain, and the like, required as the result of normal operations.
- Replacement of hydraulic fluid due to spills or leaks.
- Any failure caused by exposure to outdoor elements/weather.
- Physical failure caused by incorrect operation of the Products.
- Component failure resulting from operating the Products with contaminated or overheated hydraulic fluid.
- Component failure resulting from operating the Products with an incorrect brand, type, or formulation of hydraulic fluid(s).
- Component failure resulting from mixing petroleum based hydraulic fluids with vegetable-based food grade hydraulic fluids.
- Any failure resulting from Buyer modifications, unauthorized alterations, or any changes to the Products incompatible with the design capabilities of the Products.
- Any failure from neglecting to perform routine checks, air & oil filter changes, and Scheduled Maintenance as specified in the Operator Service Manual. (NOTE: Oil MUST be maintained within ISO code 18/16/13 cleanliness level.)
- Shipping costs and special handling charges to expedite delivery of Products, parts and components.



RETURN OF DEFECTIVE GOODS

In the event that Buyer believes a Product, part or component manufactured by HARRIS is defective in material or workmanship during the Warranty Period, Buyer shall promptly notify HARRIS in writing of the problem. Upon receipt of such written notice, HARRIS will issue Buyer a Returned Goods Authorization (“RGA”) number that must accompany the Product, part or component returned to HARRIS for warranty consideration. This RGA number is valid for thirty (30) days from the time of its receipt. Upon receipt of the defective Product, part or component, HARRIS will make an evaluation, or if necessary, forward a defective part to the original manufacturer for warranty consideration. Buyer shall then be notified of the manufacturer’s determination. If the part is found to be defective in material or workmanship, the obligations of HARRIS are strictly and exclusively limited to the repair or replacement, at the option of HARRIS, of the defective Product, part or component. HARRIS agrees to pay all shipping charges, at UPS ground rates, for delivery to Buyer of repaired or replacement parts provided the submitted parts have proved to be defective and covered by this Warranty. Where expedited delivery of repaired or replacement parts is requested by Buyer, such additional shipping charges shall be paid by Buyer.

- The Buyer must return any defective Product, part or component to HARRIS within (30) days of receipt of an RGA number (shipping costs prepaid by the Buyer). If the part is timely returned to HARRIS and the failure is confirmed to be the result of a manufacturing defect, the Buyer will be credited the amount invoiced (plus shipping) for the repaired or replacement part. In the event a defective part is not received within (30) days of receipt of the RGA number, the Buyer will be billed the total cost of the replacement part or repairs, plus shipping and handling for returning the repaired or replacement part.
- HARRIS shall make a final determination, in its sole discretion, whether returned parts are subject to a manufacturer’s defect or whether the returned part failed due to Buyer’s failure to perform recommended Scheduled Maintenance, neglect, abuse or other circumstances causing the Warranty to be void.

HARRIS reserves the right to change the design and construction of the baler when, in their opinion, it represents an improvement in any part on the entire baler.

Upon delivery of said Baler, Purchaser agrees to at all times properly train and supervise all of existing employees (present and future hires) in the proper operation of the baler. Under no circumstance will Purchaser allow any employee to violate proper operating instructions contained in the Operational Manual, and Safety Standards contained in ANSI Z245.5 Standard, or OSHA Lock-out-Tag-Out procedures. The Purchaser will advise HARRIS immediately as to any problems that are experienced with the equipment while under warranty.

HARRIS can provide the following services as desired **(for an additional cost if not included in your existing program)**:

- Scheduled Maintenance program that includes fluid sampling and external filtration to maintain ISO code fluid cleanliness.
- Scheduled Maintenance program that includes fluid sampling to monitor fluid viscosity requirements.
- Training for safe operation as needed for new employees.





Accent Wire-Tie Limited Warranty

For a period of one (1) year after commissioning in the customer's plant, Accent Wire-Tie warrants all manufactured parts of the Accent Wire-Tie equipment (the "Accent Equipment") to be free from defects in material and workmanship.

For a period of five (5) years after commissioning in the customer's plant, Accent Wire-Tie warrants that the weldments on the Accent Equipment will be free from defects in material and workmanship.

Normal purchased, non-machined parts (includes electrical components, PLC's, and hydraulic components) are subject to the individual manufacturer's warranty.

I. Terms and Conditions

Accent Wire-Tie will replace defective manufactured parts and Accent Equipment subject to the following terms and conditions:

1. You must complete and return the attached Warranty Registration form within thirty (30) days of installing the equipment. This warranty only covers Accent Equipment that has been registered with Accent Wire-Tie.
2. Accent Wire-Tie will replace the Accent Equipment only if you purchased the Accent Equipment directly from Accent Wire-Tie or from an Accent Wire-Tie approved reseller.
3. The warranty does not cover any damage caused by misuse, abuse, or failure to use proper care in accordance with the instructions provided in the Accent Wire-Tie Operations Manual for the specific model of equipment.
4. The warranty does not cover wear parts that have reached the end of their expected service life.
5. The warranty does not cover any damage resulting from improper use of the parts or equipment, including strappers operating outside, or otherwise exposed to the elements.
6. The warranty is void if replacement parts from an unauthorized supplier are used in the wire tier, or if wire is used that does not meet the specifications as outlined in the Accent Wire-Tie Operations Manual for the specific model of equipment.

7. Defective parts must be returned to Accent Wire-Tie for warranty credit at the following address:

Accent Wire-Tie
Attn: Parts Department
10131 FM 2920
Tomball, TX 77375

8. Labor to install replacement warranty parts will be covered for a period of ninety (90) days after commissioning at customer's plant. Customer will pay travel expenses for labor required at locations outside of the continental United States.

II. Disclaimer of All Other Warranties

This warranty and remedy are your exclusive remedy for any defects in material or workmanship in any Accent Wire-Tie parts or equipment.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE ACCENT WIRE-TIE PARTS AND EQUIPMENT ARE BEING PROVIDED AS IS, AND ACCENT WIRE TIE MAKES NO WARRANTY, EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR WITHOUT LIMITATION, MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

III. Limitation of Liability

ACCENT WIRE-TIE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE EVEN IF ACCENT WIRE-TIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCENT WIRE TIE'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, AND REGARDLESS OF WHETHER THE ACTION IS BROUGHT BY CUSTOMER OR A THIRD PARTY, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE WARRANTED PARTS AND EQUIPMENT.

IV. Applicable Law and Venue

This warranty shall be governed by the laws of the State of Texas, without regard to the conflict of law or choice of law rules of any other State. The exclusive venue for any lawsuit arising out of or relating to this warranty will be in a state or federal court located in Harris County, Texas.

V. Limitations

No action, regardless of form, arising out of or relating to this Limited Warranty, may be brought more than one (1) year after the cause of action has accrued.

ACCENT WIRE•TIE

STRONG PEOPLE. STRONG PRODUCTS. STRONG TIES.

EQUIPMENT REGISTRATION

Register your equipment to activate the Accent Wire-Tie Limited Warranty. The completed registration form must be returned to Accent Wire-Tie within thirty (30) days of equipment installation to validate the warranty.

Please click the SUBMIT button below or email the registration form to Accent Wire-Tie Equipment & Parts Department: equipment@accentwire.com

Service Technician _____ Date _____

Choose Your Equipment Model

☐ 330 Wire Tier ☐ 340 Wire Tier ☐ Pinnacle II ☐ Accent 470® Wire Tier
☐ Accent Plastic Strapper® ☐ Accent Select® Dual Tying ☐ Envirobale®

Equipment Serial Number _____ Gauge of Wire Used ☐ 11 ☐ 12 ☐ 13

Company Name _____

Address _____ City _____ State _____ Zip _____

First, Last Name _____ Email Address _____

Main Number _____ Cell Number _____

Baler Manufacturer _____ Baler Model Number _____

Baler Serial Number _____ Products Baled _____

Equipment Installed by Dealer?

☐ Yes If yes, please list name _____
☐ No

Equipment Installed by Accent Service Technician?

☐ Yes If yes, please list name _____
☐ No

Date of Start-Up _____

Have you received training on your equipment?

☐ Yes If yes, please list name of personnel trained _____
☐ No If no, please list reason for declining training _____

10131 FM 2920 | Tomball, TX 77375 | accentwiretie.com

SUBMIT

Republic Services and Alaska Waste Fire Mitigation Recommendations



May 11, 2021



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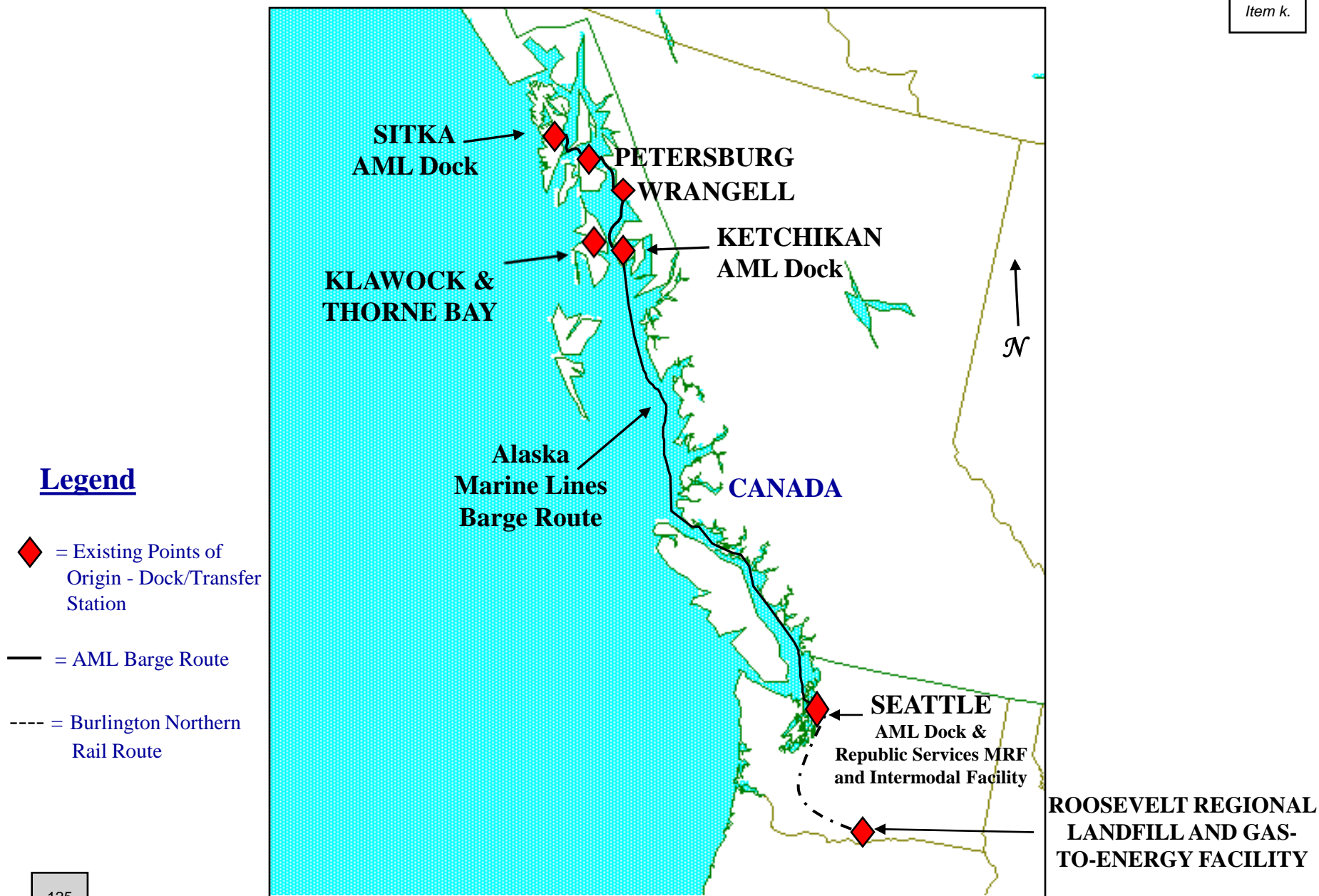
REPUBLIC
SERVICES

Item k.



Existing Solid Waste and Recycling Regional System

Item k.





WASTE CONNECTIONS
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REPUBLIC
SERVICES

Item k.



Brief History of Fires in Sitka Solid Waste

- Two Significant Fires on Alaska Marine Lines Barges
 - 2010
 - 2016
- 2016 AML notified Republic Services of their intention to discontinue service of MSW Loads in open top containers
- 2017 Republic Services & AML began to work with local communities to educate on Unacceptable Waste and Fire Mitigation measures with a goal of achieving compacted waste in closed top containers
- Two Fire Responses at Sitka Transfer Facility in Summer of 2020
- Additional Unrelated Fire from Neighboring Community (Wrangell) in Fall of 2020 burning 2 loads of MSW at AML's Ketchikan Facility
- October 15, 2020 AML Notified Republic Services of their intent to refuse service of open top equipment effective June 1st, 2021 unless significant measures are adopted to mitigate fire risk



Risks & Liabilities

Container Fires are an avoidable risk to public health and safety

Resulting damage to solid waste equipment and collateral property damage increases costs of services, loss of service, higher liability risks to partners and communities of Southeast Alaska.

Community of origin is liable for damages from improper handling of waste

Alaska Marine Lines is unable to continue to accept the risk of uncompacted waste shipments from Southeast Alaska.





Sitka Stakeholders Group Approach

- Sitka MSW Stakeholders Group was formed with representation from:
 - City and Borough of Sitka Staff
 - Republic Services
 - Alaska Waste
 - Alaska Marine Lines

The goal of the Stakeholders group was to work collaboratively to evaluate all reasonable options and identify recommendations to mitigate future fire risk associated with current practices of processing Municipal Solid Waste



Methodology of Compactions

- Current Top Loading Methods
 - Additions of Lids on Containers
 - Retrofitted Lids
 - New Purpose-Built Lidded Shoebox Style Containers
- Baled Material
 - Use of Existing Closed Top Units Supplied by Republic Services
 - Could be used with Retrofitted Lidded Container or Purpose-Built Shoebox Style Containers
- Pre-Loaded Compactor
 - Use of Existing Closed Top Units Supplied by Republic Services
 - No Impact to Current Transportation and Disposal Contract



Retrofitted Lid System

- Two Piece 24' Lid system retrofitted to fit Current 48' Open Top Containers
- Does not seal Air-tight
- Need for additional handling costs to Remove and Replace Lids
- Additional maintenance costs
- Cost per unit approximately \$40K
- Initial Purchase of 50 Units \$2,000,000
- Lids can stay on while off loading at Landfill
- Not Currently widely used in Waste Industry





WASTE CONNECTIONS
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REPUBLIC
SERVICES

Item k.

Shoebox Lidded Container System

- Purpose-Built to provide for Lidded System
- Provides for an Air-tight seal
- Need for additional handling costs to Remove and Replace Lids at Transfer Facility
- \$12-15K
- Initial Purchase of 20-30 Units between \$250-350K





Fully Enclosed Container System

- Fully Enclosed and Sealed container designed specifically to handle heavy MSW Material and protect the environment
- Built to be durable and withstand the riggers of Transfer and Transportation of MSW Material
- Currently in use as Part of Republic Services Waste By Rail System
- Available for immediate implementation with no additional costs





Potential Baler Expenses

| | |
|---|-----------------------|
| Used Harris Gorilla or Centurion req. 480 volts | \$150,000 – \$200,000 |
| Caterpillar P6000 Forklifts | \$55,000 - \$60,000 |
| Portable Loading Ramps | \$20,000 |



WASTE CONNECTIONS
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**REPUBLIC
SERVICES**

Item k.



