



City and Borough of Wrangell
Borough Assembly Meeting
AGENDA

Tuesday, October 10, 2023

Location: Borough Assembly Chambers

Work Session from 6:00-7:00 PM / Regular Meeting at 7:00 PM

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

- a. Potential Restructure of the City & Borough of Wrangell's Utility Organization

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE by Assembly Member Anne Morrison
b. ROLL CALL

2. CEREMONIAL MATTERS

- a. PROCLAMATION - Lung Cancer Awareness Month

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

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

- a. Minutes from the September 26, 2023 Regular Assembly Meeting
b. Minutes from the October 5, 2023 Special Assembly Meeting
c. **RESOLUTION No 10-23-1812** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ANNUAL RECOGNITION OF THE SOVEREIGN NATION STATUS OF WRANGELL COOPERATIVE ASSOCIATION, A FEDERALLY RECOGNIZED TRIBE, AND ACKNOWLEDGE THEIR IMPORTANT CONTRIBUTIONS TO OUR WRANGELL COMMUNITY

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report (verbal at meeting)
b. Economic Development Report / Update
c. Financial Report / Update

8. BOROUGH CLERK'S REPORT

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

- a. Annual Vice-Mayor Appointment
b. Annual Board and Committee Appointments

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING

- a. **ORDINANCE No. 1046** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 16.10 - REAL PROPERTY LEASES, TO TITLE 16 – PUBLIC LANDS, OF THE WRANGELL MUNICIPAL CODE
- b. **RESOLUTION No. 10-23-1813** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AMENDED FEES AND RATES IN THE SANITATION DEPARTMENT
- c. Approval to move forward with the sale of City Leased Owned Tidelands, Lot 24A, Block 83-A, Plat 2006-6, currently leased by Randy and Jeannie Easterly, request by Randy and Jeannie Easterly

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of the First Amendment to the Professional Services Agreement with Jermain Dunnagan & Owens for Municipal Legal Services
- b. Approval of the “Chugach” real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell
- c. **RESOLUTION No. 10-23-1814** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE PUBLIC WORKS FUND TRANSFERRING \$294,449.00 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS CAPITAL EXPENDITURES LINE ITEM FOR A NEW VACCUM TRUCK AND A USED F550 TRUCK AND AUTHORIZING ITS EXPENDITURE
- d. **RESOLUTION 10-23-1815** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA ACCEPTING A LOAN IN AN AMOUNT OF \$1,961,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), RURAL DEVELOPMENT (RD), FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT
- e. Approval of a contract award to McG Constructors, Inc. in the amount of \$19,605,000 for the Water Treatment Plant Improvements Project
- f. Approval of a contract award to Global Diving & Salvage, Inc. in the amount of \$880,294 for the Wrangell Harbor Anodes Project
- g. Approve an Amendment to the PSA with PND Engineers for Construction Administration and Inspection Services for Wrangell Harbor Anodes Project
- h. Approve an amendment to the Professional Services Agreement with True North Sustainable Development Solutions for Archeological Monitoring of the Alder Top Village Subdivision Site Work Project
- i. Approval to Cancel the upcoming November 28, 2023 Regular Assembly Meeting
- j. Approval of the Resignation of Jeffrey Good as Borough Manager

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

15. EXECUTIVE SESSION

- a. **Executive Session:** For the purpose of discussing the transition strategies for the Borough Manager’s position and potential candidates for the role of Interim Borough Manager
- b. Approval of the negotiation process with regards to an offer for an Interim Borough Manager (may or may not be considered)

16. ADJOURNMENT

Wrangell Lung Cancer Awareness Month Proclamation

Whereas, lung cancer is the leading cause of cancer death among men and women in the United States and Alaska, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

Whereas, according to the Centers for Disease Control, there were 391 new lung cancer cases and 221 deaths because of lung cancer between 2015 and 2019 in Alaska; and

Whereas the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; and

Whereas, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial (3) and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large, randomized trial; and

Whereas, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

Whereas, lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and

Whereas, African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and

Whereas, lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year (7), 60-70% of individuals diagnosed with lung cancer who never smoked are women (9,10), and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US; (10,11). Whereas radon is the leading cause of lung cancer among individuals who never smoked and the second leading cause of lung cancer overall; and

Whereas, the stigma surrounding lung cancer creates barriers to early diagnosis, treatment, and funding for research, has a detrimental impact on the quality of life of people diagnosed with lung cancer, and hinders awareness of and research into lung cancer risk factors other than smoking; and

Whereas, lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies; and

Whereas, organizations working in Wrangell such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Wrangell.

Therefore, I, Mayor Patty Gilbert, Mayor of the City & Borough of Wrangell, Alaska, do hereby proclaim November 2023 as Lung Cancer Awareness Month in Wrangell, and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

Signed and sealed on behalf of the City & Borough of Wrangell this 10th day of October, 2023.

Patricia Gilbert, Borough Mayor

Attest: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Regular Assembly Meeting
Held on September 26, 2023**

CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Howe
- b. ROLL CALL

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., September 26, 2023, in the Borough Assembly Chambers. Assembly Member Howe led the pledge of allegiance.

PRESENT – HOWE, DALRYMPLE, GILBERT, MORRISON, POWELL, DEBORD

ABSENT – ROBBINS

Borough Mayor Good and Clerk Lane were also present.

CEREMONIAL MATTERS – None.

PERSON'S TO BE HEARD

Gilbert stated that we had received a request from Wrangell Cooperative Association to pull the Public Hearing item from the Agenda this evening so that they can reevaluate the plan; stated that WCA will come back to the city with a new request, when they have worked through their plan. Gilbert invited anyone who wanted to speak on the WCA request, to do so.

Ken Hoyt, resident, provided comments on the potential sale of the community garden area to Wrangell Cooperative Association.

AMENDMENTS TO THE AGENDA

Good stated that a request from Wrangell Cooperative Association had been made to pull the Public Hearing item from the Agenda. There were no objections from the Assembly to pull the item from the Agenda.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

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

6a Minutes from the September 12, 2023, Regular Assembly Meeting

6c NEW Liquor License Application #6140 - Alaska Waters Inc.

6d CORRESPONDENCE - Minutes from the June 19, 2023, Regular School Board Meeting

BOROUGH MANAGER'S REPORT

Manager Good provided a verbal report.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Gilbert stated that Southeast Conference this year recognized Julie Decker as the Person of the Year.

Howe thanked the Assembly and Staff for making his service to the community a pleasure.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING

11a ~~Request from Wrangell Cooperative Association to Purchase City-owned filled Tidelands, described as: Lot 1, Plat 84-5, of the ATS 1209 Subdivision removed from the Agenda under Amendments to the Agenda.~~

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a ORDINANCE No. 1046 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 16.10 - REAL PROPERTY LEASES, TO TITLE 16 – PUBLIC LANDS, OF THE WRANGELL MUNICIPAL CODE

M/S: Powell/Howe to approve First Reading of Ordinance No. 1046 and move to a Second Reading with a Public Hearing to be held on October 10, 2023. Motion approved by polled vote.

13b Approval of Change Order No 6 to Vision Metering in the amount of \$70,692 for the Automated Metering Infrastructure (AMI) System for Electric Meters

M/S: Morrison/Powell to approve Change Order No 6 to Vision Metering in the amount of \$70,692 for the Automated Metering Infrastructure (AMI) System for Electric Meters. Motion approved by polled vote.

13c Approval of Amendment 1 to the Professional Services Agreement with RESPEC in the Amount of \$174,962.70 for the Underground Storage Tanks Replacement Project

M/S: Powell/Howe to approve Amendment 1 to the Professional Services Agreement with RESPEC in the Amount of \$174,962.70 for the Underground Storage Tanks Replacement Project. Motion approved by polled vote.

13d Authorize negotiation of project scope and price for the Non-Motorized Transportation System with Ketchikan Ready Mix & Quarry, Inc. with the intent to enter into a sole source contract not to exceed \$850,000

M/S: Powell/Dalrymple to authorize negotiation of project scope and price for the Non-Motorized Transportation System with Ketchikan Ready Mix & Quarry, Inc. with the intent to enter into a sole source contract not to exceed \$850,000. Motion approved by polled vote.

13e Approval of the update to the City & Borough of Wrangell Employee Handbook

M/S: Howe/Powell to approve the update to the City & Borough of Wrangell's Employee Handbook, as presented.

M/S: Powell/DeBord to amend the motion to not make the proposed changes to Section 4.9.2, Per Diem until after Union negotiations. Amendment approved by polled vote.

Motion, as amended, approved by polled vote.

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

EXECUTIVE SESSION – None.

Regular Assembly meeting adjourned at 7:12 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held on October 05, 2023**

Mayor Patricia Gilbert called the Special Assembly meeting to order at 5:30 p.m., October 5, 2023, in the Borough Assembly Chambers.

PRESENT: MORRISON, GILBERT, DALRYMPLE, HOWE, ROBBINS, POWELL

ABSENT: DEBORD

PERSONS TO BE HEARD: None.

CONFLICT OF INTEREST: None.

ITEM(S) OF BUSINESS

4a RESOLUTION No 10-23-1811 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CERTIFYING THE ELECTION RESULTS OF THE REGULAR BOROUGH ELECTION HELD OCTOBER 3, 2023

M/S: Robbins/Morrison to approve Resolution No. 10-23-1811, certifying and declaring the results of the Regular Municipal Election held October 3, 2023. I further move to acknowledge receipt of the Canvass Board Report of the October 5, 2023, Regular Election; declare that the election was validly held, and direct the Clerk to record in the minutes, the total number of votes cast for the candidates. Motion approved unanimously by polled vote.

4b Distribute Certificates of Service for Outgoing Elected Officials

Certificates of Service were presented for School Board Member Esther Ashton and Assembly Member Ryan Howe.

4c Distribute Certificates of Appreciation for Election Workers

Certificates of Appreciation were presented for Election Chairperson Sarah Whittlesey-Merritt and Election Workers Deanna Reeves, and Jonna Kautz.

Meeting adjourned at 5:32 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CANVASS BOA CERTIFICATE

The following is a true and correct Certificate of the Results of the City and Borough of Wrangell Regular Election held October 3, 2023, in Wrangell, Alaska:

OFFICE OR ISSUE	PRECINCT #01-690 NOLAN CENTER	PRECINCT CANVASS BOARD	TOTAL
Assembly Member (Two - 3 Year Terms)			
Anne Morrison	159	24	183
Michael J. Otesen	158	24	182
<i>Write-ins (none declared)</i>			0
Port Commission (One - 3 Year Term)			
Gary A. Morrison	180	25	205
<i>Write-ins (none declared)</i>			0
School Board (One - 3 Year Term)			
John DeRuyter	115	14	129
Esther Reese	76	11	87
<i>Write-ins (none declared)</i>			0

Total Ballots Printed 500	
Absentee ballots 001-50 (50 ballots)	Election Day ballots 51-500 (450 ballots)
Voted Locally	18
Special Needs	0
Question Voters	0
By Mail (Sent)	15
Spoiled	0

Total Number of Ballots that were Used 33

192

Not Counted	
Question Not Counted	0
Spoiled or Not Used	17
By Mail Not Returned	7

Total number of Ballots that were not counted:

24

258

Total number of Ballots Counted

Absentee	From Election Day
26	192
218	

Total number of Ballots that were CAST & were counted
 (does not include spoiled, non-counted questioned, and by-mail not returned):

218

We, the undersigned Canvass Board, certify that the Election was validly held and the return accurately presented, and that no discrepancies or contingencies were found.

The foregoing Certificate of Results is a full report of votes cast for the Regular Election held October 3, 2023.

DATED: October 5, 2023

Patricia Gilbert
Patricia Gilbert, Borough Mayor

Bob Dalrymple
Bob Dalrymple, Assembly Member

Robert Marshall
Robert Marshall, Deputy Clerk

Sarah Whittlesey-Merritt
Sarah Whittlesey-Merritt, Election Chair

Kim Lane
Kim Lane, MMC, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	6

RESOLUTION No 10-23-1812 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ANNUAL RECOGNITION OF THE SOVEREIGN NATION STATUS OF WRANGELL COOPERATIVE ASSOCIATION, A FEDERALLY RECOGNIZED TRIBE, AND ACKNOWLEDGE THEIR IMPORTANT CONTRIBUTIONS TO OUR WRANGELL COMMUNITY

SUBMITTED BY:

Patricia Gilbert, Borough Mayor

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
	FY19 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: Resolution No. 10-23-1812

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. **If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.**

RECOMMENDATION MOTION (Consent Agenda Item):
Move to approve Resolution No. 10-23-1812.

Summary Statement:

The mayor has directed this action to reinforce the City's relationship and appreciation for WCA and their contributions to our community.

A Proclamation will be forthcoming on the October

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 10-23-1812

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ANNUAL RECOGNITION OF THE SOVEREIGN NATION STATUS OF WRANGELL COOPERATIVE ASSOCIATION, A FEDERALLY RECOGNIZED TRIBE, AND ACKNOWLEDGE THEIR IMPORTANT CONTRIBUTIONS TO OUR WRANGELL COMMUNITY

WHEREAS, a joint resolution was passed by Congress in 1990, and signed into law by President George H. W. Bush declaring November Native American Indian Heritage Month; and

WHEREAS, in addition, the State of Alaska declared November “Alaskan Native Heritage Month”; and

WHEREAS, with the enactment of the Native American Indian Heritage Day Act of 2009 (Public Law 111-33; 123 Stat. 1922), Congress—

(1) reaffirmed the government-to-government relationship between the United States and Native American governments; and

(2) recognized the important contributions of Native Americans to the culture of the United States; and

WHEREAS, Wrangell Cooperative Association (WCA) is a federally recognized tribe in the community of Wrangell; and

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska, desires to reinforce a formal recognition of the Wrangell Cooperative Association as a Tribal Government; and

WHEREAS, the Wrangell Cooperative Association’s Mission is:
"To support the cultural, ceremonial and subsistence lifestyle for all Alaskans, and to promote the safe use and availability of a healthy environment for present and future generations"; and

WHEREAS Wrangell Cooperative Association maintains a vibrant culture and tradition and holds a deeply rooted sense of community within Wrangell, Alaska; and

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska, values a strong, effective, and honorable relationship with the Wrangell Cooperative Association; and

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska, desires to collaborate with Wrangell Cooperative Association, government to government to achieve mutual objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, by this resolution, a Proclamation to recognize the Wrangell Cooperative Association and acknowledge their contributions and the important role they play in our community shall be presented to the Wrangell Cooperative Association. This recognition shall take place during the nationally recognized Native American Indian Heritage Month and the Alaskan Native Heritage Month every November.

ADOPTED: October 10, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, Borough Clerk

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

October 12 – Planning & Zoning Commission mtg. at 6:00 pm in the Assembly Chambers

November 2 – Parks & Recreation Board mtg. at 5:30 pm in the Assembly Chambers

November 7 – Economic Development Board WS at 5:30 pm in the Assembly Chambers

November 9 – Planning & Zoning Commission mtg. at 5:30 pm in the Assembly Chambers

Community Events:

Meetings and Other events of the Borough Assembly:

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

Upcoming 2023/2024 Work Sessions (scheduled), Public Hearings
(scheduled), Regular Assembly Meetings, and Other Meetings
(scheduled)

Date	Time	Purpose
<i>October 24 (no work session scheduled)</i>		
<i>November 14 Work Session</i>	<i>6-7pm</i>	<i>With WCA on collaboration</i>
<i>November 14 (possibly canceling)</i>	<i>7PM</i>	<i>Regular Assembly Meeting</i>
<i>November 28 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>December 12 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
ONLY 1 MEETING IN DECEMBER		
<i>January 9 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>January 23 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>February 13 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>February 27 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>March 12 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>March 24 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>April 9 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>April 23 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>May 14 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>May 28 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>June 11 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>June 25 (no work session) scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>

Regular Borough Election of October 3, 2023



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

*The Capital Facilities Staff and
The Nolan Civic Center Staff*

I would also like to say THANK YOU to the Incoming and Outgoing Elected Officials. We truly appreciate each one of you!



This years' Election went very well. As of September 3rd, Wrangell had **1,958** registered voters. That voter count was up by 44 from last year.

The total number of ballots cast for the October 4th Regular Election was **216**. The voter turnout this year was **11%**.

Last year's election had a 31% voter turnout (601 voted).

I will be doing the Parliamentary/OMA Training this year. I am thinking of November 13th. I want to see if that date would work for the Assembly or if you have another day in mind.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	10

Annual Vice-Mayor Appointment

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

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

ATTACHMENTS: 1. None.

RECOMMENDATION Motion:

Motion: Move to appoint _____ for Vice-Mayor until October 2024.

➤ Assembly Member _____ has expressed interest in filling this roll.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	10

Annual Board and Committee Appointments

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

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

ATTACHMENTS: 1. None.

RECOMMENDATION

Appointments are to be made by the Mayor, with the consent of the Assembly for the following:

Board/Committee	Letter of Interest Received from:
Planning & Zoning Commission (1 avail.)	1.
Parks & Recreation Advisory Board (2 avail.)	1. Jeanie Arnold 2.
Wrangell Convention & Visitors Bureau (2 avail.)	1. Chris Bunes 2. Erin Galla
Economic Development Board (2 avail.)	1. John DeRuyter 2. Jillian Privett
Investment Committee (1 avail. - Community Member)	1.

Procedure - Mayor: If there are no objections to the above appointments to the City Boards and Committees, I will declare them appointed for terms ending October 2026.

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

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

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

Motion: Move to appoint _____ to fill the vacancy on the _____ for the term up until October 2026.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	11

ORDINANCE No. 1046 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 16.10 - REAL PROPERTY LEASES, TO TITLE 16 – PUBLIC LANDS, OF THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
	FY19 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: ORD 1046.

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 1046.

Summary Statement:

The Wrangell Municipal Code addresses Tideland Leases, however, it does not address Land Leases. This Ordinance will correct that and make the process more clear for staff and the requestor.

The attorney has reviewed and approved the attached Ordinance.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1046

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 16.10 - REAL PROPERTY LEASES, TO TITLE 16 – PUBLIC LANDS, OF THE WRANGELL MUNICIPAL CODE

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

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

SEC. 1. Addition. The purpose of this ordinance is to add Chapter 16.10 – Real Property Leases to Title 16 – Public Lands to the Wrangell Municipal Code.

Title 16

PUBLIC LANDS

Sections:

- 16.04 Tidelands
- 16.08 Tideland Leases
- 16.10 Real Property Leases
- 16.12 Disposition of Public Lands and Tidelands

...

