



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

Tuesday, January 12, 2021

Location: ZOOM Teleconference

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

Resolution No. 10-20-1547 allows for the temporary suspension of in-person Assembly Meetings and allows for teleconference meetings, due to COVID-19, until December 31, 2020 unless terminated before that date.

**Note:** Due to facility work being done at the Nolan Center, Assembly Meetings will be held by Zoom Teleconference (action to ratify this is under New Business on this Agenda).

**If you wish to call into the meeting to speak under Persons to be Heard, please contact the Borough Clerk at 907-874-2381 or email: [clerk@wrangell.com](mailto:clerk@wrangell.com) no later than Tuesday, January 12<sup>th</sup> at 4:00 p.m.**

**Written comments received prior 12:00 PM January 7, 2021 have been included in the Regular Assembly Meeting packet. Written comments received after 12:00 PM, January 7, 2021 have been emailed directly to all Borough Assembly members and will be added to the next Regular Assembly Meeting packet under Persons to be Heard.**

To Join by ZOOM, log in using the following information:

<https://zoom.us/j/9078742381?pwd=MTNqSEdncjRyakh2UCtMVUNxMndYUT09>

And Enter the Meeting ID: **907 874 2381**

Then Enter Password: **99929**

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

- a. 2021 State & Federal Legislative Priorities

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert  
b. CEREMONIAL MATTERS

**2. ROLL CALL**

**3. PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE**

- a. Public Written Correspondence from the December 8, 2020 Regular Assembly Meeting

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

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

- [a.](#) Minutes of the December 8, 2020 Regular Assembly Meeting
- [b.](#) Minutes of the December 18, 2020 Special Assembly Meeting
- [c.](#) CORRESPONDENCE: School Board Action from the December 14, 2020 Regular Meeting
- [d.](#) CORRESPONDENCE: Agency Review Notice for Aquatic Farm Lease ADL 233635 from AK DNR

## **7. BOROUGH MANAGER'S REPORT**

- [a.](#) COVID-19 Update
- [b.](#) Capital Facilities Department Report
- [c.](#) Harbormaster Report January 2021
- [d.](#) Seattle Boat Show Report
- [e.](#) Pink Salmon Disaster Funding Project Report
- [f.](#) WML&P Monthly Report (December 2020)
- [g.](#) WML&P Monthly Report (January 2021)

## **8. BOROUGH CLERK'S FILE**

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

## **9. MAYOR AND ASSEMBLY BUSINESS**

## **10. MAYOR AND ASSEMBLY APPOINTMENTS**

- [a.](#) Appointment to the Parks & Recreation Board

## **11. PUBLIC HEARING**

- [a.](#) **ORDINANCE No. 982** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOTS 1A, 1B AND 1C, ETOLIN-SPRUCE SUBDIVISION FROM MULTI-FAMILY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL

## **12. UNFINISHED BUSINESS**

## **13. NEW BUSINESS**

- [a.](#) Acceptance of the Resignation from Assembly Member Julie Decker from the Borough Assembly
- [b.](#) **ODINANCE NO. 984** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER FEE" IN THE WRANGELL MUNICIPAL CODE
- [c.](#) Approval of Sponsorship Plan for Wrangell (Reliance Harbor) Seaplane Base (68A)
- [d.](#) Approval of Sponsorship Plan for Meyers Chuck Seaplane Base (84K)
- [e.](#) **EMERGENCY ORDINANCE No. 985** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING



AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH MARCH 31, 2021

- [f.](#) **RESOLUTION NO. 01-21-1557** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, EXTENDING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS
- [g.](#) **RESOLUTION NO. 01-21-1558** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE PRIORITY CAPITAL PROJECTS FOR SUBMISSION TO THE STATE OF ALASKA DESIGNATED LEGISLATIVE GRANTS PROGRAM (CAPSIS) FOR FY 2022
- [h.](#) **Discussion Item:** CARES Act Funding following Deadline Extension to December 31, 2021
- [i.](#) Approval of Amendment No. 2 to the M/V Chugach Memorandum of Understanding (MOU) with the US Forest Service
- [j.](#) Approval of “2021: Wrangell’s Year of Hope” Power Program

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

**15. EXECUTIVE SESSION**

- [a.](#) **Executive Session:** Discuss and Provide Direction Regarding Legal Strategy on Collection of Attorney’s Fees Awarded in the Litigation Case Valvoda v. Borough of Wrangell, et al, Case No. 1WR-19-8 CI
- [b.](#) **Executive Session:** Discuss and Provide Update of the Status of the Collective Bargaining Negotiations

**16. ADJOURNMENT**



**CITY AND BOROUGH  
OF WRANGELL**  
INCORPORATED MAY 30, 2008

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

## **2021/2022 STATE ADMINISTRATIVE & LEGISLATIVE PRIORITIES**

### **STATEWIDE/REGIONAL DECLARATIONS OF ECONOMIC DISASTER**

#### **Declarations of Disaster:**

The City & Borough of Wrangell calls upon the Governor to respond to the multiple declarations of economic disaster passed by municipalities from across the state related to COVID-19 Impacts, and the failure of fisheries. In August 2020 the City & Borough of Wrangell was one of the first municipalities in the state to pass a resolution declaring two economic disasters due to the reduction in tourism because of COVID-19 and the regional collapse of the Southeast salmon fisheries. Local economies will need disaster assistance soon to survive into the future and recover.

### **STATE WORKFORCE REDUCTIONS – WRANGELL SPECIFIC**

#### **Reinstatement of State Positions Critical to Wrangell:**

Over the past decade, Wrangell has seen positions eliminated that are critical to the well-being of the community. The following positions have been eliminated: Public Health Nurse, Child Welfare Case Worker, Magistrate and most recently in 2020 the closure of the entire Fish & Game office. These positions help hold together the social and economic fabric of the community. The argument could be made it is the result of the State budget. However, many of the positions are not being eliminated – rather transferred to Petersburg. A number of severe incidents have taken place in Wrangell the past few years outlining the need for especially the social welfare positions to be filled at the local level. Specifically, as it relates to casework in the Office of Child Services, the single Petersburg-based case worker is carrying a load of 60 cases from three communities (Wrangell, Petersburg and Kake). The recommended caseload is 14. The greatest number of cases is from Wrangell – necessitating the immediate reinstatement of a position in the community.

### **PROGRAMMATIC**

#### **Fundamental Change in OCS Management:**

The Office of Child Services in the Department of Health and Social Services requires immediate attention. There is currently a 50% vacancy rate across the agency, resulting in caseloads 400% over the recommended levels. This combined with unreasonable travel demands within regions

for case workers to address issues in individual communities, makes care of at-risk children unacceptable. The City and Borough of Wrangell calls for the immediate de-centralization of case workers back into individual communities to provide the much-needed care our children deserve.

#### **AMHS Reform/Stable AMHS Funding & Schedule:**

The City & Borough of Wrangell joins with Southeast Conference exploring new ways to sustain operations of the Alaska Marine Highway. While these options are considered the Borough respectfully requests stable funding of the AMHS be reinstated as it is a critical transportation lifeline for people and goods throughout coastal Alaska – critical to our economic health. The cost of barge shipping has increased exponentially in Southeast, making shipping goods by Ferry an even more critical option. The CBW further joins the Alaska Municipal League supporting Resolution #2020-15 finding the reductions in AMHS funding unacceptable; opposing the winter schedule changes eliminating service to some communities, including Wrangell; and opposing any further reductions in service or funding. The CBW also implores the State to find a permanent solution enabling continued service through Prince Rupert, BC. Service through Prince Rupert is essential for security providing a second port of entry to and from Alaska. The ferries of the AMHS system play a critical role in coastal emergency response potentially serving as emergency transportation, housing, floating hospital or commercial kitchen providing emergency food supplies.

#### **Opposing the Closure of the Crystal Lake Hatchery:**

The City & Borough of Wrangell opposes the closure of the Crystal Lake Hatchery and calls upon the Alaska Department of Fish & Game to keep the hatchery open. It provides stock for the Anita Bay Fishery – critical for Wrangell's fleet. It is unconscionable the State would consider closing a hatchery when Southeast Alaska is facing the worst salmon season in 44 years. This closure eliminates federal match support well beyond the State's investment. This proposal should not come to pass.

#### **PERS/TRS Reform:**

The City & Borough of Wrangell fully supports the reform of PERS and TRS, including but not limited to, the elimination of termination studies and all costs for reducing or eliminating departments, groups, or classifications of employees, as well as not inhibiting future additions of departments, groups, or classifications of employees. The CBW joins the Alaska Municipal League in supporting Resolution #2019-08 and Resolution #2020-05 addressing these concerns.

#### **ADOT Material Standards:**

ADOT is required to meet FAA and FHWA material standards. Despite the availability of good quality local material, there are no provisions in the standards for material deviations, even if testing or engineering by a qualified professional shows another material to be an equal or greater substitute. The CBW calls on the State to look for ways to have alternative materials accepted to avoid excessive time delays and cost overruns for material that is otherwise locally available.

#### **Transboundary Waters:**

The CBW applauds the efforts of the Administration to carry this issue to the federal level. We request continued work toward joint agreements on transboundary waters remain a priority for the State.

## **STATUTORY**

### **Education Funding:**

The City & Borough of Wrangell joins the Alaska Municipal League (Resolution #2020-04) opposing increases to the required local contribution for education funding, or reductions in State funding for education; and further supports counting Federal Impact Aid as part of the local contribution. The CBW also joins AML supporting Resolution #2021-05 requesting a collaborative approach to public education solutions.

### **Senior Citizen/Disabled Veteran Property Tax Exemptions – Local Option:**

Wrangell has the greatest percentage of senior citizens per capita of any community in Alaska. As communities are forced to take on even more program, service and capital responsibilities based on the State's fiscal situation, unfunded mandates require municipalities to raise other revenues, impacting all citizens. The CBW joins the Alaska Municipal League in supporting Resolutions #2019-02 calling for the Legislature to fund the mandatory exemptions. As an alternative, the CBW urges the Legislature make provisions for a local option through an amendment to AS 29.45.030(g) giving local jurisdictions the ability to determine, based on local revenue estimates and expenditure needs, what the annual exemption will be for these two critical populations (Seniors and Disabled Veterans). The CBW joins the Alaska Municipal League supporting Resolution #2021-21 addressing this solution.

### **Alaska Police Standards Council –Proposed Regulation Changes:**

The Alaska Police Standards Council proposes to adopt regulation changes in 13 AAC 85.010 - .900; 13 AAC 87.010 - .090; and 13 AAC 89.010 - .150 of the Alaska Administrative Code, dealing with minimum hiring standards, certificate suspension and revocation, mandatory annual training requirements, and additional levels of professional certification for police, corrections, probation, parole, municipal corrections, and village police officers. The City and Borough of Wrangell supports the changes, but wants to be sure regulatory changes are accompanied by an appropriate fiscal note to avoid new requirements becoming unfunded mandates for local jurisdictions.

### **State Agency Indirect Rate Increases:**

The City & Borough of Wrangell adamantly opposes the current policy of Departments like ADOT and DNR (State Parks) to increase indirect rates on grant funding during the middle of a project, thus potentially leaving the municipality with insufficient funding to complete projects or meet contractual obligations. The Alaska Municipal League supports this position with Resolution #2020-02.

### **Sustainable Management of Sea Otters and Shellfish:**

The rapid growth of the sea otter population in Southeast Alaska has been a scourge to near-shore shellfish populations and the communities that depend on them. Local subsistence and

commercial fishermen are seeing significant declines in crab, urchin, abalone, geoduck, sea cucumber and other shellfish species, resulting in area closures by the Alaska Department of Fish & Game, and an estimated loss of over \$30 million in foregone catch over the last 20 years. The growth of the population of sea otters in Southeast Alaska imminently threatens the sustainability of shellfish fisheries (both subsistence and commercial) and opportunities of mariculture development. The City and Borough of Wrangell respectfully requests that the State of Alaska pursue more aggressive tactics for controlling the growth of the sea otter population. For example, under the existing MMPA, states are allowed to petition the federal government for management authority of a particular species. Additionally, if progress cannot be made toward sustainable management of both sea otters and shellfish due to federal interpretations of the MMPA, the State of Alaska can sue the federal government due to the intrinsic conflict of Alaska's Constitution, which mandates all fishery resources are managed for sustainability, and the current interpretation of the MMPA, which is protecting sea otters with thriving populations to the detriment of other species. The Borough passed Resolution No. 01-18-1387 in January, 2018 supporting Sea Otter Management in Southeast Alaska.

#### **Reduction in Property Tax Refund Interest Rate:**

The City & Borough of Wrangell joins the Alaska Municipal League (Resolution #2020-17) supporting the reduction of interest owed on property tax refunds from 8% to a reasonable, market-based interest rate by amending AS 29.45.500.

#### **Real Property Transactions – Full Disclosure:**

The City & Borough of Wrangell joins with the Alaska Municipal League (Resolution #2019-04) urging the Legislature to enact legislation requiring disclosure of all real property transactions within the state.

#### **School District Consolidation:**

The City and Borough of Wrangell opposes legislation calling for consolidation of school districts. At a minimum, any legislation should exclude Boroughs, and First Class and Home Rule Municipalities contributing at least (and often well-beyond) the statutory minimum local contribution to school funding.