Potential Compactor Expenses

| | |
|--|-------------|
| Used SSI 2500 Compactor | ~ \$492,000 |
| New SSI 2500 Compactor | ~ \$900,000 |
| Prototype Republic/SSI Compactor (under development) | ~ \$525,000 |



Republic Contribution to Pre-Load Compactor

- Republic Services has offered the City and Borough of Sitka the transfer of a 1996 AMFAB Trans-Pack TP 2500 Pre-Load Compactor
- Cost of Sale \$1.00 (USD)
- Unit is in current daily use at Republic's Ferndale, WA Transfer Facility
- Republic will commit \$25,000 towards the cost of refurbishment of Compactor
- Republic Services & Alaska Marine Lines will partner to transport the Compactor to Sitka at their own expense
- Sitka will be responsible for the installation of the unit at Transfer facility



Transportation & Disposal Impacts

- The City and Borough of Sitka and Republic Services will have no additional impacts to the Transportation and Disposal Agreement with the implementation of either Bailed or Compacted Waste in Closed Top Containers
- With the prospect of a Retrofitted Lid System or Shoebox Style Containers, Additional expenses would need to be negotiated into the T&D Agreement to account for equipment costs and operational handling of the lids either at the Transfer Facility, AML Yard or Landfill.
- The CBS Solid Waste System would benefit from higher average container weights that provide economic benefit through the elimination of Under Weight Container Penalties



Impact to the Transfer Station Operations

Changes in Transfer Methodology has significant impacts to the operations of the Facility

Baler Operations

- Transfer Station Traffic Routing
- Additional Equipment Needs
 - Baler
 - Fork Lift
 - Ramp
 - Construction and Demolition Material Processing
- Additional Staffing
- Additional Maintenance



Impact to the Transfer Station Operations

Pre-Load Compactor Operations

- Need for some Transfer Station upgrades
- Compactor better fit for Current Transfer Station configuration
- Construction and Demolition Material can be processed using compactor
- Additional Staffing
- Additional Maintenance



What if we do nothing?

As part of the Stakeholders evaluation, It was important to CBS Staff to explore the impacts of what would happen if the community elected to make no changes to the Solid Waste System and maintain service in Open Top Containers.

- Effective June 1, 2021 Alaska Marine Lines will discontinue service in open top containers without an adopted plan to transition to compacted waste in sealed containers
- Republic Services would be responsible under current Transportation and Disposal agreement to provide alternate shipping of CBS Solid Waste.
- Under current Transportation and Disposal Agreement, The City and Borough of Sitka would be responsible to pay all additional transportation fees for alternative service.



Recommendations

As part of the Stakeholders evaluation, all reasonable options were evaluated for cost, operational impacts, systems durability and effectiveness in mitigating risk.

Based on all items considered, members of the Sitka Solid Waste Stakeholders Group representing Republic Services and Alaska Waste concur that the most effective methodology to provide security, certainty and the greatest economic benefit over the duration of the current T&D and Transfer Station Operations agreements for the Sitka Solid Waste System is to make the transition to Compacted Solid Waste in Closed Top Containers through the implementation of a Pre-Load Compactor at the Sitka Transfer Facility.

Thank You



May 21, 2021

To: Mayor Prysunka and Assembly Members
From: Lisa Von Bargaen, Borough Manager
Re: Certified Assessment Roll

Wrangell Municipal Code Section 5.04.290 states, "When the final assessment records have been completed by the assessor as provided in this chapter, the finance director shall deliver to the Assembly on or before June 1st of each year a statement of the total assessed valuation of all real property within the borough."

As the second meeting in May is the last meeting prior to the June 1st deadline Administration has the Certified Assessment Roll in the packet for review. Please see the attached Assessment Report and 2021 Real Property Tax Roll Certification.

The total taxable assessed value for Wrangell for 2021 is \$177,430,200.

By comparison, 2020 was \$158,912,300. This is an increase in value of \$18,517,900.

The CBW should receive \$2,125,601 in property tax revenue in 2021. The revenue will be received in the FY 2022 Fiscal Year. \$2,063,140 will come from inside the service area which is taxed at 12.75 mills. \$62,461 will come from outside the service area which is taxed at 4 mills.

2020 Property Tax Revenue (received in the FY 2021 (current) Fiscal Year) is \$1,875,663. This is \$13,853 short of the amount budgeted which was \$1,889,516. We budgeted \$20,000 in Property Tax Penalties & Interest and have received \$21,651.

Appraisal Company of Alaska

341 W Tudor Rd, SUITE 202
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com

May 21, 2021

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

Attention: Robert Marshall

CERTIFICATION

2021 Real Property Tax Roll

I, Michael C. Renfro, contract assessor for The City and Borough of Wrangell, Alaska do hereby certify the following assessed values for Tax Year 2021:

| | |
|-------------------------------------|---------------------------------|
| Taxable Assessed Value | \$281,770,200.00 |
| Less Exemptions | <u><\$104,340,000.00></u> |
| TOTAL TAXABLE ASSESSED VALUE | <u>\$177,430,200.00</u> |

Sincerely,



Michael C. Renfro
Contract Assessor
City and Borough of Wrangell

2021 City and Borough of Wrangell Assessment Roll

Prepared By Robert Marshall

5/21/2021

Item I.

Total Assessment

| | |
|---------------|--------------|
| \$281,770,200 | Total |
| \$81,052,300 | Land |
| \$200,717,900 | Improvements |

Taxable inside Services Area

| |
|--------------|
| Total |
| Land |
| Improvements |

Taxable Outside Services Area

| |
|--------------|
| Total |
| Land |
| Improvements |

Total Taxable Property

| | |
|---------------|--------------|
| \$177,430,200 | Total |
| \$51,212,300 | Land |
| \$126,217,758 | Improvements |

Non-Taxable Property Totals

Municipal Owned

Senior Citizen Exemptions

Disabled Vet

Fire Suppression

All Other Exemptions

State, Federal, Church

Total Non-Taxable Property

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY:

Kim Lane, Borough Clerk

Upcoming Meetings & Other Informational dates:

Community Events & Other City Boards/Commissions:

- May 31** Memorial Day – City offices will be closed
- June 1** **Special** Planning & Zoning Commission Meeting at 2:30 PM
- June 2** Parks & Recreation Board Meeting at 5:30 PM
- June 10** Regular Planning & Zoning Commission Meeting at 6:00 PM
- June 15 – 30** 66th Annual King Salmon Derby (held by the Wrangell Chamber of Commerce)

Meetings and Other events of the Borough Assembly:

- June 8** Public Hearing & Regular Borough Assembly Meeting at 6:00 PM
- June 22** Regular Borough Assembly Meeting at 6:00 PM

Budget Calendar Dates for Assembly:

- TBD** **Work Session:** General & Misc. Fund Budget
- TBD** **Work Session:** CIP and Capital Equipment/Vehicle Budget
- TBD** Extra Budget Work Session (Only if Needed)
- May 25** School Budget Local Contribution Action (during Regular Assembly mtg.)*
- TBD** Official Budget Public Hearing (during Regular Assembly Meeting)
- June 22** Budget Adoption (during Regular Assembly Meeting)

***The school budget and local contribution must be approved within 30 days of submittal of the district's budget (received on April 29th). Action by the Assembly is scheduled for this meeting.**

Budget Prep. – Helping with the FY2022 Budget has slowed down quite a bit. I am anticipating that my assistance will increase between now and the next Assembly Meeting.

Public Surplus – I am thrilled with the number of items sold on the Public Surplus site. I take every opportunity to ask people if they have signed up to receive notifications when new items are listed or when items that did not sell, are re-listed. Below is the process to signing up!

Subscribing to Receive Notifications –

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

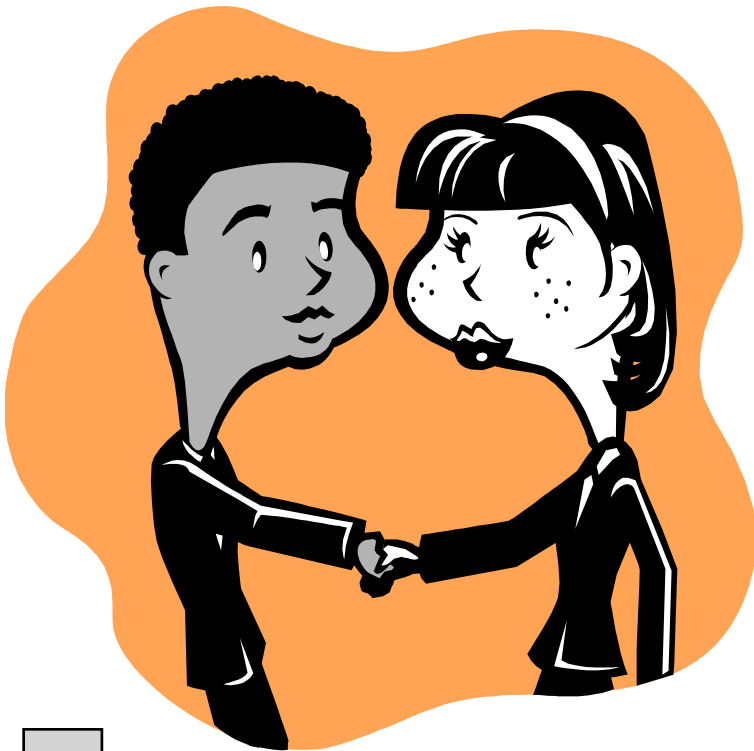
That’s it! Once you have subscribed, you will receive notifications through your email. When you receive the notification, click on the link and it will take you directly to the Borough page of interest.

Tidelands Leases / Assignments: We have received two requests for assignment of tidelands leases. We are working through the process and will bring the assignments and new leases to you hopefully, at the next meeting.

Commonly Misused Motions

Item a.

Friendly Amendment



- Can only be made BEFORE the motion is stated
- Must receive concurrence from the maker of the motion
- After the motion has been stated by the chair, the amendment is treated as any other amendment
- Requires a second and a majority vote for approval

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

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 10 |

Appointment to fill the Unexpired Vacancy on the Planning & Zoning Commission

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

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

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

ATTACHMENTS: 1. Letter(s) of Interest

Recommended Action:

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

Letter(s) of Interest received from:

Alexandra Angerman

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

Motion: Move to appoint _____ to fill the vacancy on the Planning & Zoning Commission for the term ending October 2021.

SUMMARY STATEMENT:

We received a letter of interest from Alexandra Angerman for the unexpired vacancy on the Planning & Zoning Commission.

If appointed, this term will be until October 2021.

The vacancy was due to a member resigning in March of 2021.

As per WMC 3.44.030, if a vacancy occurs on the commission, the appointment is made by the Mayor with the consent of the Assembly.

From: Alexandra Angerman <aangerman19@gmail.com>
Sent: Friday, May 21, 2021 2:32 PM
To: Kim Lane <clerk@wrangell.com>
Subject: Request to Join Planning & Zoning Committee

Hello,

I'm reaching out requesting to join the Planning & Zoning Committee for the City of Wrangell.

I am now graduating with an accredited degree in Urban & Regional Planning and though there hasn't been an available job in planning for me in Wrangell, I would still like to participate on the committee.

I have experience with the following:

- Land use and subdivisions
- Zoning (rural, form-based, commercial, industrial, agricultural, etc.)
- Community development and public engagement
- Planning for critical areas
- Environmental planning and parks planning
- GIS mapping software
- Growth projections
- Planning for tribes // Planning with social equity in mind
- Planning law and legislation
- Etc.

I'd be happy to send a transcript, resume, or anything else the city may need to be informed on my studies and qualifications to be on the committee. I give permission for this to be forwarded to Mayor Prysunka and any other city official.

Thank you for your time and consideration,

Alex Angerman

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

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

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

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

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. 999.

SUMMARY STATEMENT:

The Assembly approved first reading of Ordinance 999 on May 11, 2021. The ordinance is now back before the Assembly for Public Hearing, Second Reading and Adoption. If approved the Ordinance will go into effect on May 26th adding Municipal Facilities and Communication infrastructure as Conditional Uses within the Open Space/Public Zoning District.

The remainder of this agenda statement remains unchanged from the May 11, 2021 packet.

The action of the Planning and Zoning Commission is a recommendation to the Assembly. The Commission at their April 29, 2021 Special Meeting recommended moving forward for the Assembly approval to add Municipal Facilities and Communication Infrastructure as two new conditional uses within the zoning district.

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

The Planning and Zoning Commission made the following findings:

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

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

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

Comprehensive Plan Policy 14. Encourage reliable, fast and affordable access to the internet as this is increasingly a necessity for business, education and services. One of the Action items specifically says “Work with area cell service and internet providers to inventory

infrastructure, coverage and gaps in the Borough. Seek their assistance and ideas for ways to fill critical gaps”.

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

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

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

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

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

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

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 999

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

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

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

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

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

20.32.020 Conditional uses.

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

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

O. Municipal facilities.

P. Communication infrastructure.

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

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

PASSED IN FIRST READING: _____, 2021

PASSED IN SECOND READING: _____, 2021

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Chapter 20.32 OS DISTRICT – OPEN SPACE/PUBLIC

Sections:

[20.32.010 Purpose.](#)

[20.32.020 Conditional uses.](#)

[20.32.030 Standards.](#)

20.32.010 Purpose.

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

20.32.020 Conditional uses.

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

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

K. Recreational vehicle parks;

L. Warehouses;

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

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

20.32.030 Standards.

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

A. Standards policies: WMC 20.52.005;

B. Principal structures per lot: WMC 20.52.010;

C. Traffic vision impediments: WMC 20.52.020;

D. Distances between buildings: WMC 20.52.030;

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

F. Volatile products storage: WMC 20.52.050;

G. Airport interference: WMC 20.52.070;

H. Building height: WMC 20.52.080;

I. Setbacks – Yards: WMC 20.52.110;

J. Shoreline dependency: WMC 20.52.120;

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

L. Drainage: WMC 20.52.150;

M. Dredge and fill: WMC 20.52.160;

N. Off-street parking: WMC 20.52.190;

O. Signs: WMC 20.52.210;

P. Traffic generation: WMC 20.52.230;

Q. Recreational vehicle parks: WMC 20.52.240;

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

April 24, 2021

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

Dear Wrangell Planning and Zoning,

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

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

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

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

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

Thank you for your consideration.

Sincerely,

Cindy Sweat – KSTK General Manager
PO Box 1141 – Wrangell, AK 99929
cindy@kstk.org
874-2345

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | MAY 25, 2021 |
| | <u>Agenda Section</u> | 13 |

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

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

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

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. 1000.

SUMMARY STATEMENT:

The Assembly approved first reading of Ordinance 1000 on May 11, 2021. The ordinance is now back before the Assembly for Public Hearing, Second Reading and Adoption. If approved the Ordinance will go into effect on May 26th changing the zoning map to effect a change to Lot 11A, Lot 11B, and Lot 10A, Block 5, Third Avenue Subdivision and Lots 12-15, Block 5, USS 2127 from the Holding Zoning District the Open Space/Public Zoning District.

The remainder of this agenda statement remains unchanged from the May 11, 2021 packet.

The action of the Planning and Zoning Commission is a recommendation to the Assembly. The Commission at their April 29, 2021 Special Meeting recommended moving forward for the Assembly approval of the proposed zone change for seven lots (Proposed Ord. No.1000) and to add Municipal Facilities and Communication Infrastructure as two new conditional uses (Ord. No. 999).

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

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

The Planning and Zoning Commission made the following findings:

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

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

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

operational use for facilities. The Electrical Department needed space for storage of poles and equipment and more than 20 years ago began use of this property for that purpose.

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

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

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

Recommendation as to the approval or disapproval of the change.

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

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

Wrangell Recording District

Page 1 of 2

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1000

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

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

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

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

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

PASSED IN FIRST READING: ____.

PASSED IN SECOND READING: _.