SEC. 2. Addition. Section 16.10 – Real Property Leases is hereby added to Title 16 – Public Lands in the Wrangell Municipal Code as follows:

Chapter 16.10

Sections:

- 16.10.010 Scope.
- 16.10.020 Definitions.
- 16.10.030 Applications.
- 16.10.040 Appraisal – Required Improvements.
- 16.10.060 Notice of Publication.
- 16.10.070 Terms of Lease – Renewal period.
- 16.10.080 Leases to be by negotiation.
- 16.10.090 Right of borough assembly to reject lease proposal.
- 16.10.100 Approval of leases.
- 16.10.110 Payment of annual rentals.
- 16.10.120 Adjustment of annual rentals.
- 16.10.130 Utilization of leased property.
- 16.10.140 Subleasing and assignment of leases.

- 16.10.150 Lease amendments.
- 16.10.160 Cancellation or forfeiture of leases – Generally.
- 16.10.170 Preference rights to release.
- 16.10.180 Removal or reversion of improvements upon termination of lease.
- 16.10.190 Giving notices and demands.
- 16.10.200 Compliance and regulations.
- 16.10.210 Reservation of rights-of-way.

16.10.010 Scope.

This chapter governs the procedure for leasing borough-owned real property, excluding tidelands which are subject to the procedures in WMC 16.08. The intent of this chapter is to ensure equitable leasing of borough-owned real property in such manner as will encourage development, maximize the value of borough assets, and provide for the highest and best use of borough real property. All real property to which the borough holds title, or to which the borough may become entitled, may be leased as provided in this chapter.

16.10.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Fair rental value” means the rent computed from the appraised fair market value of the land, and such term shall mean the highest price, described in terms of money for which the property would rent, if exposed for rent for a reasonable time in the open market, with an owner willing but not forced to lease and a renter willing but not forced to rent, both being fully informed of all the purposes for which the property is best adapted or could be used.

“Lease” means a surface lease issued or held pursuant to this chapter and any other borough ordinances.

“Regulations” means the leasing regulations of this chapter as well as other pertinent regulations promulgated by the borough.

16.10.030 Applications.

A person seeking a lease for borough owned real property shall file an application with the borough clerk’s office. A nonrefundable processing fee of \$100 shall be paid to the borough at the time of filing. Applications for real property leases shall be submitted to the Borough Manager and the Planning & Zoning Commission for review before being presented to the Borough Assembly for consideration.

Along with the application for the lease of real property, a development plan must be submitted for review.

(1) Development Plan. The development plan shall include:

- a. A description of the proposed use for the real property; and
- b. A description of the improvements that will be placed on the real property; and
- c. The dates by which construction will begin and will be completed; and
- d. The estimated cost of the improvements that will be placed on the real property; and
- e. A description of the effects that the proposed use of the real property may have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof; and
- f. The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the City & Borough of Wrangell. The applicant shall provide additional information, including designs and specifications, as the Borough Manager or the Planning & Zoning Commission may request. The applicant may be required to amend its development plan. All fees associated with the lease shall be paid by the applicant. Such fees include, but are not limited to, an application fee, survey, assessment, public notices, and recording fees.

16.10.040 Appraisal – Required improvements.

A. No real property shall be leased, or a renewal lease issued therefore, unless the same has been appraised within six months prior to the date fixed for beginning of the term of the lease or renewal lease. Real property shall be leased for an annual rent of six percent of the appraised value of the land and any improvements thereon owned by the borough. State or Federal agencies and non-profit organizations that lease property from the borough may be exempt from this requirement.

B. Upon the filing of an application for a lease of a parcel of classified real property and the deposit of the costs estimated by the borough clerk, the borough shall cause the tract, and any improvements thereon owned by the borough, to be appraised at their fair market value. The borough may use a professional appraiser licensed in the State of Alaska to complete the appraisal. The appraisal shall be transmitted by the appraiser to the borough assembly which shall review the same and determine the appraised value of the tract and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The assembly shall determine the annual rental as six percent of the appraised value and shall determine any limitations, reservations, requirements, or special conditions to be included in the lease.

16.10.060 Notice of Publication.

Following review of the application by the Planning & Zoning Commission, the borough assembly shall review and decide upon the application at a public hearing. The borough clerk will cause a notice of lease application to be published for three consecutive weeks before the public hearing. The publication shall be published in the newspaper at least two times, with the final publication at least one week prior to the final action on the application. The notice shall identify the applicant, the location of the proposed lease, and the proposed land use. The notice shall state that anyone wishing to protest the lease must file a written protest with the borough clerk not later than the date identified in the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this subsection shall waive any right to contest the lease application. No sooner than one week after the date set for receipt of protests, the borough manager shall submit to the borough assembly a report and recommendation on each protest timely received by the borough.

All property owners within 300 feet shall be notified by mail regarding the public hearing.

16.10.070 Terms of leases – Renewal periods.

Leases under this chapter may be issued for a maximum initial period of twenty-one years, and may provide for not more than six, five-year lease renewal options.

16.10.080 Leases to be by negotiation.

Leases may be negotiated by the borough manager or their designee with any person making application for the lease of real property, but no lease shall be consummated and executed until the borough assembly has satisfied itself that the lease of such property is in the long range interest of the borough, that such lease has been negotiated fairly and impartially and without favoritism and that the terms of the lease adequately protect the borough, including the receipt of an annual rental reflecting the true value of the premises leased.

16.10.100 Approval of leases.

All leases of borough-owned real property shall be submitted for the approval of the borough attorney as to legal sufficiency and to form and to the borough assembly for determination as to whether or not the lease should be issued. The decision to lease real property shall be made by motion duly passed in regular or special session of

borough assembly, following the public hearing regarding the lease application. A report and recommendation from the Planning & Zoning Commission shall accompany the request that goes to the borough assembly for consideration. If the borough assembly determines additional information is required, it may consult with the Planning & Zoning Commission regarding the lease application.

16.10.110 Payment of annual rentals.

Annual rental in amounts up to and including two hundred fifty dollars shall be paid on an annual basis. Annual rentals in amounts exceeding two hundred fifty dollars shall be paid in annual, quarterly, or monthly installments as provided for in the lease.

16.10.120 Adjustment of annual rental.

All leases shall stipulate that the annual rental payment shall be subject to adjustment every five years to reflect the current fair market value of the leased property. The fair market value of the leased property shall be determined as provided by WMC 16.10.040.

16.10.130 Utilization of leased property.

Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use or failure to develop the land consistent with an applicable development plan without the express consent of the borough assembly shall constitute a violation of the lease.

16.10.140 Subleasing and assignment of leases.

No lessee of borough-owned real property shall sublease or assign their lease or any interest therein without the prior written consent of the borough assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be granted in all cases where the borough assembly finds that the assignment or sublease will not be detrimental to the interests of the borough.

16.10.150 Lease Amendments.

No lease under this chapter may be modified orally or in any manner other than by a lease amendment approved by the borough assembly and signed by all parties thereto or their respective successors in interest.

16.10.160 Cancellation or forfeiture of leases—Generally.

- A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough.
- B. If the lease should be terminated because of any breach by the lessee, the rental payment last made by the lessee shall be forfeited and retained by the lessor.
- C. The borough may cancel a lease if the leased premises are used for any unlawful purpose.
- D. If the lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of valid regulations enforced, the borough manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the lessee is in default.

16.10.170 Preference rights to release

A lessee under this chapter, under an existing lease, shall upon expiration of the lease be allowed a preference right to renew the lease, unless the borough determines that the renewal is not in the best interest of the borough.

16.10.180 Removal or reversion of improvements upon termination of lease.

A lessee’s improvements on borough-owned real property shall be removed by the lessee within sixty days after termination of the lease for any cause; provided that such removal will not cause injury or damage to the land. The borough manager may extend the time for removing such lessee improvements. With the consent of the borough manager, a lessee may sell their improvement to a succeeding lessee.

16.10.190 Giving of notices and demands.

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

16.10.200 Compliance with regulations.

The lessee shall comply with all federal, state, and local statutes and ordinances with regard to the leased premises, including all borough building and zoning codes. The lessee’s premises shall be opened for inspection by authorized representatives of the borough at all reasonable times.

14.04.210 Reservation of rights-of-way.

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

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: September 26, 2023

PASSED IN SECOND READING: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/10/2023
	<u>Agenda Section</u>	13

RESOLUTION No. 10-23-1813 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AMENDED FEES AND RATES IN THE SANITATION DEPARTMENT

SUBMITTED BY:

Tom Wetor, Public Works Director

FISCAL NOTE:

Expenditure Required: \$		
FY 22: \$	FY 23:	FY24: \$
Amount Budgeted:		
	FY24\$	
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		
	\$	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 10-23-1813, 2. 2023 Sanitation Rate and Fee Schedule

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 Resolution No. 10-23-1813, adopting Exhibit A.

OR

Move to Approve Resolution No. 10-23-1813, adopting Exhibit B.

Summary Statement:

Burnables

Historically, burnables were charged the same as MSW or they were not charged at all. There is considerable time and money that goes into managing the burn pile, however we are also not shipping it south so it is not as expensive as normal MSW.

After examining burnable rates earlier this summer we believe break even is \$8 per yard for burnable materials. We monitored how many yards we were getting, how much time we were spending and how much this cost is in a given month.

Staff still needs to sort through the burnables pile and any metal or pressure treated wood or similar items need to be removed prior to burning. Staff does advise patrons on what can be dumped where however there are still times materials that shouldn't be burned are placed in the pile. Depending on the burnable waste there can be a lot of sorting.

Burnables are then typically loaded onto the fire by hand or with the excavator at the transfer station. This adds additional time especially because we can only burn so much so fast and some days we get several dump truck loads of material like green alders. Some items are large enough, or when the fire gets going the excavator is needed to get materials on the fire.

There are several reasons for limitations on the size of the fire we can have and how quickly we can burn materials. One is the safety of the building and surrounding area especially as the public is using the facility or equipment is parked nearby. The other reason is the potential FAA regulation implications with the airport being nearby. If we are burning a lot of alder trees and brush we have to be mindful of the amount of smoke we are creating so as to not impact airport operations. This requires more time for staff to monitor the fire and keep it at a manageable level.

Expenses included in this analysis are staff time, excavator run time, metal racks for the burn pit, and D1 material for maintenance on the burn pit in a given year. We replace the metal racks about every 1.5 years and these racks are sourced from a local business and cost over \$10,000 to replace. The burn pit ash is dug out and disposed of several times in a year, typically after doing so some D1 is added to maintain the pad we are burning over. Expenses do not include the replacement cost of an excavator.

At \$10 per yard we should generate an additional \$8,000 over the course of a year that would go towards replacement costs of the excavator at the transfer station. A new excavator this size will cost hundreds of thousands of dollars and our excavator is 6 years in on a recommended useful lifespan of 20 years.

Under this rate structure cardboard and paper would still be burned for free. Lumber, wood waste, trees, brush and any other burnable material would be charged at \$10 per yard.

Metals

Metal has also had inconsistency over the years in terms of how it has been charged to users. Historically metal was mostly charged out at the same rate as MSW. When we were shipping metal ourselves we were basically breaking even at the previous MSW rate of \$18 per yard.

There is far more handling time by staff to try and crush and cram as much into a container to hit the target weights, in addition to the shipping fees. Our excavator is small and has a hard time crunching cars, often times this results in full containers but the containers are light. We do make some money back on the scrap where it gets sent down south but it is inconsistent with the material and going rates. In 2020 rates for scrap were low, over the last few years the market has gotten better but it is subject to fluctuate. If we have a lot of aluminum and copper we will be ahead. If it is a lot of iron that is rusted or is covered in dirt from being stored on the ground then we don't make much money back on the scrap.

The contractor that has been taking our scrap seems to be more profitable for several reasons. For one they are shipping an entire barge worth south and their equipment is far bigger and able to really crush the metal down so they can maximize space.

Currently our metal is being cleared out by a contractor once a month or so. This has been a major benefit for the community as it saves money on the scrap processing. The public bring metal to the transfer station, our staff work with people to ensure it is sorted properly and then when the contractor is ready they bring their truck up to the facility to get filled. Our staff uses the City's excavator to load this truck with the scrap and this is the primary expense we are seeing now. We did a similar analysis with metal and found that we are breaking even right around \$4.25 per yard of scrap. This does not include the replacement cost of the excavator as explained above in the burnable section. At \$7 per yard we would be able to generate about \$2,500 in a year to go towards replacement costs of an excavator.

Chanel Construction is on a short term lease and their services could go away with little notice. It may be beneficial to maintain 2 different scrap rates, one for when we are shipping metal ourselves, and one where our scrap is being shipped for us. So long as Chanel Construction continues to operate at the former mill, the rate will be \$7 per yard. If or when Chanel Construction goes away we would go back to the off island shipping rate which would be similar to MSW, which is \$20 per yard now.

Considering how rates were charged last year, these changes will result in a loss of at least \$40,000 as burnables and metal were being charged the same rate as MSW last year.

HHW

Another area we are losing a considerable amount of money on at the transfer station is household hazardous waste. HHW includes items like solvents, cleaners, chemicals, antifreeze, paint etc. We have seen major cost escalations over the last 3 years for these services that are contracted out. Historically we have charged \$3 for batteries and then hhw did not have any other distinctions so it has been charged the same fee as MSW. This summer we spent \$22,000 to dispose of HHW. That included 12 55 gallon drums and 4 pallets being shipped out which only cleared about ½ of our HHW on hand. Considering most HHW comes in small plastic bottles, the department proposes charging for HHW based on gallons since it would be hard to quantify by weight. For example, a battery weighs a lot but a few gallons of a toxic substance might cost the same or even more to dispose of. Below is an idea of how it could be broken down.

- A full pallet is roughly 1 cubic yard
- 201.974 gallons equals a cubic yard
- 1 gallon of water is 8.34 pounds
- 1 gallon of gas is about 6lbs.

4 pallets x 202 gallons per yard= 808 gallons. 12 drums x 55 gallons= 660 gallons. 660 + 808= 1,468 gallons disposed of in 2023. $\$22,000/1,468= \14.98 per gallon.

The biggest concern with this is the fact that HHW is typically heavily subsidized since we don't want people dumping it down the drain or out the road. This could have serious impacts on our WWTP and WW discharge permit, not to mention the harmful affects to the environment. That being said if we cut 40k in revenue for metal and wood we are going to be going backwards in sanitation. Right now someone could bring in an entire pallet of cleaning supplies and only pay \$18 to drop it off when it will cost us \$3,025.57 to dispose of it. This is just the time and cost for the contractor to come in and deal with it, this does not include any of our own sorting expense for HHW. If we charged \$5 per gallon for HHW with the notion that we will continue to accept HHW for free during the week we are working with the contractor to process HHW we would at least make up some of the shortfall.

Most municipalities have more categories in their rate structures for HHW however all are also heavily subsidized. From information found online it could be anywhere from \$.50-\$4.00 per pound or per gallon depending on the town. At \$5 per gallon we would be on the higher end but we would still only be capturing about 1/3 of what it costs to dispose.

The expense of disposing of HHW doesn't change, meaning that it is being subsidized primarily by other user fees including drop off and pick up rates.

To summarize, after analysis the department proposes 2 options for amending the sanitation rate and fee structure.

Exhibit A

- \$10 per yard for burnables
- FREE: Cardboard and paper

- \$7 per yard for scrap metal handled by a contractor
- \$18 per yard for scrap metal when handled and shipped by the City
- \$5 minimum charge or \$5 per gallon for HHW disposal
- \$5 per battery disposal

Exhibit B

- \$8 per yard for burnables
- FREE: cardboard and paper
- \$4.25 per yard for scrap metal handled by a contractor
- \$18 per yard for scrap metal handled by the City
- No change to HHW rates

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 10-23-1813

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE RATE AND FEE SCHEDULE IN THE SANITATION DEPARTMENT

WHEREAS, a Public Hearing shall be held on the resolution that requests changes to the Fees and Rates Schedule; and

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

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

Section 1. The Borough Assembly held a Public Hearing on October 10th, 2023, on the proposed FY 2024 Fee and Rate Schedule.

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

Section 3. The attached Agenda Statement includes the amended fees and rates schedule.

Section 4. This resolution shall become effective on October 11th, 2023.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 10th DAY OF October 2023

ADOPTED: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

PUBLIC WORKS (Sanitation)

EXHIBIT "A"

Container Size	1 Yard	\$111.41
	1.5 Yard	\$159.52
	2 Yard	\$202.56
	48 Gallon	\$45.58
	64 Gallon	\$52.33
	96 Gallon	\$65.83
Landfill Charges	Up to 1 cubic yard (minimum charge)	\$20.00
	Unsorted	\$36.00
	Cars (each, with no tires and no fluids)	\$300.00
	Cars (WITH tires and fluids)	Will not be accepted
	Tires	\$4.00/each
	Washers or Dryers (each)	\$40.00
	Refrigerators and Freezers (each with Freon)	\$80.00
	Burnables (brush, wood waste, lumber etc.)	\$10 per yard
	Scrap Metal	When shipped by contractor \$7 per yard
	Scrap Metal	When shipped by the City \$18 per yard
	Batteries	\$5 per battery
	Household Hazardous Waste (HHW)	\$5 minimum, \$5 per gallon
	Cardboard, glass and aluminum (if separate)	Free
Fees	Outside Business Hours Call-out Fee	\$150.00
Specific Requirements for Landfill: The following list is items that need to be separated by the customer prior to bringing to the landfill:		
Separation of Garbage:		
A	Metal and Appliances	
B	Wood and Paper	
C	Batteries	
D	Refrigerators and Freezers	
E	Hazardous Waste, including but not limited to oil, gas, paint, antifreeze, and household chemicals	
F	Glass	
G	Aluminum	
H	And other items as posted at the landfill or as directed by landfill personnel	

end of section

PUBLIC WORKS (Sanitation)

EXHIBIT "B"

Container Size	1 Yard	\$111.41
	1.5 Yard	\$159.52
	2 Yard	\$202.56
	48 Gallon	\$45.58
	64 Gallon	\$52.33
	96 Gallon	\$65.83
Landfill Charges	Up to 1 cubic yard (minimum charge)	\$20.00
	Unsorted	\$36.00
	Cars (each, with no tires and no fluids)	\$300.00
	Cars (WITH tires and fluids)	Will not be accepted
	Tires	\$4.00/each
	Washers or Dryers (each)	\$40.00
	Refrigerators and Freezers (each with Freon)	\$80.00
	Burnables (brush, wood waste, lumber etc.)	\$8.00 per yard
	Scrap metal	When shipped by contractor \$4.25 per yard
	Scrap metal	When Shipped by the City \$18 per yard
	Cardboard, glass and aluminum (if separate)	Free
Fees	Outside Business Hours Call-out Fee	\$150.00
Specific Requirements for Landfill: The following list is items that need to be separated by the customer prior to bringing to the landfill:		
Separation of Garbage:		
A	Metal and Appliances	
B	Wood and Paper	
C	Batteries	
D	Refrigerators and Freezers	
E	Hazardous Waste, including but not limited to oil, gas, paint, antifreeze, and household chemicals	
F	Glass	
G	Aluminum	
H	And other items as posted at the landfill or as directed by landfill personnel	

end of section

PUBLIC WORKS (Sanitation)

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

end of section

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	11

Approval to move forward with the sale of City Leased Owned Tidelands, Lot 24A, Block 83-A, Plat 2006-6, currently leased by Randy and Jeannie Easterly, request by Randy and Jeannie Easterly

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 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. Request by Randy and Jeannie Easterly. 2. Aerial map 3. P&Z and Port Commission Memos.