### **BUDGET**

#### **Adoption of a Sustainable Budget Plan (Including the PFD):**

The City & Borough of Wrangell joins the Alaska Municipal League, the Alaska Conference of Mayors, and a multitude of other public and private entities urging the Legislature to finish work toward adoption of a sustainable budget plan. The trickle-down effect is having significant ramifications at the local level, which will only continue to increase. The CBW supports a sustainable fiscal plan that includes budget reductions and new revenue. The CBW further encourages the Legislature's efforts to reach consensus on the Permanent Fund Dividend as part of Budget discussions.

#### **School Bond Debt Reimbursement:**

The City & Borough of Wrangell requests the Legislature reinstate full reimbursement of school bond debt for previously obligated projects. Wrangell also supports the reinstatement of that

portion of the program providing debt reimbursement for new construction projects so badly needed across the state. All three of Wrangell's school facilities are reaching end-of-life condition and will require major renovation or replacement. The community is not capable of carrying the debt load independently. The CBW joins the Alaska Municipal League supporting Resolutions #2019-03 and #2020-07 calling for program reinstatement.

### **Community Assistance (Formerly Revenue Sharing):**

The State's fiscal situation increasingly requires local governments to assume more service, programmatic and infrastructure responsibilities. The City & Borough of Wrangell (CBW) encourages the State to maintain this important revenue stream (initially enacted to cover the Senior Citizen Exemption mandate). In FY20 the CBW received \$409,356 which represents 7.1% of General Fund revenue. Over the past decade the program has meant nearly \$6 million in revenue to the CBW, supporting the community's efforts to absorb unfunded mandates and implement needed services and infrastructure maintenance. The City & Borough of Wrangell joins with the Alaska Municipal League (Resolution #2020-16) opposing any further reductions to Community Assistance and supporting the recapitalization or an appropriation to the Community Assistance Fund that would return the Fund to \$90 million.

### **PERS/TRS Pay-Down:**

The City & Borough of Wrangell supports AML Resolutions #2019-09 and #2020-07 of the Alaska Municipal League calling for a complete pay-down of the unfunded liability associated with PERS and TRS.

### **Municipal Matching Grants:**

Municipal Matching Grants (specifically existing programs for water/sewer through ADEC and ports/harbors through ADOT/PF) are critical investments in this fiscal climate providing match funding allowing municipalities to leverage local, federal and private funding sources for critical public infrastructure. The CBW encourages the Legislature to fund these programs as investments in local communities. The City & Borough of Wrangell supports Alaska Municipal League Resolution #2021-11 urging full funding of the Municipal Harbor Matching Grant Program in the FY 2022 Budget.

## **REVENUE**

### **Shared Revenue (Specifically Fish Tax):**

The City and Borough of Wrangell opposes any action to eliminate shared revenue, like Fish Tax, from municipalities. That portion of fish tax revenue shared with municipalities is essential for the operations and maintenance of the marine infrastructure that supports the commercial fishing industry, much of which was turned over from the State to local municipalities. The CBW joins the Alaska Municipal League in supporting Resolution #2020-14 opposing any such reductions.

### **Statewide Infrastructure GO Bond:**

The City & Borough of Wrangell supports Governor Dunleavy FY22 GO Bond Budget Proposal and Alaska Municipal League Resolution #2020-18 requesting the Legislature approve a

statewide infrastructure general obligation bond supporting the funding of major maintenance and capital replacement of critical infrastructure throughout Alaska.

### WRANGELL CAPITAL NEEDS

#### Project Priorities:

The CBW acknowledges the fiscal climate of the State and understands there is little to no availability of funding for local capital needs. Should the fiscal climate change, following are the project priorities for Wrangell:

1. Ash Street Water Main Replacement	\$ 1,000,000
2. Diesel Generation Power Plant Replacement	\$ 7,000,000
3. Public Safety Building Rehabilitation/Replacement	\$ 2,000,000 - \$ 10,000,000
4. Inner Harbor Replacement	\$ 7,000,000
5. Zimovia Highway Water Main Replacement	\$ 2,500,000
6. Solid Waste Transfer Station Upgrades	\$ 500,000
7. Water Reservoir Dam System Rehabilitation	\$50,000,000
8. Swimming Pool Basin Lining & Piping	\$ 500,000
9. Nolan Center Emergency Generator Replacement	\$ 450,000
10. Cemetery Expansion	\$ 100,000





## CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

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## 2020/2021 FEDERAL LEGISLATIVE PRIORITIES

### **COVID-19 SALT Relief:**

The City & Borough of Wrangell declared an economic disaster in August of 2020, due in part to the impacts of COVID-19 on tourism and local fisheries. Local municipalities were prohibited from using CARES Act funding to replace lost revenues due to COVID-19. The CBW has partnered with a regional firm to assess the economic impacts to the community and the municipality. The CBW call on Congress in the new year to pass a secondary COVID-19 SALT relief bill.

### **Reservoir Dam Rehabilitation/Replacement:**

In 2015, the Alaska Department of Natural Resources identified Wrangell's reservoir dams as the second worst dams in the State. Although stable in a static environment, there is a significant likelihood of failure during a substantive seismic event. A Corps of Engineers Study from 2006 shows 15 homes and nearly 40 residents at risk in a runout zone. That same study identified a new reservoir expansion project as the recommended course of action, but the community did not move forward with the Corps' recommendation because of its overly large scale and high cost. Wrangell believes there is a solution for dam stabilization that will decrease the projected cost from \$50 million to \$10 million. The 2017 WIIN Act authorized funding for non-federal dam rehabilitation and the Congress for the first time has provided appropriations with \$10 million included in the FY 2019 Department of Homeland Security Appropriations Bill. The City and Borough was unable to submit an application last year due to ineligibility. The FY2020 funding package includes an additional \$10 million for this program. Wrangell has moved forward with its update of the community Hazard Mitigation Plan and it is with FEMA for approval. Should we submit an application for funding to rehabilitate our dams, we would appreciate the Delegation's support for the application with the Department of Homeland Security.

### **Water Availability:**

Southern Southeast Alaska (Petersburg, Wrangell and Ketchikan) is in the midst of a moderate drought. The lack of rain and snowpack in 2019 left both our hydro project lakes (Tyee and Swan) and our drinking water reservoirs with minimal water. For more than two decades Sunrise Lake on Woronkofski Island has been considered as a possible hydro/fresh water supply for Wrangell. If changing weather patterns become the "new normal" and the region must find supplemental power and fresh water sources, what was once cost prohibitive may become a viable option. The hydrosite analysis for Sunrise was completed in 2018. If evaluation of the project to serve both hydro power and drinking water needs becomes necessary we hope the delegation will be supportive.

### **Secure Rural Schools (SRS):**

The SRS Program was created by bipartisan legislation in 2000 as a substitute for declining revenue sharing receipts due to reductions in logging on Forest Service lands. Wrangell received \$986,580 last year in the Title I

SRS funds that goes to our schools. The City & Borough of Wrangell thanks the Delegation, specifically Senator Murkowski, for work to pass a two-year extension to the SRS program. The CBW also urges the Delegation to give consideration to supporting legislation that would bring more long-term stability to the program and to those communities it serves.

#### **Federal Payment in Lieu of Taxes (PILT):**

PILT provides partial compensation for the loss of revenue to communities with large Federal property in-holdings which cannot be developed and which are exempt from local property taxes. In Wrangell, 97% of lands within the municipal boundaries are owned by the U.S. Forest Service and will never be open to development. Wrangell's FY 2019 PILT payment was \$474,063. Again, many thanks to the Delegation for a two-year commitment to PILT. We urge continued support for full funding of PILT in upcoming appropriations. Wrangell fully supported the PILT Parity Act, introduced by Senator Murkowski, increasing compensation to localities such as ours that have high Federal land ownership but a low population base. Such an adjustment would more fairly compensate localities that do not have the benefit enjoyed by larger PILT-recipient localities in terms of greater population and tax bases along with more diversified economies. The CBW thanks Senator Murkowski for her work ensuring PILT funding in the most recent Interior Appropriations Bill.

#### **Federal Funding for Hazards Analysis:**

The CBW thanks Senator Murkowski for her work to ensure funding for Hazards Analysis in Alaska was included in the Interior Appropriations Bill. Wrangell needs this funding, at a minimum, to determine slope stability above the local water reservoirs.

#### **Wrangell Opportunity Zone:**

Wrangell is designated as one of the Opportunity Zones provided for in the Tax Cuts & Job Act of 2017. Now that the Treasury Department and IRS have issued final guidance on implementing tax incentives under this program, the Borough looks forward to actively seeking private sector investment in the community.

#### **Wrangell Ranger District – Tongass National Forest**

##### **Zarembo Island Clean-Up:**

The Borough Assembly has made it a priority to address abatement issues in Wrangell. October of 2018 marked the close of the final phase of the Byford Junkyard Clean-Up Project in Wrangell. In the end, the State of Alaska spent three years and \$18 Million to clean and remediate the property. The City & Borough of Wrangell (CBW) is acutely aware that without the financial support from the State's Spill Response Fund and the commitment of the staff at the Alaska Department of Environmental Conservation, the Byford site would have remained one of the worst lead contaminated sites in Alaska's history, leaching hazardous material into Zimovia Strait. The Borough Assembly wants to ensure no situation like this ever happens again. It is with similar concern the Borough lists Zarembo Island Clean-Up as a priority. Zarembo Island is a very popular hunting location within the Wrangell Borough just a few short miles from the community. Hunters use all manner of vehicles to access the old logging roads on the island. Unfortunately, the island, specifically Roosevelt Harbor Parking Lot, has become a dumping ground for old vehicles, equipment, and just plain trash. Junk vehicles, in varying degrees of deterioration, car batteries too numerous to count, fuel tanks and all other types of equipment imaginable that is considered unusable, has been left to rot in place. Zarembo Island is becoming the next Byford lot. The City & Borough of Wrangell respectfully requests the USFS use all regulatory means and public notices possible to enforce the removal of this junk by the responsible parties. As this method is likely to generate little, if any, response, the CBW urges the USFS to bring all available resources to bear to clean up Zarembo Island before it becomes a problem too big to address. The Borough is working with the new Wrangell District Ranger to address this on-going issue and appreciate any support on this matter the Delegation may be able to provide.

### **Transboundary Waters & British Columbia Mines:**

The City and Borough of Wrangell remains concerned over the development of mines in British Columbia and the potential threat they pose to Southeast Alaska's watersheds and fisheries. We appreciate efforts by Alaska's Congressional Delegation to engage with the appropriate officials in the Canadian government and British Columbia province on this difficult transboundary waters issue. The decision by Canada this past year to close and clean up the Tulsequah Chief Mine is a positive step. Wrangell remains concerned about these mines especially because of the number of mines in Canada on tributaries of the transboundary Stikine River in Wrangell's backyard and the local implications to fisheries and water quality. There is still the need to establish joint water quality protocols, conduct independent baselines studies over a multi-year timeframe, and set up water gauge/monitoring stations in the other southeast watersheds so that mining activity can be properly checked. We support continued engagement by the Delegation and U.S. State Department to urge Canada to put in place proper water quality, monitoring, and protections as these mines are developed and operated. On January 14, 2020 the Assembly passed a resolution regarding a transparent process regarding the Tulsequah Chief Mine.

### **Heritage Harbor/Section 5035 WRDA 2007 Final Disposition:**

During the bid process for construction of Heritage Harbor, the estimates for the mooring basin dredging were determined to be roughly \$3 million more than originally expected. The City and Borough sought to have these dredging expenses identified as part of the Federal portion of the project, with the corresponding local cost share. Congress included the following provision in the next WRDA roughly two years after the costs had been estimated and construction of the project had begun. The language also included eligibility for inner harbor facilities as part of the general navigation features of the project. The Corps requested, and the Borough provided cost information on the construction of the project. The final communication was a November 2, 2011 letter from the Borough that provided cost information and a total request for reimbursement of \$13.7 million. February 2019 communication with the Corps of Engineers confirmed that the Alaska Region submits an annual list to Congress of those projects eligible for reimbursement. The Wrangell project is included on the annual list and awaits appropriation. The City & Borough of Wrangell respectfully asks the Delegation to assist in securing appropriation of this authorized reimbursement which would enable continued investment in Wrangell harbors and the Wrangell Marine Yard further strengthening the local economy.

### **Army Corps of Engineers Section 107 Small Navigational Improvements – Shoemaker Bay Harbor:**

The City & Borough of Wrangell has completed work on the replacement of the inner-harbor infrastructure of Shoemaker Bay Harbor. Wrangell put together a funding package for the project that included a \$5 million State Harbor Matching Grant and Harbor Reserve funds. The Borough is prepared to bond to finance up to \$500,000 as the anticipated 50% local match for the Study Phase of improvements to the Shoemaker Bay Harbor breakwater. The breakwater length is insufficient, which significantly contributed to the premature breakdown of the Harbor's interior float system. Wrangell has had communications with the Alaska Region of the Army Corps on early general investigations to dredge the harbor and expand the breakwater under the Section 107 Small Navigation Improvements program. We urge the Delegation to continue full support and funding of the Section 107 Program.