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, Borough Clerk

Yes: _____

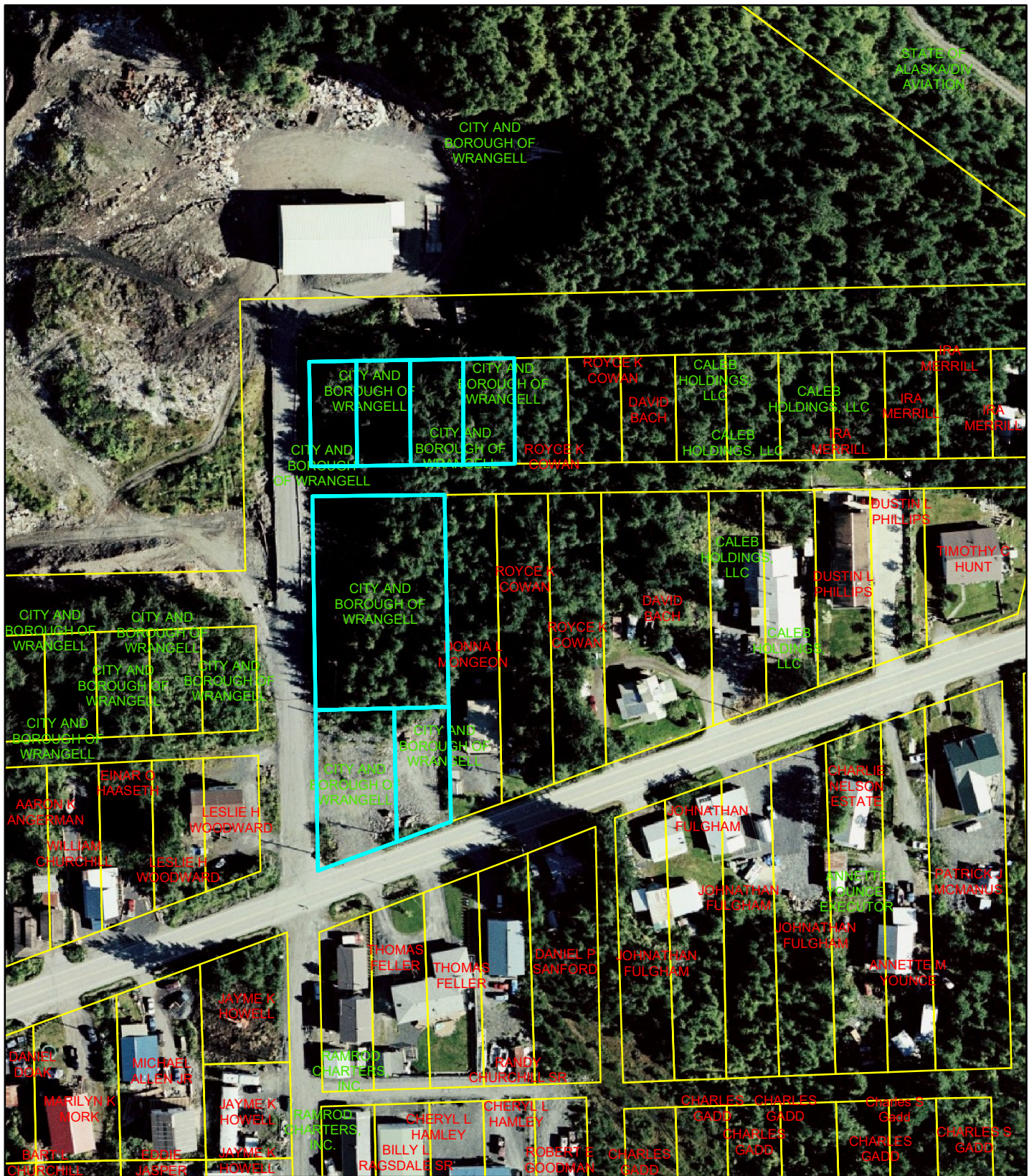
No: _____

Absent: _____

Abstaining: _____

CITY AND BOROUGH OF WRANGELL, ALASKA

Item b.



1 inch = 131.644132 feet

168

4/16/2021

Public Map



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

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

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

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ord. No. 1001

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. 1001.

SUMMARY STATEMENT:

The Assembly approved first reading of Ordinance 1001 on May 11, 2021. The ordinance is now back before the Assembly for Public Hearing, Second Reading and Adoption. If approved the Ordinance will go into effect on May 26th allowing Marijuana Dispensaries to remain open until 10:00pm.

The remainder of this agenda statement remains unchanged from the May 11, 2021 packet.

During recent public testimony the Assembly was asked to consider extending the allowable hours of operation of marijuana establishments. The current code only allows operation between 8am and 6pm. The request was to allow operations later in the evening. Administration spoke with Wrangell's only marijuana operator and his suggestion is to allow operations through 10pm as that seems to be a common time throughout the state.

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

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1001

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

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

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

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

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

6.05.005 Hours of operation; penalty for violation.

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

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

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

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

PASSED IN FIRST READING: _____, 2021

PASSED IN SECOND READING: _____, 2021

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

Approval of FY 2022 Wrangell Public Schools Budget and Local Funding Contribution in the Amount of \$1,300,000

| |
|-----------------------------------|
| <u>SUBMITTED BY:</u> |
| Lisa Von Bargaen, Borough Manager |

| | | |
|--|------------------|----------------------|
| <u>FISCAL NOTE:</u> | | |
| Expenditure Required: \$1,300,000 | | |
| FY 20: \$ | FY 21: \$ | FY22: \$1,300,000 |
| Amount Budgeted: | | |
| | FY22 \$1,300,000 | |
| Account Number(s): | | |
| | | |
| Account Name(s): | | |
| SRS Fund | | |
| Unencumbered Balance(s) (prior to expenditure): | | |
| See Agenda Statement | | |

| <u>Reviews/Approvals/Recommendations</u> | |
|--|-----------|
| <input type="checkbox"/> | |
| Name(s) | |
| Name(s) | |
| <input type="checkbox"/> | Attorney |
| <input type="checkbox"/> | Insurance |

ATTACHMENTS: 1) Wrangell Public School FY 2022 Budget

RECOMMENDATION MOTION:

Move to Approve the FY 2022 Wrangell Public Schools Budget and Local Funding Contribution in the Amount of \$1,300,000.

SUMMARY STATEMENT:

Wrangell Public Schools (WPS) submitted a draft FY 2022 Budget on April 13, 2021 for the joint Assembly/Board work session. The final budget was submitted to the Borough on April 29, 2021. By state statute the school district is required to submit a budget to the Assembly by May 1st. The Assembly has 30 days to approve the district budget and local contribution. The FY22 School

Budget assumes revenue from the City & Borough of Wrangell (CBW) in the amount of \$1,300,000. This represents the same contribution to the school district as the FY 2021 Budget.

Last fall, as required, WPS submitted a student count (officially known as the ADM or Average Daily Membership) of 268 students. This number helps determine the maximum amount of funding, commonly referred to as “the Cap,” that a municipality can contribute to a school district. The minimum local contribution is calculated based on the total assessed value of property within the municipal boundaries. Wrangell’s assessed value has been increasing. This year’s minimum local contribution is \$705,883. Just prior to the budget work session in April, the District provided new ADM estimates to DEED. Although the ADM is significantly lower, the District increased its number of special education and intensive students which has a significant impact on the calculation process and compensated for the reduction in ADM. The maximum local contribution, or Cap, remains at \$1,678,451.

The WPS FY 2022 budget shows the total \$1.3 Million coming from two different sources as follows:

| | |
|-------------------|---|
| \$ 705,833 | Local Contribution (from local revenue sources) |
| <u>\$ 594,167</u> | Secure Rural Schools (SRS) |
| \$1,300,000 | Total |

The last two fiscal years the Assembly has chosen to fund the local, and full, contribution to WPS from the SRS Fund. Following are summaries of the SRS and Sales Tax Funds that will help inform the Assembly decisions about WPS funding levels and sources.

Sales Tax Fund

By code, twenty-eight percent (28%) of annual sales tax revenue is allocated to Education, Health and Sanitation (EHS).

| | |
|---------------------|---|
| \$1,061,606 | FY 2021 Beginning Reserves Sales Tax EHS Fund |
| <u>\$ 528,640</u> | FY 2021 Estimated Sales Tax Revenue (28% EHS Allocation) |
| \$1,590,246 | Total FY 2021 Available Balance EHS Allocation |
| (\$ 307,750) | Total FY 2021 EHS Allocation Expenditures (including bond debt) |
| <u>(\$ 623,873)</u> | FY 2021 Baler Project EHS Transfer |
| (\$ 931,623) | Total FY 2021 EHS Expenditures/Transfers |
| \$ 658,623 | Estimated FY 2021 Year End EHS Sales Tax Fund Reserve Balance |

Using the assumption the CBW will see similar sales tax revenue in FY 2022 as FY 2021, below are the estimates for the FY 2022 Budget for the Sales Tax EHS Fund. Please note the CBW fully defeased the Borough’s school bond debt which was approximately \$270,000 annually. We no longer have that payment.

| | |
|-------------------|--|
| \$ 658,623 | FY 2022 Beginning Reserves Sales Tax EHS Fund |
| <u>\$ 528,640</u> | FY 2022 Estimated Sales Tax Revenue (28% EHS Allocation) |
| \$1,187,263 | Total FY 2022 Available Balance EHS Allocation |

| | |
|-------------|---|
| (\$ 35,000) | Total FY 2022 EHS Allocation Expenditures/Transfers |
| \$1,152,263 | Estimated FY 2022 Year End EHS Sales Tax Fund Reserve Balance |

Secure Rural Schools Fund

| | |
|---------------------|---|
| \$2,792,511 | FY 2021 Estimated Beginning Reserves SRS Fund |
| <u>\$ 796,756</u> | FY 2021 SRS Payment |
| \$3,589,267 | Total FY 2021 Available SRS Balance |
| (\$1,300,000) | FY 2021 WPS Local Contribution |
| (\$ 100,000) | FY 2021 School Maintenance Allocation |
| (\$ 55,000) | FY 2021 School Sidewalk Project Allocation |
| <u>(\$ 100,000)</u> | FY 2021 Street Allocation Transfer to General Fund |
| (\$1,555,000) | Total FY 2021 SRS Expenditures/Transfers |
| \$2,034,267 | Estimated FY 2021 Year End SRS Fund Reserve Balance |

Using the assumption the SRS program will be reauthorized, and the payment will be slightly less than the FY 2021 amount, below are the estimates for the FY 2022 Budget in the SRS Fund.

| | |
|--------------------|---|
| \$2,034,267 | FY 2022 Estimated Beginning Reserves SRS Fund |
| <u>\$ 750,000</u> | FY 2022 SRS Payment |
| \$3,784,267 | Total FY 2022 Available SRS Balance |
| (\$1,300,000) | FY 2022 WPS Local Contribution |
| (\$ 100,000) | FY 2022 School Maintenance Allocation |
| <u>(\$ 30,000)</u> | FY 2022 4% Street Allocation Transfer to General Fund |
| (\$1,430,000) | Total FY 2022 SRS Expenditures/Transfers |
| \$2,354,267 | Estimated FY 2022 Year End SRS Fund Reserve Balance |

The Manager has shown the fully requested school contribution coming from the SRS Fund in FY 2022. However, Administration estimates \$1,152,263 will be available in the Sales Tax Education, Health & Sanitation Fund for consideration in school funding.

Administration recommends the Assembly make the motion as written. Once discussion has taken place, the Assembly can amend the motion if necessary.

| | | | |
|---|-------------|--|------------------|
| Wrangell Public Schools | | | |
| General (School Operating) Fund | | | |
| Schedule of Revenues, Expenditures and | | | |
| Changes in Fund Balance - Final Budget | | | |
| FY 2022 | | | |
| | | | |
| Revenues | | | |
| Local sources: | | | |
| 010 | 100-000-010 | Borough appropriation - City and Borough of Wrangell | \$ 705,833 |
| 190 | 100-000-190 | Borough appropriation - Timber receipts | 594,167 |
| 030 | 100-000-030 | Earnings on investments | 701 |
| 040 | 100-000-040 | Other local revenues | 60,000 |
| 047 | 100-000-047 | E-Rate | 80,000 |
| | | | |
| | 1 | Total local sources | 1,440,701 |
| | | | |
| State of Alaska: | | | |
| 051 | 100-000-051 | Foundation | 3,399,921 |
| 050 | 100-000-050 | Quality schools | 11,078 |
| 056 | 100-000-056 | TRS on behalf | 135,000 |
| 057 | 100-000-057 | PERS on behalf | 203,000 |
| | | | |
| | 2 | Total State of Alaska | 3,748,999 |
| | | | |
| Total Revenues | | | 5,189,700 |
| | | | |
| Expenditures | | | |
| Instruction: | | | |
| 310 | 100-100-310 | Certificated salaries | 1,473,731 |
| 320 | 100-100-320 | Noncertificated salaries | 119,749 |
| 350 | 100-100-350 | Employee benefits | 904,685 |
| 410 | 100-100-410 | Professional and technical services | - |
| 420 | 100-100-420 | Staff travel | 65 |
| 425 | 100-100-425 | Student travel | 2,500 |
| 440 | 100-100-440 | Other purchased services | 7,500 |
| 450 | 100-100-450 | Supplies, materials and media | 75,000 |
| 490 | 100-100-490 | Other expenditures | 500 |
| 510 | 100-100-510 | Equipment | 15,000 |
| | | | |
| | 100 | Total instruction | 2,598,730 |

Wrangell Public Schools
General (School Operating) Fund
Schedule of Revenues, Expenditures and
Changes in Fund Balance - Final Budget
FY 2022

| | | |
|--|---|---------|
| Expenditures, continued | | |
| Special education instruction: | | |
| 100-200-310 | Certificated salaries | 130,209 |
| 100-200-320 | Noncertificated salaries | 147,914 |
| 100-200-350 | Employee benefits | 143,989 |
| 100-200-410 | Professional and technical services | 20,000 |
| 100-200-420 | Staff travel | 1,500 |
| 100-200-425 | Student travel | 100 |
| 100-200-450 | Supplies, materials and media | 2,000 |
| 100-200-490 | Other expenditures | - |
| 100-200-510 | Equipment | - |
| 200 | Total special education instruction | 445,712 |
| Special education support services - students: | | |
| 100-220-320 | Noncertificated salaries | 12,740 |
| 100-220-350 | Employee benefits | 7,912 |
| 100-220-410 | Professional and technical services | - |
| 100-220-420 | Staff travel | 5,000 |
| 100-220-450 | Supplies, materials and media | 500 |
| 100-220-510 | Equipment | - |
| 220 | Total special education support services - students | 26,152 |
| Support services - students: | | |
| 100-300-310 | Certificated salaries | - |
| 100-300-350 | Employee benefits | - |
| 100-300-410 | Professional and technical services | 10,000 |
| 100-300-450 | Supplies, materials and media | 600 |
| 100-300-490 | Other expenditures | 1,000 |
| 300 | Total support services - students | 11,600 |
| Support services - instruction: | | |
| 100-350-320 | Noncertificated salaries | 40,633 |
| 100-350-350 | Employee benefits | 17,790 |
| 100-350-410 | Professional and technical services | 30,000 |
| 100-350-420 | Staff travel | - |
| 100-350-430 | Utility services | 127,000 |
| 100-350-440 | Other purchased services | - |
| 100-350-450 | Supplies, materials and media | 17,000 |
| 100-350-490 | Other expenditures | 750 |
| 100-350-510 | Equipment | 1,000 |
| 350 | Total support services - instruction | 234,173 |

Wrangell Public Schools**General (School Operating) Fund****Schedule of Revenues, Expenditures and****Changes in Fund Balance - Final Budget****FY 2022**

| | | |
|-------------|---|----------------|
| | Expenditures, continued | |
| | School administration: | |
| 100-400-310 | Certificated salaries | 42,429 |
| 100-400-320 | Noncertificated salaries | - |
| 100-400-350 | Employee benefits | 12,719 |
| 100-400-420 | Staff travel | - |
| 100-400-430 | Utility services | 5,000 |
| 100-400-440 | Other purchased services | 500 |
| 100-400-450 | Supplies, materials and media | 5,000 |
| 100-400-490 | Other expenditures | 1,000 |
| 100-400-510 | Equipment | - |
| 400 | Total school administration | 66,648 |
| | School administration support services: | |
| 100-450-320 | Noncertificated salaries | 87,128 |
| 100-450-350 | Employee benefits | 77,075 |
| 100-450-410 | Professional and technical services | - |
| 100-450-430 | Utility services | 6,500 |
| 100-450-440 | Other purchased services | 5,500 |
| 100-450-450 | Supplies, materials and media | 2,000 |
| 100-450-490 | Other expenditures | - |
| 100-450-510 | Equipment | - |
| 450 | Total school administration support services | 178,203 |
| | Expenditures, continued | |
| | District administration: | |
| 100-510-310 | Certificated salaries | 90,502 |
| 100-510-350 | Employee benefits | 55,362 |
| 100-510-390 | Transportation allowance | - |
| 100-510-410 | Professional and technical services | 25,000 |
| 100-510-420 | Staff travel | 6,000 |
| 100-510-430 | Utility services | 5,000 |
| 100-510-490 | Other purchased services | - |
| 100-510-450 | Supplies, materials and media | 2,000 |
| 100-510-490 | Other expenditures | 3,000 |
| 100-510-510 | Equipment | 1,500 |
| 510 | Total district administration | 188,364 |