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 moving forward with the sale of City owned Leased Tidelands Lot 24A, Block 83-A, currently leased by Randy and Jeannie Easterly.

SUMMARY STATEMENT:

We received a request from Randy and Jeannie Easterly to purchase the City-Owned Tidelands that they are currently leasing.

In their letter, they state that they would like to fill out their rockpad onto the tidelands for a parking area and a shop. They also state that it would be beneficial to the city for property taxes and possibly for a future business. Finally, they state that they do not want to spend a lot of money developing land that is the city's (leased) and not theirs.

The Port and Planning & Zoning Commissions were required to review this request and make a recommendation for or against the potential sale before it comes to the Assembly in the form of a Public Hearing.

Port Commission Action: On September 7, 2023, the Port Commission unanimously passed the request to sell tideland parcel Lot 24A, Block 83A, Parcel No. 02-025-228 to Randy and Jeannie Easterly.

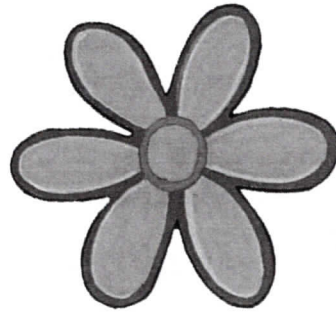
Planning & Zoning Commission Action: On September 14, 2023, the Planning & Zoning Commission approved the request to purchase city-filled tidelands identified as Lot 24A, Block 83-A with no conditions of the sale.

Following WMC 16.12.040 (2), after the Port & Planning & Zoning Commission memos were received, this item requires a Public Hearing.

Property owners who are within 300 feet of the proposed tidelands were notified of this Public Hearing. If the Assembly approves moving forward with the sale of these tidelands, the next step will be to obtain an appraisal and post the public notice, inviting those who want to protest the sale, to do so. Although the tidelands are currently leased to the applicant, the last assessment was done back in 2022.

That Public Notice will be published 30-days prior to the final approval of the tidelands coming to the Assembly.

As per WMC 16.12.060 - No sale of tidelands shall occur except upon a public hearing as per At the public hearing, the applicant must clearly demonstrate the benefits of sale of the subject tidelands tract that could not be realized by the borough through leasing; a determination by the assembly adverse to the applicant may not be appealed unless clearly erroneous. An applicant for purchase of tidelands must conclusively demonstrate the outright sale of the nominated tidelands tract, as contrasted with the lease of such tract, is in the borough's best interest. The borough reserves the right to refuse sale of any tidelands tracts, regardless of sufficiency of proof.



Hi Kim,

8-15-23

We would like to request
to purchase our Tideland:
Block-83A Lot 24A Parcel no#
02-025-228

We would like to fill out our
rockpad onto the tideland for
parking & a shop.

It would be beneficial to
the city for Property Taxes &
possibly a future business.

We really don't want to
spend a bunch of money to
develop the cities property.

Thank You,
Randy Easterly



CITY & BOROUGH OF WRANGELL
INCORPORATED MAY 30, 2008

Economic Development Department

PO Box 531, Wrangell, AK 99929
Phone (907)-874-3902

Date: September 29, 2023

To: Jeff Good, Borough Manager,
Kim Lane, Borough Clerk
Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Request from Randy Easterly to purchase borough tidelands identified as Lot 24A, Block 83-A, Wrangell Townsite (Plat No. 2006-6), zoned Waterfront Development.

Attachments: 1.) Public Map of Property

On September 14th, 2023, the Planning and Zoning Commission reviewed Randy Easterly's request to purchase Borough owned tidelands which are currently under long term lease held by Mr. Easterly. The commission voted to recommend the sale of tidelands identified as Lot24A, Block 83-A with no conditions of sale.

MEMORANDUM

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

FROM: Steve Miller
Port Director

SUBJECT: Request from Randy Easterly to purchase Borough Real Property/Tidelands
identified as Lot 24A, Plat 2006-6, Block 83A.

DATE: September 7, 2023

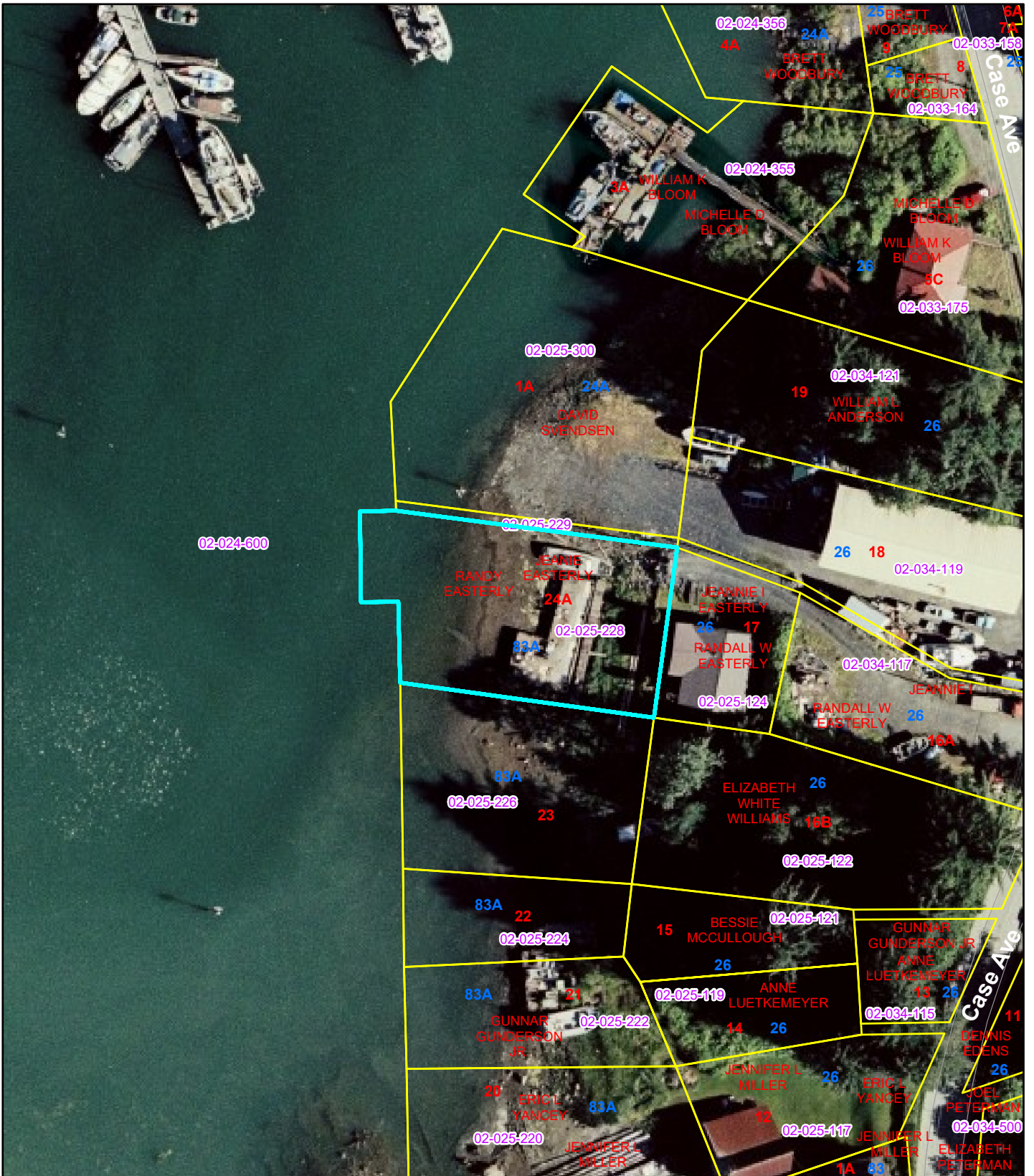
The Port Commission at their regular meeting of September 6, 2023, reviewed the request from Randy Easterly to purchase tidelands property identified above.

RECOMMENDATION:

The Port Commission voted to recommend to the Assembly to move forward with the Tidelands Sale to Randy Easterly. They believe this sale will not impede future growth or other users of the harbor.

CITY AND BOROUGH OF WRANGELL, ALASKA

Item c.



1 inch = 70.912306 feet
Date: 9/2/2023
43

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>	October 10, 2023
	<u>Agenda Section</u>	13

Approval of the First Amendment to the Professional Services Agreement with Jermain Dunnagan & Owens for Municipal Legal Services

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 23: \$	FY 24: \$	FY25: \$
Amount Budgeted:		
	FY23 \$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) PSA

RECOMMENDATION MOTION:
 Move to approve First Amendment to the Professional Services Agreement with Jermain Dunnagan & Owens for Municipal Legal Services, as allowed in Section 5(A) of the Agreement from September 13, 2023 to September 13, 2024.

Summary Statement:

The Assembly approved the Professional Services Agreement with Jermain Dunnagan & Ownes (JDO) for Municipal Legal Services in September of 2022. The Agreement allows for three 1-year extensions to the Agreement.

Therefore, we are bringing an action item to the Assembly to request approval of the first 1-year extensions to the Agreement.

Attached is the Professional Services Agreement with JDO for Municipal Legal Services.

There would be no changes to the following compensation for JDO. The monthly retainer fee for standard legal services is a flat \$3000 per month, for the first 15 hours and then at the hourly rates enumerated as follows: Primary Attorney \$200 per hour; Shareholders/Counsel \$250 per hour; Associates \$200 per hour; Paralegals \$100 per hour.

If approved, the new expiration date for the Agreement would be September 13, 2024, and would have two 1-year extensions remaining. Of course, the agreement may be terminated by the Borough at any time.

CITY AND BOROUGH OF WRANGELL, ALASKA
First Amendment to
Professional Services Agreement for Municipal Legal Services

The Professional Services Agreement for Municipal Legal Services between the City and Borough of Wrangell (the “Borough”) and Jermain, Dunnagan & Owens, P.C., dated September 13, 2022 (the “Agreement”) is amended as follows:

1. The Agreement was effective for one year from the date of execution, and thereafter subject to three additional one-year extensions at the Borough’s option.
2. On October 10, 2023 the Borough Assembly approved a motion to exercise the Borough’s option to extend the Agreement for one year, for the period September 14, 2023 through September 13, 2024 with no modifications to the scope of services or rates and authorizing the Borough Manager to execute the amendment.
3. All remaining terms and conditions of the Agreement shall remain in full force and effect.

Dated this _____ day of October, 2023.

CITY AND BOROUGH OF WRANGELL:

JERMAIN, DUNNAGAN & OWENS, P.C.:

Jeff Good
Borough Manager

Mark Melchert
Shareholder Attorney

CITY AND BOROUGH OF WRANGELL, ALASKA

Professional Services Agreement for Municipal Legal Services

In consideration of the mutual promises herein, the CITY AND BOROUGH OF WRANGELL ("Borough") and the law offices of JERMAIN, DUNNAGAN, & OWENS, P.C. ("Firm" or "Borough Attorney") agree as follows:

- A. Part I, consisting of 14 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions.

Part I Special Provisions

Section 1. Definitions.

In this Agreement:

- A. "Mayor" means the Mayor of the City and Borough of Wrangell.
- B. "Manager" means the Manager of the City and Borough of Wrangell.
- C. "Borough" means the City and Borough of Wrangell.
- D. "Assembly" means the City and Borough of Wrangell Assembly.

Section 2. Scope of Services.

- A. The Borough Attorney shall act as legal advisor to the Borough Assembly, administration, and other officials of the Borough to include without limitation the following:
 - (1) To duly advise the Assembly, administration, and other officials at meetings of the Assembly and at other functions as may be designated;
 - (2) To draft opinion letters regarding, among other subjects, the interpretation of the Borough codes, state and federal laws, and policies;
 - (3) To draft municipal ordinances involving all municipal matters;
 - (4) To review and provide opinions on codes, contracts, resolutions, and other written instructions which are submitted to the Firm by the Borough;
 - (5) To call attention of the Assembly and/or Manager, as may be appropriate, to changes or developments in legal matters that affect the Borough; and
 - (6) To perform other such duties as may be prescribed for the Borough Attorney by ordinance or by direction of the Assembly and/or Manager;
 - (7) To assist with negotiations on the Borough's behalf and address other legal matters as they may arise.
- B. The Borough Attorney shall represent the Borough as attorney in civil and criminal proceedings affecting the Borough; however, the Borough Assembly may hire independent counsel when in its judgment independent counsel is needed. The attorney will represent the Borough in litigation involving prosecution of municipal code violations when needed. The Borough Attorney must at all times be qualified to represent the Borough in all State of Alaska Courts, U.S. District Court, and before the Ninth Circuit Court of Appeals.

(01300231)

- C. The Borough Attorney must work effectively with the Borough Assembly, administration, boards and commissions, and also with other public agencies with which the Borough has legal relations.
- D. The Borough Attorney must be experienced and proficient in legal matters affecting the Borough, to include without limitation, federal and state constitutional law, federal and state non-constitutional law, Alaska Statutes, specifically Title 29, and Borough Charter and Code.
- E. All representation of the Borough shall continue until the matters or cases assigned are either closed out by mutual consent or are recalled by the Borough Assembly.
- F. The Firm shall not engage any consultant, expert, or service without the prior approval of the Manager or Assembly.
- G. The Firm shall keep the Borough informed regarding pending legal matters.
- H. The Firm shall obtain the Manager's approval of all expenses exceeding \$2,000.

Section 3. Access to Municipal Personnel.

The Manager shall secure the cooperation of the Borough personnel as necessary to assist the Firm's performance hereunder.

Section 4. Contract Manager.

- A. The Firm shall provide to the Manager all information and notices the Firm is required to communicate to the Borough pursuant to this Agreement.
- B. The Manager shall administer this Professional Services Agreement on behalf of the Borough.

Section 5. Term.

- A. For purposes of case assignments, this Agreement becomes effective when signed on behalf of the Borough, as of September 13, 2022, and shall continue for one (1) year from date executed. The Agreement may be extended for three (3) additional one-year extensions at the Borough's option. This agreement may be terminated by the Borough at any time with or without cause.
- B. For purpose of assigned case completion this Agreement may be extended upon mutual consent.

Section 6. Compensation

- A. The Firm shall be compensated the flat monthly retainer rate of \$3,000 for the first fifteen hours and then at the hourly rates enumerated in Attachment A for any additional hours worked. The Borough Attorney's fee schedule is to remain fixed for one (1) year from date executed. The Agreement may be extended for three (3) additional one-year extensions. If the Assembly opts to extend the Agreement, the fee schedule may be negotiated. The Firm will also be reimbursed for other appropriate costs incurred to perform under this Agreement.
- B. The Firm shall be entitled to no compensation under this Agreement beyond the scope of the Borough's express obligations under subsection

(01300231)

A. The Borough understands that instances may arise that require additional services. The Firm will give the Manager an estimate of the cost of additional services requested.

Section 7. Payment and Reporting.

- A. The Firm shall submit itemized monthly billings to the Borough Manager for payment of all fees and costs for which the Firm seeks reimbursement under Section 6. Said monthly billings shall identify the subject of the work performed and the time, to the nearest one-tenth of an hour, spent on each subject. Costs shall be itemized and described separately on each monthly invoice.
- B. Upon approved billing, payment will be remitted to the Firm within 30 days

Section 8. Termination of the Firm's Services

The Firm's services under Section 2 may be terminated:

- A. For convenience by the Borough Assembly.
- B. By mutual consent of the parties.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within fifteen (15) days after receiving the notice.

Section 9. Duties Upon Termination.

- A. If the Firm's services are terminated for the convenience of the Borough or by mutual consent of the parties, the Firm will be paid as provided for under Section 6. Total compensation will not exceed the amount stated in Section 6. All finished and unfinished documents, work product, and materials prepared by the Firm remain the property of the Borough.
- B. If the Firm's services are terminated for cause, the Borough shall pay the Firm the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by the Borough because of the Firm's failure to perform satisfactorily. The reasonable value of the services rendered shall not exceed the contract rate for such services. Any finished or unfinished documents, work product, or materials prepared by the Firm under this Agreement shall become the property of the Borough.
- C. The Firm shall not be entitled to any compensation under this Section until the Firm has delivered to the Manager all documents, records, work product, and materials relating to this Agreement that have been requested by the Manager.
- D. If the Firm's services are terminated, for whatever reason, the Firm shall not claim any compensation under this Agreement, other than that allowed under this Section.

- E. Except as provided in this Section, termination of the Firm's services under Section 8 does not affect any other right or obligation of a party under this Agreement.

Section 10. Case Management.

- A. Execution of the Agreement by the Borough shall act as full authority for the Firm to proceed with the representation of the Borough as provided hereunder, beginning September 1, 2022.
- B. The Borough will have complete and total access to all material, information and files worked on by the Firm pursuant to this Agreement.
- C. Copies of all legal opinions shall be provided to the Borough Clerk's office.

Section 11. Assignments.

Unless otherwise allowed by the Manager or as directed by the Borough Assembly, any assignment by the Firm of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Firm to assign any part of its interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed.

Section 12. Confidentiality and Use of Material.

The Firm agrees to discuss matters and reveal documents relating to this Agreement only with the Borough Assembly, Manager, Borough Clerk, or any person authorized by the aforementioned, as required by court order, or as otherwise reasonably necessary for the provision of legal services.