**Sustainable Management of Sea Otters and Shellfish:** The rapid growth of the sea otter population in Southeast Alaska has been a scourge to near-shore shellfish populations and the communities that depend on them. Local subsistence and commercial fishermen are seeing significant declines in crab, urchin, abalone, geoduck, sea cucumber and other shellfish species, resulting in area closures by the Alaska Department of Fish & Game, and an estimated loss of over \$30 million in foregone catch over the last 20 years. The growth of the population of sea otters in Southeast Alaska imminently threatens the sustainability of shellfish fisheries (both subsistence and commercial) and opportunities of mariculture development. The City and Borough of Wrangell supports the

State of Alaska, under the existing MMPA, petition the federal government for management authority of sea otters. The Borough also supports re-introduction of legislation that would expand Alaska Native handicraft business development that has been impeded by undercover sting operations conducted by USFWS, and other restrictive rules on otter products and sale. The Borough also supports use of waiver authority by USFWS to permit co-management of the species with the State and Alaska Native tribes. The Borough passed Resolution No. 01-18-1387 in January, 2018 supporting Sea Otter Management in Southeast Alaska.

#### **Critical Habitat Designation for Humpback Whales:**

The City & Borough of Wrangell approved an official position statement on January 14, 2020 opposing the designation.

#### **Essential Air Service:**

The CBW thanks the Delegation for their continued work to ensure Essential Air Service is fully funded. The Borough fully supports EAS, without which we would not have regularly scheduled service.

#### **Tongass Forest Management:**

The City and Borough of Wrangell supports changes to Tongass National Forest Land & Resource Management Plan to facilitate greater production of timber in Southeast Alaska. This position includes rejection of the 2016 Plan Amendment that shifted production toward young/second growth timber and a reversion back to the 2008 Plan Amendment. The City and Borough supports these changes being accomplished through either legislative means or Forest Service administrative actions. We further ask the delegation to fully support Alaska's effort to develop its own Roadless Rule exemption plan – currently in progress.

#### **Young Fishermen's Development Act:**

The "graying" of Alaska's commercial fishing fleet is a known issue potentially jeopardizing the future of this essential industry. Acquiring the diverse skill set associated with commercial fishing along with initial start-up investment can be prohibitive to overcome. Representative Young and Senator Sullivan have re-introduced bills to authorize \$2 million in annual grants through NOAA's Sea Grant Program to provide training support facilitating the entry of young fishermen into the industry. This training would include vessel operations, sustainable fishing practices, financial management, marketing, and understanding of Federal and State regulations. Eligible recipients to conduct the training would include sea grant, non-profits, tribal organizations, Federal/State agencies, fishermen's coops/associations, and institutions of higher learning. The City & Borough of Wrangell passed Resolution No. 09-17-1379 in September, 2017 supporting this important program.

#### **Federal Aquaculture Legislation:**

In a previous Congress, bills were introduced in the House and Senate to advance the growth of aquaculture in the U.S. The major provisions of the bills (HR 6966 & S 3138 – The AQUAA Act) would establish procedures for the siting and permitting of offshore aquaculture facilities in Federal waters; seek to harmonize Federal regulation of aquaculture operations with other Federal agencies and the States; and establish a national research and development grant program to advance aquaculture technology. The City and Borough is supportive of efforts to promote aquaculture, particularly for mariculture species such as geoducks, shellfish, seaweed and kelp. Mariculture for these and similar species presents an excellent opportunity to diversify our maritime economy, create new jobs and businesses, and promote environmental sustainability and management. However, we believe that Federal aquaculture legal authority must provide an "opt out" for States whose aquaculture policies differ from the Federal government's. In Alaska, the State prohibits finfish aquaculture and it is our view that any Federal legislation should not, either deliberately or inadvertently, override that prohibition.

Dear Mr. Mayor and Assembly members,

I am extremely disappointed with the events that took place during the special assembly meeting on November 12, 2020, and I feel you have damaged, if not destroyed the trust of the citizens you were elected to serve. I am not as upset with the result of the meeting, as I am with how the meeting came about, in direct contradiction to what the residents of the City and Borough of Wrangell had been promised by the assembly. In a news release published on the Facebook page of the City and Borough of Wrangell from November 6<sup>th</sup>, the release stated:

*"The public feedback is being taken into consideration. As a result, action on the item is going to be scheduled for a future special meeting, or the next regular meeting on December 8<sup>th</sup>. Consideration of the mandate will not be on the November 10<sup>th</sup> agenda. Substantial public notice will be given in advance of the meeting where the mandate will be considered. The assembly looks forward to continued interaction with the community about this important matter."*

So you can imagine how surprised I was to receive a phone call on the night of November 12<sup>th</sup> to ask if I had heard about the emergency ordinance, Ordinance 981, mandating masks in all "public settings or communal areas outside of the home." When the individual called me, I actually thought they were joking, after all, the assembly had promised there would be no further meeting on the issue until December 8<sup>th</sup>, or a "special meeting with substantial public notice given in advance of the meeting where the mandate will be considered." Much to my dismay, I found that unfortunately, they were not joking and the assembly had indeed passed the mask mandate at a special meeting with only approximately 3 hour notice to the public and starting at 4pm according to the City and Borough of Wrangell Facebook post time stamped at 1:00 PM on November the 12th. I wouldn't consider a 3-hour notice "substantial public notice." Furthermore, if the assembly truly "looks forward to continued interaction with the community about this important matter," then why not a 24 hour notice to the public, why only a 3 hour notice with the meeting being held while most citizens are still at work?

The First Amendment to the Constitution of the United States of America states:

*"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."*

In my opinion, you managed to violate two parts of the First Amendment by not including a religious exemption in your mask mandate, impacting the "free exercise" of religion, with the key word there being "free." According to the mandate that you passed, anyone in any "communal spaces outside of the home," which would include churches and worship centers of any type, who does not wear a mask would be in direct violation of your ordinance, and now potentially be fined by the city government for not practicing religion while wearing a facemask. The idea that the government could send in law enforcement officers to churches and worship centers and impose fines, disgust me. People turn to religion, especially in times like this and shouldn't have to fear a fine by a government agent on top of what we are all already dealing with daily. Even if the ordinance is not enforced in churches or worship centers, you have still essentially trampled the "free exercise of religion" by passing any ordinance that requires anyone in a church or worship center to do anything dictated by the government, as this is no longer the free exercise of religion. Next, in my opinion, you violated "... the right of the people peaceably to assemble, and to petition the Government for a redress of grievances" by not only holding a



cont. from Jim DeBord

special meeting with three hour notice to the public, but continuing on to pass an ordinance. There is a reason that special assembly meetings, and regularly scheduled assembly meetings have legally required minimum public notice times: to avoid conflicting with the First Amendment to the Constitution of the United States of America. At the very least, holding the meeting in that manner with such little notice is in direct contradiction to the claim that *"The assembly looks forward to continued interaction with the community about this important matter."*

In summary, people aren't upset with wearing a facemask as much as they are upset with the process and the constant hypocrisy of those who make these laws excusing themselves from the laws all over the United States while simultaneously trampling the Constitution. We've seen overreach by government from coast to coast, with mask mandates being found unconstitutional in Michigan, governors and mayors breaking their own restrictions, and restrictions on Jewish worshipers in New York being found unconstitutional by the Supreme Court of the United States. I never thought in my lifetime I would ever see the Supreme Court of the United States be forced to step in and tell our own elected officials restricting the religious freedoms of Jews and Catholics is unconstitutional, but here we are. The Supreme Court ruling on this case should be a wakeup call for all elected officials across the country in regard to religious freedom during COVID-19. It isn't the "3 by 5 inch piece of cloth over someone's mouth and nose" that people are "construing as restricting their freedom" it's the 8.5x11 piece of paper you signed to make this an ordinance punishable by fines, and the other pieces of paper like it being signed by elected officials all over the nation, that people are rightfully construing as restricting their freedom. You have destroyed the trust of the people by promising *"interaction with the community"* and *"substantial public notice in advance of the meeting where the mandate will be considered,"* then sneaking in a meeting with essentially no notice and forcing a mandate of any sort on your constituents. By passing this ordinance, it is no longer an "ask" as you are telling us what must be done or face a fine by the government, and you unfairly passed the buck of enforcing the ordinance to local law enforcement, who have more important issues to deal with than chasing people around for not wearing a mask.

Finally, since I didn't have the chance to voice my opinion on the matter due to the short notice before your action on November 12, 2020, I will now. I would ask the assembly to not consider any further ordinance that does not contain a religious exemption as I feel to continue to do so would continue to be an infringement on the First Amendment rights of all the citizens of Wrangell. I would also ask that you discontinue the mask mandate, and instead work with the community and businesses to offer alternatives. We already have businesses that only allow seniors to enter on certain days and times, why can't the city work with businesses to offer mask only times and days for entry? Last of all, I would encourage the assembly to work with businesses to provide hand sanitizer stations all over town and throughout stores, if the business owners agree. Somehow, government officials seem to have forgotten that viruses travel on surfaces, and personally I worry more about acquiring any virus from touching the doorhandle the other 50 people before me touched. There is a saying, "you will catch more flies with honey than vinegar." I think applying that logic here and working with the community instead of excluding them with such short notice of such a significant meeting then making demands via an ordinance, will have a much better outcome for all members of our community to get through this.

Thank you for your time,

Jim DeBord

From the December 8, 2020 Regular Assembly Meeting  
Patrick Freeman

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**FW: Tuesdays meeting.**

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Mon, Dec 7, 2020 at 1:21 PM

**From:** Bizman Patrick  
**Sent:** Monday, December 7, 2020 11:30 AM  
**To:** Kim Lane <clerk@wrangell.com>; Cyni Crary <ccrary@wrangell.com>  
**Cc:** wolfrapper13@gmail.com  
**Subject:** Tuesdays meeting.

To the Mayor and the Counsel,

In regards to Tuesday's meeting:

**I strongly oppose the Harbor price increase.**

As a citizen, Boat owner, and fisherman of Wrangell I have struggled to make money this year due to Covid's devastating blow on our economy, and prices.

I have worked very hard this year to help the economy in this state for **less than half** what I would normally make. And your plan is to have hard working folks like us give you more money because you can't get your act together?!? Covid may have some hiding under masks but most of us still have to make a living.

Which brings me to my next point.

**Do not implement a Mask Mandate.**

You have no right to tell us what we can or cannot do, and last I looked Wrangell seems to be doing just fine.

I apologize for the crude manner in which I present my statements.

But the answer is not to take or tax more from those who keep the town running.

With regards,



From the December 8, 2020 Regular Assembly Meeting  
Jim Freeman (2 pages)

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**FW: Dec. 8th City Council Meeting**

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**Kim Lane** <clerk@wrangell.com>  
**To:** Cyni Crary <cyni@nolancenter.org>  
**Cc:** Kim Lane <clerk@wrangell.com>

Mon, Dec 7, 2020 at 1:19 PM

**From:** James Freeman <j.freeman@jimboystacos.com>  
**Sent:** Monday, December 7, 2020 11:33 AM  
**To:** Kim Lane <clerk@wrangell.com>; Cyni Crary <ccrary@wrangell.com>  
**Cc:** Michael Lockabey <wolftrapper13@gmail.com>; chadsharismith@gmail.com; carkas@hotmail.com; Patrick Freeman <p.freeman@jimboystacos.com>  
**Subject:** Dec. 8th City Council Meeting

Dear City Clerk, City Council, and Mayor,

I am an American citizen and Wrangell resident. There are many residents and business owners like myself that have the following opinions.

1. We oppose raising harbor moorage rates.

With tourism and commercial fishing revenues down by 50-70%, this is not the time to further adversely impact these struggling businesses, their employees and the ancillary businesses and their employees with rate increases.

If anything you should be helping them by lowering rates so they can survive, not go out of business, and continue supporting the economy of Wrangell.

The majority of businesses (if not all, with the exception of government, Insurance and the medical sectors) have had to reduce expenses and their salaries due to loss of revenue. Maybe you should demonstrate real solidarity with your own community instead of Anchorage and reduce your salaries and expenses like the rest of us have had, and continue to have to do.

2. We oppose any restrictions on businesses, or personal behavior.

Though we respect the desire of the city council and mayor to "protect" the health and safety of the residents, these restrictions (past and presently proposed) are arbitrary at best, and not substantiated by the numbers of illnesses and mortality that are actually associated directly to covid in Wrangell.

cont. Jim Freeman

Item a.

Respectfully, you should establish a number based on a percentage that is publicly acceptable and higher than the past years average of normal illnesses and mortality. This is actual "science" using logic and reasoning based on statistical analysis instead of "personal" opinions that are subjective.

Respectfully submitted for your consideration,

Jim

Sent from Samsung Galaxy smartphone.

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**From:** Michael Smith <tsmith@tsmithak.com>  
**Sent:** Monday, December 7, 2020 1:01 PM  
**To:** Kim Lane <clerk@wrangell.com>  
**Cc:** wolfrapper13@gmail.com  
**Subject:** No Face Mask Requirement and Harbor Fees Stay Low

Hello:

I would like to state my objection to mandatory face mask requirements. I don't have a problem with courteously wearing them for a purpose, but I do have a problem with them being a mandatory requirement.

I would also like to see the harbor fees stay as low as they can to compete with other towns.

Thank you,

Michael Smith

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From the December 8, 2020 Regular Assembly Meeting  
Alesa McHolland

Mon, Dec 7, 2020 at 1:59 PM

Item a.

From: Alesa McHolland <alesamcholland@hotmail.com>  
Sent: Monday, December 7, 2020 1:59 PM

We want no increased harbor fees and no more mask mandate.

Thank you!  
Alesa McHolland

Sent from my iPhone

From the December 8, 2020 Regular Assembly Meeting  
Shelby Smith

Item a.