Wrangell Public Schools
General (School Operating) Fund
Schedule of Revenues, Expenditures and
Changes in Fund Balance - Final Budget
FY 2022

| | | |
|---|---|----------------|
| Expenditures, continued | | |
| District administration support services: | | |
| 100-550-320 | Noncertificated salaries | 198,029 |
| 100-550-350 | Employee benefits | 148,139 |
| 100-550-410 | Professional and technical services | 115,000 |
| 100-550-420 | Staff travel | - |
| 100-550-430 | Utility services | 2,500 |
| 100-550-440 | Other purchased services | 4,000 |
| 100-550-445 | Insurance and bond premiums | 108,000 |
| 100-550-450 | Supplies, materials and media | 5,000 |
| 100-550-490 | Other expenditures | 3,000 |
| 100-550-495 | Indirect costs | (52,983) |
| 100-550-510 | Equipment | 3,500 |
| 550 | Total district administration support services | 534,186 |
| Operations and maintenance of plant: | | |
| 100-600-320 | Noncertificated salaries | 212,863 |
| 100-600-350 | Employee benefits | 220,598 |
| 100-600-410 | Professional and technical services | 34,800 |
| 100-600-420 | Staff travel | 100 |
| 100-600-430 | Utility services | 30,600 |
| 100-600-435 | Energy | 240,000 |
| 100-600-440 | Other purchased services | 18,000 |
| 100-600-445 | Insurance and bond premiums | 34,351 |
| 100-600-450 | Supplies, materials and media | 35,000 |
| 100-600-490 | Other expenditures | - |
| 100-600-510 | Equipment | - |
| 600 | Total operations and maintenance of plant | 826,312 |
| Student activities: | | |
| 100-700-310 | Certificated salaries | 30,300 |
| 100-700-320 | Noncertificated salaries | 50,500 |
| 100-700-350 | Employee benefits | 9,709 |
| 100-700-410 | Professional and technical services | 3,000 |
| 100-700-420 | Staff travel | 1,500 |
| 100-700-425 | Student travel | 79,197 |
| 100-700-440 | Other purchased services | 300 |
| 100-700-450 | Supplies, materials and media | 5,000 |
| 100-700-490 | Other expenditures | 5,000 |
| 700 | Total student activities | 184,506 |

| | | |
|--|---|-----------|
| Wrangell Public Schools | | |
| General (School Operating) Fund | | |
| Schedule of Revenues, Expenditures and | | |
| Changes in Fund Balance - Final Budget | | |
| FY 2022 | | |
| | Total Expenditures | 5,294,587 |
| | Excess (Deficiency) of Revenues Over Expenditures | (104,887) |
| | Other Financing Sources (Uses) | |
| 100-000-250 | Transfers in | - |
| 100-900-551 | Transfers to 205 | (82,200) |
| | Net Change in Fund Balance | (187,087) |
| | Fund Balance, beginning of year | 702,000 |
| | Fund Balance, end of year | 514,913 |

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

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

Approval to Repeal Emergency Resolution No. 02-21-1564

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

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

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

ATTACHMENTS: 1. Emergency Resolution No. 02-21-1564

RECOMMENDATION MOTION:

Move to Approve Repeal of Emergency Resolution No. 02-21-1564.

SUMMARY STATEMENT:

Over the last year, the Assembly approved Resolutions 03-20-1520, 10-20-1547, and 01-21-1557, that allowed for an extension to the in-person meetings. On February 23, 2021, the Assembly approved Emergency Resolution No. 02-21-1564 that allowed for an amendment to the Municipal

Code to allow for a modified plan to returning to in-person meetings of the Borough Assembly and other Boards & Commissions of the City.

The request to repeal Emergency Resolution No. 02-21-1564 is to recognize updated COVID-19 health guidelines, advisories and policies of the CDC and the State of Alaska; and to recognize the level of vaccination in the community. Additionally, this request is to further facilitate the transition out of the COVID-19 Pandemic.

What does this mean?

Face Coverings:

- Meetings of the Borough Assembly and all other Boards and Commissions of the Borough will return to in-person meetings; and
- Face Coverings are not required for fully vaccinated individuals in City Hall (including the Borough Assembly Chambers); and
- In conformance with CDC Guidelines, unvaccinated individuals are strongly encouraged to wear face coverings in City Hall and the Borough Assembly Chambers; and
- Chairs for public members attending meetings will be placed up to 6 feet apart to allow for social distancing.

Physical/Social Distancing:

- Physical/social distancing of maintaining a separation of six (6) or more feet shall remain in place to the maximum degree possible with unvaccinated individuals or when vaccinated and unvaccinated individuals are interacting together.
- Physical/social distancing is not required for fully vaccinated individuals.

The Clerk will make every attempt to broadcast the meetings on Zoom using the Meeting Owl and projector.

If an Assembly Member wishes to attend via Teleconference, he or she may do so by following the rules as outlined in WMC 3.05.050 (Teleconferencing).

NOTE: The Planning & Zoning Commission has two meetings in June that were scheduled prior to the change in CDC guidance, and prior to knowledge that Resolution No. 02-21-1564 would be repealed. At least two members of the Commission will be traveling during the June meetings. This means a quorum will not physically be present in Wrangell. The Commission does not have the same code requirement that a quorum has to be physically present for a meeting. So, these two meetings will be held via Zoom. Administration felt it was important to notify the Assembly and public regarding these P&Z Commission meetings to avoid any confusion with the repeal of this resolution.

CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 02-21-1564

AN EMERGENCY RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING RESOLUTION NO 01-21-1557, ESTABLISHING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS SECTION AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

WHEREAS, COVID-19 or the novel coronavirus is a contagious virus that continues to spread across the world, including in the United States, and specifically now in Alaska; and,

WHEREAS, public health officials describe that COVID-19 is most severe in people older than 60 and people with underlying health conditions like heart disease, lung disease, and diabetes; and

WHEREAS, state and federal public health officials currently recommend social distancing measures that minimize large group meetings and that encourage people to stay six feet apart; and

WHEREAS, the Assembly, boards, commissions, and committees of the City and Borough of Wrangell host multiple public meetings a month; and

WHEREAS, continuity of operations and business of the City & Borough of Wrangell must continue; and

WHEREAS, the health and safety of citizens, employees, and members of the Assembly, commissions, boards and committees is of paramount concern to the City & Borough of Wrangell; and

WHEREAS, certain members of the public (including the Assembly Members and Board and Commission Members) have received the COVID-19 Vaccine; and

WHEREAS, Staff believes that Wrangell Municipal Code Section 3.05.050 that provides for teleconference participation of Assembly meetings, but only if a physical quorum is present in the Borough Assembly Chambers should be temporarily amended; and

WHEREAS, to protect life/health safety the Assembly passed Resolution 03-20-1520 in March of 2020, allowing for phone and video conference meetings because of COVID-19; and

WHEREAS, the Assembly passed Resolution 10-20-1547 in October of 2020, extending that approval because physical distancing could not be accomplished in the Borough Assembly Chambers if in-person meetings were to resume; and

WHEREAS, the Assembly passed Resolution 01-21-1557 in January 2021, further extending the suspension of in-person meetings until March 31, 2021, unless previously terminated; and

WHEREAS, there may still be Assembly Members or Board and Commission Members who do not feel comfortable attending meetings, in-person; and

WHEREAS, to provide protection to those Assembly Members or Board and Commission Members who wish to continue meeting by teleconference, the temporary amendment of WMC Section 3.05.050 must be extended **until June 30, 2021**, unless previously terminated, to allow all Assembly Members, Board and Commission Members, and Borough Staff and the General Public to participate via teleconference or videoconference, if they choose to do so.

WHEREAS, Borough Assembly meetings and other City Boards and Commissions will be held in-person with teleconferencing available to those not attending in-person in the Borough Assembly Chambers at City Hall with a modified plan in place **until June 30, 2021**, unless previously changed; and

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

Section 1. Wrangell Municipal Code Section 3.05.050 (Teleconferencing) is temporarily amended as follows:

3.05.050 Teleconferencing and Videoconferencing.

A. The mayor or an assembly member who will be absent from a meeting, including public hearings and work sessions of the assembly, including an executive session, may participate in the meeting by telephone or other electronic means as provided in this section and provided the following circumstances are met:

1. The meeting is held with a quorum of members physically **or via teleconference/videoconference means** present;
2. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference/**videoconference**, including being able to hear and engage in discussion, and being audible to all persons participating in the meeting;

3. Prior to the meeting reasonable efforts will be made to ensure that the member participating by teleconference/videoconference is provided with the meeting agenda and other pertinent documents to be discussed and acted upon; access to the agenda and documents from the borough's website will be considered sufficient access;

4. For any executive session, the member participating by teleconference/videoconference shall acknowledge that there is no other person with the member or in close enough proximity to hear the meeting discussion.

B. Participation of Mayor and Assembly Members by
Teleconference/Videoconference.

1. An assembly member may request to participate in any meeting of the assembly by notifying the clerk one hour prior to any meeting.~~[to arrange for teleconference participation by 4:00 p.m. on the Friday before the Tuesday regular assembly meeting, and at least 12 hours before any special assembly meeting].~~

2. The mayor, or the presiding officer in the absence of the mayor, may request to participate in any meeting of the assembly by notifying the clerk to arrange for teleconference/videoconference participation one hour prior to any meeting.~~by 4:00 p.m. on the Friday before the Tuesday regular assembly meeting, and at least 12 hours before any special assembly meeting.~~

3. The mayor and any assembly member participating by teleconference/videoconference shall be deemed to be present at the assembly meeting for all purposes, including for quorum and voting;~~provided, that:~~

~~The mayor, or the presiding officer in the absence of the mayor, shall not preside over the assembly meeting when participating by teleconference.~~

4. The mayor and any assembly member participating by teleconference/videoconference shall have the same right to participate in any matter as if physically present at the assembly meeting, including debate under WMC 3.05.060, adjudicatory matters, and presentations. Reasonable efforts shall be made to make available to the mayor and any assembly member participating by teleconference/videoconference any pertinent documents that are to be discussed and/or acted upon, including the assembly packet.

5. The mayor and any assembly member participating by teleconference/videoconference shall have the same right to vote on any

matter as if physically present at the assembly meeting. All voting at the meeting shall be by roll call vote. The assembly member who is participating by teleconference/videoconference, or the mayor when participating by teleconference/videoconference, determines whether the member or the mayor has had the opportunity to evaluate all pertinent information, including any testimony and/or evidence, and is prepared to vote.

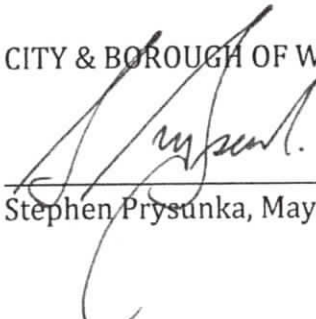
6. Teleconference participation at any assembly meeting by each assembly member or by the mayor is limited to four times during the 12-month period commencing January 1st each year. However, teleconference participation by a member or the mayor will not be allowed consecutively for more than two regular meetings. Participation in a meeting by teleconference while out of town on municipal business does not count toward the four times for which teleconference participation is permitted or toward the two consecutive regular meetings limit on participation by teleconference.

C. All votes taken at the meeting are by roll call of the members physically present at the meeting and the members participating by teleconference/videoconference.


Section 2. This extension of the temporary amendment to Wrangell Municipal Code Section 3.05.050 is effective until June 30, 2021 and shall sunset, unless otherwise previously terminated, June 30, 2021.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 23rd DAY OF February 2021.

CITY & BOROUGH OF WRANGELL


Stephen Prysunka, Mayor

ATTEST:


Kim Lane, Borough Clerk



CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|-------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | February 23, 2021 |
| | <u>Agenda Section</u> | 13 |

EMERGENCY RESOLUTION NO 02-21-1564 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING RESOLUTION NO 01-21-1557, ESTABLISHING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS SECTION AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

FY20 \$XXX

Account Number(s):

XXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. Res 02-21-1564 2. Mitigation Plan

RECOMMENDATION MOTION:

Move to Approve Resolution No. 02-21-1564.

SUMMARY STATEMENT:

On March 17, 2020, the Assembly approved Resolution No. 03-20-1520 that allowed for the suspension of in-person Assembly meetings until October 17, 2020, unless extended. Then on

October 13, 2020, the Assembly approved Resolution No. 10-20-1547 that allowed for the suspension of in-person meetings until December 31, 2020 so that staff could purchase and test the equipment at the Nolan Center. The “plan” was to hold the in-person meetings at the Nolan Center to allow for physical social distancing of the Assembly, Staff, and the public.

On January 12, 2021, the Assembly approved Resolution No. 01-21-1557 that allowed for an extension to the in-person meetings until March 31, 2021.

Working with the Nolan Center Director, Cyni Crary, we tried to set up the audio/video equipment in the Nolan Center (large) room. The room is so large that there is an echo when using the audio. When we tried to mute all computers and just use the microphones, there is still an echo and, it is quite muffled. Also, KSTK would not be able to broadcast the meetings if we used this option.

We tried to set up the meeting area in the Nolan Center Classroom however, that room is simply too small.

Because the City Hall Assembly Chambers are larger than the classroom, we decided to try setting up the meeting area in the Assembly Chambers. We have come up with (what we believe) is the best solution for returning to in-person meetings, using a modified plan.

This solution would place the Borough Assembly and the Manager on the main floor (members 6’ apart) at 4’ individual tables. The Clerk would be at her seat, at the dias.

The Clerk’s Computer will be logged onto Zoom and Zoom will be projected on the screen in the Chambers. The Audio will be received and distributed through the Meeting OWL system. The Clerk has tested the equipment, and it seems to be a good option!

Staff members and members of the public who attend in-person: There will be six (6) members of the public and staff allowed in City Hall during the meeting however, they will be admitted into the Assembly Chambers, one at a time by the Clerk, at the time in which they are permitted to speak (Persons to be Heard, Public Hearing, Staff Report, or a specific Agenda Item).

There will be a podium set up at the entrance to the Assembly Chambers that the public member or Staff member will stand at. Once the “person” has spoken, they will return to their seat in the hallway or they may leave City Hall.

Each time a person speaks at the podium, the Clerk will sanitize the podium area.

A Face Mask or a Face Shield (when wearing a face mask is not possible, due to a medical reason) shall be worn at all times, when in City Hall.

For members of the Assembly and Staff who will want to continue utilizing Zoom to attend meetings, the Emergency Resolution up for consideration this evening allows for that option. We will continue to utilize the Zoom Platform and Facebook Live the meetings.

This option is available for all city boards and commissions who can safely follow the mitigation plan to maintain the 6' social distancing requirements.

Following the CBW Risk Level & Mitigation Matrix, if there are four (4) active cases in Wrangell, in-person meetings will cease and will go to Zoom Teleconferencing meetings until the level has moved to below four (4) active cases.

Moving forward in the direction of in-person meetings is not to force anyone to attend in-person. It is paramount that each and every person feels comfortable with attending in-person meetings and if they do not, have the option to continue to attend by teleconference.

If this Resolution is approved, the Clerk will publish a robust Public Notice on the transformation to modified in-person meetings and public participation.

The mitigation plan was reviewed by the EOC mitigation team member, and was modified, as suggested.

I want to again thank the members of the EOC Team and Cyni Crary, Nolan Center Director for their assistance in working through obstacles and coming up with (what I believe) is a good plan, moving forward.

CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 02-21-1564

AN EMERGENCY RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REPLACING RESOLUTION NO 01-21-1557, ESTABLISHING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS SECTION AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

WHEREAS, COVID-19 or the novel coronavirus is a contagious virus that continues to spread across the world, including in the United States, and specifically now in Alaska; and,

WHEREAS, public health officials describe that COVID-19 is most severe in people older than 60 and people with underlying health conditions like heart disease, lung disease, and diabetes; and

WHEREAS, state and federal public health officials currently recommend social distancing measures that minimize large group meetings and that encourage people to stay six feet apart; and

WHEREAS, the Assembly, boards, commissions, and committees of the City and Borough of Wrangell host multiple public meetings a month; and

WHEREAS, continuity of operations and business of the City & Borough of Wrangell must continue; and

WHEREAS, the health and safety of citizens, employees, and members of the Assembly, commissions, boards and committees is of paramount concern to the City & Borough of Wrangell; and

WHEREAS, certain members of the public (including the Assembly Members and Board and Commission Members) have received the COVID-19 Vaccine; and

WHEREAS, Staff believes that Wrangell Municipal Code Section 3.05.050 that provides for teleconference participation of Assembly meetings, but only if a physical quorum is present in the Borough Assembly Chambers should be temporarily amended; and

WHEREAS, to protect life/health safety the Assembly passed Resolution 03-20-1520 in March of 2020, allowing for phone and video conference meetings because of COVID-19; and

WHEREAS, the Assembly passed Resolution 10-20-1547 in October of 2020, extending that approval because physical distancing could not be accomplished in the Borough Assembly Chambers if in-person meetings were to resume; and

WHEREAS, the Assembly passed Resolution 01-21-1557 in January 2021, further extending the suspension of in-person meetings until March 31, 2021, unless previously terminated; and

WHEREAS, there may still be Assembly Members or Board and Commission Members who do not feel comfortable attending meetings, in-person; and

WHEREAS, to provide protection to those Assembly Members or Board and Commission Members who wish to continue meeting by teleconference, the temporary amendment of WMC Section 3.05.050 must be extended **until June 30, 2021**, unless previously terminated, to allow all Assembly Members, Board and Commission Members, and Borough Staff and the General Public to participate via teleconference or videoconference, if they choose to do so.

WHEREAS, Borough Assembly meetings and other City Boards and Commissions will be held in-person with teleconferencing available to those not attending in-person in the Borough Assembly Chambers at City Hall with a modified plan in place **until June 30, 2021**, unless previously changed; and

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

Section 1. Wrangell Municipal Code Section 3.05.050 (Teleconferencing) is temporarily amended as follows:

3.05.050 Teleconferencing and Videoconferencing.

A. The mayor or an assembly member who will be absent from a meeting, including public hearings and work sessions of the assembly, including an executive session, may participate in the meeting by telephone or other electronic means as provided in this section and provided the following circumstances are met:

1. The meeting is held with a quorum of members physically **or via teleconference/videoconference means** present;
2. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference **/videoconference**, including being able to hear and engage in discussion, and being audible to all persons participating in the meeting;

3. Prior to the meeting reasonable efforts will be made to ensure that the member participating by teleconference/videoconference is provided with the meeting agenda and other pertinent documents to be discussed and acted upon; access to the agenda and documents from the borough's website will be considered sufficient access;

4. For any executive session, the member participating by teleconference/videoconference shall acknowledge that there is no other person with the member or in close enough proximity to hear the meeting discussion.

B. Participation of Mayor and Assembly Members by
Teleconference/Videoconference.

1. An assembly member may request to participate in any meeting of the assembly by notifying the clerk one hour prior to any meeting. [~~to arrange for teleconference participation by 4:00 p.m. on the Friday before the Tuesday regular assembly meeting, and at least 12 hours before any special assembly meeting~~].

2. The mayor, or the presiding officer in the absence of the mayor, may request to participate in any meeting of the assembly by notifying the clerk to arrange for teleconference/videoconference participation one hour prior to any meeting. [~~by 4:00 p.m. on the Friday before the Tuesday regular assembly meeting, and at least 12 hours before any special assembly meeting.~~]

3. The mayor and any assembly member participating by teleconference/videoconference shall be deemed to be present at the assembly meeting for all purposes, including for quorum and voting; ~~provided, that:~~

~~The mayor, or the presiding officer in the absence of the mayor, shall not preside over the assembly meeting when participating by teleconference.~~

4. The mayor and any assembly member participating by teleconference/videoconference shall have the same right to participate in any matter as if physically present at the assembly meeting, including debate under WMC 3.05.060, adjudicatory matters, and presentations. Reasonable efforts shall be made to make available to the mayor and any assembly member participating by teleconference/videoconference any pertinent documents that are to be discussed and/or acted upon, including the assembly packet.

5. The mayor and any assembly member participating by teleconference/videoconference shall have the same right to vote on any

matter as if physically present at the assembly meeting. All voting at the meeting shall be by roll call vote. The assembly member who is participating by teleconference/videoconference, or the mayor when participating by teleconference/videoconference, determines whether the member or the mayor has had the opportunity to evaluate all pertinent information, including any testimony and/or evidence, and is prepared to vote.

~~6. Teleconference participation at any assembly meeting by each assembly member or by the mayor is limited to four times during the 12-month period commencing January 1st each year. However, teleconference participation by a member or the mayor will not be allowed consecutively for more than two regular meetings. Participation in a meeting by teleconference while out of town on municipal business does not count toward the four times for which teleconference participation is permitted or toward the two consecutive regular meetings limit on participation by teleconference.~~

C. All votes taken at the meeting are by roll call of the members physically present at the meeting and the members participating by teleconference/videoconference.

Section 2. This extension of the temporary amendment to Wrangell Municipal Code Section 3.05.050 is effective until June 30, 2021 and shall sunset, unless otherwise previously terminated, June 30, 2021.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 23rd DAY OF February 2021.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST:_____
Kim Lane, Borough Clerk



CITY AND BOROUGH OF WRANGELL COVID-19 PREVENTION AND MITIGATION PLAN FOR IN-PERSON PUBLIC MEETINGS OF THE BOROUGH ASSEMBLY

The City & Borough of Wrangell has implemented the following COVID-19 Mitigation Plan to protect staff, volunteers, and the public at meetings in the Borough Assembly Chambers at City Hall:

- No gathering of larger than six (6) people is allowed (not including the Borough Assembly, Borough Manager, and Borough Clerk).
- Face Mask or a Face Shield (when wearing a face mask is not possible, due to a medical reason) shall be worn at all times when in City Hall.
- Six-foot distancing must be maintained between non-household members.
- Any person with symptoms consistent with COVID-19 may not enter the facility.
- Hand-washing capabilities and sanitizer are provided in the facility.
- Staff and volunteers will practice frequent handwashing, and there will be an adequate supply of soap disinfectant, hand sanitizer, and paper towels available.
- Surfaces in the facility will be sanitized before and after every public meeting.
- No food or drink will be provided in public meetings.

The point at which in-person meetings will be suspended is if there are at least four (4) active cases in Wrangell.

Process:

A face mask or a Face Shield (when wearing a face mask is not possible, due to a medical reason) shall be worn at all times, when in City Hall.

The Borough Assembly (7 members), the Borough Manager, and the Borough Clerk will be seated in the Borough Assembly Chambers 6' apart at separate 4' wide tables.

The Borough Clerk will be seated at her seat on the diaz and the Borough Assembly and Borough Manager will be seated at tables on the main floor.

The tables will be taped off to ensure the 6' distancing between members.

There will be six (6) members of the public and staff allowed in City Hall however, they will be admitted into the Assembly Chambers, one at a time by the Clerk, at the time in which they are permitted to speak (Persons to be Heard, Public Hearing, Staff Report, or a specific Agenda Item). There will be a podium set up at the entrance to the Assembly Chambers that the public member or Staff member will stand at. Once the "person" has spoken, they will return to their seat in the hallway or they may leave City Hall.

Each time a person speaks at the podium, the Clerk will sanitize the podium area.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

RESOLUTION No. 05-21-1587 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE HARBOR FUND BY TRANSFERRING \$7,780 FROM HARBOR RESERVES TO THE HARBOR FACILITY REPAIRS AND MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR REIMBURSEMENT TO THE MEYERS CHUCK COMMUNITY ASSOCIATION FOR EMERGENCY DOCK REPAIRS

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$7,780 Total

| | | |
|-----------|----------------|----------|
| FY 20: \$ | FY 21: \$7,780 | FY22: \$ |
|-----------|----------------|----------|

Amount Budgeted:

| | | |
|--|----------|--|
| | FY21 \$0 | |
|--|----------|--|

Account Number(s):

| | | |
|--|-------------------------|--|
| | 74010 000 7002 00 00000 | |
|--|-------------------------|--|

Account Name(s):

| | | |
|--|--------------------------------------|--|
| | Harbor Facility Repair & Maintenance | |
|--|--------------------------------------|--|

Unencumbered Balance(s) (prior to expenditure and resolution):

| | | |
|--|-------|--|
| | \$799 | |
|--|-------|--|

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 05-21-1587; 2. Repair Expenditure Memo from Meyers Chuck Community Association

RECOMMENDATION MOTION:

Move to approve Resolution No. 05-21-1587.

SUMMARY STATEMENT:

On May 12, 2021 a small group of elected officials and administrative staff traveled to Meyers Check to inspect the dock and visit with the residents. The Harbormaster included a report in this packet that outlines some of the work underway as a result of that visit. A number of issues were identified

and are outlined below (this is the same list that was sent to the Assembly in a KYP email about 10 days ago).

- Reimbursement to the “Community Fund” for the purchase of the barrels, both those purchased this year, and those purchased previously. These were purchased and installed by the residents to keep the dock floating.
- Request assistance from the federal delegation (specifically Senator Murkowski) in having the USCG take the entrance marker off a floating buoy and reinstall it on a spire mounted on rock. The floating buoy marker has led to a number of groundings by boaters inexperienced in the area.
- Replacement of the airplane float. This is a life/health safety issue. The whole float project is critical, but the airplane float will be replaced this summer as soon as possible. Options are currently being explored for the most expeditious way to get a new airplane float installed.
- Replacement of the full float system. The Harbormaster is developing a project scope based on the measurements he took and other known issues. A pre-project assessment of the float piles will need to be conducted by a diver. Arrangements for that will be made as soon as possible.
- Removal of the moorage fees. It was explained that most of the boaters through Meyers Chuck either don’t pay, or get irritated and anchor up just off the float. This keeps the floatplanes from being able to dock. This is a critical supply and potential life/health safety issue. Removal of the fees will be addressed at the next Port & Harbor Commission meeting. It will be followed by action of the Assembly to amend the resolution establishing harbor fees, by removing the moorage fees in Meyers Chuck.

Because the dock was literally sinking the Meyers Chuck Community Association purchased barrels and installed them under the dock to keep them floating. A second round of barrels was just purchased this year to further improve the situation. The dock facility in Meyers Chuck is the responsibility of the CBW Harbor Department. The residents of Meyers Chuck should never have had to make that expenditure or handle the repairs independently. While in Meyers Chuck Administration committed to reimbursing the Community Association. A memo outlining the expenses is attached. Please note, the labor for installing the barrels was donated by the residents.

The cash reserve balance of the Port/Harbor Fund, prior to this expenditure, is \$2,477,802. The previous draw from reserves was \$83,000 for the City Dock Repair Project that was approved by the Assembly in April.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-21-1587

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2021 BUDGET IN THE HARBOR FUND BY TRANSFERRING \$7,780 FROM HARBOR RESERVES TO THE HARBOR FACILITY REPAIRS AND MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR REIMBURSEMENT TO THE MEYERS CHUCK COMMUNITY ASSOCIATION FOR EMERGENCY DOCK REPAIRS

WHEREAS, Resolution No. 06-20-1530 adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2020-2021; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

WHEREAS, the City and Borough of Wrangell's budget presumes that each department will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the fiscal year and recognizes that, from time to time, circumstances and events may require the original budget to need revision; and

WHEREAS, members of the Assembly, Port & Harbor Commission and Administration recently visited Meyers Chuck to conduct a dock inspection, among other thing; and

WHEREAS, on the visit, the group was made aware of the emergency dock repairs that were completed and paid for the the Meyers Chuck Community Association; and

WHEREAS, the maintenance responsibility for the Meyers Chuck dock belongs to the City & Borough of Wrangell; and

WHEREAS, in order to make the Meyers Chuck Community Association whole, it is necessary to reimburse the organization for the expenses incurred related to these emergency repairs; and

WHEREAS, it is necessary to amend the FY 2021 Budget in the Harbor Fund to move money from Harbor Reserves and authoirize its expenditure for this reimbursement.

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

Section 1: The FY 2021 Budget in the Harbor Fund is amended by transferring funds in the amount of \$7,780 from Harbor Reserves to the Harbor Facility Repair and Maintenance Account (74010 000 7002) and authorize its expenditure for reimbursement to the Meyers Chuck Community Association for Emergency Dock Repairs.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA THIS 25TH DAY OF MAY, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Vice-Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

MEYERS CHUCK DOCK EMERGENCY MAINTENANCE**MAY 2012**

| | |
|--|--------|
| 100 BARRELS | \$2300 |
| TRUCK TO SEATTLE | 500 |
| SHIPPING TO KETCHIKAN | 1400 |
| DELIVERY TO MEYERS CHUCK (Kent Halverson's) | FREE |
| INSTALLATION (water pump, compressor, barge) | 1300 |
| 30 MAN-DAYS OF LABOR | FREE |

MAY2021

| | |
|--|-------------|
| 60 BARRELS | \$1380 |
| DELIVERY TO MEYERS CHUCK (Dan Higgins) | FREE |
| INSTALLATION (water pump, compressor, barge) | 900 |
| 20 MAN-DAYS OF LABOR | FREE |
| REPAIR STEEL GANGWAY | FREE |
| REPLACE BROKEN DECKING | <u>FREE</u> |

TOTAL\$7780

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

Approval of Amendment No. 1 to the Professional Services Agreement with Ramsey Appraisal Resource in the Amount of \$18,000 for Additional Appraisal Services

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$18,000 Total

| | | |
|-----------|--------------------|----------|
| FY 20: \$ | FY 21: \$18,000 | FY22: \$ |
|-----------|--------------------|----------|

Amount Budgeted:

FY21 \$ 42,000

Account Number(s):

50000 000 7519
52000 000 7519

Account Name(s):

Residential Construction Fund and
Industrial Construction Fund

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

See Resolution Agenda Statement

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None

RECOMMENDATION MOTION:

Move to Approve the budget amendment for \$18,000.

SUMMARY STATEMENT:

At the Assembly's March 23, 2021 meeting a Professional Service Agreement (PSA) to Ramsey Appraisal Resource in the amount of \$42,000 for appraisal services was approved.

The contract was for the appraisal of nine (9) sites areas. One of the sites was for three residential lots, the remainder eight (8) sites were in Industrial, Light Industrial, or Waterfront Development and encompass developed or vacant land, submerged or filled tidelands and commercial/industrial lease areas.

Since the award of the PSA, several additional sites were determined to need appraising. Mr. Ramsey has provided the following quotes for these areas as follows:

Lot 6, Block 38, USS 1119 Plat 2015-6 (located on Etolin Avenue): \$2000

This lot was for sale over the counter 2015-2020, but was removed due to lack of sale and potential construction impediments. An individual was interested recently, but due to an error in the plat (which will be corrected with the State) and time lapse since last appraisal, this lot is on the list for reappraisal.

Cell Tower Leases: \$2500

The Cell tower lease sites at Shoemaker Bay and the proposed site at Solid Waste Transfer Facility were on the original list of appraisals but were classified as a land lease estimate not specifically identified for cell tower usage in the Request For Qualifications (RFQ). The appraisal is conducted differently and an additional \$2500 is required for these two appraisals.

Marine Service Center Lease Lots: \$2500

In the RFQ, only two tideland lease sites had been identified for appraisal. Due to one of the lots being considered for a trade, the appraisal requirement is different than originally quoted as the building must be taken into consideration rather than just the land, and four additional lease sites are now needed for appraisals due to the expiration of the lease. This will not include the site Fathom Seafoods on the dock itself as the Appraiser indicated an engineering analysis of the dock needs to be completed prior to appraisal to verify dock condition. Administration is working through this situation and will get back to the Assembly on what we need to move forward.

Institute Subdivision Development \$11,000

The appraiser has been asked to provide an appraisal estimate for the 20 lots in Phase I development to determine approximately what revenue could be generated from the sale of the lots. A difference in the land value of the lots with full utilities, and with a gravel road vs paved will be provided.

Administration is recommending funding for the additional appraisal work come from the Residential and Industrial Construction Funds in the amounts of \$13,000 and \$5,000, respectively.