Section 13. Notices.

Any notice required by this Agreement shall be either personally delivered or mailed by prepaid first class registered or certified mail, return receipt requested, and by electronic mail, to the following addresses:

Borough: City and Borough of Wrangell
 Attention: Borough Manager's Office
 P.O. Box 531
 Wrangell AK 99929
 Email: jgood@wrangell.com

Firm: Jermain, Dunnagan & Owens, P.C.
 Attention: Max D. Holmquist
 3000 A Street, Suite 300
 Anchorage, AK 99503
 (907) 563-8844 (phone)
 (907) 563-7322 (fax)
 Email: mholmquist@jdo.com

Section 14. Conflict of Interest.

The Firm may not represent or assist private or public clients in connection with other claims, litigation, or other legal matters where such representation would constitute or appear to constitute a conflict of interest. Further, the Firm shall comply with all relevant provisions of the Alaska Bar Rules and the Alaska Rules of Professional Conduct concerning the prohibition of conflicts of interest among clients.

**Part II
General Agreement
Provisions**

Section 1. Relationship of Parties.

The Firm shall perform its obligations hereunder as a contractor of the Borough. The Borough may administer the Agreement and monitor the Firm's compliance with its obligations hereunder.

Section 2. Nondiscrimination

- A. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status, or mental or physical disability. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical disability. Such action shall include, without limitation, employment, upgrading, demotion, or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Firm shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, or marital status, or mental or physical disability.
- C. The Firm shall comply with any and all reporting requirements that may apply to it which the City and Borough of Wrangell may establish.
- D. The Firm shall include the provisions of subsections A through C of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such independent counsel or firm of the firm under this Agreement.

Section 3. Permits, Laws and Taxes.

The Firm shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. All actions taken by the Firm under this Agreement shall comply with all applicable law to include without limitation, statutes, ordinances, rules, and regulations.

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Section 4. Nonwaiver.

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

Section 5. Amendment.

- A. This Agreement may be amended, modified, or changed only in writing as approved by the Borough Assembly and executed by the Borough Manager and an authorized representative of the Firm.
- B. For the purpose of any amendment, modification, or change to the terms and conditions of this Agreement, the only authorized representatives of the parties are:
 - a. Jeff Good, Borough of Wrangell Manager
 - b. Jermain, Dunnagan & Owens, P.C.
- C. Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the Superior Court for the First Judicial District of the State of Alaska, at Juneau. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Section 7. Severability.

Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

Section 8. Integration.

This instrument and Attachment A hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Section 9. Insurance.

- A. The Firm shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Agreement, the Firm shall furnish the Borough Manager with proof of insurance in accordance with Subsection B of this Section.
- B. The Firm shall provide the following types of insurance. The City and Borough of Wrangell shall be insured as additional insured on all insurance policies except Professional Liability and Worker's Compensation policies.

(1) General Liability

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with

a general aggregate is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

(2) *Workers' Compensation*

\$100,000 Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.

(3) *Professional Liability*

Agree to provide lawyer's professional liability insurance for all periods under the Agreement and provide an extended reporting period endorsement after the end of the Agreement for three years. Without request by the Borough, the Firm shall provide proof of such insurance during the Agreement period and proof of such endorsement after the end of the Agreement. The insurance shall provide coverage for claims up to a minimum amount of \$1,000,000 per claim.

Section 10. Inspection and Retention of Records.

The Firm shall at any time during normal business hours and as often as the Manager or Assembly may deem necessary, make available to the Borough for examination all records with respect to all matters covered by this Agreement for a period ending three years after the date of the Firm is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Firm shall submit such other information and reports relating to its activities under this Agreement to the Borough in such a form and at such times as the Borough Assembly may reasonably require. The Firm shall permit the Borough Assembly or their designee to audit, examine, and make copies of such records, and to make audits of all research, materials, pleadings, records of personnel, and other data relating to all matters covered by this Agreement. The Borough may, at its option, permit the Firm to submit its records to the Borough in lieu of the retention requirements of this section.

Section 11. Availability of Funds.

This Agreement is subject to the availability of funds lawfully appropriated for its performance.

Jermain Dunnagan & Owens, P.C. (JDO Law)

3000 A Street, Suite 300
Anchorage, Alaska 99503

Phone: (907) 563-8844
Fax: (907) 563-7322
Website: www.jdolaw.com

Attachment A Professional Services Agreement for Municipal Legal Services

City and Borough of Wrangell

General Counsel services are retained for 15 hours a month flat services rate, monthly retainer, calculated to \$3,000 per month. The professional hourly fees apply after the retained monthly fee hour limit has been exceeded.

<i>Task Description</i>	<i>Hourly Fee,</i>
<i>Max Holmquist, Primary Attorney</i>	<i>\$200.00/hr.</i>
<i>Shareholders/Of Counsel</i>	<i>\$250.00/hr.</i>
<i>Associates</i>	<i>\$200.00/hr.</i>
<i>Paralegals</i>	<i>\$100.00/ hr.</i>
<i>Expenses</i>	<i>Cost</i>
<i>Travel costs, if additional to actual expenses: Actual expenses plus ½ of traveling attorney's hourly billing for travel time.</i>	<i>Variable depending on travel time and actual expenses</i>

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10 th , 2023
	<u>Agenda Section</u>	13

Approval of the “Chugach” real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell

SUBMITTED BY:

Jeff Good, Borough Manager
Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted: \$1		
	FY24 \$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. Draft Lease

RECOMMENDATION MOTION:
Move to Approve USFS m/v Chugach real property lease agreement between the United States of America, acting by and through the United States Forest Service and the City and Borough of Wrangell.

SUMMARY STATEMENT: The MV Chugach has a significant history in the Alaska Region. She became a part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years. The vessel currently resides on Borough property located at the James and Elsie Nolan Center (reference Exhibit A).

Since 2016, Wrangell Borough and Forest Service staff have worked together to determine the best course of action to preserve the vessel for displaying and providing access to the public. Initially a Memorandum of Understanding (MOU) was crafted and approved to outline the intent and responsibilities of each party. That MOU has since expired.

The first step in securing further partnership is to establish a long-term lease agreement, followed by a new MOU. The draft lease agreement herein details a 20-year lease from January 1, 2024, to December 31, 2043. The lease may be renewed at the option of the United States Forest Service with concurrence from the City and Borough of Wrangell for a maximum of six (6) five-year renewal terms.

Following approval of the lease agreement, staff will bring the MOU forward for Assembly review. Design, funding acquisition and construction will pave way for the final display structure intended to protect the vessel while allowing public access for the enjoyment of this national treasure.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2019
	<u>Agenda Section</u>	13

Approval of Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach

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		

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

ATTACHMENTS: 1. Draft MOU 2. Draft Loan Agreement 3. 2017 Chugach Briefing paper 4. Memo from Port Commission regarding conceptual design

RECOMMENDATION MOTION:
Move to Approve the Memorandum of Understanding with the US Forest Service for Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach.

SUMMARY STATEMENT:
The MV Chugach has a significant history in the Alaska Region. She became part of the Forest Service fleet in 1925 and was listed on the National Register of Historic Places in 1992. She is the last wooden ranger boat and served the region for 90 years.

In March 2015, the Tongass Forest Supervisor requested to excess the MV Chugach and use the funds from the sales of the *Tongass*, *Sitka*, and *Chugach* ranger boats to purchase or contract services of other boats. The following month Regional Forester chose not to excess the *Chugach*. The *Chugach* became a regional asset and USFS staff were tasked with finding an alternative use for her. An alternative use feasibility study was conducted in 2016. Forest Service reached out to all Alaska Region employees and the public in the communities served for ideas and proposals. The Wrangell Museum submitted a proposal for display adjacent to the Murkowski boat to build the marine heritage aspect of the Museum. At the conclusion of the study, the Regional Forester selected the Wrangell Museum proposal to exhibit and interpret the MV Chugach out of the water.

Since 2016, Wrangell Borough Staff and USFS staff have worked together to determine the best course of action to preserve the vessel for displaying and provide access to the public. Different types of agreements were proposed over the course of two years only to have upper echelon USFS reviews identify either policy issues or financing issues that needed to be resolved. Most recently, USFS was going to fund a schematic design plan for the site location including the vessel's placement, viewing platform and ramp, and a permanent structure. At the last collective meeting in October, the discussions have come full circle to utilizing a Memorandum of Understanding (MOU) to outline the intent and responsibilities. Attached is a draft MOU that identifies the responsibilities of each party to display and interpret the MV Chugach. The MV Chugach will be loaned to the Wrangell Museum via the Museum's loan intake form. The MOU identifies responsibilities of USFS and Borough.

The USFS can pay for site preparation, non-permanent structures, the cradle holding the ship, interpretation and the ongoing maintenance needs of the vessel. A site plan addressing a potential viewing platform and necessary access ramp will be part of their contract for the site preparation. The Borough is responsible for finding grant funds to design and construct and maintain a viewing platform for the vessel and if any permanent structure is necessary for housing the vessel. At a meeting in October, the USFS proposed a different option that eliminated the previously discussed permanent housing structure. They proposed using one of the canvass covers similar to what is being used in the Marine Service Center. This provides an additional talking point for interpretation of the vessel with the adjacent Marine Yard and the USFS can pay for the canvas structure.

The USFS is developing some schematic renderings of the site and will bring those with them to the Assembly meeting. The USFS will prepare the land and expand the fill necessary to move the Chugach in the boat lift to the proposed location where it will be set up in a cradle. The tent structure will cover the vessel. Initial discussions included being able to roll up tent sides during the summer season and primary viewing period.

Initial capital outlay is by the USFS for the site plan and prep, vessel relocation, canvass structure purchase and installation, and on-going vessel maintenance. The Borough will seek grant funds through marine heritage funding sources and other potential sources for the construction of the viewing platform and ADA compliant ramp.

Forest Service is asking the Assembly to approve the following:

- Acceptance of the Loan of the MV Chugach to the Wrangell Museum;

- Allow the USFS to design and fund site preparation to accommodate the transport lift and level the site for placement of the boat/new exhibit;
- Placement of the MV Chugach in a special cradle; and
- Exempt further boatyard storage fees once the MOU is signed.

Benefits to the Museum and community:

- USFS is loaning the museum a nationally significant historic wooden boat.
- Increased visitation and promotion of marine heritage
- Cost to CBW is in kind materials and donated labor to assist with site preparation. USFS is funding site preparation and purchasing a temporary shelter;
- MV Chugach exhibit will serve the dual purpose of interpreting the Wrangell Marine Yard to the public.
- CBW can terminate the loan agreement at any time. Cradle and shelter are temporary and removable; FS will be responsible for moving boat to a new location.
- FS is responsible for maintaining the boat, cradle, and shelter in perpetuity.

Benefits to the USFS:

- MV Chugach will be protected, well cared for and available/interpreted to the public.
- USFS will no longer be paying a monthly storage fee; the limited MV Chugach funding can instead go toward long term preservation/interpretation of the MV Chugach.

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.
12010924L0518

THIS LEASE, made and entered into this date by and between City and Borough of Wrangell whose address is 205 Brueger St, Wrangell, AK 99929 and whose interest in the property hereinafter described is that of owner hereinafter called the LESSOR and the UNITED STATES OF AMERICA, acting by and through the United States Forest Service (USFS), as Lessee, hereinafter called the GOVERNMENT. The LESSOR and GOVERNMENT are herein collectively referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to 16 U.S.C. §571c, the GOVERNMENT wishes to lease certain land herein described, owned by the LESSOR and located as described in Article 1, Leased Premises, of this Lease, to be used for GOVERNMENT purposes;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

- 1. The LESSOR hereby leases to the GOVERNMENT the following described premises, to be used for GOVERNMENT purposes: approximately 4,500 square feet (0.103 acres) contained within T62S R83E, within lot 4BB-1 of the WSI Subdivision II recorded as Plat No. 2003-9 Wrangell Recording District, State of Alaska. See Exhibit A, attached hereto and made a part hereof.

Site commonly referred to/known as: The Nolan Center
Borough of Wrangell, AK Parcel No. 02-022-634
USDA NRM land asset #7072120010602

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 1/1/2024 through 12/31/2043, subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.
- 3. The GOVERNMENT shall pay the LESSOR via electronic funds transfer, a rent of \$1.00, receipt of which is hereby acknowledged.
- 4. Either the GOVERNMENT or the LESSOR may terminate this lease at any time by giving at least 2 years' notice in writing to the other party and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).
- 5. This lease may be renewed at the option of the GOVERNMENT with concurrence from the LESSOR and approval by the City and Borough of Wrangell Assembly for a maximum of six (6) five-year renewal terms, provided notice be given in writing to the LESSOR at least 120 days before the end of the optional lease term or any renewal terms. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing the day after the date of notification (via postal service, email or fax).

- 6. The GOVERNMENT shall furnish to the LESSOR during GOVERNMENT occupancy of the land, the following:
- 7. The LESSOR shall furnish to the GOVERNMENT the following at no cost to the GOVERNMENT
 - (a) 24 hours a day, seven days a week unrestricted ingress/egress access to the leased premises through the initial and any renewal terms of this lease.
- 8. In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis, terminable upon 30 days' written notice by either party, at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the LESSOR resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978, as amended, and the tenancy shall continue throughout the resolution of the dispute.
- 9. The LESSOR warrants that it has the authority to execute this lease, to allow the GOVERNMENT to use and occupy land, and to provide unrestricted legal access to the land.
- 10. For the purposes of this lease, any reference to "contractor" shall be understood to mean LESSOR.
- 11. The following are attached and made a part hereof:
 - Exhibit A - Parcel Map
 - Land Lease Rider

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

IN PRESENCE OF

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER
	USDA, Real Estate Lease Contracting Officer

LAND LEASE RIDER

12. Improvements. The leased premises are to be improved with the following GOVERNMENT-Owned and constructed improvements and facilities. The specifics of the collaboration between the City and Borough of Wrangell and the United States Forest Service on the improvements will be detailed in a separate MOU.

USDA Asset Number	USDA Asset Name	Predominant Usage	Length/ Size	Acquisition Date	Latitude/ Longitude Coordinates
	Shelter	Shelter	Approx. 1,450 sf	TBD	56°28'9.47"N 132°23'0.29"W

13. Construction. The GOVERNMENT shall have the right during the existence of this Lease to erect upon the Leased Premises related buildings and support facilities as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Failure on the part of the GOVERNMENT to perform in accordance with any and all provisions of this Lease shall in no way affect the GOVERNMENT’s right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease.

- (a) The GOVERNMENT agrees that in the development of plans for new buildings, facilities, and additions (improvements) thereto, and landscaping and signs to be erected upon the Leased Premises, it will coordinate and review its plans with the LESSOR. The GOVERNMENT agrees that it shall seek the concurrence of the LESSOR, to the greatest extent practicable; to ensure that said improvements erected upon the Leased Premises conform to general site plans and general architectural requirements which the LESSOR has adopted for its sites and buildings; and such concurrence will not be unreasonably withheld.
- (b) The GOVERNMENT will afford the LESSOR ten (10) business days to review the plans and specifications. Should the LESSOR not agree to the project or plans, the LESSOR shall provide the GOVERNMENT reasoning for the disapproval and/or recommendations for modifying the project.
- (c) In the event the GOVERNMENT does not begin construction of the aforementioned improvement(s) within 5 years from the date of this lease, this lease shall become void and of no effect.
- (d) The LESSOR shall not obstruct the GOVERNMENT’s operations under this lease in any way. If any circumstances arise which detrimentally affect the GOVERNMENT’s operations under this lease, the LESSOR shall notify the GOVERNMENT as soon as practicable of those circumstances. The LESSOR shall eliminate or fully mitigate the cause of those circumstances within 72 hours of GOVERNMENT notification, or otherwise as soon as is practicable under the circumstances.

14. Utility Connections and Services. [Intentionally Deleted]

15. Maintenance. The GOVERNMENT shall, at its sole expense, maintain and repair the interior and exterior of all GOVERNMENT-owned improvements identified within Article 12 herein.

16. Disposal & Restoration. Any and all GOVERNMENT-owned improvements shall remain the property of the GOVERNMENT and within six (6) months after termination or expiration of this Lease, the GOVERNMENT, at its option, shall dispose of such improvements in one of the following ways:
- (a) In accordance with applicable laws and regulations in effect at the time of the disposal, provide the LESSOR with the right of first refusal to acquire the improvements. The conveyance of any or all improvements to the LESSOR would be made upon payment to the GOVERNMENT of a mutually agreed upon figure based on the appraised fair market value of the improvements, as may be depreciated, and as discounted for the fair market value of the leasehold.
 - (b) Disposal of any or all improvements to a party or parties other than the LESSOR. However, the LESSOR must approve, in advance and in writing, any such conveyance to a third party and if the LESSOR so approves, shall execute a lease of the Leased Premises with the third party, upon reasonable rental terms and at fair market value.
 - (c) Dispose of or have disposed by a third party such improvements by dismantling them and removing them from the Leased Premises, including completely removing all hazardous and non-hazardous waste materials, and restoring the areas affected by such removal to a condition similar to the condition as was received. In the case of disposal by a third party, the third party would have sixty (60) days to remove the improvements, and if they are not removed within the sixty (60) days they will be deemed abandoned and the LESSOR may dispose of them at will.
17. Damage or Destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the GOVERNMENT-owned improvements constructed upon said Leased Premises shall be substantially damaged or destroyed by fire or other casualty, the GOVERNMENT shall have the option of commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the GOVERNMENT-owned improvements as nearly as possible to their value immediately prior to such damage or destruction. If, at any time during the term of this Lease or an exercised Renewal Option, the Leased Premises are substantially damaged by casualty, the GOVERNMENT shall have the option of terminating said Lease or Renewal in accordance with Article 4.
18. Mineral Development. Notwithstanding anything else herein to the contrary, all right, title, and interest in and to any minerals that are a part of the subject land under the control of the LESSOR, shall remain the property of LESSOR, provided however, that the GOVERNMENT's rights in the premises are superior to the rights in the mineral estate retained by the LESSOR. Further, the LESSOR agrees to subordinate to the GOVERNMENT any and all rights to surface or sub-surface drilling and/or excavation of the premises during the primary and renewal terms of this lease.
19. Sublet. The GOVERNMENT may not sublet any part of the Leased Premises.
20. Subordination, Non-Disturbance and Attornment.
- (a) LESSOR warrants that it holds such title to or other interest in the premises and other property as is necessary to the GOVERNMENT's access to the premises and full use and enjoyment

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thereof in accordance with the provisions of this lease. GOVERNMENT agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. GOVERNMENT agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the GOVERNMENT under this lease.