Mon, Dec 7, 2020 at 2:00 PM

-----Original Message-----

From: Shelby Smith <smithshelby1995@icloud.com>

Sent: Monday, December 7, 2020 2:00 PM

I agree with no increase in harbor fees and no mask mandate.

Thanks,  
Shelby Smith

Mon, Dec 7, 2020 at 2:06 PM

From the December 8, 2020 Regular Assembly Meeting  
Stephanie Cartwright

**From:** Stephanie Cartwright <coachcartwright09@gmail.com>  
**Sent:** Monday, December 7, 2020 2:05 PM

I agree with No increase in harbor fees and No mask mandate.

Thanks,

Stephanie Cartwright

**Kim Lane** <clerk@wrangell.com>  
**To:** Cyni Crary <cyni@nolancenter.org>  
**Cc:** Kim Lane <clerk@wrangell.com>

Mon, Dec 7, 2020 at 4:45 PM

**From:** Edward Rilatos <edrilatos@yahoo.com>  
**Sent:** Monday, December 7, 2020 2:19 PM  
**To:** Kim Lane <clerk@wrangell.com>  
**Subject:** Harbor fees

At this time, I oppose any increase in harbor rates, or any rates for that matter. With what is going on with the pandemic, low fish prices and overall work in general, I feel that this is not the time to implement any increases.

Thank you,

Ed Rilatos



## Kim Lane

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**From:** Bruce and Nancy McQueen <mcqueenbn@gmail.com>  
**Sent:** Friday, December 4, 2020 7:27 PM  
**To:** Kim Lane  
**Cc:** Cyni Crary  
**Subject:** Re: Borough assembly contact info

Thanks Kim,

I feel like it is important to support our assembly members when they seem to represent our views and concerns as constituents. I'm not sure if it is possible to just pass this to Assemblyman Howe. If so, that would be my first choice. If not, I'm not opposed to passing it to the entire assembly.

I heard on KSTK that Assemblyman Howe was interested in examining the decision to close city offices. I think the quote was that "it seemed rushed". After prefacing my comments with a **thank you** to the entire assembly for dealing with more than I would want to deal with over the past year, I would like to second that desire. It seemed unnecessarily rushed to me too. I am not voicing either agreement or disagreement with the actual decision, but I am concerned that there are better ways to deliberate. A large portion of my 27 years of Coast Guard service was as a planner, including the four years after 9-11 when I was head of the Coast Guard's maritime security efforts in Alaska. While I have a strong appreciation for an effective government's ability to respond to emergency situations with wisdom and speed, I think *really good government* seeks every opportunity to have fully vetted contingency plans on the shelf. I find it almost unimaginable that the Governor's statement that triggered the emergency session that resulted in a mask mandate and closure of city government to the public came as a surprise. I certainly expected that it was likely at some point. With that on the horizon as a distinct possibility the proper time to both seek public input, and seek to educate the public on future plans and impacts, was months prior to the Governor's declaration. Calling an emergency session (maybe that isn't the technically correct term, but I hope my intent is clear) virtually guaranteed that many voices wouldn't be heard and many actions would come as a surprise to the population.

I would urge the assembly to do everything possible to avoid surprises in the future. I know the public comment process has been brutal...brutal to the point of embarrassment on occasion. Unfortunately, I think democracy thrives in embracing the brutal at times. Our strength is in both our diversity of opinions and the clarity of our actions. Clarity of action means it is also essential that the assembly 'think out loud'. We should have all known that if there was a statewide spike in cases that one action the city would take was to close certain city facilities to the public. Then even if we don't agree with the decision we can plan our lives to mitigate the impacts.

I think the assembly has done a reasonable job in trying times...but I think the decision process to close public facilities was not a particularly shining example of good government. It appeared rushed. If it was in fact fully premeditated, then it was a colossal failure to inform the public about actions that directly affect many of us. I agree with Assemblyman Howe that we might be able to do better if we go back and examine that decision.

Thanks for all you do!  
Bruce McQueen

Tony Leveque

Kim Lane <clerk@wrangell.com>

To: Cyni Crary <cyni@nolancenter.org>

Cc: Kim Lane <clerk@wrangell.com>

Mon, Dec 7, 2020 at

Item a.

**From:** Tony Leveque <2cklives@gmail.com>

**Sent:** Monday, December 7, 2020 1:24 PM

**To:** Kim Lane <clerk@wrangell.com>

**Subject:** cc:wolfrapper13@wrangell.com

No increase in harbor fees

No mask mandate. Leave the pool and rec center open

Thank you

Tony Leveque

**Mayor and Assembly Members:**

I have been writing letters to the Assembly on a regular bases for the pass few meetings, not because I am a dissident but because I care about this community. I spent many years sitting in the positions you are seated in today, and for the same reasons you also care about the community we live in.

You claim that Corvid 19 can be slowed by wearing masks yet since your mandate there have been more cases announced. Many Letters have been sent to you regarding this subject and I feel have not been considered as alternatives. I contacted one for the members of the Unified Command and was told that they get their information from one source and only one source. Where has (OPEN MIND) gone to? As a member of the Assembly I did my utmost to consider different points of view and was able to express them and if a convincing argument for alternatives arose I would change my mind.

Why don't you place restrictions on in coming travelers instead of people who did not travel? Why don't you use that scenario as a deterrent? Why do we not hear discussions at a Meeting of the Assembly giving consideration to different solutions?

**Don McConachie**

## **Our Fishing Community**

**Wrangell is primarily a Fishing Community. This has been the mainstay for as long as anyone can remember.**

**Tonight you have a public hearing on the Adoption of a 2% raise in the fee structure of the harbor and port facilities.**

**I do understand that this is an Enterprise Fund and needs to stand on its revenues.**

**The greatest amounts of users of these facilities are our Fisherman. We have what I consider a relatively young fleet that have just gone thru a devastating season. Not much money has been made but bills still need to be paid.**

**I would encourage you to wait on this proposed rate increase until the fleet has a chance to recover from a devastating year**

**Don McConachie**



**Kim Lane** <clerk@wrangell.com>  
To: Cyni Crary <cyni@nolancenter.org>  
Cc: Kim Lane <clerk@wrangell.com>

Tue, Dec 8, 2020 at 8:08 AM

-----Original Message-----

From: Mark Armstrong <armstrongteam85@gmail.com>  
Sent: Tuesday, December 8, 2020 7:58 AM  
To: Kim Lane <clerk@wrangell.com>  
Cc: wolftrapper13@gmail.com  
Subject: Fees and mandate

No increase in harbor fees

No mask mandate

Sent from my iPhone

From the December 8, 2020 Regular Assembly Meeting  
Wayne McHolland

**From:** Wayne Mcholland <smcircle@msn.com>  
**Sent:** Monday, December 7, 2020 7:45 PM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Cc:** wolfrapper13@gmail.com  
**Subject:** Mask Mandate

To whom it may concern,

Where to begin....

While a senseless loss of life is less unacceptable, so is the unbridled and uncontrolled desire of a few scared and possibly paranoid people, to force their will upon their friends and neighbors

When COVID19 first manifested itself, things were definitely a bit scary.....if you believed everything you heard, we were all going to die from it. Fast-forward somewhere along the lines of 8 or 9 months (give or take), to present day, and COVID19 has not turned out to be the end of the world as predicted.

Let's do some simple math. The following data is pulled from CDC as reported by the State of Alaska..

At the time of this email, there have been 35,549 confirmed COVID19 cases in Alaska. Unfortunately, of those confirmed cases, 145 have passed on. I am not trying to make light of this, but if one were to divide the number of deaths (145) by the total case count (35,549) you get a percentage or chance of dying from COVID19, and that number is 0.0038% (less than one half percent). This number includes all age groups, and those with underlying health issues. CDC states that up to 45% of the public will contract COVID19 and not even know it. This makes that 0.0038% even less...way less! To quote one old timer I know: "I had to be tested for this deadly disease to even know I had it". Statistically speaking, you are more likely to die in a car crash.

According to the City of Wrangell's website, to date, in Wrangell, there have been 26 COVID19 cases. Of those 26, 24 have recovered, and two are active (12/07/2020).

Now to the mask. A mask is a device designed to give a person a sense of security, like the safety on a gun. Like the safety on a gun, this can be a false sense of security. There are no masks available to the general public that fit any face tight enough to direct air flow completely through them....not one. Thus, the virus is not contained from a contaminated individual, nor does it guarantee protection for an uncontaminated person. This is to say nothing of the improvised face coverings people are wearing.

Every one of us has seen persons with the mask on, not covering their nose. Everyone who does, or has used a mask, pulls it back up over their nose on a regular basis. They achieve this by the fingers on their favorite hand. If this person is uncontaminated, they may very well then contaminate themselves afterwards when they either don't, or forget to wash their hands or face. On the other side of the coin: you have a contaminated person (whether they know it or not), who is regularly "adjusting" their mask, but now grabs the produce, or the groceries on the shelves, or the card swiper pen, or just writes with their finger, then the door handle at the store, bathroom, or wherever. Now everyone else is at risk, just the same as if there was no mask on this person at all.

The problem we are experiencing now, is that a few people are determined to force their will upon the rest of us because they are scared (or whatever their reason). They have they may have the right to be scared, but the math says otherwise. Even if they are spot on, the mask is not their saviour. **ONLY YOU CAN PROTECT YOU**, it is not my job to do so, nor is it anyone else's. I certainly am not relying on anyone else to take care of me, nor should you! To do so would be foolish.

There are ways to protect yourself that are proven, they are simple and easy....social distancing, cleanliness, order out, etc., etc. The friction in this community is not occurring because you want everyone to wear a mask, on the contrary: it is happening because you are **ORDERING** everyone to wear a mask. On top of that you are threatening those that don't with fines and laws you cannot enforce. You may mean well, but you are going about it the wrong way. You cannot enforce the mandate, so why have it? Look what it is doing to this community!

**YOUR ACTIONS** are tearing apart this community.

Wayne McHolland

52 Panhandle

Wrangell, Alaska 99929



Kim Lane <clerk@wrangell.com>  
To: Cyni Crary <cyni@nolancenter.org>  
Cc: Kim Lane <clerk@wrangell.com>

MON, DEC 7, 2020 at 4:40 PM

Item a.

From the December 8, 2020 Regular Assembly Meeting  
Cori Robinson

**From:** cori robinson <crluvsdragons@gmail.com>  
**Sent:** Monday, December 7, 2020 2:22 PM  
**To:** Kim Lane <clerk@wrangell.com>; Cyni Crary <ccrary@wrangell.com>  
**Subject:** Tuesday December 12th meeting

To Whom It May Concern,

I'm writing to voice that I do not agree with nor do I wish to see an increase of Harbor fees.

I do not agree with past or future mask mandates for the City and Borough of Wrangell.

Thank you,

Cori Robinson

2 Mile Zimovia Highway

Wrangell Alaska 99929

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Kim Lane <clerk@wrangell.com>  
To: Cyni Crary <cyni@nolancenter.org>  
Cc: Kim Lane <clerk@wrangell.com>

Item a.

From the December 8, 2020 Regular Assembly Meeting  
Steve Prunella

-----Original Message-----

From: cori robinson <cori\_robinson@yahoo.com>  
Sent: Monday, December 7, 2020 4:35 PM  
To: Kim Lane <clerk@wrangell.com>; Cyni Crary <ccrary@wrangell.com>; Cyni Crary <ccrary@wrangell.com>  
Subject: Tuesday December 8th Council Meeting

To whom it may concern:

I strongly disagree with having any mask mandate. And don't think the current one should be extended.  
Why? what does it prove if there are no cases in Wrangell to begin with.  
This is not L.A. or New York.  
Also, Prove to me a mask works.  
And if they work so good, why is City Hall and other City entities closed to the public?  
If you are getting paid with my tax dollars then go to work!

I would also like to say I am not in favor of any increases in Harbor fees.  
My stall rent has gone up twice in the last Three years.  
Getting a bit steep.  
Thank you  
Steve Prunella  
2 Mile Zimovia Hwy.  
Wrangell

From the December 8, 2020 Regular Assembly Meeting  
Lisa Gillen

**From:** lisa gillen <lgillen68@hotmail.com>  
**Sent:** Tuesday, December 8, 2020 10:01 AM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Cc:** Michael Lockabey <wolftrapper13@gmail.com>  
**Subject:** Harbor fees

To whom it may concern,

I am writing this to voice my opinion about the increase in harbor fees. I feel during this time of uncertainty, that raising harbor fees could be detrimental to so many who are already struggling.

Sincerely,

Lisa Gillen

From the December 8, 2020 Regular Assembly Meeting  
Alex Angerman

-----Original Message-----

From: Alexandra Angerman <aangerman19@gmail.com>  
Sent: Monday, December 7, 2020 10:23 PM  
To: Cyni Crary <ccrary@wrangell.com>  
Subject: Masking Up

Hello,

I'd like to add in a voice in favor of the mask mandate. I'm sure your inbox is flooded while you cover for Kim, thank you for doing this for our community.

The mask mandate has shown to be effective in having the majority of people wear masks in public places. This is not true of everyone, though it has made a huge impact. I know there will be people who dislike wearing them, spreading misinformation about the "risks" associated with masks, and folks having their "rights" taken away, but I know the city is on the side of science and safety.

In my best judgement, the city will do what's right for the people of wrangell whether some residents like it or not. It isn't about the comfort of people or their concerns with liberties, it's about taking any precaution necessary to prevent the virus from taking away our loved ones. Sometimes life can be a bit uncomfortable, and that's okay.