The next item on the agenda is Resolution 05-21-1588 authorizing the budget amendment to cover these additional expenses. If this Amendment is approved, the resolution must also be approved.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

RESOLUTION NO. 05-21-1588 AMENDING THE FY 2021 BUDGET BY TRANSFERRING \$5,000 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND \$13,000 FROM THE RESIDENTIAL CONSTRUCTION FUND RESERVE TO THE RESIDENTIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING THE EXPENDITURE FOR ADDITIONAL APPRAISAL SERVICES

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: Total \$18,000

| | | |
|-----------|--------------------|----------|
| FY 20: \$ | FY 21: \$18,000 | FY22: \$ |
|-----------|--------------------|----------|

Amount Budgeted:

FY21 \$42,000

Account Number(s):

50000 000 7519 = \$13,000

52000 000 7519 = \$ 5,000

Account Name(s):

Professional/Contractual Services of
Residential and Industrial Construction
Funds

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

Industrial Construction Reserve: \$301,051
Residential Construction Reserve: \$41,672

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. Resolution No. 05-21-1588

RECOMMENDATION MOTION:

Move to approve Resolution No. 05-21-1588.

SUMMARY STATEMENT:

The City and Borough of Wrangell issued a Request for Qualifications for appraisal services of nine different sites that encompass single or multiple lots. The appraisal effort includes vacant and developed residential, industrial lands, filled and unfilled tidelands, lease areas and parcels for sale.

The Assembly approved the Professional Services Agreement for \$42,000 at the March 23, 2021 meeting to Ramsey Appraisal Resource for appraisal of the nine (9) parcels. Since the award of the PSA, five additional sites were determined to need appraising and the requested amendment reflects the quotes provided by Mr. Ramsey that were attached to the previous agenda statement authorizing the amendment to the professional services agreement.

Residential Construction Fund (Account No. 50000 000 7519):

| | |
|---|-----------|
| Unencumbered Reserve Balance (before expenditure) | \$ 41,672 |
| Required Expenditure | \$ 13,000 |

Industrial Construction Fund (Account No. 52000 000 7519):

| | |
|---|-----------|
| Unencumbered Balance (before expenditure) | \$301,051 |
| Required Expenditure | \$ 5,000 |

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-21-1588

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET BY TRANSFERRING \$5,000 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND \$13,000 FROM THE RESIDENTIAL CONSTRUCTION FUND RESERVE TO THE RESIDENTIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING THE EXPENDITURE FOR ADDITIONAL APPRAISALS

WHEREAS, the City and Borough of Wrangell plans to dispose of land for five (5) Marine Service Center leases, two (2) cell towers, and 23 residential properties on Etolin Avenue and at the former Institute property; and

WHEREAS, the Borough plans to have the appropriate residential or commercial/industrial property appraisal performed for these sites, having approved Amendment 1 to the Professional Service Agreement with Ramsey Appraisal Resource; and

WHEREAS, a budget amendment is requested to increase the Professional/Contractual Services Account in the Residential Construction Fund 50000 000 7519 by \$13,0000 and in the Industrial Construction Fund 52000 000 7519 funds by \$5,000 to cover the cost of expense of the additional appraisals.

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

Section 1: The FY 2021 Budget is amended to reflect an increase in transfer of funds from the Residential Construction Fund Reserves in the amount of \$13,000 to the Residential Construction Fund Professional/Contractual Services account (50000 000 7519) and authorizing its expenditure for additional appraisal services.

Section 2: The FY 2021 Budget is amended to reflect an increase in transfer of funds from the Industrial Construction Fund Reserves in the amount of \$5,000 to the Industrial Construction Fund Professional/Contractual Services account (52000 000 7519) and authorizing its expenditure for additional appraisal services.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 25th Day of May 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Vice-Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

EMERGENCY ORDINANCE No. 1002 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, and 994 REPEALING EMERGENCY ORDINANCE 995, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

| |
|-----------------------------------|
| <u>SUBMITTED BY:</u> |
| Lisa Von Bargaen, Borough Manager |

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

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

ATTACHMENTS: 1. Emergency Ordinance No. 1002

RECOMMENDATION MOTION:

Move to Approve Emergency Ordinance No. 1002.

SUMMARY STATEMENT:

The EOC is bringing back the interstate travel testing mandate ordinance for renewal. The ordinance is scheduled to sunset at midnight on May 25th unless extended by the Assembly. The ordinance has not changed since it was updated in April to reflect new guidance for fully vaccinated individuals.

Identifying positive cases through testing upon arrival from outside the state is still one of the most effective ways to keep the community safe from the virus being brought into town.

This ordinance requires all persons (except those who are fully vaccinated) traveling into Wrangell from outside the state, arriving via all modes, to adhere to one of the described testing scenarios. The exception is Alaska residents, who may choose to quarantine upon arrival for 14 days in lieu of testing.

All persons arriving in Wrangell, via all modes, are able to use the airport testing service currently scheduled to be in place through June. The State is currently in discussions to determine if airport testing is going to be continued by the State after the end of June. The EOC is currently in discussions with SEARHC to determine if they are willing and able to enter into a contract with the Borough to continue airport testing if the State decides to end their contract. The CBW would use funds from the \$125,000 grant we received for testing and vaccinations to fund that effort.

This ordinance has no violation or penalty provision. The EOC is respectfully requesting the approval of this ordinance requiring international and interstate testing.

The ordinance is scheduled to sunset at 11:59pm on June 30, 2021. That date was picked as it is the expiration date of our current emergency declaration.

CITY AND BOROUGH OF WRANGELL, ALASKA
EMERGENCY ORDINANCE NO. 1002

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, and 994 REPEALING EMERGENCY ORDINANCE 995, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

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

WHEREAS, one measure available to protect the community is to conduct COVID-19 testing on individuals arriving into the Borough and require such individuals to take certain precautions prior to receipt of a negative result; and

WHEREAS, these measures assist in identifying and protecting against positive cases before significant community spread can occur; and

WHEREAS, the Wrangell Airport and the Alaska Marine Highway System ferry terminal are the primary points-of-entry for persons traveling into Wrangell from interstate and international locations; and

WHEREAS, SEARHC, under State of Alaska funding, has been conducting COVID-19 testing at the Wrangell Airport for the last several months; and

WHEREAS, this testing is available at no charge for those traveling by all modes into Alaska; and

WHEREAS, this testing is currently scheduled to continue until the end of June, 2021; and

WHEREAS, this testing has been instrumental in alerting the SEARHC Wrangell Medical Center and Emergency Operations Center to positive cases coming into the community; and

WHEREAS, the State of Alaska maintains only an interstate travel testing advisory, rather than a mandate; and

WHEREAS, it is in Wrangell's best interest to continue to require the testing of interstate and international travelers coming into the City and Borough of Wrangell in certain situations, via all modes, in order to quickly discover and isolate infected persons who arrive in Wrangell from outside the State of Alaska; and

WHEREAS, the City and Borough of Wrangell has the authority to implement temporary travel testing mandates relating to international and interstate into Wrangell via all modes to protect the health of all people living in and traveling to the community; and

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

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

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

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

I. All Travelers Arriving into Wrangell:

- a. Complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at www.alaska.covidsecureapp.com.
- b. Any person currently positive with COVID-19 cannot travel to Wrangell until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

II. All travelers arriving into Wrangell from outside Alaska must adhere to one of the following options, with special considerations outlined in Section III:

- a. **Pre-travel molecular-based test for SARS-CoV2 with negative results:**
The traveler should submit negative test results from a test within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.
- b. **Pre-travel molecular-based test for SARS-CoV2 without results:**
The traveler should submit proof of a test taken within 72 hours of departure into the Alaska Travel Portal or have proof available of having taken a test to show screeners at the airport.
 - i. The traveler should follow strict social distancing until test results are available.

- ii. The traveler should upload test results to the Alaska Travel Portal when received, regardless of the test result (it will say negative or positive).
 - iii. The traveler should obtain a second test 5-14 days after arrival. If the results of the molecular-based test for SARS CoV2 are **positive**, the traveler must remain in self isolation at their own expense. The traveler must not travel until cleared by State of Alaska Public Health (1-800-478-0084).
- c. **No pre-travel molecular-based test for SARS CoV2:**
If a traveler (aged 11 years or older) arrives without proof of a negative test result, or proof of a test taken within of 72 hours of departure to Wrangell, they must test at the Wrangell Airport.
- i. The traveler should follow strict social distancing until test results are received.
 - ii. The traveler should obtain a second test 5–14 days after arrival.

III. Special Considerations

- a. Alaskan residents may elect to not be tested, provided that they strictly self- quarantine, at their own expense, for a period of fourteen (14) days after arrival into Wrangell.
- b. Children 10 years of age and younger are exempt from testing requirements. However untested children travelling with a parent or guardian should remain in the same status as the parent or guardian.
- c. The provisions of this ordinance shall not apply if application would delay or limit emergency travel into Wrangell by Law Enforcement Officers, Healthcare Workers, or personnel from the Office of Children’s Services while functioning in their official capacity.

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

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

V. Requirements for Critical Infrastructure Workforce Travel:

Travel into Wrangell by workers in critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) “Guidance on the Essential Critical Infrastructure Workforce.” must follow the instructions and protocols contained in the employer's Community Workforce Protective Plan on file with the State. If a Plan has not

been filed, or if that Plan does not contain protections or protocols for workers traveling into Wrangell from the employer's general work site, workers must follow this ordinance.

VI. Exemptions for Fully Vaccinated Individuals:

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

- a. It is highly recommended that fully-vaccinated travelers who engaged in activities with a greater risk of COVID-19 transmission, and who may upon return have contact with individuals with a higher risk of impacts from COVID-19, or may have contact in congregate settings, acquire a test at the Wrangell Airport upon arrival and quarantine until those results are received.

VII. Definitions

- a. Self-quarantine:
 - i. Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
 - ii. Comply with all protocols related to your self-quarantine as set forth by your hotel or rented lodging, if applicable.
- b. Strict Social Distancing:
 - i. Strict social distancing is required while you wait for test results.
 - ii. You can be in an outdoor public place, but you should remain six feet away from anyone not in your immediate household, and you should wear a face covering. You should arrange curbside shopping or have food delivery.
 - iii. You should not enter restaurants, bars, gyms, community centers, office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- c. Self-Isolation Plan: Every traveler entering the state of Alaska should complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Wrangell.
- d. Accepted proof of Alaska residency:
 - i. Alaska driver's license or state-issued ID card.
 - ii. Federally-recognized Alaska tribal identification card.
 - iii. Active duty military ID card or active duty dependent ID card.
 - iv. Employment verification letter on employer letterhead or school verification letter for in-person schooling, stating traveler is moving to Wrangell for employment or school.

- e. Fully Vaccinated Individuals is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

SECTION 3. APPLICABILITY (INTERNATIONAL TRAVEL). As per the Centers for Disease Control and Prevention, the City and Borough of Wrangell requires that all travelers traveling internationally into Wrangell do the following:

If you plan to travel internationally, you will need to get tested no more than 3 days before you travel by air into the United States (US) and show your negative result to the airline before you board your flight, or be prepared to show documentation of recovery (proof of a recent positive viral test and a letter from your healthcare provider or a public health official stating that you were cleared to travel).

SECTION 4. EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset at 11:59pm on June 30, 2021 unless terminated earlier or extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 25th DAY OF MAY 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Vice Mayor

ATTEST:

Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

Approval of Lease Amendment No. 4 Harding Rentals for the COVID-19 Alternate Isolation Site for July-September, 2021 in an Amount Not to Exceed \$60,000

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$60,000 Total

| | | |
|-----------|--------|----------------------|
| FY 20: \$ | FY 21: | FY22: Up to \$60,000 |
|-----------|--------|----------------------|

Amount Budgeted:

FY22 \$0

Account Number(s):

11219 000 7519 00 32024

Account Name(s):

COVID-19 Fund, FEMA Public Assistance, Professional/Contractual Services Account

Unencumbered Balance(s) (prior to expenditure):

\$0 -Reimbursement by FEMA of Actual Expenses

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1) Lease Amendment No. 4; 2) Original Lease; 3) Lease Amendments Nos. 1-3

RECOMMENDATION MOTION:

Move to Approve Lease Amendment No. 4 Harding Rentals for the COVID-19 Alternate Isolation Site for July-September, 2021 in an Amount Not to Exceed \$60,000.

SUMMARY STATEMENT:

In June, 2020 the CBW entered into a lease with Harding Rentals for the Sourdough Lodge for use as a COVID-19 Alternate Isolation Site. The lease agreement requires the Borough to pay \$5,000 a month, plus utilities when the facility is not occupied. If occupied by a COVID-19 positive individual the monthly rent increases to \$15,000. Since June of last year there have been a handful of “almost” uses of the Site, and one actual occupant for just a few hours.

The Hardings had another request to use rent the facility, so a decision had to be made regarding need as an Alternate Isolation Site through the summer of 2021. A survey of Bed & Breakfast was conducted. Thankfully booking levels are VERY positive. However, none of them have capacity to address the isolation needs of a guest who might test positive. If an individual tests positive there is no way off the island until that individual is considered recovered, unless they need to be medically evacuated for emergency health reasons.

Small cruise ship visits will begin in Wrangell at the end of May. Cruise companies have very robust testing and/or vaccination requirements. Mitigation plans also include some provisions if individuals on board test positive. However, there still may need to be a passenger that disembarks in Wrangell due to a positive COVID test. Again, there is no alternate way off the island for that individual.

Sea Level Seafoods also has isolation sites identified, but the Borough’s location can be a supplemental alternative.

Administration, and the EOC, see extending the Alternate Isolation Site lease through September as a way to support economic recovery in Wrangell. The Site provides the necessary safety net for visitors to Wrangell in the case of a positive test result. This takes pressure off our local businesses to address this situation, and lets them focus on the business at hand.

Funding for the Alternate Isolation Site rent and utilities originally came from the CARES Act grant funding. Subsequently, FEMA has agreed to cover the cost of the rent and utilities, through FEMA Public Assistance, so the Borough’s CARES Act grant reports will be amended to reflect a reduction in the CARES Act expenditures as soon as payment from FEMA is received. Moving forward, FEMA Public Assistance will cover the cost of rent and utilities.

If no occupancy of the Alternate Isolation Site is necessary, the cost of the rent and utilities for three months is below the Manager’s spending authority. However, given the influx of people into the community this summer the potential for use increases significantly. If the Site is occupied, the cost goes up to \$15,000 per month, plus utilities. That puts the lease amendment over the Manager’s spending authority. The request for up to \$60,000 is in case there are three months of occupancy and three months of utilities with people in the building.

**CITY AND BOROUGH OF WRANGELL
AMENDMENT NO. 4
LEASE AGREEMENT FOR THE SOURDOUGH LODGE
FOR USE AS AN ISOLATION FACILITY DURING THE COVID-19 PANDEMIC**

RECITALS

WHEREAS, Lessee wishes to extend the term of the lease, for the purposes stated in the original lease, beyond the term of March 31, 2021 as stipulated in Amendment Nos. 1-3 to the lease; and

WHEREAS, Section 3, TERM, of the original lease document provides for the lease to be extended on a month-to-month basis, without lapse, through July 3, 2021.

WHEREAS, Section 3, TERM, of the original lease document needs to be amended to extend the lease through September 30, 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

SECTION 1. Section 3, TERM, of the original lease, as modified in Amendment Nos. 1-3 is further amended to read as follows:

Term. The Initial Term of this lease shall be for 5 months commencing on June 3, 2020 and ending on November 3, 2020. Amendment No. 1 modified the term as of September 25, 2020 extending the term of this lease through December 31, 2020. Amendment No. 2 extended the term of the lease through March 31, 2021. Amendment No. 3 extended the term of the lease through June 30, 2021. Amendment No. 4 extends the term of the lease through September 30, 2021. This lease may be extended without lapse on a month-to-month basis through September 30, 2021. Any extension beyond that time, or after a lapse in rental use, shall be at the mutual agreement of the parties reduced to writing signed by a duly authorized representative of both the Lessor and the Lessee to be valid. Such writing may be made on the bottom of this document, so long as it is appropriately signed and dated. Lessee shall not be responsible for any rent during a lapse, even if reoccupying at a later date.

SECTION 2. All other terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Ground Lease Agreement to be executed effective as of the date and year hereinabove first written.