- (b) No such subordination, to either or future mortgages, deeds or trust or other lien of security instrument shall operate to affect adversely any right of the GOVERNMENT under this lease so long as the GOVERNMENT is not in default under this lease. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this lease, so as to establish direct privity of estate and contract between GOVERNMENT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the GOVERNMENT's rights as a sovereign.

21. Statement of Lease.

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the land, execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

- (b) Letters issued pursuant to this clause are subject to the following conditions:
- i. That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - ii. That the GOVERNMENT shall not be held liable because of any defect in or condition of the Leased Premises;
 - iii. That the Contracting Officer does not warrant or represent that the Leased Premises comply with applicable Federal, State, and local law; and
 - iv. That the LESSOR, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises by inquiry to appropriate Federal, State, and local Government officials.

22. Integrated Agreement. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

23. Insurance and Liability. The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the GOVERNMENT's exercise of its rights under this lease shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., and are subject to the availability of federal appropriations. The LESSOR will be responsible for the acts, omissions or negligence of its own officers, employees, and agents.

24. Applicable Regulations, Codes, and Laws.

(a) Compliance with Applicable Law

LESSOR shall comply with all Federal, state, and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to LESSOR'S construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of LESSOR. The GOVERNMENT will comply with all Federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, including laws applicable to the GOVERNMENT'S construction, ownership, alteration or operation of all buildings, structures and facilities located thereon at its own expense, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the GOVERNMENT. This Lease shall be governed by Federal law.

(b) Applicable Regulations and Permitted Use of Chemicals

The GOVERNMENT shall not suffer any waste to be committed in or about said Leased Premises, shall keep the Leased Premises free and clear of any and all refuse and other nuisance, shall strictly adhere to applicable regulations for the use and disposal of chemicals, and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use, and occupancy of the Leased Premises.

25. Default. Any omission of the LESSOR to exercise any right upon the default of the GOVERNMENT shall not preclude the LESSOR from the exercise of such right upon any subsequent default of the GOVERNMENT.
26. Severability. Should any provision or portion of such provision of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.
27. Successors and Assigns. The terms and provisions of this Lease and the conditions herein shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.
- (a) If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the LESSOR changes its legal name, the LESSOR and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the LESSOR shall notify the GOVERNMENT within five (5) days of the transfer of title.
 - (b) The GOVERNMENT and the LESSOR may execute a Change of Name Agreement if the LESSOR is changing only its legal name, and the GOVERNMENT'S and the LESSOR'S respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
 - (c) If title to the Property is transferred or the Lease is assigned, the GOVERNMENT, the original LESSOR (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the GOVERNMENT, a Novation Agreement will be made part of the Lease via Lease Amendment.
 - (d) In addition to all documents required by FAR 42.1204, the USDA Lease Contracting Officer (LCO) may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer and to determine whether the transfer of the Lease is in the GOVERNMENT'S interest.
 - (e) If the LCO determines that recognizing the Transferee as the LESSOR will not be in the GOVERNMENT'S interest, the Transferor shall remain fully liable to the GOVERNMENT for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the GOVERNMENT be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the GOVERNMENT under the Lease having been paid in full or completely set off against the rental payments due under the Lease.
 - (f) As a condition for being recognized as the LESSOR and entitlement to receiving rent, the Transferee must register in the SAM for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
 - (g) If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original LESSOR, subject to the GOVERNMENT'S rights as provided for in this Lease. The GOVERNMENT'S obligation to pay rent to the Transferee shall not commence until the GOVERNMENT has received all information reasonably required by the LCO under subparagraph 27d., the GOVERNMENT has determined that recognizing the Transferee as the LESSOR is in the GOVERNMENT'S interest (which determination will be prompt and not

unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph 27f.

28. Congress. No Member of or Delegate to Congress shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.
29. Notification. All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

- (a.) Notice to LESSOR: City and Borough of Wrangell
Attn: Jeff Good
PO Box 531
Wrangell, AK 99929
Phone: 907-874-2381
jgood@wrangell.com
- (b.) Notice to GOVERNMENT: United States Department of Agriculture
United States Forest Service
Procurement and Property Services
Attn: Lease Contracting Officer/Sandra Maverick
1835 Black Lake Blvd
Olympia, WA 98512
Phone: 360-522-6239
sandra.maverick@usda.gov

Either party may from time to time, by written notice to the other, designate a different address to which notices shall be sent.

30. ~~Telecommunications Site Contract~~ [Intentionally Deleted]
31. ~~Telecommunications Site Coordination~~ [Intentionally Deleted]
32. Consequences. LESSOR agrees that, should any ad valorem or other tax consequence arise from the GOVERNMENT's use of the leased Premises, LESSOR shall bear all responsibility, therefore. LESSOR acknowledges and agrees that LESSOR's obligation under this section is supported by consideration from the GOVERNMENT under this lease.
33. Representations. The making, execution, and delivery of this Lease have been induced by no representations, statements, or warranties other than those herein expressed. This Lease embodies the entire understanding of THE PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between THE PARTIES relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formally signed by THE PARTIES hereto.

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- (a) Applicant (*also referred to as LESSOR herein*), is [] is not [X] an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit entities.)

34. **Prompt Payment.** The GOVERNMENT will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made by the day an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date –*

- a. *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- i. When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this lease shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - ii. When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this lease shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- b. *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
- i. The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - ii. The 30th day after GOVERNMENT acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payment other than rent.*

- a. The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
- i. Name and address of the Contractor.
 - ii. Invoice date.
 - iii. Lease number.
 - iv. GOVERNMENT's order number or other authorization.
 - v. Description, price, and quantity of work or services delivered.
 - vi. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - vii. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- b. The GOVERNMENT will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or service unless a different period is specified at

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the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the GOVERNMENT occurs.

(c) *Interest Penalty.*

- a. An interest penalty shall be paid automatically by the GOVERNMENT, without request from the LESSOR, if payment is not made by the due date.
- b. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the GOVERNMENT and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- c. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- d. Interest penalties are not required on payment delays due to disagreement between the GOVERNMENT and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at Disputes.

(d) *Overpayments.* If the LESSOR becomes aware of a duplicate payment or that the GOVERNMENT has otherwise overpaid on a payment, the Contractor shall –

- a. return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - i. Circumstances of the overpayment (e.g. duplicate, erroneous, liquidation errors, date(s) of overpayment);
 - ii. Affected lease number;
 - iii. Affected lease line item or sub-line item, if applicable; and
 - iv. Lessor point of contact
- b. Provide a copy of the remittance and supporting documentation to the Lease Contracting Officer.

35. Examination of Records by GSA. The LESSOR agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of three (3) years under this Lease, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the LESSOR involving transactions related to this Lease or compliance with any clauses thereunder.

36. Disputes. This Lease is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C 601-613](#)). Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

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(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. **Mutuality of Obligation.** The obligations and covenants of the LESSOR, and the GOVERNMENT's obligation to pay rent and other GOVERNMENT obligations and covenants, arising under or related to this Lease, are independent. The GOVERNMENT may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due to the LESSOR under this lease. No setoff pursuant to this clause shall constitute a breach by the GOVERNMENT of this lease.

38. **Equal Opportunity for Workers with Disabilities.** The LESSOR shall abide by the requirements of the equal opportunity clause of [41 CFR 60-741.5\(a\)](#), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the LESSOR to employ and advance in employment qualified individuals with disabilities.

39. **Payment by Electronic Funds Transfer – System for Award Management (SAM).** All payments by the GOVERNMENT under this Lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a.) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(a) In the event the GOVERNMENT is unable to release one or more payments by EFT, the LESSOR agrees to either:

- i. Accept payment by check or some other mutually agreeable method of payment; or
- ii. Request the GOVERNMENT to extend the payment due date until such time as the GOVERNMENT can make payment by EFT.

(b) LESSOR'S EFT information. The GOVERNMENT shall make payment to the LESSOR using EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the LESSOR shall be responsible for providing the updated information to the SAM.

(c) Mechanisms for EFT payment. The GOVERNMENT may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National

Automated Clearing House Association or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

- (d) Suspension of payment. If the LESSOR'S EFT information in the SAM database is incorrect, then the GOVERNMENT need not make payment to the LESSOR under this Lease until correct EFT information is entered into the SAM database; and any invoice or Lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Lease. The prompt payment terms of the Lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
- i. If an uncompleted or erroneous transfer occurs because the GOVERNMENT used the LESSOR'S EFT information incorrectly, the GOVERNMENT remains responsible for:
 - a. Making a correct payment;
 - b. Paying any prompt payment penalty due; and
 - c. Recovering any erroneously directed funds.
 - ii. If an uncompleted or erroneous transfer occurs because the LESSOR'S EFT information was incorrect, or was revised within thirty (30) days of GOVERNMENT release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - a. If the funds are no longer under the control of the payment office, the GOVERNMENT is deemed to have made payment and the LESSOR is responsible for recovery of any erroneously directed funds; or
 - b. If the funds remain under the control of the payment office, the GOVERNMENT shall not make payment, and the provisions of paragraph 39d of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the LESSOR assigns the proceeds of this Lease as provided for in the assignment of claims terms of this Lease, the LESSOR shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this Lease, payment to an ultimate recipient other than the LESSOR, or a financial institution properly recognized under an assignment of claims pursuant to subpart 33(a) is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the LESSOR. EFT information that shows the ultimate recipient of the transfer to be other than the LESSOR, in the absence of a proper assignment of claims acceptable to the GOVERNMENT, is incorrect EFT information within the meaning of paragraph 39d of this clause.

USFS Lease No. 12010924L0518

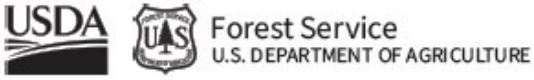
- (h) Liability for change of EFT information by financial agent. The GOVERNMENT is not liable for errors resulting from changes to EFT information made by the LESSOR'S financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the LESSOR available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The GOVERNMENT may request the LESSOR to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the GOVERNMENT does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the GOVERNMENT. If the GOVERNMENT makes payment by check in accordance with paragraph 39a of this clause, the GOVERNMENT shall mail the payment information to the remittance address contained in SAM.

40. *Contractor Code of Business Ethics and Conduct*. (Applicable to leases over \$6 million total contract value and performance period is 120 days or more.) This clause is incorporated by reference.
41. *Covenant Against Contingent Fees*. (Applicable to leases over the Simplified Lease Acquisition Threshold.)
42. FAR 52.204-19 *Incorporation by Reference of Representations and Certifications* (Dec 2014). This clause is incorporated by reference.

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EXHIBIT "A"

Site commonly referred to/known as: The Nolan Center



Wrangell Ranger District
Proposed Lease for M/V Chugach



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/10/2023
	<u>Agenda Section</u>	13

RESOLUTION No. 10-23-1814 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE PUBLIC WORKS FUND TRANSFERRING \$294,449.00 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS CAPITAL EXPENDITURES LINE ITEM FOR A NEW VACCUM TRUCK AND A USED F550 TRUCK AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Tom Wetor, Public Works Director

FISCAL NOTE:

Expenditure Required: \$		
FY 22: \$	FY 23:	FY24: \$294,449.00
Amount Budgeted:		
FY24\$268,551.00		
Account Number(s):		
11000 021 7900		
Account Name(s):		
Capital Expenditures		
Unencumbered Balance(s) (prior to expenditure):		
\$268,551.00		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 10-23-1814, 2. Vac Truck Quotes, 3. 2023 Vac Truck Report

RECOMMENDATION MOTION:
Move to approve Resolution No. 10-23-1814.

Summary Statement:

\$268,551.00 was budgeted for FY 2024 to purchase a used vac truck. After the vac truck report to the assembly last month there seemed to be more consideration to purchasing this truck new due to its importance for working on critical infrastructure. This budget amendment would fund the cost of a new vac truck and a used F550 for the Public Works Department.

A new vac truck that would be a like size/model to what we have cost \$513,000. This budget amendment addresses this shortfall in order to purchase this truck new.

Public Works got quotes from BSI Equipment and another from Yukon Equipment. These are 2 companies that we have worked with in the past as there are few companies that sell this type of equipment in the state of Alaska. Petersburg purchased their truck from Yukon Equipment last year. Public Works recommends purchasing from BSI as the like model truck from BSI is close to \$60,000 less than the Yukon Equipment model.

Additionally, one of the Public Works F550 trucks used for snow plowing and streets maintenance was purchased years ago through the Police Department with a grant intended for security. (This truck was the former PD Chief's truck). Eventually the truck was repurposed to the PW department as PW has more need than the PD for a truck of that size. We learned in the summer of 2023 that this truck being repurposed to Public Works was not allowed under the grant since Streets does not have a direct security purpose for the truck. Our understanding is the City could not sell the truck, it would have to go back to the granting authority. Prior to our September Audit we had to re purpose the truck again to a more directly related security need. The PD did not need the F550 in their inventory so the truck has been re purposed as a harbor security truck. The Harbor Department had money budgeted in FY 2024 to purchase a used pick up trucks as they were in need of a new truck and were planning on purchasing a used truck this year. As a result PW is down a truck that needs to be replaced. Considering we plan on going after a new vac truck we plan to purchase the F550 used.

PW currently has 3 F550 pickups. In the winter time a truck is outfitted for magnesium chloride and another is outfitted for sand application. Sand is used on all gravel roads and magnesium chloride is used on paved roads. It is not advisable to use magnesium chloride on gravel roads as it will melt the top layer of the road and create even worse ruts and pot holes than we usually get with a normal freeze thaw cycle. Sand provides more grip on top of the frozen road.

The mobilization time and frequency of needing to apply these materials to keep roads safe makes it impractical to change these systems out daily. As a result PW is more limited with one truck that is open for general use (such as water and sewer main maintenance) as 2/3 trucks are outfitted primarily for winter road maintenance. We also have 4 operators in the PW department. With only 3 trucks that is one less on the road which will lead to longer times to get roads cleared. The F550's are our first line of defense for winter road maintenance and these are the equipment deployed for slippery roads or up to 4-5" of snow accumulation. On a typical cold day where there is now snow accumulation but temperatures and conditions are such that roads are still slippery, the sander and the magnesium chloride truck are deployed. Once we start to get accumulation typically all 4 trucks are on the road. On days where we have more accumulation (5" or more) the F550's are too small to be able

to push that kind of snow at which time graders and loaders are deployed. After the heavy equipment clears the roads the sand and mag truck treat the surfaces. With only 3 trucks one operator will need to be in a grader or loader for days there is 1-5" of snow. Heavy equipment is not as fast as the F550's and it is more wear and tear on equipment that is far more expensive (hundreds of thousands for a grader or a loader).

A new F550 cost upwards of \$75,000 and this does not include the cost of a plow or flat bed. Public works is proposing to add an additional \$50,000 to go towards a certified pre owned F550 as well as any attachments that could be needed to fully outfit the truck for Public Works needs. Outfitting the truck to our needs could cost close to \$15,000.

To summarize

- \$268,551 capital expenditure budgeted for this fiscal year for PW
- Vac truck will be \$513,000
- \$244,449 additional funds needed for vac truck
- Add \$50,000 to include a used FF550 (\$294,449)
- Total \$563,000 for both trucks (\$513,000 for new vac truck, \$50,000 for used F550)

The Public Works Department has \$268,551 in the budget for Capital Expenditures. This B.A will move \$294,449 from GF reserves into the Capital Expenditure line item bringing the total PW Capital Expenditure Budget to \$563,000.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 10-23-1814

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE PUBLIC WORKS FUND TRANSFERRING \$294,449.00 FROM GENERAL FUND RESERVES TO THE PUBLIC WORKS FUND CAPITAL EXPENDITURES LINE ITEM FOR REPLACING A VACUUM AND PLOW TRUCK AND AUTHORIZING ITS EXPENDITURE

WHEREAS, with an aging vac truck and a plow truck being repurposed to the Harbor Department from Public Work; and

WHEREAS, funding in the amount of \$294,449.00 is required to cover the expense to replace these pieces of equipment.

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

Section 1. The FY 2024 Budget in the Public Works Fund Capital Expenditures is amended to reflect a transfer of \$294,449.00 from the General Fund Reserves for replacement equipment.

ADOPTED: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City and Borough of Wrangell Public Works: Vacuum Truck Report and Recommendation 9/12/2023

Vacuum trucks are used in utility departments across the country when working with critical infrastructure. These trucks have lots of moving parts and pieces with wiring, hydraulics and mechanical aspects for the various features of the truck including the suction and water pumps. This truck is able to vacuum material up to 3" rocks as well as water from as far down as 15-20'. Having pumps with enough horsepower to suck up this type of material from this far down requires enormous amounts of pressure. A major component of the recommended useful lifespan is due to the fact that with so many moving parts and features there are a lot of connection points and fittings. With age and the high pressure required, these fittings eventually cannot hold up to the pressure. This is one issue we are seeing with our truck is that after every 5 or so uses another fitting fails. Sometimes these fittings are hard to pinpoint with so many hoses and some times they are situated or located in an area of the truck that is inaccessible without taking components off the truck to access this area. This results in a lot of troubleshooting time from the mechanics to pin point the issues.

Another issue to note is the expense and availability of parts. In 2021 the main pump went out on our truck. The part alone was over \$14,000 and staff had to search around to find one in the lower 48 that would fit. We were able to find 2 or 3 at the time however the longer we have the truck the harder this will become. A number of components aft of the main cab had to be removed to access this pump. It took garage staff several days to replace this 1 part with how much equipment had to be removed and then put back on.

Below is a list and explanation of the various uses the vacuum truck serves for the City and Borough of Wrangell.



Lift Stations

- Used to clear grease from stations. Fat and grease builds up in lift stations which causes transducers, probes and sensors to fault.
- When this equipment faults it commonly results in a call out to address the issue. For example, if the transducer is not reading correctly we may get a high water alarm.
- Historically grease had been removed by lowering staff into the station to where they would be suspended with ropes over the sewage in the wet well. Grease was then shoveled by hand into buckets and removed that way. This was a very unsafe way to address this problem and would not be recommended to do moving forward.
- The 3 alternatives are bio blocks which we implemented in 2021. This reduces the frequency of needing to vac out stations and the grease is more of a jelly substance than it is hard fat (think of bacon grease once it solidifies) which makes it easier to remove. When the grease is in hard globs it needs to be broken up with a pressure washer before it can be removed. The only other alternative we are aware of is to significantly upgrade our pumps to where they do a more thorough job grinding down the stations and circulating the water in the stations to keep the grease from solidifying. This style of pump is significantly more expensive than what we currently use. Lastly, if residents and businesses stopped dumping grease down the drain this would reduce the issue. Human waste still has some fat in it so it wouldn't resolve the problem entirely. Every year PW issues notifications about what not to flush down the drain however it is apparent that some residents do not follow these guidelines.