Looking at the state of the nation and of Alaska, knowing that there are seldom beds available for patients with severe symptoms, it seems as though this is the right thing to do. The schools have been doing just fine with them, and they're super proud of all the students for taking it so seriously. If a kindergartner can wear a mask for an entire school day (only with brief breaks) a grown person can certainly wear one in a store for a moment.

If they cannot, they can utilize the pickup/delivery options. :)

Thanks for doing so much for the community,

Alex Angerman

From the December 8, 2020 Regular Assembly Meeting  
April & Walter Stephens

Item a.

**From:** April Stephens <aksnobunny@hotmail.com>  
**Sent:** Tuesday, December 8, 2020 9:39 AM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Cc:** wolfrapper13@gmail.com  
**Subject:** Mask Mandate & Harbor Rate Increase

I am writing the City of Wrangell today to let it be known we do not stand behind a mask mandate. Why have civil rights if the government keeps taking them away, using emergency orders at every turn, to do just that? I believe it should be an individual choice. Isn't that what living in The United States of America is about?

I suffer from compromising health issues as well as a handful of family members. I still believe it comes down to individual choices. We choose no mask mandate.

#### Harbor Rates:

I and my husband pay for 2 stalls. 1 at Reliance and 1 at Shoemaker. Our stall in Reliance has needed some work for some time. The cleats are loose, there is a piece of plywood over the boards that are laid across the walkway to our boat. I don't know how many times I've double tied up our boat for fear of the cleats pulling loose when we have a storm.

In my travels up and down the dock during my work season, I have noticed a major break down of the Inner Harbor area. Iver and Diane Nores' slip is an accident waiting to happen. There is work to be done for sure.

I see some of the staff working diligently to maintain our harbors and others not so much.

We appose the rate increase for our harbors as the harbor needs to be managed better.

Furthermore it does not make sense to up the rates for anything in Wrangell as it does not have a strong economy. We used to have the timber industry and fishing was good. We don't have these resources anymore. The tourism industry was a good fall back but not since Covid-19 has occurred.

Raising rates and taxing the community to death will only further drive people out of the community.

Sincerely,

April & Walter Stephens



From the December 8, 2020 Regular Assembly Meeting  
Bob Lippert

**From:** Bob Lippert <wrangellbob@gmail.com>  
**Sent:** Tuesday, December 8, 2020 11:53 AM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Cc:** wolfrapper13@gmail.com  
**Subject:** Comments for December 8 Assembly meeting

At the time of this email, ICU bed capacity in the state of Alaska is 134 out of 200 including both Covid and non Covid patients. Ventilator capacity is 47 out of 344, and Inpatient bed capacity is 818 out of 1,400. All of these numbers are indicated as still within the "green" according to the covid19.alaska.gov website.

Considering this, I encourage the Assembly to allow the mask mandate to remain expired and allow individual citizens and businesses to decide for themselves how they wish to conduct their lives and livelihoods.

I also encourage the Assembly to open all public buildings and facilities to the taxpaying public for which these facilities exist. It is a disservice to the residents of Wrangell to prevent them from using their facilities or accessing their public employees. If public facilities are closed to the public, the city should determine which city employees to place in unpaid status as these employees are not performing their roles as public servants.

Finally, Assembly meetings should once again take place in City Hall chambers to allow the public access to the governance of their city. In person Assembly meetings is not placing anyone in any more danger than a visit to the grocery store, standing in line at the post office, or travelling on an airplane.

Thank you for your consideration.

Bob Lippert

#1 Evergreen Park

**Cyni Crary** <ccrary@wrangell.com>  
To: "cyni@nolancenter.org" <cyni@nolancenter.org>

Tue, Dec 8, 2020 at 12:00 PM  
Item a.

From the December 8, 2020 Regular Assembly Meeting  
Carla Smith

**From:** Carla Smith <carkns@hotmail.com>  
**Sent:** Tuesday, December 8, 2020 12:09 PM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Cc:** wolfrapper13@gmail.com  
**Subject:** no increase in harbor fees and no mask mandate Bruce sr and Carla smith

Sent from Mail for Windows 10

Cyni Crary <ccrary@wrangell.com>  
To: "cyni@nolancenter.org" <cyni@nolancenter.org>

Tue, Dec 8, 2020 at 12:00 PM

Item a.

From the December 8, 2020 Regular Assembly Meeting  
Karen Lockabey

**From:** Karen Lockabey <lockabey@aptalaska.net>  
**Sent:** Tuesday, December 8, 2020 11:57 AM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Subject:** for city council Dec. 8th meeting

To City council

On agenda item #11 if by amending rates you mean raise them , really, now with the impact covid had on these industries. Surely you intend to lower them and find another way to save on harbor cost.

On item 13a, you propose a new ordinance, 983, to continue the mask mandate with more restriction urged. No!  
no restrictions at this time. No!

Thank Youu,

Karen Lockabey



From the December 8, 2020 Regular Assembly Meeting  
Jeanie Littlejohn

**From:** Jeanie Littlejohn <CarterJ15@msn.com>  
**Sent:** Tuesday, December 8, 2020 1:12 PM  
**To:** Cyni Crary <ccrary@wrangell.com>; wolfrapper13@gmail.com  
**Subject:** Letter for Dec 8th Meeting

To whom it may concern,

I would like to comment on meeting topic of increase of harbor fees. I as a boat owner who pays harbor fees, I do not agree with the plan to increase the fees at this time. I would also like to comment on the topic of mask mandate, I do not support this mask mandate. It should be the individuals/business choice.

Thanks,

Jeanie Littlejohn

**Cyni Crary** <ccrary@wrangell.com>  
To: "cyni@nolancenter.org" <cyni@nolancenter.org>

From the December 8, 2020 Regular Assembly Meeting  
Penny Allen

-----Original Message-----

From: Penny Allen <theallensisters@hotmail.com>  
Sent: Tuesday, December 8, 2020 12:10 PM  
To: Cyni Crary <ccrary@wrangell.com>  
Subject: Meeting

Please deliver to the Assembly:

Please consider opposing harbor rates until we see what an actual year looks like instead of basing it on 2020. The harbor is normally a profitable department.

Please consider opposing extending the mask mandate and implementing new restrictions, as we are low risk and the mandate has caused issues amongst residents and businesses.

Penny Allen  
Cell 907-305-0910  
theallensisters@hotmail.com

Dear Assembly Members,

I would like to argue in favor of extending the mask mandate in Wrangell. My main two arguing points are these:

1. Epidemiologists around the world are strongly urging EVERYONE in affected areas to wear masks. Wrangell is not an exception. Experts support masking. Period.
2. Voting against extending the mask mandate undermines the future actions of the Assembly.

Wearing masks is one of the simplest, most accessible ways we can slow the spread of this virus and save lives. And, most importantly, "The main protection individuals gain from masking occurs **when others in their communities also wear face coverings**," according to the CDC.

Some argue that a mask mandate is a government overstep. Maybe it is. But if we compare the burden of wearing a mask in the grocery store for 20 minutes with the burden of losing treasured members of our community, the choice should be clear.

When it comes to most issues facing the community of Wrangell, members of the Assembly do well to consider public opinion and what the people of Wrangell want for their town. In this instance of unprecedented risk to public health, however, public opinion is no longer the most important factor. There are plenty of safety laws that no one likes, that doesn't mean we discontinue them.

According to public comment entered into the official record, the mask mandate had a hearty amount of public support when it was enacted in November. Consider that the number of people in support of the mandate is unlikely to have changed – i.e. if people supported it then, they likely still support it a month later.

When the Assembly passed the mask mandate in November, the members made a promise to this community that our health comes first. By backsliding and allowing the mandate to almost immediately expire, the Assembly would undermine its own authority and credibility.

Masking in Wrangell has gone relatively smoothly over the last month. New COVID cases are low, and popping up one at a time. Masking is working. Why would we axe such a simple tool that has proven its efficacy time and time again?

Please vote to extend the mask mandate.

Thank you.

Sincerely,  
Michelle Dutro

Dear Assembly Members,

As a Wrangell resident, I would like to voice my support for the extension of the mask mandate in Wrangell.

Based on scientific evidence, expert advice, and examples from other countries, universal use of masks could save lives, would reduce the spread of the disease, reduce hospitalizations, and hopefully help us return to our normal lives more quickly.

Masking has been working well so far in Wrangell, and I see no reason to discontinue the practice.

Thank you,  
Brendan Jackson

To: "cyni@nolancenter.org" <cyni@nolancenter.org>

Tue, Dec 8, 2020 at 3:44 PM

From the December 8, 2020 Regular Assembly Meeting  
Greg & Carrie McCormack

Item a.

**From:** Greg & Carrie McCormack <mccorm@aptalaska.net>  
**Sent:** Tuesday, December 8, 2020 3:42 PM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Subject:** Covid restrictions

Hi Cyni,

I hope this is in time for the meeting. We just wanted to put our 2 cents in and let you know that we are also opposed to restrictions on businesses and personal behavior at this time.

We've been doing a lot of traveling and have seen the different States and how it has affected them. We see that the States that have less restrictions are far better off than those that do.

Thank you,

Carrie McCormack & Greg McCormack



**December 8, 2020** From the December 8, 2020 Regular  
 Good evening – Assembly Meeting - Valerie Massie

Thank you to the EOC and Assembly for considering extending the local mask mandate “to help prevent any potential interruption to our local economy and activities.” We *still* need operate **safely** to help our kids, economy and well-being stay afloat. The mandate itself is a lax one; it excludes people from wearing a mask if they are not medically able and does not require any proof or explanation of this. The consequence is a \$25 fee, but I’m not sure if any of these have been charged. One change I have seen since the initial enactment of the mask mandate is

Since I wrote my first letter in support of a mask mandate one month ago, we went from having 1 positive, asymptomatic case to having two more positive cases, one of which is symptomatic. This may not seem alarming to those who oppose wearing a mask, but I still cannot agree with or excuse the mindset at *this point* in the year. Why continue to wait for tragedy and emergencies to act? With the storms, power outages, wind-felled trees, narrow misses, landslides, and tragedies happening all around us and in Wrangell, why add more risk by not requiring masks to an already stressed and risky time?

I have heard the arguments against the mandate, and I have yet to hear one that gives any real benefit to not enacting a mandate. When it was initially enacted, it was for all the same reasons that are still (and are even more so) relevant now. Now, we are in an even worse state: free community asymptomatic testing is set to run out on December 19<sup>th</sup>. Yes, community members can still get tested at the airport, but this makes it much less convenient and therefore less likely for people to go. We still have the Christmas holiday, which inevitably means more travel and more gatherings indoors. Since the last meeting about this mandate, the Alaska-wide positive case and death count has continued to rise. It’s the same throughout the US, where travel is expected to spike during the holiday season. “Last week included the state’s highest ever daily reported case tally, with 933 reported Saturday. As infections continue to rise, so does concern from officials about potential for the state’s hospitals becoming overwhelmed.” – (AND, updated this morning 12/8/20).

There are free masks at City Market, at the library and at the WCA Cultural Center to my knowledge. I’m sure there are more that I don’t know about. There are free online tutorials for simple, free, homemade masks and face coverings. This is also Alaska in December; there are spare scarves, buffs, t-shirts available at home or at the Legion with which to make one if you cannot afford one. Volunteers who have hand-sewn reusable face masks and denied payment because they care that much for their community.

I will repeat what I stated one month ago: I am not for a mask mandate; I am for mask usage. No one enjoys being told what to do. But at a certain point, we as adults run out of chances to prove that we can take care of ourselves and others. Therefore, I believe we should enact a mask mandate that extends at least until the end of the year or better yet, through the holiday season. This period of time will give us a chance to see how our community, the state and the country fare with cases during the holiday season, and then we can re-evaluate.

I have seen and heard a good number of people saying, “We don’t even have any cases.” Well, we do again, and why we should wait for an emergency or tragedy to take care of each other? Other small towns and large cities have suffered terrible losses. It is disrespectful of us to not learn our lessons because its uncomfortable or an inconvenience.

It’s pretty much winter. Pro-mask or anti-mask, we all miss traveling freely and seeing loved ones. We are all tired and worn down by this year and fighting with each other. It doesn’t have to be all or nothing. We can have gatherings in our personal time and go see family, and not risk leaving a wake of illness behind us. Wearing a mask around others in public and washing hands for 20 seconds is the third option. It’s the way that we can have both health *and* togetherness.

Wrangell as a whole – The City and Borough, SEARHC and WCA and individual community members – have been given enormous amounts of relief and emergency money. As a community, others have taken care of us; it is our responsibility to take care of ourselves.



cont. Valerie Massie

Item a.

Respectfully,

Valerie Massie

From the December 8, 2020 Regular Assembly Meeting  
Tanner Smith

**From:** tanner smith <tannersmith@gmail.com>  
**Sent:** Tuesday, December 8, 2020 3:51 PM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Cc:** wolftrapper13@gmail.com  
**Subject:** Mask mandate and harbor fees

We appreciate the commitment and care each assembly member has for our community. Our governor did not make a blanket mandate because he knew that each community in Alaska is unique. By not dictating mandates, he is allowing Wrangell (and other small communities) to create our own safety standards. As an Island, besides personal craft, Wrangell has one avenue in and one avenue out...Alaska Airlines. Precautions have already been put into place to test individuals coming into the island. If this testing and quarantine time truly works, a mask mandate is null and void.