LESSOR:

DARLENE AND BRUCE HARDING

By: _____

Its: _____

Date: _____

LESSEE:

CITY AND BOROUGH OF WRANGELL, ALASKA

By: _____

Its: _____

Date: _____

**CITY AND BOROUGH OF WRANGELL
LEASE AGREEMENT FOR THE SOURDOUGH LODGE
FOR USE AS AN ISOLATION FACILITY DURING THE COVID-19 PANDEMIC**

THIS LEASE AGREEMENT (the "Lease") is made and entered into and effective as of the 9 day of the month of June, 2020, by and between **DARLENE AND BRUCE HARDING**, (hereinafter referred to collectively and singularly as "Lessor"), a married couple and owners of the Sourdough Lodge, whose mailing address is PO Box 636, Wrangell, Alaska 99929, and **THE CITY AND BOROUGH OF WRANGELL, ALASKA**, a home-rule political subdivision of the state of Alaska and duly incorporated municipal corporation (hereinafter "Lessee"), whose address is PO Box 206, Wrangell, Alaska 99929.

RECITALS

WHEREAS, Lessor is the owner of the Sourdough Lodge of certain real property and buildings, along with their fixtures, furnishings and appurtenances (hereinafter "Premises") in the City and Borough of Wrangell, Alaska, which Lessee desires to lease temporarily for use during the ongoing COVID-19 viral pandemic as an alternative isolation location for both preventative isolation (Quarantine) and actual medical isolation (Isolation) of patients diagnosed with COVID-19; and

WHEREAS, the parties have agreed to the terms and conditions of this Lease; and

WHEREAS, Lessor wishes to lease the Premises to the Lessee for these purposes in exchange for the cash value described below as rent, and Lessee finds the Premises suitable and wishes to lease it for the purposes described herein; and

WHEREAS, Lessor expressly consents to Lessee's use for medical purposes during the course of this viral Pandemic;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Demise; Description of Premises.** Lessee leases from Lessor the following Premises:

1104 Peninsula Street, Wrangell, Alaska 99929, otherwise known as the Sourdough Lodge and all real property and buildings, along with their fixtures, furnishings and appurtenances related to the address or the lodge.

The rights granted under this Lease are all subject to all exceptions, agreements, easements, rights-of-way, conditions, covenants, reservations, terms, conditions, and restrictions of record against the real property.

2. **Use of Premises.** Subject to the terms and conditions of this Lease, Lessee shall use the Premises as it needs and as it sees fit for the benefit of the public health during this COVID-19 Epidemic. Except for the Lessee's use, the premises shall remain vacant during the initial term of this lease and during any extensions.

3. **Term.** The Initial Term of this lease shall be for 5 months commencing on June 3, 2020 and ending on November 3, 2020. This lease may be extended without laps one a month-to-month basis through July 3, 2021. Any extension beyond that time, or after a lapse in rental use, shall be at the mutual agreement of the parties reduced to writing signed by a duly authorized representative of both the Lessor and the Lessee to be valid. Such writing may be made on the bottom of this document, so long as it is appropriately signed and dated. Lessee shall not be responsible for any rent during a lapse, even if reoccupying at a later date.

4. **Rental.** Rent shall be billed to Lessee for the previous month and payment shall be due to Lessor within 30 days. Lessee agrees to pay Lessor pursuant to the following formula during the Term of this Lease and during any extensions all payments shall be considered "Rent."

A. **OCCUPIED RENT.** During months when the Premises is occupied, for at least one full day, a minimum of 12 hours, by at least one individual who is either in Quarantine or Isolation (hereinafter "Patient"), Lessee shall pay Lessor \$15,000 per month. This shall be known as "Occupied Rent."

B. **UNOCCUPIED RENT.** During months when the Premises is unoccupied by any Patient, or when a Patient's presence or Patients' presence does not add up to 12 hours, Lessee shall pay \$5,000 per month. This shall be known as "Unoccupied Rent." Incidental use of the property and any preparation for use by a Patient or prospective Patient(s) shall not count toward the 12-hour threshold for OCCUPIED RENT.

C. **LAPSE.** If, for any complete month period between November 3, 2020, and July 3, 2021 the Lessee completely vacates the Premises and surrenders its keys to the Lessor, the lease shall be considered to have lapsed.

D. **COUNTING MONTHS.** Months shall begin on the third calendar day of a calendar month and continue until the third day of the following calendar month.

5. **Utilities and Security.** Lessee shall pay for all electrical, water, sewer, garbage and gas fees prorated to its period(s) of occupation. Lessor shall bill Lessee at the same time that the Rental Bill, as in section 4 above, is sent. Payment shall be due in 30 days. Lessee shall bear the cost of snow removal during the term of its occupation.

A. **PROPANE AND OIL.** The propane bottle shall be full prior to occupancy by the Lessee. Lessee further agrees to leave the propane bottle full when it vacates the premises. If the propane bottle is not full at the time that Lessee vacates, Lessor may charge Lessee the actual cost of replacing that propane which is missing. This value shall be determined when the Lessee vacates the premises and a bill shall be prepared and sent to Lessee within a reasonable time, not more than 30 days after surrender of the premises. .

Likewise, the property's Fuel Oil Tank shall be full when the Lessee occupies the premises and shall be left full when the Lessee vacates. Fuel Oil shall be used inclusively to understand, actual fuel oil, or other heating oil employed to operate the Premises.

B. **KEYS.** Lessor shall supply Lessee with a complete set of keys for the Premises and shall insure that no unauthorized parties have access to the building. At its own option, and without the need to seek approval, Lessee may change or add locks as it reasonably believes is necessary to fulfil its duties to Patients and the general population of the City and Borough of Wrangell. However, Lessee shall remove all added locks, or provide keys to Lessor, upon surrender of the Premises.

C. **SECURITY.** Notwithstanding Subsection 5(b) above, Lessee shall be responsible for all security necessary for its operation.

D. **TELEVISION AND INTERNET.** Lessee shall bear all costs for internet and television service necessary for its operation. This includes Installation, set-up, and operational fees. Lessor expressly grants permission for Lessee to install or have installed any equipment necessary and for any required wiring to be run. All purchased equipment shall remain property of the Lessee, even if attached to the property, unless assumed by lessor through mutual agreement.

No additional cost shall be withheld or asked for to cover utilities. No Utility deposit shall be required.

6. **Warranties.** Lessor makes the warranties of habitability, quiet enjoyment. Lessor further warrants that it is duly seized of the property and within its rights to execute this lease. Landlord shall not live at the Premises during the period of this lease unless as a Patient directed to do so under direction of the Lessee.

7. **Indemnification.** Lessee shall, to the fullest extent of the law, indemnify, defend and hold Lessor harmless from all damages arising out of any injury to any person or damage to, or destruction of, property occurring to, in, on or about the Premises, Building or Property arising out of the activities or negligence of Lessee, its employees, contractors, suppliers, customers, invitees, guests, and representatives; except that Lessor shall indemnify and hold Lessee harmless from all damages arising out of any injury to any person or damage to, or destruction of, property (other than Lessee's) caused by the sole negligence of Lessor or its authorized representatives. This provision shall survive termination of the lease.

8. **Environmental.** Lessor shall, to the fullest extent of the law, indemnify, defend and hold Lessee harmless for any and all environmental conditions existing on the land, known or unknown except for those arising directly from Lessee's own actions. This provision shall survive termination of the lease.

9. **Use, Occupancy and Care of the Leased Premises.** At all times during the

Term hereof, Lessee shall, at Lessee's sole cost and expense:

- (a) keep the Premises and improvements constructed thereon clean, safe and orderly;
- (b) conduct activities upon and generally maintain the Premises and improvements in such a manner and with such care that injury to persons and damage to property does not result therefrom;
- (c) not use or permit any part of the Premises or improvements to be used for any unlawful or unauthorized purpose nor perform, permit or suffer any act or omission upon or about the Premises or improvements which would result in a nuisance or a violation of any applicable laws, ordinances or regulations;
- (d) comply with city, state, federal and other governmental laws, statutes, ordinances, rules, orders, and regulations of whatever type and nature, including but not limited to, zoning ordinances, health, fire, safety and environmental laws and regulations which in any manner affect the leased Premises, improvements, or activities thereon;
- (e) not cause or permit any waste, damage or injury to the Premises or improvements; and

10. Maintenance and Repair. Lessor, at Lessor's expense, shall maintain, in good condition, the structural parts of the Building which shall include the foundation, bearing and exterior walls (including glass and doors to the Premises), subflooring, the unexposed electrical, plumbing and sewage systems, and the heating and current ventilation system servicing the Premises. Tenant shall maintain all non-structural elements as necessary during its occupancy and conduct all necessary janitorial work.

11. Surrender of Premises. Lessee on the last day of the Term, or upon earlier termination of this Lease, shall peaceably and quietly leave and surrender the Premises in as good condition as on commencement of the Term, ordinary wear and tear excepted.

Considering the nature of the Lessee's intended use, Lessee agrees that it shall pay to sanitize the property for COVID-19 and other potential medical infection prior to surrender. Sufficiency of this process shall be determined by standards for sanitizing similar premises established by the Centers for Disease Control currently recommended at the time.

Lessee agrees to pay for any damage to the property caused by its employees, officers, invitees or Patients, to be determined at surrender, excluding normal wear and tear.

12. Access. Lessor, Lessor's agents, employees, officers, and designees shall have the right to enter the Premises at all reasonable times to inspect the same, and to preserve and protect the Premises. Considering the contagious nature of the COVID-19 Virus and Lessee's intended use of the Premises, "reasonable times" for Lessor to access the Premises shall only be when

unoccupied by any Patient, or in an emergency situation where inaction by Lessee threatens to immediately jeopardize life, limb or property, or with the advice and consent of Lessee.

13. Liens. Lessee shall keep the Premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a lien be recorded by Lessee, Lessee shall forthwith and within thirty (30) days of learning of such recording cause the same to be cancelled and discharged of record at Lessee's sole cost and expense.

Lessor shall remain responsible for any preexisting lien or new lien resulting from action or inaction of Lessor.

14. Taxes and Assessments. Lessor shall be responsible for and shall pay promptly when due any and all general, special, real property, sales, personal property, and possessory interest taxes and assessments levied against the Premises and/or the improvements thereon.

15. Holding Over. If Lessee shall remain in possession of said Premises after the termination of this Lease or after the expiration of said Term without a proper extension or renewal of this Lease, Lessee shall be deemed to occupy the Premises as a Lessee from month-to-month.

16. Insurance.

Lessor agrees to provide adequate premises liability and fire insurance, suitable to its use of the property, naming Lessee as additional insured.

Lessee agrees to provide Comprehensive General Liability Insurance of \$15.5 million. **DARLENE AND BRUCE HARDING** shall be insured as additional insured on all insurance policies except professional liability and Worker's Compensation policies. All policies shall have a thirty-day notice of cancellation clause.

Lessee's Certificate of Liability Insurance indicating \$15.5 million in coverage is attached as Exhibit A.

17. Notices. Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Lessor: **DARLENE AND BRUCE HARDING**
P.O. Box 636
Wrangell, Alaska 99929

Lessee: **CITY AND BOROUGH OF WRANGELL**
PO Box 206
Wrangell, Alaska 99929
Attn: Borough Manager

18. Miscellaneous Provisions.

A. ATTORNEYS' FEES, COSTS AND EXPENSES. In the event either party brings or commences legal proceedings to enforce any of the terms of this Lease, the prevailing party in such action shall receive from the other, in every action commenced, a reasonable sum for attorneys' fees and costs to be fixed by the court in the same action.

B. RIGHTS AND REMEDIES. No right or remedy herein conferred upon or reserved to a party hereunder is intended to be exclusive of any other right or remedy, and such and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

C. ASSIGNMENT AND SUBLETTING. Except as provided below, Lessee shall not sublet, mortgage, pledge or assign its rights under this Lease without the prior written consent of Lessor.

D. WAIVER AND FORBEARANCE. No waiver by a party hereto of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver by the first party of its rights or remedies with respect to such breach.

E. SUCCESSORS IN INTEREST. This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and permitted sublessees and assigns of the parties hereto.

F. APPLICABLE LAW AND VENUE. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. The parties agree to select the First Judicial District at Wrangell for any adjudication.

G. NO PARTNERSHIP, JOINT VENTURE, ETC. Nothing in this Lease shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

H. NO THIRD PARTY BENEFICIARIES. This Lease does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Lease.

I. SEVERABILITY. If any provision of this Lease or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Lease or any other application of such provision shall not be affected thereby.

J. ENTIRE AGREEMENT. This Lease constitutes all of the agreements and conditions made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by both parties or their respective successors in interest.

K. INTERPRETATION. Each term and such provision of this Lease shall be construed to be both a covenant and a condition of this Lease.

J. TIME. Time is of the essence in each term and provision of this Lease.

K. COUNTERPARTS ALLOWED. This Lease may be executed in any number of counterparts, including by facsimile signature, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Ground Lease Agreement to be executed effective as of the date and year hereinabove first written.

LESSOR:

DARLENE AND BRUCE HARDING

By: Darlene M Harding
 Its: Bruce E Harding

LESSEE:

CITY AND BOROUGH OF WRANGELL, ALASKA

By: Lisa M VanBuren
 Its: Borough Manager

**CITY AND BOROUGH OF WRANGELL
AMENDMENT NO. 1
LEASE AGREEMENT FOR THE SOURDOUGH LODGE
FOR USE AS AN ISOLATION FACILITY DURING THE COVID-19 PANDEMIC**

RECITALS

WHEREAS, Lessee wishes to extend the term of the lease beyond the initial term of November 3, 2020 for the purposes stated in the original lease; and

WHEREAS, Section 3, TERM, of the original lease document provides for the lease to be extended on a month-to-month basis, without lapse, through July 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

SECTION 1. Section 3, TERM, of the original lease document is amended to read as follows:

Term. The Initial Term of this lease shall be for 5 months commencing on June 3, 2020 and ending on November 3, 2020. As of September ^{25, 2020} ~~XX, 2020~~ the term of this lease is extended through December 31, 2020. This lease may be extended without lapse on a month-to-month basis through July 3, 2021. Any extension beyond that time, or after a lapse in rental use, shall be at the mutual agreement of the parties reduced to writing signed by a duly authorized representative of both the Lessor and the Lessee to be valid. Such writing may be made on the bottom of this document, so long as it is appropriately signed and dated. Lessee shall not be responsible for any rent during a lapse, even if reoccupying at a later date.

SECTION 2. All other terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Ground Lease Agreement to be executed effective as of the date and year hereinabove first written.

LESSOR:

DARLENE AND BRUCE HARDING

By: Darlene M Harding

Its: Bruce E Harding

Date: 9-25-2020

LESSEE:

CITY AND BOROUGH OF WRANGELL, ALASKA

By: Wen M Vinberg

Its: Borough Manager

Date: 9.25.2020

**CITY AND BOROUGH OF WRANGELL
AMENDMENT NO. 2
LEASE AGREEMENT FOR THE SOURDOUGH LODGE
FOR USE AS AN ISOLATION FACILITY DURING THE COVID-19 PANDEMIC**

RECITALS

WHEREAS, Lessee wishes to extend the term of the lease, for the purposes stated in the original lease, beyond the term of December 31, 2020 as stipulated in Amendment No. 1 to the lease; and

WHEREAS, Section 3, TERM, of the original lease document provides for the lease to be extended on a month-to-month basis, without lapse, through July 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

SECTION 1. Section 3, TERM, of the original lease, as modified in Amendment No. 1 is further amended to read as follows:

Term. The Initial Term of this lease shall be for 5 months commencing on June 3, 2020 and ending on November 3, 2020. Amendment No. 1 modified the term as of September 25, 2020 extending the term of this lease through December 31, 2020. Amendment No. 2 extends the term of the lease through March 31, 2021. This lease may be extended without lapse on a month-to-month basis through July 3, 2021. Any extension beyond that time, or after a lapse in rental use, shall be at the mutual agreement of the parties reduced to writing signed by a duly authorized representative of both the Lessor and the Lessee to be valid. Such writing may be made on the bottom of this document, so long as it is appropriately signed and dated. Lessee shall not be responsible for any rent during a lapse, even if reoccupying at a later date.

SECTION 2. All other terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Ground Lease Agreement to be executed effective as of the date and year hereinabove first written.