In addition to upgrading pumps, if we went this route we may also need to upgrade the screens at the WWTP to barrel screens.

- Right now our current spiral screen may get clogged with the increase in grease making it through the system even though the grease would be more broken up.
- The spiral screen openings are small and any amount of grease will eventually build and clog the screen causing the influent to the plant to flood.

It takes a couple of days to clear all stations, some stations are done once or twice a year whereas our busier stations are done about 5 times per year. This results in about 10-15 days of use in a year.

Backed up sewer mains/manholes

As we saw with the sewer main blockage in August there are times where the sewer is backed up to the point where the main cannot be accessed at the bottom with a snake. In these moments the vac truck is deployed to clear the manhole of sewage so that staff are able to get the tools where they need to be to solve the problem. The August main break resulted in 2 manholes that had several feet of solids at the bottom that needed to be cleared before the main could be unplugged.

Additionally, the vac truck can save a lot of time by not needing to go through the confined space entry requirements. Anytime staff have to go down into a hole like this to dig something out by hand a rigorous process must be followed to ensure their safety. It is common for manholes to have low oxygen levels. Going into these spaces is one of the more dangerous tasks performed by PW staff. The space has to be tested, air has to be blown in continuously, SCBA's may be needed if oxygen levels are in question, a tripod and harness need to be set up, multiple staff have to be present in order to assist in the event of an emergency and the entire process needs to be documented. This process could take several hours when the manhole could have already been cleared with the vac truck.



Forced mains keep the sewer lines fairly clear due to the high flows that go through them. Gravity fed mains are more likely to clog over time. We especially run into issues if there is a sag in the main. In these instances it can be difficult to clear the sag and push those materials through to where they can gravity feed or be removed.

Another added feature of the vac truck is the ability to scour these lines. The vac truck has a very long hose for the pressure washer onboard. This hose can be put into sewer mains and the high flows can help clean out the mains and send debris to a manhole where it can be removed.

The sewer main that runs from the harbor master office to the Node 4 lift station on the corner of Case Ave and Front street is an area where this is a problem. This sewer line backs up about every 2-3 months. In part due to the fact that it has a shallow grade with minimal drop and we believe there is a sag in the line. Most of the time we are able to resolve this with a snake but there are times that may not be enough.

Broken Sewer main

Especially when working around forced sewer mains (the lines running from any lift or grinder station) the lines are pressurized. Any time there is a main break under these conditions it is not possible to shut the pumps off. For example, in 2022 we had a forced main sewer break on Case Avenue. Node 4 lift station located on the corner of Front St and Case avenue will overflow in less than 30 minutes if the pumps are shut off. Repairing a main on your best day is still going to take at least a half a day. As a result, while staff are working in the trench on the

main the sewage continues to spill out of the main and into the trench. The alternative would be to shut off the pumps however the consequence would be that the wet well would over flow and the sewage may end up going down Front St. With Node 6 the sewage would overflow into the harbor.

In these moments the vac truck is used to try and capture as much of the spilled sewage as possible. As sewage spills into the trench the vac truck sucks it right up. This is not only safer for staff, safer for the community, it is also safer for the environment and makes us far less likely to draw the ire of regulatory agencies like DEC or EPA because using the vac truck results in less sewage being spilled. Major sewer spills, especially those that are the result of or compounded by not having industry standard equipment, could result in fines for the borough.

Typically we have several water or sewer main breaks in a year. This work results in the vac truck being used approximately 6-7 days in a year.



Duckweed

Duckweed grows on our polishing pond at the WWTP. This is a problem because the duckweed could impact our sampling results and put us out of compliance with our removal requirements. We sample water going into the plant and then going out. If duckweed is added into the system in between those 2 samples it appears as though we are not meeting our removal requirements as solids are being added that weren't accounted for in the initial sample. If we don't meet our removal requirements we will be out of compliance with regulatory

agencies. There are 2 ways of dealing with duckweed. 1 is an added chemical process that would also require the chemicals to be removed prior to being discharged. This would add another treatment process to our plant. The other way is to remove it mechanically, whether that is with a machine or by hand. In Wrangell we remove the duckweed by hand. A mechanical arm that skims the top of the water would be cost prohibitive. Removing duckweed is a time consuming process and requires 4 staff. 2 staff are on each end of the polishing pond with a boom to try and move all the duckweed to 1 corner of the pond while the other 2 staff operate the vac truck. Without a vac truck we would need to invest in a mechanical system or chemical treatment or come up with a new out of the box idea.

Frequency of removal has fluctuated over the last several years. This year we spent 5 days total clearing duckweed. Last year we spent closer to 10 days removing duckweed.





Clearing culverts/storm drains/catch basins

At times it can be hard to dig out culverts as you cannot get equipment inside. The vac truck speeds this process up since the blockage can be broken up with the pressure washer on the vac truck and then sucked out as opposed to being dug out by hand. Digging by hand the material would need to be shoveled into a loader bucket and then dumped in a dump truck. The point being 2 pieces of equipment would be used where the vac truck could do the job itself. We have assisted DOT and the AMH with culverts and storm drains as well as our own.

There is a catch basin for the MSC washdown pad and a catch basin at the transfer station that catches all the juices and slime from the tipping floor that is cleared by PW with the vac truck.

This results in 5-6 days of use in a year for the vac truck.

Any water, sewer main, or underground excavation

Anytime we are digging around a water or sewer main or any underground infrastructure for that matter, the last several feet are critical to be careful to not damage what your digging around. For example, an excavator can do a lot of damage quickly if it hits underground conduit or one of our Asbestos Cement water mains. As a result the last couple of feet when we think we are getting close are dug by hand or with the vac truck. Digging by hand is always a labor intensive and time consuming project where as the vac truck can easily remove the last couple feet of material to expose underground infrastructure. Ductile iron is a little more resistant to breaking when a bucket tooth hits it however with many of our mains going on 40+ years in the ground the integrity of the pipe is only going to diminish.



Typically as built drawings are referenced when digging around sensitive infrastructure. Once we think we are getting close staff slow down use of hydraulic equipment and either dig by hand or use the vac truck. When installing services for a business in the MSC this summer as built drawings showed the power lines running straight from a power pole, diagonally across the street and into a junction box. We believed we were 15' away from where the electric ran. Once we hit the conduit and damaged it we quickly realized that the underground electric ran perpendicular as opposed to diagonally and then there was a 90 degree bend right in the middle of where we were digging for sewer and where we should have been 15' away. This added a half a day to the project and required WMLP to come in and fix it. Now its worth noting that the as built drawings being off may not have been solved with a vac truck in this instance however as built drawings are meant to be accurate. There are still plenty of instances where we know there is underground infrastructure in the vicinity that we have to be careful digging around.

Anytime WMLP sets a new power pole near underground infrastructure the vac truck is used as it is difficult to dig a narrow, deep hole like this by hand. PW also assists WMLP with the vac truck anytime they need to work on underground electric.



Another value of having a vac truck when working on water mains is the fact that water mains can stay in positive pressure while they are worked on.

- It is difficult for staff to see what they are working with when there is a high pressure main with a leak because the spray churns up the dirt and its like trying to see through chocolate milk.
- The vac truck is able to capture this water so that staff can see the mains and see where the repairs are needed.
- Without a vac truck we would likely deploy trash pumps to do the same function.
- The alternative is to isolate the main and shut it down.
- A concern with this is the process needed for recharging a water main once it has gone into negative pressure.
- In this situation it is common that DEC requires the main in question to be scoured and flushed, then our water needs to be hyper chlorinated, and then we have to test the water to ensure we are meeting water quality standards. The thought process here is that if the main goes into negative pressure then contaminates can make it into the system. Due to this concern we add extra chlorine to treat the water just in case and then test it to confirm if enough chlorine is being used.
- If pressure is maintained and water is able to continuously spray out, then it is not possible for water to flow back into the main.

Between utility locates, gathering information for design on projects, assisting WMLP and other less common issues this results in another 15 days or so of use of the vac truck.



4th of July and porta potties

With Stinkers Septic no longer in business staff had to get creative to retro fit the vac truck with small enough fittings to be able to safely suck out porta potties over the 4th of July events in town. During this week the porta potties are filled within 24-48 hours and need to be cleared multiple times throughout the week. Without a vac truck we would need to have a smaller truck with a tank, or a trailer or skid mounted unit, or the porta potties would need to be loaded onto a flatbed (while full) and driven up to the WWTP to be emptied. Another alternative would be to tie porta potties into the collection system however then they have to be placed very close to a sewer main. Meaning the porta potties at City Dock and along outer drive would no longer be a viable location.

Additional Information

Due to the nature of working on critical infrastructure needs it is imperative the equipment be readily available and reliable. If there is a breakdown of this equipment certain projects could go from taking 1 day to 3 days (longer if we cant get parts) or the difference of a couple thousand dollars or tens of thousands.

- Sewage is a very corrosive substance to be working with regularly. This is hard on equipment and likely has an impact on longevity and maintenance.

We use our vac truck somewhere around 50-60 times a year or close to once a week. Our existing truck is going on 24 Years old with a recommended useful lifespan of 20 years. We purchased this truck from Sitka in 2018 for \$20,500.

- So far we have spent far more than we purchased the vac truck for to maintain it.
- We have spent just about \$30,000 on major parts, just about \$10,000 on labor, there is \$25,000 or so worth of work that needs to be done and this price does not include small expenses.
- We have spent over \$60,000 on the truck so far and would be at \$85,000 if we repaired everything that should be.
- With inflation seen over the last few years and the impacts of the pandemic it is likely that a truck in similar condition as the one we purchased for \$20,500 would likely cost closer to \$40,000.
- This does not take into account the down time of the machine or the added hours for mechanic staff to maintain this vehicle.
- Further, the availability and expense of parts is only going to get worse for a truck this old.

Petersburg replaced their truck 2 years ago when theirs was 22 years old with a brand new truck. Petersburg is going to hold onto their old truck to maintain it as a backup primarily due to the nature of the work and the fact that there are not contractors with equipment to do the same work.

It is anywhere between 6 months to a year for a lead time on one of these trucks. If ours were to have a catastrophic failure we would have to buy used to get a replacement sooner. While we will save money on the front end by buying used, there is a gamble buying used in terms of reliability. As equipment models exceed their recommended useful lifespan manufacturers often times slow down or even stop making parts as there is not as much demand with those older vehicles being phased out. This makes finding parts for older models increasingly more difficult the older they get. With so many moving parts and the high pressures this machine operates at it is not a matter of if so much as it is a matter of when it will breakdown. Buying used will likely result in more mechanic time as well as more down time for field use as it would be expected to break down sooner than a new model. Buying used will also require replacement sooner than if new. If we buy used every 5 years as opposed to buying new every 20 years this will require more staff time to be familiarized or trained on a different model. A quote from July of 2023 for a like model replacement was \$512,102.15. We have applied for a grant worth up to \$150,000 to go towards a vac truck and are awaiting to hear back if we will be awarded.

The vac truck is primarily used in

- Water
- Waste Water
- Streets

But the truck is also used for

- WMLP
- The harbor
- Sanitation
- Supporting DOT

Considering all of the different ways this equipment benefits the city it makes sense to invest in good equipment. There are no contractors that have a vac truck or an alternative on the island. **With few or expensive alternatives to working on critical infrastructure It is the departments recommendation to consider buying this truck new as the long-term maintenance and reliability can have a big impact on the success of working with and around critical infrastructure in a safer and more timely fashion.**



Quote Date: 06/06/2023
Prepared By: Jim Lackey
Cell: (907) 841-9999
Email:
jlackey@bsiequipment.com

2040 Spar Avenue Anchorage, AK 99501

QUOTE FOR: City of Wrangell
CONTACT: David Bryner
PHONE: (907) 874-2231
EMAIL: cityshop@gci.net

Sourcewell Quote
QUOTE VALID THROUGH
 07/06/2023

New 2024 Sewer Equipment Co. of America Model 900-ECO 12yd Truck Mounted Combination Sewer Cleaner on a 2024 Freightliner 114SD Chassis

900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner		
<p><u>Vacuum System:</u> 4400 CFM Blower (Blower Speed 2200 RPM) 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack</p> <p><u>Boom:</u> Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control</p> <p><u>Debris Tank:</u> 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door</p>	<p><u>Water System:</u> 1300 Gallon Capacity Water Tank Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports</p> <p><u>Electrical:</u> NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches</p> <p><u>Truck:</u> Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting (2) Tow Hooks Front Bumper</p>	<p><u>Hose Reel & Hose:</u> Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls</p> <p><u>Accessories:</u> (3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown gun Cleaner, Tip, Torch, Small (1) Hydrant Wrench (1) Paper Owner's Manual</p>

HOSE REEL ASSEMBLY:

- FOOTAGE METER (mounted on jet hose reel)
- SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE) 600 FT.

WATER TANKS:

- WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
- 2" Y-STRAINER ON INLET FILL SYSTEM

WATER SYSTEMS ATTACHMENTS:

- FILL HOSE STORAGE RACK
- STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)
- CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)

TOOLBOX CONFIGURATIONS:

- (2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder

DEBRIS BOX & BOOM:

- VARIABLE VACUUM CONTROLL VALVE (Located at midship station) - Recommended for Hydroexcavation Operation
- DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
- DECANT SCHREEN ON REAR DOOR PORT (swing out perforated shield)

ELECTRICAL & LIGHTING:

- WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)
- (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)
- LED ARROW STICK (factory standard)
- LED MANHOLE AREA WORK LIGHT
- LED CURBSIDE BODY MOUNTED WORK LIGHT
- LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
- LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR

CHASSIS:

- NON-STOCK CHASSIS MOUNTING ALTERATIONS
- AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)
- SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
- CENTRAL LUBRICATION SYSTEM
- (2) TOW HOOKS REAR BUMPER

PAINT:

- SPECIAL PAINT: SOLID COLORS

Manufacturers Price: \$ 378,060.98
 Sourcewell Discount: ~~\$11,341.83~~
 \$ 366,719.15

2024 Freightliner 114SD Chassis (Includes Barge Transport
 from Tacoma, WA to Wrangell, AK): \$ 131,251.00
 Drive-Away – Factory in Illinois to Tacoma, WA: \$ 8,200.00
 PDI and Local Seattle Transport: \$ 1,280.00
 30 Day's Flooring: \$ 4,652.00

Total Purchase Price: \$ 512,102.15
FOB Wrangell, AK

This pricing is in accordance with the terms and conditions set forth by and for Sourcewell Contracting.
 Reference Sewer Equipment No. 101221-SCA City and Borough of Wrangell Member No. 106267



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

The City of Wrangell

Ronnie Malerich
Tel:907-312-6582

List Summary

Order Qty	Part Number	Description
1	2110i-16	2100i PD, 16" Vacuum, 10 yrd Debris, Combo
1	2014iSTD	1000 Gallons STD
1	5002iA	80 GPM/2500 PSI Jet Rodder pump
1	011iSTD	Aluminum Fenders
1	012iSTD	Mud Flaps
1	014iSTD	Electric/Hydraulic Four Way Boom
1	016iSTD	Color Coded Sealed Electrical System
1	018i	Remote Pendant Control With 35' Cord
1	019iASTD	Intuitouch Electronic Package
1	020iSTD	Double Acting Hoist Cylinder
1	025iASTD	Handgun Assembly
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030iSTD	Flexible Hose Guide
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045iSTD	Suction Tube Storage
1	046iSTD	1" Nozzle Pipe
1	048iSTD	10' Leader Hose
1	1001iSTD	Flat Rear Door w/Hydraulic Locks
1	1005iSTD	Dual Stainless Steel Float Shut Off System
1	1016iSTD	Microstrainer Prior to Blower
1	1024iSTD	Debris Body Vacuum Relief System
1	1031iSTD	Debris Deflector Plate
1	1032iSTD	48" Dump Height
1	1041iSTD	Debris Body-Up Message and Alarm
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose
1	2022iSTD	Additional Water Tank Sight Gauge
1	2023iSTD	Liquid Float Level Indicator
1	3019iSTD	Digital Water Pressure Gauge
1	4000iSTD	180 deg. Non-Extending Boom
1	4006iSTD	Front Joystick Boom Control
1	4010iSTD	Boom Hose Storage
1	4017iSTD	Boom Out of Position Message and Alarm
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011iSTD	3" Y-Strainer @ Water Pump
1	5015iSTD	Midship Handgun Coupling
1	5022iSTD	Side Mounted Water Pump
1	6005iDSTD	Digital Hose Footage Counter
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract
1	6009iSTD	Hose Reel Chain Cover
1	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017iSTD	Hydraulic Tank Shutoff Valves
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003iSTD	Water Pump Hour Meter
1	7004iSTD	PTO Hour Meter
1	7005iSTD	Hydraulic Oil Temp Alarm

1	7007iSTD	Tachometer & Hourmeter/Blower
1	8000iSTD	Circuit Breakers
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002iSTD	Tow Hooks, Front
1	9002iSTD	Tow Hooks, Rear
1	9003iSTD	Electronic Back-Up Alarm
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	010i	Operator Station Curbside Toolbox with Lighting
1	1003i	Debris Body Washout
1	1004iB	Onboard Electronic/Digital Scale system with Vacuum Relief
1	1008i	6" Rear Door Knife Valve w/Camloc, 3:00 position
1	1008iA	6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position
1	1009iD	Full Rear Door Swinging Screen
1	1010iA	Pump Off Ports Only
1	1014i	Centrifugal Separators (Cyclones)
1	1015i	Folding Pipe Rack, Curbside, 8" Pipe
1	1015iA	Folding Pipe Rack, Streetside, 8" Pipe
1	1015iB	Folding Pipe Rack, Rear Door, 8" Pipe
1	1016iSTD	Subframe Mounted, 2-Pipe Rack, 8"
1	1022i	Rear Door Splash Shield
1	1023i	Lube Manifold, with Lube Chart
1	1026i	Debris Body Vibrator, Electric
1	2004i	Continuous Water Tank Fill
1	2006i	Air Purge
1	2020i	6" Gravity Fill Port on Upper P/S Water Tank
1	3015i	Front Blower Controls
1	3017i	Blower High Temp Safety Shutdown
1	3020i	Digital Water Level Indicator
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
1	4014i	180 deg. 5 x 5 Extendable/Telescoping Boom
1	4008i	Grate Lifting Hook, Installed on Boom
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	4013i	Rotatable Boom Inlet Hose
1	4020i	Anti Splash Valve, Body Inlet
1	5015i	Handgun Couplers, Front and Rear
1	5016i	Additional Rodder System Accumulator (Manual Operation)
1	5017i	Hose Reel, Freespool
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
1	5029i	Cyclone Washout System
1	6001iB	500' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing
1	6004iD	Rodder Hose Pinch Roller
1	6008i	Hose Reel Manual Rewind Tool
1	6014iA	2 High Pressure Hose Reels
1	6019i	Rodder Pump Drain Valves
1	6019iA	Final Filter and Silencer Ball Valve Drains