By implementing the mask mandate prior to a covid "outbreak" in Wrangell we are going to deal with mandate fatigue and continued economic hardship. The assembly implemented this mandate because of the fear of rising cases in Anchorage. We had 1 quarantined case in town. However, this is Wrangell, NOT Anchorage. Please consider a threshold level number of cases in town before reinstating the mask mandate. For example at a high school my uncle teaches at in Utah, when more than 15 cases are reported from students in a given amount of time, the school shuts down and classes are done online or by Zoom. We could have the same concept in Wrangell with health related mandates.

As far as harbor fees, rarely do increased costs ever come back down. Look at our barge shipping rates that increased during the high fuel costs a few years ago and are higher today than they were then. We would love to be corrected on this if we are wrong!

Before increasing taxes or rates, please exhaust every possible option. 2020 has been a financially hard year for many boat owners.

Thank you for your consideration.

Tanner and Amy Smith

From the December 8, 2020 Regular Assembly Meeting  
Alex Freericks

**From:** Alex Freericks <alexfreericks@gmail.com>  
**Sent:** Tuesday, December 8, 2020 3:44 PM  
**To:** Cyni Crary <ccrary@wrangell.com>  
**Subject:** Mask mandate

I am home visiting my parents in the lower 48 and a friend asked me to write an email speaking up about extending the mask mandate.

A week ago I was excited to hear that Wrangell was enforcing masks in town. Although it feels as though we live in a bubble and can't be harmed it was nice to hear that Wrangell was finally enforcing the one thing that has been proven to stop the spread of COVID-19. We have been behind on enforcing masks from the beginning and though the numbers of covid cases has been low it is important to stay safe.

Spending time in the lower 48 has been extremely eye-opening to the impact that Covid has on friends family and community overall. I care about Alaska and I care about the health of Wrangell and it will be important to continue wearing masks to be able to prepare for the surges of COVID-19 that are to come. It is a simple thing that makes a big difference. We need to show the strength of our community by standing together on this decision and mask up.

—

Alexandra Stone Freericks

Assistant Manager

Alaska Crossings Wilderness Therapy

SEARHC

Phone: (480)227-3383

Email: alexfreericks@gmail.com

**Minutes of Regular Assembly Meeting**  
**Held on December 8, 2020**

Mayor Prysunka called the Regular Assembly meeting to order at 7:00 p.m., December 8, 2020 by Zoom teleconference. Assembly Member Powell led the pledge of allegiance and the roll was called.

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

ABSENT: DECKER

Borough Manager Von Barga and Acting Deputy Borough Clerk Crary were also in attendance.

**CEREMONIAL MATTERS**

A Certificate of Service was presented to Julie Decker for her service on the Economic Development Committee from 2004 through 2020.

An Award for Distinguished Municipal Service during the COVID19-19 pandemic was presented to the City & Borough of Wrangell from the Alaska Municipal League.

Representative Dan Ortiz, gave a Legislative update for Fiscal Year 2021.

**PERSONS TO BE HEARD**

Michael Lockabey, resident spoke in opposition to an increase Harbor rates and the potential Mask Mandate Ordinance.

DJ McConachie, resident spoke in opposition to a Mask Mandate and increase to Harbor rates.

**AMENDMENTS TO THE AGENDA**

***Gilbert/Powell moved to remove Item 13a from the Agenda.***

Prysunka stated that the Emergency Ordinance for the Mask Mandate was brought forward at an Emergency Meeting due to the Governors call to action; have been hoping that the Governor would have come forward and either state that communities should do something or that the State is "okay"; that has not been done; was told by the head of the State EOC, Mr. Fisher, that in response to his (Mayor's) question on where we are at- that things are bad up North, staff are sick, limited bed capacity, Mr. Fisher stated that the State is fine, staff situation is fine, hospitals are not overrun, more than enough ICU beds and regular care beds; we responded not because of what we have or don't have here, but because of where we go if someone gets sick. Prysunka stated that because of Mr. Fisher's response, our rationale is no longer valid.

Gilbert stated that medical officials and State officials are still cautioning that the statistics on the State Dashboard reporting is lagging; Wrangell residents need to be aware that due to staffing and bed availability, residents still may need to be medivaced out of town.

***There were no objections to this amendment.***

**CONFLICT OF INTEREST**

Courson declared a potential Conflict of Interest since her wife works for the Police Department and is a Union member. Prysunka stated that he did see that as a conflict and therefore, he would not be participating in the Executive Session.

#### CONSENT AGENDA

- a. Minutes of the November 10, 2020 Regular Assembly Meeting
- b. Minutes of the November 12, 2020 Emergency Assembly Meeting
- c. Minutes of the November 19, 2020 Special Assembly Meeting
- d. Minutes of the November 23, 2020 Special Assembly Meeting
- e. Final Plat Approval of the Alaska Trust Land Survey 2020-2, Johnson/Harrison Subdivision, a Subdivision and Replat of a Portion of Lot 2, Trust Land Survey 2018-9, Creating Lots 2A, 2B and 2C
- f. POA-2020-00447 Rolland Curtis Permit Application to Restore Piling for Floating Dock
- g. CORRESPONDENCE: Action from the November 9, 2020 Special School Board Meeting
- h. CORRESPONDENCE: Action from the November 16, 2020 Regular School Board Meeting
- i. CORRESPONDENCE: Action from the November 30, 2020 Special School Board Meeting

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

#### BOROUGH MANAGER'S REPORT

Captain Dorianne Sprehe provided the local and State COVID-19 report.

Manager Von Bargaen's report was provided.

#### BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS – None.

#### MAYOR AND ASSEMBLY APPOINTMENTS

**10a** Board and Committee Appointments

Mayor Prysunka stated that a letter of interest had been received from Jacob Hale for the Economic Development Committee appointment, expiring October 2023. Prysunka appointed Mr. Hale to fill that vacancy. There were no objections from the Assembly.

#### PUBLIC HEARING

**11a RESOLUTION NO 12-20-1554** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FEE SCHEDULE ADOPTED IN RESOLUTION 02-20-1512, REFLECTING THE PRIOR ESTABLISHED FEE INCREASE OF 2%, EFFECTIVE JULY 1, 2020 FOR HARBOR AND PORT FACILITIES

Mayor Prysunka declared the Public Hearing open and asked if there was an administrative report.

Von Bargaen stated that the rate increase went into effect on July 1, 2020 and this is not an additional rate increase; there was a 5-year rate plan in place and codified prior to the Ordinance being adopted



to enact a fee schedule and remove the rates from the Code; the Assembly will consider another 2% increase (following the previously adopted 5-year plan) in 2021.

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

***M/S: Gilbert/Morrison to Approve Resolution No. 12-20-1554.***

Courson clarified that this 2% increase was already put into play and this is not a new increase; Von Bargaen clarified that yes, the 2% increase was already included in the July 1<sup>st</sup> billings.

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

UNFINISHED BUSINESS – None.

#### NEW BUSINESS

~~**13a EMERGENCY ORDINANCE NO. 983** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976 AND 980 AND EXTENDING THE REQUIREMENT OF FACE COVERINGS IN CERTAIN INDOOR SETTINGS, AND THE PENALTY IN THE WRANGELL MUNICIPAL CODE ESTABLISHED IN EMERGENCY ORDINANCE 981, AND STRONGLY URGING OTHER MITIGATION ACTIONS~~

#### **13b a** Presentation of Borough Facility Re-Opening Plan

Von Bargaen explained the reopening plan to the Assembly and stated that City Hall and other city facilities would be reopening on December 9, 2020 with modified mitigation measures in place. The mask requirement will not be removed from city facilities.

Department Heads Miller, Crary, Villarma, and Thomas explained the mitigation measures that will be in place for reopening.

Chief Radke gave an update on the DMV office training and opening.

*Recessed Regular meeting at 8:40 p.m.*

*Reconvened Regular meeting at 8:56 p.m.*

**13e b ORDINANCE No. 982** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOTS 1A, 1B AND 1C, ETOLIN-SPRUCE SUBDIVISION FROM MULTI-FAMILY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL

***M/S: Howe/Powell to Approve First Reading of Ordinance 982 and move to a Second Reading and Public Hearing to be held on January 12, 2021.***

Von Bargaen explained that the Assembly had approved the Zone change on November 10, 2020 for the Etolin lots that the City will be putting up for sale, to change the lots from Multi-Family to Single-Family.

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

**13d c** Approval of Expedited Settlement Agreement with the Alaska Department of Environment Conservation in the amount of \$17,750 for Violation in the Marine Service Center for Failure to Meet Training and Inspection Requirements of the Storm Water Pollution Prevention Plan (SWPPP)

***M/S: Gilbert/Morrison to Approve Expedited Settlement Agreement with the Alaska Department of Environment Conservation in the amount of \$17,750 for Violation in the Marine Service Center for Failure to Meet Training and Inspection Requirements of the Storm Water Pollution Prevention Plan (SWPPP).***

Von Barga provided an explanation of this violation to the Marine Service Center Yard; expedited settlement was determined by the Department of Environmental Conservation, based on our capacity to pay. Von Barga stated that Port and Harbor Director has put new mitigation measures in place so that this does not happen in the future.

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

**13e d RESOLUTION No. 12-20-1555** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2021 BUDGET IN THE CPATIAL IMPROVEMENT FUND BY ACCEPTING A GRANT FROM HOMELAND SECURITY IN THE AMOUNT OF \$411,614.81 FOR NOLAN CENTER GENERATOR UPGRADE, EMERGENCY DISPATCH COMMUNICATION CONSOLE, AND PORT AND HARBORS SURVEILLANCE SYSTEM AND AUTHORIZING ITS EXPENDITURE

***M/S: Powell/Morrison to Approve Resolution No. 12-20-1555.***

Von Barga outlined the funding package included three different capital projects in the City.

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

**13f e** Approval of Additional Cares Act Funding in the Amount of \$60,000 for Community Grant Awards

***M/S: Powell/Howe to Approve Additional Cares Act Funding in the Amount of \$60,000 for Community Grant Awards.***

Von Barga explained that the community grant application that had been received, were in excess of \$60,000 of the previously approved CARES Act Funding for the Community; this request is to pay those outstanding grant requests.

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

**13g f** Approval to Use \$10,244 in Additional Funds from the State of Alaska Hospital Grant for Construction of the Pharmacy in the New Wrangell Medical Center Campus

***M/S: Morrison/Powell to Approve use of \$10,244 in Additional Funds from the State of Alaska Hospital Grant for Construction of the Pharmacy in the new Wrangell Medical Center Campus.***

Von Bargaen stated that the Assembly had previously approved the use of \$240,000 from the Hospital Grant so that the hospital could put the pharmacy up at the new medical campus; the project needs an additional \$10,244 to complete this project.

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

**13h g** Approval of the FY 2022 Capital Improvements Plan Priority List for Submission to the State of Alaska Designated Legislative Grants Program (CAPSIS)

***M/S: Gilbert/Morrison to Approve the FY 2022 Capital Improvements Plan Priority List for Submission to the State of Alaska Designated Legislative Grants Program (CAPSIS).***

Amber Al-Haddad, Capital Facilities Director provided the project priority list explanation and decision making in the compiling of the list.

Von Bargaen stated that if the Assembly approves this list, Staff will bring this back in Resolution form, for the Assembly to approve.

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

#### ATTORNEY'S FILE

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

#### EXECUTIVE SESSION

**15** Discuss and Provide Update of the Status of the Collective Bargaining Negotiations

***M/S: Gilbert/Morrison Pursuant to AS 44.62.310 (c)(3), that we go into Executive Session, and invite the Borough Collective Bargaining Team, to discuss and provide an update of the status of the Collective Bargaining Negotiations, a matter "which by law, municipal charter, or ordinance" is required to be confidential. Motion approved unanimously by polled vote.***

*Regular Meeting recessed into Executive Session at 9:25 p.m.*

*Regular Meeting reconvened back into Regular Session at 9:56 p.m.*

Prysunka reported that there was no action to be taken.

Regular Assembly meeting adjourned at 9:56 p.m.

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Stephen Prysunka, Mayor

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

**Minutes of Special Assembly Meeting  
Held on December 18, 2020**

Mayor Stephen Prysunka called the Special Assembly meeting to order at 4:00 p.m., December 18, 2020, held by Zoom Teleconference.

PRESENT: COURSON, DECKER, PRYSUNKA, GILBERT, POWELL, HOWE

ABSENT: MORRISON

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

**PERSONS TO BE HEARD – PUBLIC CORRESPONDENCE – None.**

**AMENDMENTS TO THE AGENDA**

***M/S: Powell/Gilbert moved to remove Items b and c from the Agenda.***

Powell stated that the Union had not been able to come to an agreement with their workers on these Agenda Items.

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

**CONFLICT OF INTEREST – None.**

**ITEM(s) OF BUSINESS:**

**7a** Potential Presentation: Dr. Anne Zink (Invited), COVID-19 Statewide Update

Dr. Anne Zink provided a COVID-19 vaccine report and explained the vaccine allocation roll-out plan; We are in phase 1A right now; includes Hospital and Healthcare Workers, Long-term care facility residents and workers, and Emergency personnel.

Awaiting the guidelines for which group will be getting the vaccine next.