LESSOR:

DARLENE AND BRUCE HARDING

By: *Darlene M Harding*

Its: *Bruce E Harding*

Date: *Dec 31, 2020*

LESSEE:

CITY AND BOROUGH OF WRANGELL, ALASKA

By: *Lisa M VonBreg*

Its: *Borough Manager*

Date: *December 31, 2020*

**CITY AND BOROUGH OF WRANGELL
AMENDMENT NO. 3
LEASE AGREEMENT FOR THE SOURDOUGH LODGE
FOR USE AS AN ISOLATION FACILITY DURING THE COVID-19 PANDEMIC**

RECITALS

WHEREAS, Lessee wishes to extend the term of the lease, for the purposes stated in the original lease, beyond the term of March 31, 2021 as stipulated in Amendment No. 2 to the lease; and

WHEREAS, Section 3, TERM, of the original lease document provides for the lease to be extended on a month-to-month basis, without lapse, through July 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the parties hereto covenant and agree as follows:

SECTION 1. Section 3, TERM, of the original lease, as modified in Amendment No. 2 is further amended to read as follows:

Term. The Initial Term of this lease shall be for 5 months commencing on June 3, 2020 and ending on November 3, 2020. Amendment No. 1 modified the term as of September 25, 2020 extending the term of this lease through December 31, 2020. Amendment No. 2 extended the term of the lease through March 31, 2021. Amendment No. 3 extends the term of the lease through June 30, 2021. This lease may be extended without lapse on a month-to-month basis through July 3, 2021. Any extension beyond that time, or after a lapse in rental use, shall be at the mutual agreement of the parties reduced to writing signed by a duly authorized representative of both the Lessor and the Lessee to be valid. Such writing may be made on the bottom of this document, so long as it is appropriately signed and dated. Lessee shall not be responsible for any rent during a lapse, even if reoccupying at a later date.

SECTION 2. All other terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Ground Lease Agreement to be executed effective as of the date and year hereinabove first written.

LESSOR:

DARLENE AND BRUCE HARDING

By: Darlene M Harding

Its: Bruce E Harding

Date: 3/11/2021

LESSEE:

CITY AND BOROUGH OF WRANGELL, ALASKA

By: Leon M Vukobrat

Its: Borough Manager

Date: 3/11/2021

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 13 |

Approval to Pay for Sea Level COVID-19 Testing up to \$70,000 for the 2021 Processing Season

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$70,000 Total

| | | |
|-----------|------------------------|-----------------------|
| FY 20: \$ | FY 21: Est \$35,000 | FY22: Est \$35,000 |
|-----------|------------------------|-----------------------|

Amount Budgeted:

FY21/22 \$0

Account Number(s):

11219 000 7519 00 32024

Account Name(s):

COVID-19 Fund, FEMA Public Assistance, Professional/Contractual Services Account

Unencumbered Balance(s) (prior to expenditure):

\$0 -Reimbursement by FEMA of Actual Expenses

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Pacific Seafoods Request Memo

RECOMMENDATION MOTION:

Move to Approve Paying for Sea Level COVID-19 Testing up to \$70,000 for the 2021 Processing Season.

SUMMARY STATEMENT:

In 2020 the CBW paid for the cost of a COVID-19 Employee Testing Program for Sea Level Seafoods. Wrangell paid just over \$22,000 for the testing. The funding was reimbursed through the Borough's CARES Act grant funds. Subsequently, FEMA has agreed to cover the cost of the testing, through FEMA Public Assistance, so the Borough's CARES Act grant reports will be amended to reflect a reduction in the CARES Act expenditures as soon as payment from FEMA is received. Moving forward, FEMA Public Assistance will cover the cost of testing. Administration is requesting permission to cover the cost of Sea Level employee testing up to \$70,000 seeking reimbursement through FEMA Public Assistance.

Pacific Seafoods, the parent company of Sea Level, has submitted a formal request (attached) asking for the Borough's assistance in covering testing costs. That letter also includes a thank you for covering the testing costs last year.

Administration is requesting an amount more than triple last year's expenditure because it is our understanding Sea Level would like to institute a far more robust testing regime than last year. The attached letter indicates they would like to test 40 employees every 14 days for five months. At a cost of \$175 per test, the amount is \$70,000.

Further, to facilitate reimbursement through FEMA they have requested documentation related to the Borough's agreement to pay for testing. It is far easier to submit documentation once to FEMA, so Administration is requesting authorization for the maximum amount requested by Sea Level.

The Borough will not expend any funds for testing that will not be reimbursed.

Note: The City of Seward is covering the cost of employee testing for Pacific Seafood in their community.



May 18, 2021

City and Borough of Wrangell

P.O. Box 531

Wrangell, AK 99929

Dear Borough Assembly,

We sincerely appreciate the financial assistance received from the City and Borough of Wrangell during 2020 for COVID-19 testing. Equally important, if not more, were the countless hours invested by Borough personnel in partnering with us. The end result is that your funding and the willingness of the community to work with us through such a difficult ordeal undoubtedly helped our company and the community achieve a much better level of success in protecting the health and the welfare of us all.

It was hoped that we would be back close to pre-2020 normalcy by now. Since we haven't quite reached that goal, our plan is to continue quarantines and COVID testing in accordance with health advisories or orders, and your guidance. To insure quarantine is effective, and feasible for employees, we are paying quarantined personnel as well as providing food and necessary services during quarantine. We are hoping it might be possible the Borough help again this season with costs of COVID testing for the processing facility, while we absorb the costs of quarantine and other COVID costs.



In our understanding, the current alert level recommends testing plant personnel every 28 days, which for 40 employees would mean in the range of 200 tests over a five-month period. Ideally we would like to test more frequently, funding permitting, following a 14-day regimen as long as it may be deemed advisable. Therefore, we are requesting financial assistance from the City and Borough of Wrangell to cover the cost of testing approximately 40 personnel every 14 days for 5 months, at an estimated cost of \$175 per test, for a total of \$70,000.

Again, we really did appreciate the assistance during 2020 and are hoping to have a more successful 2021 for the community and Pacific Seafood.

Best regards,

A handwritten signature in blue ink, appearing to read "Robert T. Hancock Jr.".

Robert T. Hancock Jr.
Office Manager | Pacific Seafood – Wrangell, LLC
DBA – Sea Level Seafood
PO Box 2085 | 1204 Zimovia Hwy
Wrangell, AK 99929
cell: 907.305.0509
plant: 907.874.2401
e: rhancock@pacseafood.com

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 15 |

Executive Session: Litigation Strategy Discussion CBW v. Steve Johnson (1WR-00046-CI)

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

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

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

ATTACHMENTS: 1. Confidential Memo from Manager; 2. Confidential Attorney Memo; 3. Motion for Partial Summary Judgement

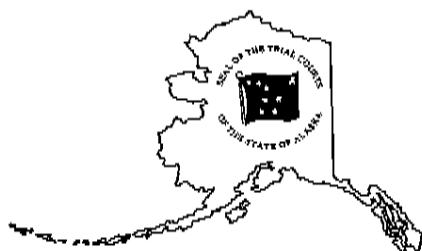
RECOMMENDATION MOTION:

Pursuant to AS 44.62.310 (c)(d), I move that we go into Executive Session, and invite the Borough Attorney, Manager, and Port & Harbor Director to receive an update and discuss litigation strategies and tactics concerning the status of the CBW v. Steve Johnson (1WR-00046-CI), a matter "which by law, municipal charter, or ordinance" is required to be confidential.

SUMMARY STATEMENT:

On January 26, 2021 the Assembly held an Executive Session to discuss litigation strategies related to this case. On May 4, 2021 the Judge issued a Motion for Partial Summary Judgement. The ongoing legal strategy requires direction from the Assembly.

Confidential memos from the Manager and Attorney are attached in the Private Packet for review by the Assembly. The motion for Partial Summary Judgement is a matter of public record, and therefore, is part of the public packet.



Trial Courts
State of Alaska

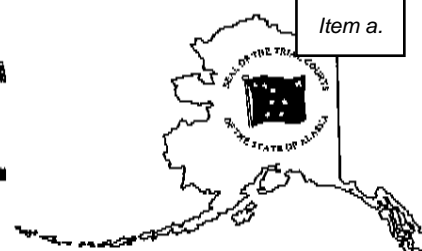


Wrangell Trial Court

P.O. Box 869

Wrangell, AK 99929

Phone: (907) 874-2311 Fax: (907) 874-3509



Trial Courts
State of Alaska

Item a.

DATE: 5/5/2021

Number of pages,
including cover sheet: 5

TO: ☐ Levesque
206-309-0667

☐ Thompson
888-363-1007

FROM: ☐ Clerk ☒ Magistrate

If there are problems or questions,
please call: (907) 874-2311

Message: Please see attached.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT WRANGELL

CITY AND BOROUGH OF WRANGELL,)

Plaintiff(s),)

vs.)

STEVEN JOHNSON,)

Defendant(s).)

FILED in the Trial Courts
State of Alaska First District
at Wrangell

MAY 04 2021

Clerk of the Trial Courts

By _____ Deputy

Case No.: 1WR-19-46 CI

DECISION GRANTING PARTIAL SUMMARY JUDGMENT

The City and Borough of Wrangell (CBW) has moved for summary judgment on its claim against Mr. Johnson for moorage fees in the amount of \$23,508.68. Mr. Johnson admits that he owes the CBW moorage fees, but claims that the amount he owes is \$16,640.63 as a result of an alleged CBW error in measuring his boats.

A party seeking summary judgment has the initial burden of proving, through admissible evidence, that there are no genuine disputed issues of material fact and that the moving party is entitled to judgment as a matter of law.¹ Once the moving party has met the initial burden of showing that there are no genuine issues of material fact, the burden shifts to the non-moving party "to set forth specific facts showing that they could produce evidence reasonably tending to dispute or contradict the movant's evidence and thus demonstrate that a material issue of fact exists."²

In order to prevent summary judgment, the nonmoving party only needs to show that a genuine issue of material fact exists to be litigated, and not a showing that a party will

¹ *Mitchell v. Teck Cominco Alaska Inc.*, 193 P.3d 751, 760 n. 25 (Alaska 2008); *Christensen v. Alaska Sales & Service, Inc.*, 335 P.3d 514, 517 (Alaska 2014).

² *State, Dep't of Highways v. Green*, 586 P.2d 595, 606 n. 32 (Alaska 1978); *Christensen*, 335 P.3d at 517.

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1 “ultimately prevail at trial”.³ In deciding if the nonmoving party has met their burden, the Court
2 must draw all reasonable factual inferences in favor of the nonmoving party and address two
3 issues. First, whether the nonmoving party’s asserted genuine issues of “material fact” are indeed
4 “material”. A fact is “material” if it is a fact “...upon which resolution of an issue turns”.⁴
5 Second, because the existence of a dispute over a material fact is a question of law, the Court
6 must apply a standard based on reason and common sense in determining whether the evidence
7 proposed for trial is based entirely on “unsupported assumptions and speculation” or is “too
8 incredible to be believed by reasonable minds.”⁵

10 Thus, summary judgment is only appropriate when no reasonable person could discern a
11 genuine factual dispute on a material issue.⁶

13 There is no genuine issue of material fact that Mr. Johnson owes the CBW
14 moorage/utilities/storage fees. Mr. Johnson asserts that there is a genuine issue of material fact
15 on the amount owed because the CBW has the wrong measurements of his vessels. The CBW
16 supports its motion with the following exhibits:

18 Exhibit 1: Mr. Johnson’s answers to Requests for Production

19 Exhibit 2: CBW statement dated July 23, 2020 showing amount due of \$23,508.66

20 Exhibit 3: Affidavit of Steve Miller on OAL measurement of the vessels

21 Exhibit 4: Affidavit of Eric Yancey on OAL measurement of the vessels

22 Exhibit 5: Pictures
23
24
25

26 ³ *Lockwood v. Geico Gen. Ins. Co.*, 323 P.3d 691, 697 (Alaska 2014)

27 ⁴ *Sonneman v. State*, 969 P.2d 632, 635 (Alaska 1998)

28 ⁵ *ConocoPhillips Alaska, Inc. v. Williams Alaska Petroleum, Inc.*, 322 P.3d 114, 122 (Alaska 2014); *Yurioff v. Am. Honda Motor Co.*, 803 P.2d 386, 389 (Alaska 1990); *Christensen*, 335 P.3d at 517.

⁶ *Yurioff* 803 P.2d at 389 (Alaska 1990); *Christensen*, 335 P.3d at 517.

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1 In support of its motion and reply, the CBW points to Mr. Johnson's discovery responses,
2 moorage billing records going back to 2012 and affidavits of the Wrangell Harbormaster, Steve
3 Miller and a private citizen with thirty five years of boating experience, Eric Yancey, confirming
4 the OAL (overall length) measurements of Mr. Johnson's boats at 103 feet for the Lady Gudney,
5 92 feet for the Cirus and 45 feet for the Bonnie Jean.

6
7 Mr. Johnson's response to Request for Production 1 states that "...he concedes that the City
8 of Wrangell accounting and schedule of payments is accurate." Exhibit 2 establishes that the
9 CBW has since August of 2012 consistently billed Mr. Johnson based on the OAL measurements
10 described in the affidavits and that procedure continued through 2019.

11
12 The CBW has thus met the initial burden of proving, through admissible evidence, that
13 there are no genuine disputed issues of material fact and that the moving party is entitled to
14 judgment as a matter of law. Thus, the burden shifts to Mr. Johnson to set forth specific facts
15 showing that he can produce evidence reasonably tending to dispute or contradict the CBW's
16 evidence and thus demonstrate that a material issue of fact exists on the amount due.

17
18 In support of his opposition, Mr. Johnson submits his discovery response asserting that that
19 "Mr. Johnson agrees with the City of Wrangell's account statement on this point, except for the
20 matter of overcharging based on the length of his boats". In addition, Mr. Johnson submits
21 certificates of documentation for the F/V Cirus and the F/V Bonnie Jean. Mr. Johnson's
22 opposition alleges that he "...has repeatedly asserted and will swear that the Lady Gudney is 86
23 feet long, the Cirus is 82 feet long, and the Bonnie Jean is 36 feet long".

24
25 Mr. Johnson's opposition raises two issues. The first is whether the CBW has used the
26 correct vessel length in its billing. The second is whether Mr. Johnson has waived his right to
27 contest the OAL rate that the CBW has used for Mr. Johnson's vessels since 2012.

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As stated above, Mr. Johnson does not have to show that he will ultimately prevail at trial. Instead, he merely has to show that he can produce evidence reasonably tending to dispute or contradict the CBW's evidence. Mr. Johnson has produced evidence in the form of two Certificates of Documentation that that will likely be admissible at trial. These Certificates of Documentation contain a statement of each boat's length. In addition, Mr. Johnson will "...swear that the Lady Gudney is 86 feet long, the Cirus is 82 feet long, and the Bonnie Jean is 36 feet long." The Court does not believe that Mr. Johnson's evidence or argument will prevail at trial⁷, but he has demonstrated the existence of an issue of fact that contradicts the CBW's evidence and thus, the Court cannot grant summary judgment for the full amount that the CBW asserts is due. On the other hand, I can grant partial summary judgment that Mr. Johnson owes at least \$16,640.63.

THEREFORE, IT IS ORDERED that the CBW is granted partial summary judgment that Mr. Johnson owes the CBW not less than \$16,640.63.

Entered this 4th day of May, 2021



Kevin G. Miller
Superior Court Judge

I certify that on May 5, 2021
a copy of this document was provided to:

☒ Plaintiff(s)/Atty: via ☐ email ☐ Court Tray ☐ Mail ☒ Other: 206-309-0667
☒ Defendant(s)/Atty: via ☐ email ☐ Court Tray ☐ Mail ☒ Other: 888-363-1007
☐ Other: _____: via ☐ email ☐ Court Tray ☐ Mail ☐ Other: _____

Clerk: SR

⁷ The Court understands that a vessel's documented length is typically not its length overall and that length overall is the measurement used to calculate moorage. However, neither party has addressed that issue and thus, the Court has no evidence before it on that difference and is not in a position to take judicial notice on this record.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

| | | |
|---------------------------|---------------------------|--------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u> | May 25, 2021 |
| | <u>Agenda Section</u> | 15 |

Executive Session: Collective Bargaining Update

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

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

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: None

RECOMMENDATION MOTION:

Pursuant to AS 44.62.310 (c)(3), I move to approve that we go into Executive Session, and invite the Borough Collective Bargaining Team, Borough Manager and Attorney, to discuss and provide an update of the status of the Collective Bargaining Negotiations, a matter "which by law, municipal charter, or ordinance" is required to be confidential.

SUMMARY STATEMENT:

The information will be provided verbally during the Executive Session.