1	6031i	Front Hose Reel Tool Storage
1	8001iJ	Rear Directional Control, LED Arrowboard
1	8001iN	Front Directional Control, LED Arrowstick
1	8002iA	Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
1	8004iD	Rear Mounted, LED Beacon Light
1	8004iE	Front Mounted, LED Beacon Light
1	8005i	H.A.L.O. (Handsfree Accessory Light Option)
1	8020iH	10 Light Package, 10 Federal Signal Strobe Lights, LED
1	8027i	LED Mid-Ship Turn Signals
1	8028i	Worklights (2), LED, Boom
1	8029i	Worklights (2), LED, Rear Door
1	8029iA	Worklight, LED, Operators Station
1	8029iB	Worklight, LED, Hose Reel Manhole
1	8029iC	Worklight, LED, Curb Side
1	8029iD	Worklight, LED, Street Side
1	9001i	Ziebart Corrosion Protection
1	9021iA	Camera System, Front and Rear
1	9023iA	Safety Cone Storage Rack - Post Style
1	9027iA	Chassis Engine DPF Soot Load Information
1	9070iA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	9071iEL	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting
1	9072iBL	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d - with Lighting
1	9074iAL	Toolbox, Driver Side Subframe, 18w x 24h x 24d - with Lighting
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	i124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	EW-V2-NA-3PL	Extended Factory Warranty - 3Yrs
2	500655B-30	2 Total Vactor Standard Manuals and USB Version
2	500655-30	2 Total Printed Full Vactor Manuals
1	25637-30	(1) 8" x 5' Aluminum Vacuum Tube
5	25637F-30	(5) 8" x 7'-6" Aluminum Vacuum Tube
6	16584-30	(6) 8" Quick Clamp Assembly
2	41280-30	(2) 3" Y-Strainer Screen
1	29898H-30	6" Lay-Flat Drain Hose - 50ft
1	34878-30	(1) Grate Lift Hook
1	20836-30	(1) Hydrant Wrench
1	Chassis- Mod	Chassis Modifications Charges
1	8030i	Hose Reel Wrapped for Delivery
1	PSIT370A-CH	Vactor Supplied Chassis, Tandem Axle, 2024International HV607 SBA, 370 HP, Auto, 66,000 GVWR, 2017 GHG

Chassis Source - Vactor Supplied

Module Paint Match Cab - Yes

Module Paint Color - White

Cab Color - White

Cab Stripe Color - None

Certified Unit Weights Required? - No

Chassis Note: None

Vector Body List Price:	\$448,322.97
Sourcewell Discount:	-\$13,449.68
International Tandem Chassis:	\$123,097.02
On Site Start Up/Training:	\$2,500.00
Freight Streator IL to Seattle/Tacoma:	\$8,550.00
Seattle/Tacoma to Wrangell:	<u>\$5,450.00</u>
Total:	\$574,470.31

PROPOSAL DATE: 6/7/2023

QUOTE NUMBER: 2023-54017

Price List Date: 4/26/2023

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

- 1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURES OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

Item c.

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

F.O.B. POINT: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENT: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. **THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.**

IT IS UNDERSTOOD AND AGREE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S

TERMS AND CONDITIONS

Item c.

OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These Terms and Conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 10-23-1815 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A LOAN IN AN AMOUNT OF \$1,961,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), RURAL DEVELOPMENT (RD), FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director
Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required: \$		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution 10-23-1815; 2. USDA/RD Request for Obligation of Funds, Certification Approval, and Letter of Intent to Meet Conditions documents; 3. Debt Service Schedule

RECOMMENDATION MOTION:
Move to approve Resolution 10-23-1815.

SUMMARY STATEMENT:

The Borough received two bids for the Water Treatment Plant Improvements project on August 11th. Based on the low bid, the overall project costs, including design, construction, construction contingency, and construction administration and inspection, and resident inspector, is \$23,222,366. A recap of project expenses are as follows:

Engineering Design	\$ 1,428,790
Construction	\$19,605,000
Construction Contingency (5%)	\$ 980,325
CA/CI	\$ 494,892
Resident Inspector	\$ 517,309
City Admin	<u>\$ 196,050</u>
Total Project expenses	\$23,222,366

With the project funding received to date, the Borough needs an additional \$5,782,000 to be able to advance the project and award the construction contract.

In August 2023, the Borough applied for supplemental funding from the United States Department of Agriculture/Rural Development (USDA/RD), and the Borough was offered a \$1,961,000 loan toward this project. No additional grant funds were offered by USDA. In order for USDA/RD to obligate the funds before the end of the federal fiscal year ending September 30, 2023, the Borough was required to sign the Letter of Intent and Obligation (attached).

If accepting the USDA supplemental loan by way of approving this Resolution, a recap of all project funding and their sources to date are as follows:

Wrangell Water Fund Contribution	\$ 119,000
ARPA/Coronavirus Local Fiscal Recovery Grant	\$ 605,588
State and Local Fiscal Recovery Funds	\$ 485,984
State of Alaska DL Grant	\$ 4,100,000
EDA Grant	\$ 2,996,953
EDA Supplemental Grant	\$ 2,150,841 (obligated but not yet accepted)
SRF Loan (20 year/1.725%)	\$ 3,821,000 (\$500,000 forgiveness offered)
USDA Grant	\$ 3,262,000
USDA Loan (40 year/2.625%)	\$ 3,821,000
USDA Supplemental Loan (40 year/2.125%)	<u>\$ 1,961,000</u>
Total project funding	\$23,362,366

With the supplemental USDA/RD loan of \$1,961,000, the Borough would need to utilize the Alaska State Revolving Fund (SRF) Loan, accepted by Resolution 04-22-1689 in 2022, in the amount of \$3,821,000, for which the SRF program has offered a \$500,000 forgiveness of its principal amount. The combination of applying these two loans to the funding package, including the existing USDA/RD Loan of \$3,821,000, obligates a total of \$9,103,000 (this figure accounts for the \$500,000 principal forgiveness) in loans for this project.

The City and Borough of Wrangell is authorized under the Wrangell Charter, Section 6-3 Revenue Bonds to “borrow money and to issue revenue bonds or other such evidences of indebtedness therefore, the principal and interest of which are payable solely out of, and the only security of which is, the revenues of a revenue-producing utility or enterprise; but only when authorized by the assembly for the acquisition, construction, reconstruction, repair, improvement, extension, enlargement and/or equipment of the said utility or enterprise”. The repayment of the USDA/RD loan, in the amount of \$1,961,000 will be issued from the Water Fund and paid back solely by Water Fund revenues. Any deficiencies in meeting other short- or long-term obligations from operations will be covered by an annual distribution from the Permanent Fund (approved by the Assembly each fiscal year). Upon receiving the loan agreement document, assembly authorization will be required by ordinance to borrow the money. A projected debt service amortization schedule is attached to this item (#4).

By approving Resolution 10-23-1815, the Borough hereby accepts the USDA/RD loan award in the amount of \$1,961,000 for the Water Treatment Plant Improvements project and authorizes the Borough Manager to execute its administration and expenditures from the Water Department’s CIP Project Account.

If the Borough Assembly decides not to approve Resolution 10-23-1815:

1. The USDA/RD loan, in the amount of \$1,961,000, can be de-obligated by USDA/RD.
2. An alternative solution to funding the shortfall in full project costs of \$23,222,366 is required before being able to approve the award of the construction contract to McG Constructors for this project. The award of the contract to McG Constructors is on the Wrangell Borough Assembly October 10, 2023 meeting agenda.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 10-23-1815

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA ACCEPTING A LOAN IN AN AMOUNT OF \$1,961,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), RURAL DEVELOPMENT (RD), FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, the City and Borough of Wrangell submitted an application to the United States Department of Agriculture, Rural Development (USDA/RD) for additional funding assistance to support the Water Treatment Plant Improvements project; and

WHEREAS, the USDA/RD provided the City and Borough of Wrangell with a 40-year loan at 2.125% interest, in the amount of \$1,961,000, additional to the 2019-accepted USDA/RD loan of \$3,821,000, for the Water Treatment Plant Improvements project; and

WHEREAS, the Assembly of the City and Borough of Wrangell accepts the USDA/RD additional \$1,961,000 loan for the Water Treatment Plant Improvements DAF project.

WHEREAS, the City and Borough of Wrangell is authorized under the Wrangell Charter, Section 6-3 Revenue Bonds, etc. to borrow money and issue revenue bonds for use by a utility or enterprise where the principle and interest associated with repayment of the loan comes exclusively from said utility’s revenues; and

WHEREAS, repayment of the USDA/RD loan, in the amount of \$1,961,000, will be derived from Water Fund revenues and any deficiency in revenues to cover operating or capital project cost (outside of debt service) in the Water Fund will be offset by annual distributions from the Permanent Fund that will be approved each fiscal year.

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

Section 1: The Assembly of the City and Borough of Wrangell has reviewed the USDA/RD Request for Obligation of Funds, Certification Approval, and Letter of Intent to Meet Conditions documents, all provided attached hereto as Exhibit A.

Section 2: The Assembly of the City and Borough of Wrangell hereby accepts the USDA/RD loan award in the amount of \$1,961,000 for the Water Treatment Plant Improvements project and authorizes the Borough Manager to execute its administration and expenditures from the Water Department’s CIP Project Account.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 10th day of October, 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 60-024-*****0144		LOAN NUMBER	FISCAL YEAR 2023
2. BORROWER NAME City & Borough of Wrangell		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Alaska	
		5. COUNTY NAME Wrangell	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
10. SEX CODE 1 - MALE 2 - FEMALE	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
13. CREDIT REPORT 1 - YES 2 - NO	14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$1,961,000.00		25. AMOUNT OF GRANT
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.1250 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

Item d.

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Funding subject to the requirements outlined in the Letter of Conditions and Grant Agreement

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date 9-29-23, 20

Jeff Good, Borough Manager
Kim Lane, Acting (Signature of Applicant)

Date _____, 20

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Robert Chambers

Date Approved: _____

Title: Director, Business & Community Programs

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date 09-28-2023

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

800 E. Palmer-Wasilla Hwy, Suite 201
Palmer, AK 99645

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 9/28/2023 ~~7/13/2017~~. It is our intent to meet all of them not later than 09-30-2026.

City & Borough of Wrangell

(Name of Association)

BY Kim Lane

~~Jeff Good~~ Borough Manager

Kim Lane, Acting

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

2.625%

2.125%

1.725%

USDA LOAN - PART 1						USDA LOAN - PART 2					ADEC - SRF LOAN					CUMULATIVE LOAN SUMMARY				
Year	Beginning	PMT	Interest	Principal	Ending	Beginning	PMT	Interest	Principal	Ending	Beginning	PMT	Interest	Principal	Ending	Beginning	PMT	Interest	Principal	Ending
1	3,821,000	(155,436)	100,301	55,135	3,765,865	1,961,000	(73,267)	41,671	31,595	1,929,405	3,321,000	(197,752)	57,287	140,464	3,180,536	9,103,000	(426,454)	199,260	227,194	8,875,806
2	3,765,865	(155,436)	98,854	56,582	3,709,283	1,929,405	(73,267)	41,000	32,267	1,897,138	3,180,536	(197,752)	54,864	142,887	3,037,648	8,875,806	(426,454)	194,718	231,736	8,644,070
3	3,709,283	(155,436)	97,369	58,067	3,651,216	1,897,138	(73,267)	40,314	32,952	1,864,185	3,037,648	(197,752)	52,399	145,352	2,892,296	8,644,070	(426,454)	190,082	236,372	8,407,698
4	3,651,216	(155,436)	95,844	59,591	3,591,625	1,864,185	(73,267)	39,614	33,653	1,830,533	2,892,296	(197,752)	49,892	147,859	2,744,437	8,407,698	(426,454)	185,350	241,104	8,166,595
5	3,591,625	(155,436)	94,280	61,156	3,530,469	1,830,533	(73,267)	38,899	34,368	1,796,165	2,744,437	(197,752)	47,342	150,410	2,594,027	8,166,595	(426,454)	180,521	245,933	7,920,661
6	3,530,469	(155,436)	92,675	62,761	3,467,708	1,796,165	(73,267)	38,169	35,098	1,761,067	2,594,027	(197,752)	44,747	153,005	2,441,022	7,920,661	(426,454)	175,590	250,864	7,669,797
7	3,467,708	(155,436)	91,027	64,409	3,403,299	1,761,067	(73,267)	37,423	35,844	1,725,223	2,441,022	(197,752)	42,108	155,644	2,285,379	7,669,797	(426,454)	170,558	255,896	7,413,901
8	3,403,299	(155,436)	89,337	66,099	3,337,200	1,725,223	(73,267)	36,661	36,606	1,688,617	2,285,379	(197,752)	39,423	158,329	2,127,050	7,413,901	(426,454)	165,420	261,034	7,152,867
9	3,337,200	(155,436)	87,602	67,834	3,269,366	1,688,617	(73,267)	35,883	37,383	1,651,234	2,127,050	(197,752)	36,692	161,060	1,965,990	7,152,867	(426,454)	160,176	266,278	6,886,590
10	3,269,366	(155,436)	85,821	69,615	3,199,751	1,651,234	(73,267)	35,089	38,178	1,613,056	1,965,990	(197,752)	33,913	163,838	1,802,152	6,886,590	(426,454)	154,823	271,631	6,614,958
11	3,199,751	(155,436)	83,993	71,442	3,128,308	1,613,056	(73,267)	34,277	38,989	1,574,067	1,802,152	(197,752)	31,087	166,664	1,635,487	6,614,958	(426,454)	149,358	277,096	6,337,863
12	3,128,308	(155,436)	82,118	73,318	3,054,991	1,574,067	(73,267)	33,449	39,818	1,534,249	1,635,487	(197,752)	28,212	169,539	1,465,948	6,337,863	(426,454)	143,779	282,675	6,055,188
13	3,054,991	(155,436)	80,194	75,242	2,979,748	1,534,249	(73,267)	32,603	40,664	1,493,585	1,465,948	(197,752)	25,288	172,464	1,293,484	6,055,188	(426,454)	138,084	288,370	5,766,818
14	2,979,748	(155,436)	78,218	77,217	2,902,531	1,493,585	(73,267)	31,739	41,528	1,452,057	1,293,484	(197,752)	22,313	175,439	1,118,045	5,766,818	(426,454)	132,270	294,184	5,472,633
15	2,902,531	(155,436)	76,191	79,244	2,823,286	1,452,057	(73,267)	30,856	42,410	1,409,647	1,118,045	(197,752)	19,286	178,465	939,580	5,472,633	(426,454)	126,334	300,120	5,172,513
16	2,823,286	(155,436)	74,111	81,325	2,741,962	1,409,647	(73,267)	29,955	43,312	1,366,335	939,580	(197,752)	16,208	181,544	758,036	5,172,513	(426,454)	120,274	306,180	4,866,333
17	2,741,962	(155,436)	71,976	83,459	2,658,502	1,366,335	(73,267)	29,035	44,232	1,322,103	758,036	(197,752)	13,076	184,675	573,361	4,866,333	(426,454)	114,087	312,367	4,553,966
18	2,658,502	(155,436)	69,786	85,650	2,572,852	1,322,103	(73,267)	28,095	45,172	1,276,931	573,361	(197,752)	9,890	187,861	385,500	4,553,966	(426,454)	107,771	318,683	4,235,283
19	2,572,852	(155,436)	67,537	87,899	2,484,954	1,276,931	(73,267)	27,135	46,132	1,230,800	385,500	(197,752)	6,650	191,102	194,398	4,235,283	(426,454)	101,322	325,132	3,910,151
20	2,484,954	(155,436)	65,230	90,206	2,394,748	1,230,800	(73,267)	26,154	47,112	1,183,687	194,398	(197,752)	3,353	194,398	0	3,910,151	(426,454)	94,738	331,716	3,578,435
21	2,394,748	(155,436)	62,862	92,574	2,302,174	1,183,687	(73,267)	25,153	48,113	1,135,574						3,578,435	(228,702)	88,015	343,748	3,293,609
22	2,302,174	(155,436)	60,432	95,004	2,207,170	1,135,574	(73,267)	24,131	49,136	1,086,439						3,293,609	(228,702)	81,025	353,609	3,064,907
23	2,207,170	(155,436)	57,938	97,498	2,109,672	1,086,439	(73,267)	23,087	50,180	1,036,259						3,064,907	(228,702)	73,333	364,941	2,846,205
24	2,109,672	(155,436)	55,379	100,057	2,009,615	1,036,259	(73,267)	22,020	51,246	985,013						2,846,205	(228,702)	64,633	377,274	2,648,503
25	2,009,615	(155,436)	52,752	102,683	1,906,932	985,013	(73,267)	20,932	52,335	932,678						2,648,503	(228,702)	55,933	390,605	2,467,801
26	1,906,932	(155,436)	50,057	105,379	1,801,553	932,678	(73,267)	19,819	53,447	879,230						2,467,801	(228,702)	47,233	404,937	2,292,864
27	1,801,553	(155,436)	47,291	108,145	1,693,408	879,230	(73,267)	18,684	54,583	824,647						2,292,864	(228,702)	38,533	420,269	2,124,162
28	1,693,408	(155,436)	44,452	110,984	1,582,424	824,647	(73,267)	17,524	55,743	768,905						2,124,162	(228,702)	29,833	436,601	1,960,561
29	1,582,424	(155,436)	41,539	113,897	1,468,527	768,905	(73,267)	16,339	56,927	711,977						1,960,561	(228,702)	21,133	453,933	1,801,628
30	1,468,527	(155,436)	38,549	116,887	1,351,640	711,977	(73,267)	15,130	58,137	653,840						1,801,628	(228,702)	12,433	472,265	1,647,363
31	1,351,640	(155,436)	35,481	119,955	1,231,684	653,840	(73,267)	13,894	59,373	594,468						1,647,363	(228,702)	3,733	491,597	1,497,666
32	1,231,684	(155,436)	32,332	123,104	1,108,580	594,468	(73,267)	12,632	60,634	533,833						1,497,666	(228,702)	0	511,929	1,352,964
33	1,108,580	(155,436)	29,100	126,336	982,245	533,833	(73,267)	11,344	61,923	471,911						1,352,964	(228,702)	0	533,261	1,213,262
34	982,245	(155,436)	25,784	129,652	852,593	471,911	(73,267)	10,028	63,239	408,672						1,213,262	(228,702)	0	556,593	1,078,560
35	852,593	(155,436)	22,381	133,055	719,537	408,672	(73,267)	8,684	64,582	344,090						1,078,560	(228,702)	0	581,925	948,858
36	719,537	(155,436)	18,888	136,548	582,989	344,090	(73,267)	7,312	65,955	278,135						948,858	(228,702)	0	608,257	820,156
37	582,989	(155,436)	15,303	140,132	442,857	278,135	(73,267)	5,910	67,356	210,779						820,156	(228,702)	0	635,589	691,454
38	442,857	(155,436)	11,625	143,811	299,046	210,779	(73,267)	4,479	68,788	141,991						691,454	(228,702)	0	663,921	557,752
39	299,046	(155,436)	7,850	147,586	151,460	141,991	(73,267)	3,017	70,249	71,742						557,752	(228,702)	0	693,253	420,050
40	151,460	(155,436)	3,976	151,460	0	71,742	(73,267)	1,525	71,742	(0)						420,050	(228,702)	0	723,585	286,348

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	13

Approval of a contract award to McG Constructors, Inc. in the amount of \$19,605,000 for the Water Treatment Plant Improvements Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

<u>FISCAL NOTE:</u>	
Expenditure Required: \$19,605,000	
Amount Budgeted:	
Account Number(s):	
72300 302 9999 00 72001	
Account Name(s):	
Water Treatment Plant Improvements Project	

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

ATTACHMENTS: 1. Bid Opening Summary and Checklist for the Water Treatment Plant Improvements Project

RECOMMENDATION MOTION:
Move to approve a contract award to McG Constructors, Inc. in the amount of \$19,605,000 for the Water Treatment Plant Improvements Project.