~~**7b** Approval of MOU with the IBEW to Adopt Bi-Weekly Payroll Beginning January 1, 2021~~

~~**7c** Approval of Amendment to City & Borough of Wrangell Personnel Policies Section 402 Pay Days~~

**7d b** Approval of CARES Act Grant Funding Final Spending Plan

***M/S: Gilbert/Powell to approve CARES Act Grant Funding Final Spending Plan.***

Von Bargen explained how the unspent expenditures were figured; number of things that have been authorized but not yet paid or fully paid; also explained the outstanding funding requests for COVID CARES Act Grant funding; actual costs

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

**7e c** Approval of Contract with CURTIS in an Amount up to \$301,519.03 for SCBAs

***M/S: Howe/Decker to approve Sole Source Contract in Conformance with Wrangell Municipal Code Section 5.10.050 I for the Purchase of SCBAs from Curtis up to the Amount of \$301,519.03.***

Von Bargen explained that confirmation to spend CARES funding for this item

Will replace air packs that are between 15 and 20 years old; old packs are not supported any longer; with the current air pack mask regulator, you breath in and out the same air which has the risk of virus contamination; new ones do not have that feature which is much safer.

Von Bargen stated that the Water and Sewer Departments, in addition to the fire department, will also receive the SBCAs.

Von Bargen stated that the Sole Source request is because we are following the same government procurement process that we used when we purchased the fire truck.

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

**7f d** Approval of Contract with NC Machinery in an Amount up to \$46,514 for a 60KW Generator for Back-Up Power for the Airport Runway Lights

***M/S: Gilbert/Decker to approve Sole Source Contract in Conformance with Wrangell Municipal Code Sections 5.10.050 B and F for the Purchase of a 60KW Generator from NC Machinery up to the Amount of \$46,514.***

Von Bargen explained the specifics of the purchase request for the 60KW Generator; this is for the generator and trailer; may be cheaper if the purchase is not going to include the trailer; sole source because we the generator that we are purchasing is only sold through NC Machinery.

Prysunka explained the importance of having airport runway lights in the event of a power outage.

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

**7g e RESOLUTION No. 12-20-1556 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE GENERAL AND COVID-19 PANDEMIC FUNDS TRANSFERRING UP TO \$15,000 FROM GENERAL FUND RESERVES TO THE COVID-19 PANDEMIC FUND FOR THE PURPOSE OF COVERING COVID-19 RELATED EXPENSES FOR DECEMBER 31, 2020 THROUGH JANUARY 31, 2021 AND AUTHORIZING ITS EXPENDITURE FOLLOWING EXPENDITURE AND EXPIRATION OF CARES ACT GRANT FUNDING AND PRIOR TO NEW FEDERAL RELIEF FUNDING**

***M/S: Powell/Decker to approve Resolution No. 12-20-1556.***



Von Bargaen explained that this request is being brought forward to make sure that COVID related expenses can be paid if there is no continued funding support or if there is additional funding support, if that support is delayed.

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

Special Assembly meeting adjourned at 5:04 p.m.

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Stephen Prysunka, Mayor

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

**BOARD ACTION**

**WRANGELL PUBLIC SCHOOL BOARD  
REGULAR MEETING (PAGE 1)  
DECEMBER 14, 2020**

**FOR DETAILS, CONTACT:**

DR. DEBBE LANCASTER

SUPERINTENDENT

DIRECT PHONE: 907-874-2347

- Approved the agenda as presented
- Approved the Regular School Board Meeting minutes of November 16, 2020 as presented
- Approved the Special School Board Meeting minutes of November 30, 2020 as presented
- Approved offering extracurricular contracts:
  - Tawney Crowley, Elementary Drama
  - Katelyn Reeves, Middle School Student Council
  - Lorna Salchenberg, Elementary School Student Council
- Reviewed the resignation of Cindy Martin, Paraprofessional
- Accepted the Fiscal Year 2021 Budget as revised
- Discussed the Fiscal Year 2022 Budget Assumptions & Timeline
- Accepted the APEI Safety Equipment and Training Grant Award
- Approved the application and accepted the award of:
  - Carl Perkins Grant
  - CARES Grant
  - ESEA Grant
  - Special Education Grants
- Accepted the first reading of:
  - Board Policy 4211, Classified Staff Recruitment and Selection
  - Board Policy 5141.42, Professional Boundaries of Staff with Students
  - Board Policy 5145.3, Nondiscrimination
- Accepted the second reading of:
  - Board Policy 0300, Strategic Plan
  - Board Policy 3100, Budget
  - Board Policy 4111, Certified Staff Recruitment and Selection
  - Board Policy 5040, Student Nutrition & Physical Activity
- Reviewed Board Policy 7400, Evaluation of Board Operational Procedures
- Adjourned

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

## AGENCY REVIEW

This is notification that the Southcentral Regional Land Office (SCRO), Leasing Unit, received an application for a 10-year aquatic farmsite lease in accordance with AS 38.05.083, authorizing the use of 2.99 acres, more or less, of state tide and submerged lands located in Madan Bay, Eastern Passage, Alaska. The purpose of this notice is to gather input before a decision is made on this activity.

<u>Case #</u>	<u>Location</u>	<u>Area Plan</u>
<b>ADL 233635</b>  <b>Robert Lemke dba Salt Garden Farms</b>	SE1/4 of Section 17, Township 63 South Range 85 East Copper River Meridian Approximate area: 2.99 acres	Central/Southern Southeast Area Plan Region 4: Wrangell Map: 3-20 Wrangell - East (Bradfield Canal) Designation: Ha-Habitat, Hv-Harvest Classification: Wildlife Habitat Land

Robert Lemke dba Salt Garden Farms has requested a lease for the installation of a submerged longline culture system using seeded line produced from a permitted hatchery for the commercial growth and harvest of one local species of kelp, ribbon kelp (*Alaria marginata*). The proposed lease is located in Madan Bay, Eastern Passage, approximately 9.5 nautical miles southeast of Wrangell, Alaska.

After review and adjudication, SCRO may issue an authorization with stipulations for the activity. The activity may be modified during the review and adjudication process. SCRO reserves the right to determine the term and size of the lease.

You are invited to review the enclosed application materials and comment. Please direct written comments to Karen Cougan at the address above, or send via email to [karen.cougan@alaska.gov](mailto:karen.cougan@alaska.gov), or by fax to (907) 269-8913, no later than **January 26, 2021**. You need not respond if you do not have any recommendations. The purpose of this notice is to gather input before a Preliminary Decision is made to ensure that issuance of the proposed lease will be in the best interests of the State of Alaska. If you have any questions, please call me at (907) 269-8543.

Sincerely,

Karen Cougan  
Natural Resource Specialist III

**Salt Garden Farms- Madan Bay Parcel**  
**Alaria Marginata (Ribbon Kelp)**  
**Wrangell, AK**  
**Revised 07/27/2020**

1. **Site Location-** Salt Garden Farms is applying to lease submerged tidal lands in Madan Bay. Madan Bay is a 2,500 foot wide bay that empties into the Eastern Passage between Wrangell Island and the mainland. The upland areas are owned by the USDA Forest Service- Tongass National Forest, administered by Wrangell Ranger District. The lease is located 9.5 miles south east from Wrangell.
2. **Site Dimensions and acreage-** The project will be 300 feet X 435 feet, totaling 2.99 acres.
3. **Total acres of all parcels-** This application is for one parcel.
4. **Species to be cultivated-** Alaria Marginata ( Ribbon Kelp)
5. **Culture Method-** Salt Garden Farms intends to cultivate Alaria Marginata (Ribbon Kelp) using seed line cultured with stock gathered in the late summer from areas in Earl West and Blake Channel. Figure 4a shows the closest location of seed stock to the farm site. Both locations are within the 50 km requirement. The seed line will be attached to growlines in the early fall and harvested in late spring of the following year. Alaria will be grown using the suspended rope culture method. The equipment will be monitored through out the growing season.

Salt Garden Farms will be cultivating Alaria Marginata (Ribbon Kelp) using suspended lines with anchors and bout system to mark the area and maintain depth. The  $\frac{3}{4}$  inch lines will be anchored at 50 foot intervals. Each corner will have a 2,000 pound concrete anchor with stay lines to stabilize the system. The seed line will be 200 feet in length and of 1/16 inch rope. The seed line will be wrapped and tied to the growlines. The growlines will be regulated for depth by a weight and attached bouy.

**6. Gear (type, size, number, configuration, material, mesh size, and anchoring system)**

Equipment for the cultivation of *Alaria Marginata* by Salt Garden Farms will consist of four 2000 lb concrete anchors at the corners of the parcel. Each anchor will have a 75 foot anchor line with a mooring buoy attached. On two sides of the parcel there will be 385 feet of  $\frac{3}{4}$  inch longline. Between the longlines there will be forty eight lengths of  $\frac{7}{16}$  inch growlines 250 feet in length that will have the seed string wrapped and tied. In the center of each growline will be a flotation buoy to maintain growing depth. Each growline will be 8 feet apart.

**7. Equipment (type, size, number, configuration, material, and anchoring system)**

Equipment for the cultivation of *Alaria Marginata* by Salt Garden Farms will consist of 4 2000 lb concrete anchors at the corners of the parcel. Each anchor will have a 75 foot anchor line with a mooring buoy attached. On two sides of the parcel there will be 385 feet of  $\frac{3}{4}$  inch longline. Between the longlines there will be 48 250 foot lengths of  $\frac{7}{16}$  inch growlines that will have the seed string wrapped and tied. In the center of each growline will be a flotation buoy to maintain growing depth. Each growline will be 8 feet apart.

**8. Harvest equipment and method**

Harvest will take place in the spring and be done by boat. The boat will pull the growlines up and suspend them for hand harvest of the *Alaria*. The *Alaria* will be rough sorted by type in to bailing bins. The bins will be filled with water to preserve the *Alaria* and transported by tender to facility at Ketchikan or Wrangell.

**9. Support Facilities (type, size, number, configuration, material, and anchoring)**

No support facilities are planned

**10. Access to and from site**

Access to the site will be by boat. There is a boat launch accessible by road from Wrangell at Earl West 3.8 miles from the farm site directly across the Eastern Passage. Larger boat access is possible by Wrangell harbors. Maintenance checks and short term access will be from Earl West by skiff. If needed larger boat access will be used and may be anchored in the bay. It is predicted that out planting and harvest will use the larger boat and skiff and will take approximately two weeks. Maintenance and monitoring will be bi-monthly or as needed and use the Earl West launch for the skiff and take approximately 2 hours each.

**11. Storage location of equipment and gear when not in use**

Storage of equipment and gear will be stored on private land in Wrangell.



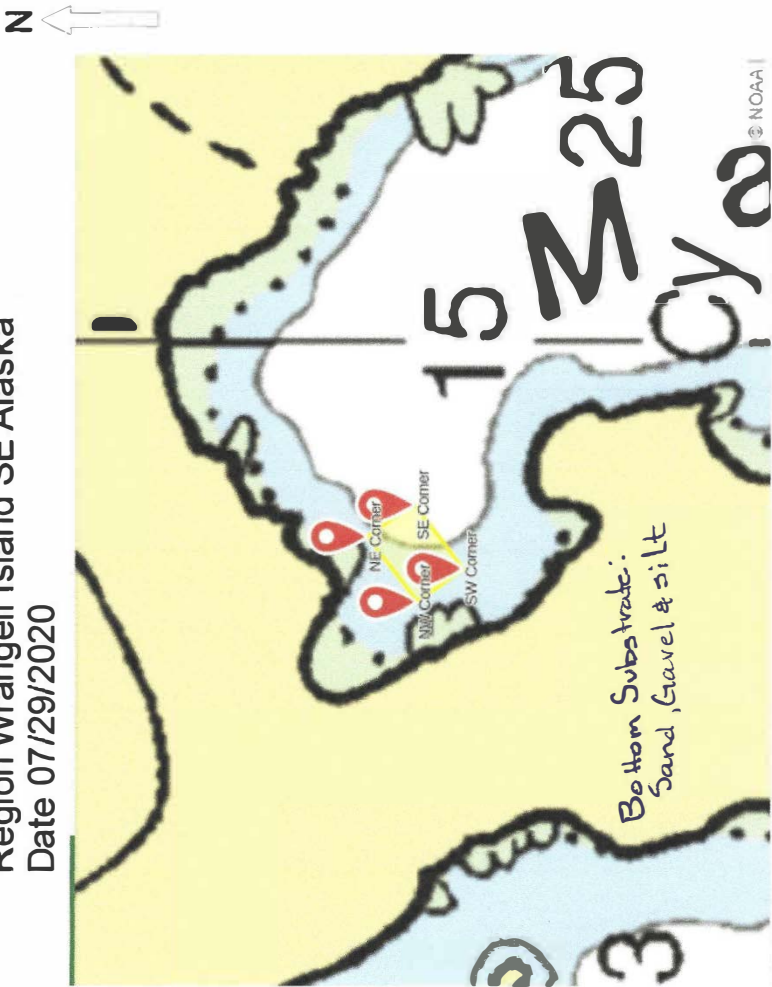
Figure 1- General Location Map- USGS  
 Salt Garden Farms- Madan Bay Parcel  
 Water Body- Eastern Passage  
 Region Wrangell Island SE Alaska  
 Date 07/29/2020