SUMMARY STATEMENT:

With engineering design and bidding assistance from DOWL (Engineers), the City and Borough of Wrangell issued an Invitation to Bid for the construction of the Water Treatment Plant Improvements project, under which bids were due on August 11, 2023. The City and Borough of Wrangell received two responsive bids.

Following a joint CBW and DOWL review of the bid tabulations and documents received at the time of bid, the project budget, and the project funding, it is the intent of the City and Borough of Wrangell to enter into a contract with the low bidder, McG Constructors, Inc., for the construction of the Water Treatment Plant Improvements project in the amount of \$19,605,000. A copy of the Bid Opening Summary and Checklist sheet is included for reference.

Funds for the Water Treatment Plant Improvements project come from a variety of sources, including loans, grants, and a water fund contribution. A recap of the funding package for the project is listed below.

Engineering Design	\$ 1,428,790
Construction	\$19,605,000
Construction Contingency (5%)	\$ 980,325
CA/CI	\$ 494,892
Resident Inspector	\$ 517,309
City Admin	\$ <u>196,050</u>
Total Project expenses	\$23,222,366

Following approval by the Borough Assembly, we will require federal funding partners to concur with the award before issuing a Notice of Intent to Award to McG Constructors, Inc. Our federal funding partners will not concur until full project funding has been secured.

The contract stipulates that Bidders will maintain validity of their bids for a period of sixty (60) days. With the bids having been received on August 11th, bids are valid until October 11th, unless agreed otherwise by the bidder to extend the validity of their bid. Chad McGraw, Vice President, McG Constructors, Inc. has indicated verbally that they would be willing to consider up to a thirty (30) day bid validity extension if necessary to secure full project funding within that timeframe.

Full project funding is expected to be accomplished through the following sources.

Wrangell Water Fund Contribution	\$ 119,000
ARPA/Coronavirus Local Fiscal Recovery Grant	\$ 605,588
State and Local Fiscal Recovery Funds	\$ 485,984
State of Alaska DL Grant	\$ 4,100,000
EDA Grant	\$ 2,996,953
EDA Supplemental Grant	\$ 2,150,841
SRF Loan (20 year/1.725%)	\$ 3,821,000
USDA Grant	\$ 3,262,000
USDA Loan (40 year/2.625%)	\$ 3,821,000
USDA Supplemental Loan (40 year/2.125%)	\$ 1,961,000
Total project funding	\$23,362,366

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	13

Approval of a contract award to Global Diving & Salvage, Inc. in the amount of \$880,294 for the Wrangell Harbor Anodes Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$880,294		
FY 22:	FY 23: \$880,294	FY24:
Amount Budgeted:		
Account Number(s):		
74300 141 9999 00 74007-9		
Account Name(s):		
Ports and Harbors Surveillance System Project		
Project Budget Amount: \$1,650,000		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Bid Opening Checklist and Tabulation Summary for the Wrangell Harbor Anodes Project; 2. Notice of Intent to Award Letter dated October 2, 2023

RECOMMENDATION MOTION:

Move to approve a contract award to Global Diving & Salvage, Inc. in the amount of \$880,294 for the Wrangell Harbor Anodes Project.

SUMMARY STATEMENT:

The Wrangell Harbor Anodes project involves installing sacrificial anodes (cathodic protection) on piles at the Heritage Harbor, Marine Service Center Boat Haul Out Pier, and the Marine Service Center Concrete Tee Dock where none currently exist.

Following completion of the design work, the City & Borough of Wrangell issued an Invitation to Bid for the construction of the project. On October 2, 2023, the Borough received four bids, according to the attached bid opening summary. Pending receipt of pre-award submittals from the contractor, staff recommend awarding the procurement contract to the low bidder, Global Diving & Salvage, Inc. for the Base Bid and Additive Alternates A through B, for a total contract price of \$880,294.

City and Borough of Wrangell, Alaska

Wrangell Harbor Anodes

Bid Opening Checklist and Tabulation Summary

Bid Opening Date: October 2, 2023 @ 2:00 p.m. - Assembly Chambers

Preliminary

Bidder's Name	Bid Form 00300	Bid Schedule 00310	Bid Security 00320	Addenda			Base Bid - Heritage Harbor	Base Bid Mod	Additive Alternate A - MSC Boat Haulout	Add Alt A Mod	Additive Alternate B - MSC Concrete Tee Dock	Add Alt B Mod	Total Base Bid + Add Ails A-B
				#1	#2	#3							
Alaska Commercial Divers INC	X	X	X	X	X		\$608,535.00		\$156,251.00		\$118,739.00		\$883,525.00
JF Brennan Company Inc	X	X	X	X	X	X	\$1,424,519.00		\$249,159.00		\$262,848.00		\$1,936,526.00
Global Diving and Salvage Inc	X	X	X	X	X	X	\$595,340.00		\$149,598.00		\$135,356.00		\$880,294.00
Enviro-Tech Diving Inc	X	X	X	X	X	X	887,270.64		232,986.72		165,326.68		\$1,285,584.04
													\$0.00
													\$0.00
													\$0.00
													\$0.00
													\$0.00
													\$0.00
													\$0.00

Witness: *[Signature]*

Witness: *[Signature]*



CITY & BOROUGH OF WRANGELL
INCORPORATED MAY 30, 2008

Capital Facilities Department

PO Box 531, Wrangell, AK 99929
Phone (907)-874-3902

October 2, 2023

To: All Bidders

Re: Notice of Intent to Award a Contract
Invitation to Bid Wrangell Harbor Anodes

The City and Borough of Wrangell announces its intent to award a contract for the Wrangell Harbor Anodes. Attached is the bid opening summary and checklist of the bids received today.

The award will be based on the Base Bid plus Additive Alternates A and B for a total contract value of \$880,294. The bidder whose bid is determined in writing to be the most advantageous to the City and Borough of Wrangell is To be deemed fully responsive, Global Diving and Salvage, Inc. is required to submit, within five (5) working days from the date of this Notice, the following submittals:

- Alaska Business License
- Contractor's License
- Subcontractor Report
- Verification from Wrangell Finance Department that Subcontractors are current with City and Borough of Wrangell Sales and Property Taxes

Any bidder who wishes to protest this Notice of Intent to Award must file the protest within seven (7) calendar days following the date this notice is issued. If the seventh day falls on a weekend or holiday, the last day of the protest period is the first working day following the seventh day.

As provided in the Invitation to Bid, this Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does not constitute the formation of a contract between the City and Borough of Wrangell and the apparent successful low bidder. The low bidder shall not acquire any legal or equitable rights relative to the contract services until they have secured a fully executed contract.

If the apparent low bidder fails to be deemed fully responsive and responsible or fails to execute a contract with the City and Borough of Wrangell, the Borough may revoke the award and award the contract to the next lowest bidder or withdraw the Invitation to Bid. The City and Borough

of Wrangell further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

Thank you for participating in the competitive bidding process. For information about this notice, please feel free to contact me.

Sincerely,



Amber Al-Haddad
Capital Facilities Director
City and Borough of Wrangell

Copy: Kim Lane, Wrangell Borough Clerk
All Bidders

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	13

Approve an Amendment to the PSA with PND Engineers for Construction Administration and Inspection Services for Wrangell Harbor Anodes Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$50,820		
FY 21: \$	FY 22: \$	FY23: \$50,820
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: PND Fee Proposal for CA/CI Services dated September 6, 2023

RECOMMENDATION MOTION:
Move to approval an Amendment to the PSA with PND Engineers for Construction Administration and Inspection Services for Wrangell Harbor Anodes Project.

SUMMARY STATEMENT:

The Borough entered into a design contract with PND Engineers for design services for the Wrangell Harbor Anodes project. The Wrangell Harbor Anodes project involves installing sacrificial anodes (cathodic protection) on piles at the Heritage Harbor, Marine Service Center Boat Haul Out Pier, and the Marine Service Center Concrete Tee Dock where none currently exist.

Since PND Engineers were the engineers of record on the design phase for this project, it is the intent of the City and Borough of Wrangell to accept PND Engineers' fee proposal for the construction administration and construction inspection services during the construction phase. PND Engineer's engineering services fee proposal was received in the amount, not to exceed, \$50,820 on a time and expense basis.

September 06, 2023

PND Project No. 232051

Mr. Steve Miller
Port Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

SUBJECT: Wrangell Harbor Anodes – Construction Administration and Inspection Scope and Fee

Mr. Miller,

PND Engineers, Inc. (PND) appreciates the opportunity to provide this scope and fee proposal for the construction administration and inspection for the Wrangell Harbor Anodes project. It is our understanding that the City and Borough of Wrangell would like PND to provide construction administration and inspection services for the anode installation for Heritage Harbor, MSC Boat Haulout Facility and MSC Concrete Tee Dock.

Scope of Service

- Project Administration – Including contract agreements, administration, coordination and correspondence.
- Contract Administration – Includes responding to RFI’s, submittal review, evaluating pay requests, project correspondence, weekly project meetings and final project closeout.
- Construction Inspection – Includes performing (4) periodic observations during anode installation to confirm compliance with contract documents and (1) substantial completion inspection.

Proposed Fee

PND proposes to provide the services outlined above on a Time and Expense basis for \$50,820. Time will be billed monthly at our current rates at time of service, all third party expenses will include a 10% administration markup. Please confirm we have adequately addressed your needs and expectations.

Sincerely,

PND Engineers, Inc. | Juneau Office



Matt Holm, P.E.
Senior Engineer



Dick Somerville, P.E.
Vice President

PND Engineers, Inc.
Wrangell Harbor Anodes
Engineering Services Fee Proposal - September 06, 2023
PND Project No. 232051



Scope of Services

	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer V	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer VI	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	Line Item Costs	Task Subtotal Costs
	\$235.00	\$220.00	\$200.00	\$165.00	\$155.00	\$160.00	\$137.50	\$157.50	\$137.50	\$137.50		
Engineering Services												
1. Project Administration - Contract agreements, administration, coordination, correspondence.	4		8						2		\$2,815	
2. Contract Administration - Includes responding to RFI's, reviewing submittals, evaluating pay requests, project correspondence, hosting weekly project meetings and final project closeout	12		60					40	4		\$21,670	
3. Construction Inspection - Includes performing (4) site visits for periodic observations during construction and (1) site visit for substantial completion.	8		30					80			\$20,480	\$44,965
Total Estimated Manhours	24		98					120	6			
Estimated Third Party & Reimbursable Expenses												
Round trip airfare JNU to WRG	\$650 per round trip										\$3,250	
Housing	\$200 per night										\$1,000	
Per Diem	\$118 per day										\$1,180	
Admin Fee	10% of Third Party Expenses										\$425	\$5,855
TOTAL ESTIMATED FEE (Time and Expense)												\$50,820

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	13

Approve an amendment to the Professional Services Agreement with True North Sustainable Development Solutions for Archeological Monitoring of the Alder Top Village Subdivision Site Work Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$96,000		
FY 21: \$	FY 22: \$	FY23: \$96,000
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		
		\$2,096,487

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:

Move to approve an amendment to the Professional Services Agreement with True North Sustainable Development Solutions for Archeological Monitoring of the Alder Top Village Subdivision Site Work Project.

SUMMARY STATEMENT:

In June 2023, the Wrangell Borough Assembly approved a contract with True North Sustainable Development Solutions (TNSDS) to perform the archeological investigations and archeological monitoring during the Alder Top Village Subdivision Site Work project, as required by the special condition of the US Army Corps of Engineers permit #POA-2021-00196 (copy attached) for ground disturbing activities and activities involving placing fill in 3.36 acres of wetlands.

The permit requires that archeological monitoring be conducted on site during all ground disturbing activities and our archeologist has been working alongside the site work contractor since construction began in early August.

The June-approved contract, in the amount of \$118,290, included a lump sum of \$70,290 for the archaeological pre-investigation work and \$48,000 for four weeks of daily monitoring of the clearing and grubbing work and placement of the roadway construction activities.

The \$48,000 for the estimated four weeks of monitoring work was approved with the understanding that the time and cost is subject to modifications based on actual time required for monitoring since we did not yet have a construction schedule and work sequence from a Contractor, as the construction project had not yet bid.

Based on the construction schedule and sequencing of the work, the archeologist monitoring is expected to run throughout the remainder of the construction project. We have estimated that an additional \$96,000 (\$1,600/ day for approximately 60 additional days) is required to ensure funds are available to cover future invoices from True North. The daily rate includes the daily lodging, transportation, and per diem.

Administration recommends approving an amendment to the True North PSA in the amount of \$96,000 for the archaeological pre-investigation and archaeological monitoring during construction activities.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/10/2023
	<u>Agenda Section</u>	13

Approval to Cancel the upcoming November 28, 2023 Regular Assembly Meeting

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

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

ATTACHMENTS: 1. None.

RECOMMENDATION MOTION:

Move to approve canceling the upcoming November 28, 2023, Regular Assembly meeting.

SUMMARY STATEMENT:

The Assembly typically does cancel one of the November meetings each year. In the past, it was because the AML Conference was held around the time of one of the November meetings.

The request to cancel the second meeting in November is because it's scheduled right after the Thanksgiving holiday.

Of course, if there was a need for the Assembly to take action on something, a Special meeting can be called.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/10/2023
	<u>Agenda Section</u>	13

Approval of the Resignation of Jeffrey Good as Borough Manager

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

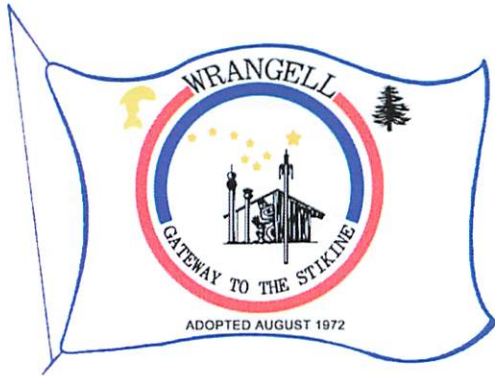
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resignation Letter.

RECOMMENDATION MOTION:

Move to approve accepting the resignation from Jeffrey Good as Borough Manager, effective September 27, 2023 with the exit date of January 1, 2023

SUMMARY STATEMENT: None.



CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381
Wrangell, AK 99929 FAX (907)-874-3952

September 27th, 2023

Dear Mayor Gilbert and Assembly Members,

Although this is a very difficult decision, I am giving my notice that I plan to resign as Borough Manager with my last day on January 1st, 2024.

I would like to thank all of the many hard working and dedicated employees that work at the City and Borough of Wrangell. It has been a pleasure working with you and learning from you the past 2 years.

I would also like to thank all of the Assembly Members and other board members past and present for the time and effort you put into those jobs free of charge. Thank you for your time and effort.

Thank you for the opportunity you have given me. I will miss greatly miss those that I worked closely with on a day to day basis.

Sincerely,


Jeff Good

CC: All Department Directors

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	15

Executive Session: For the purpose of discussing the transition strategies for the Borough Manager’s position and potential candidates for the role of Interim Borough Manager

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

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 23: \$	FY 24: \$	FY25: \$
Amount Budgeted:		
	FY23 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

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

ATTACHMENTS: 1. None.

RECOMMENDATION MOTION:
I move, pursuant to 44.62.320 (c)(2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person or persons, specifically: to discuss transition strategies for the Borough Manager’s position and potential candidates for the role of Interim Borough Manager.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/10/2023
	<u>Agenda Section</u>	15 (after ES)

Approval of the negotiation process with regards to an offer for an Interim Borough Manager (may or may not be considered)

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

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

ATTACHMENTS: 1. None.

RECOMMENDATION MOTION:

Move to approve _____ and _____ to negotiate a contract with the potential candidate for the Interim Borough Manager, and to negotiate the contract for that individual.

SUMMARY STATEMENT:

The Borough Assembly will be going into Executive Session to discuss the transition strategies for the Borough Manager's position and potential candidates for the role of Interim Borough Manager.

Once the Executive Session is concluded, the Assembly may come out of Executive Session and make the motion above.