Petersburg B1 and B1NE USGS Quad

Scale 1" = 2.64 miles

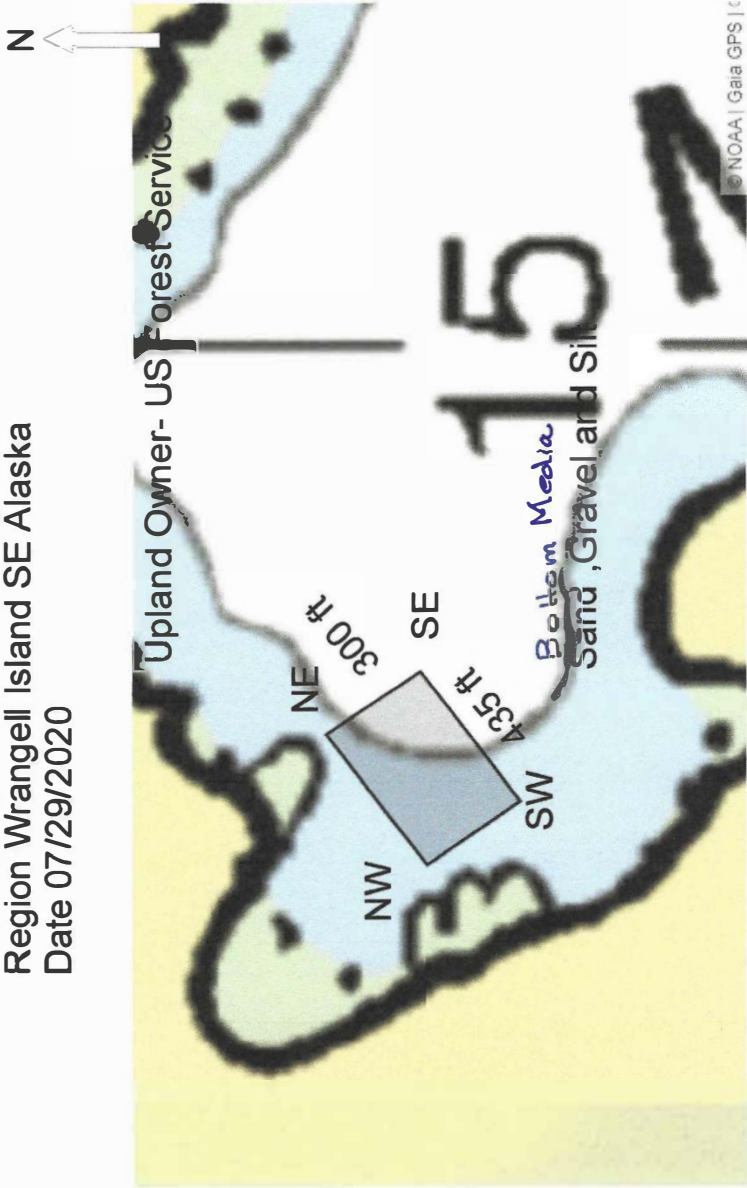
Figure 2- Detail Location Map- NOAA  
Salt Garden Farms- Madan Bay Parcel  
Water Body- Eastern Passage  
Region Wrangell Island SE Alaska  
Date 07/29/2020



NOAA Chart 1738S	NE Corner	56.40246	-132.17156
Area=2.99 acres	SE Corner	56.40176	-132.17073
435 ft X 300 ft	SW Corner	56.40106	-132.17241
	NW Corner	56.40174	-132.17328

Scale 1"= 1000ft

Figure 3a- Site Plan Map- NOAA  
Salt Garden Farms- Madan Bay Parcel  
Water Body- Eastern Passage  
Region Wrangell Island SE Alaska  
Date 07/29/2020

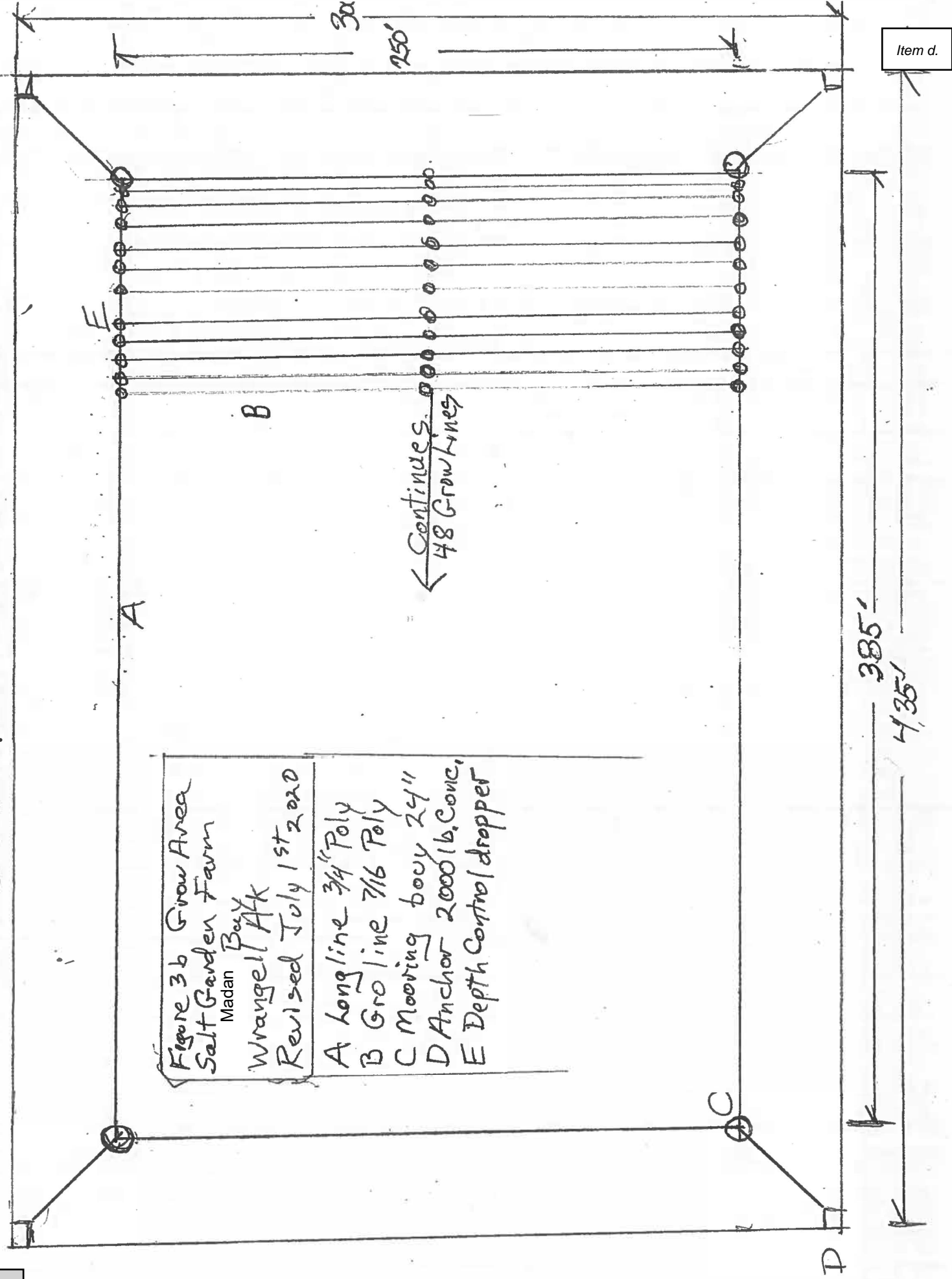


NOAA Chart 1738S	NE Corner	56.40246	-132.17156
Area=2.99 acres	SE Corner	56.40176	-132.17073
435 ft X 300 ft	SW Corner	56.40106	-132.17241
	NW Corner	56.40174	-132.17328

Scale 1"= 400 ft

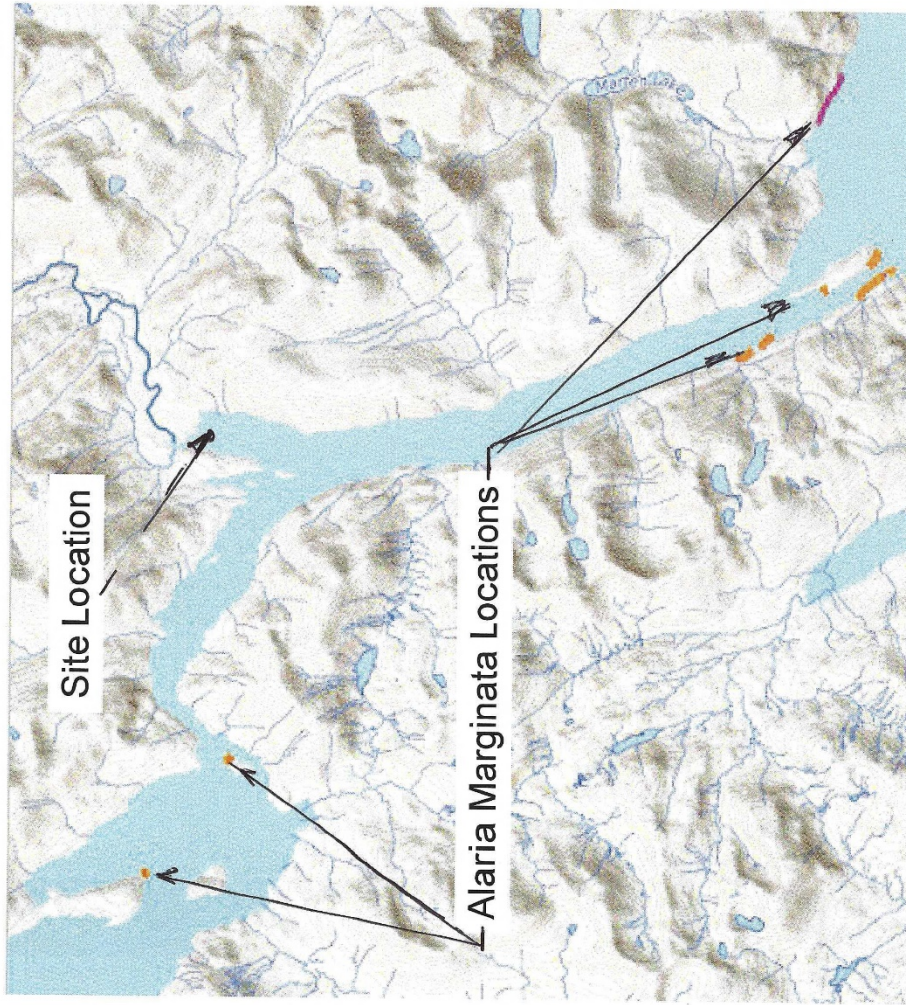
Figure 3b

Salt Garden Farm Wrangell Alaska





Salt Garden Farms  
Figure 4a Alaria Marginata (Ribbon Kelp) Locations  
Source- ShoreZone



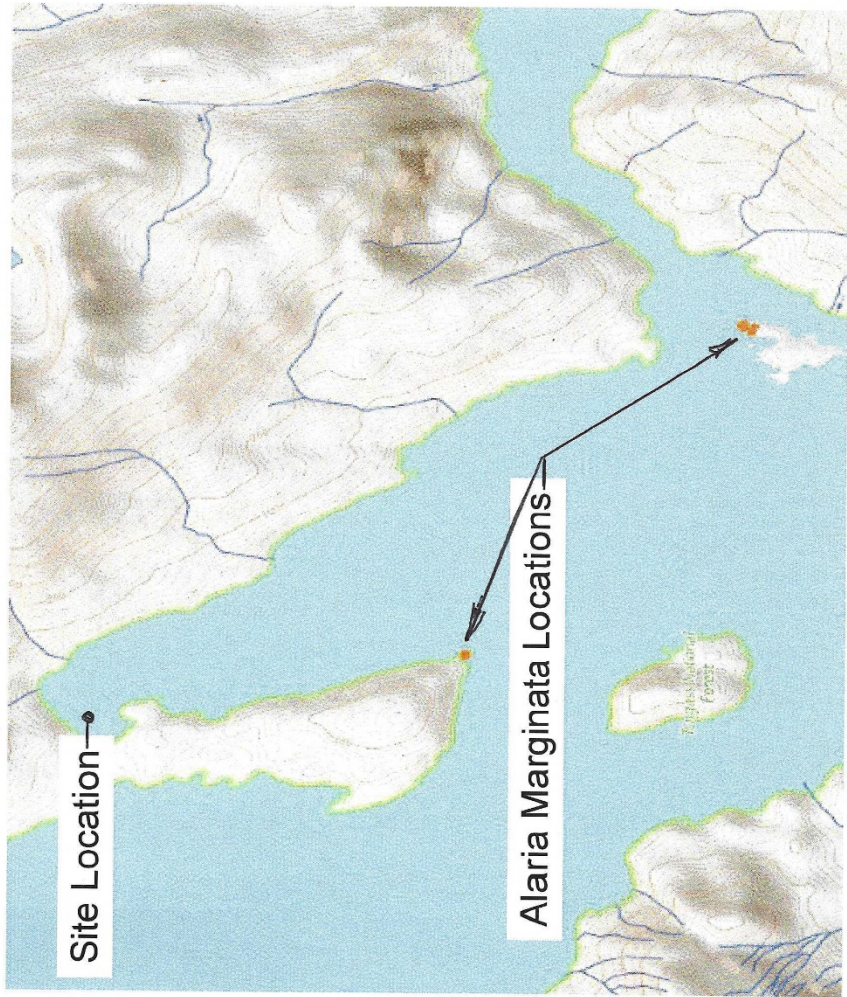
Scale 1" = 20,000 ft

Orange- Patchy  
Purple- continuous

N

Salt Garden Farms  
Figure 4a1 Alaria Marginata (Ribbon Kelp) Locations  
Source- ShoreZone

N



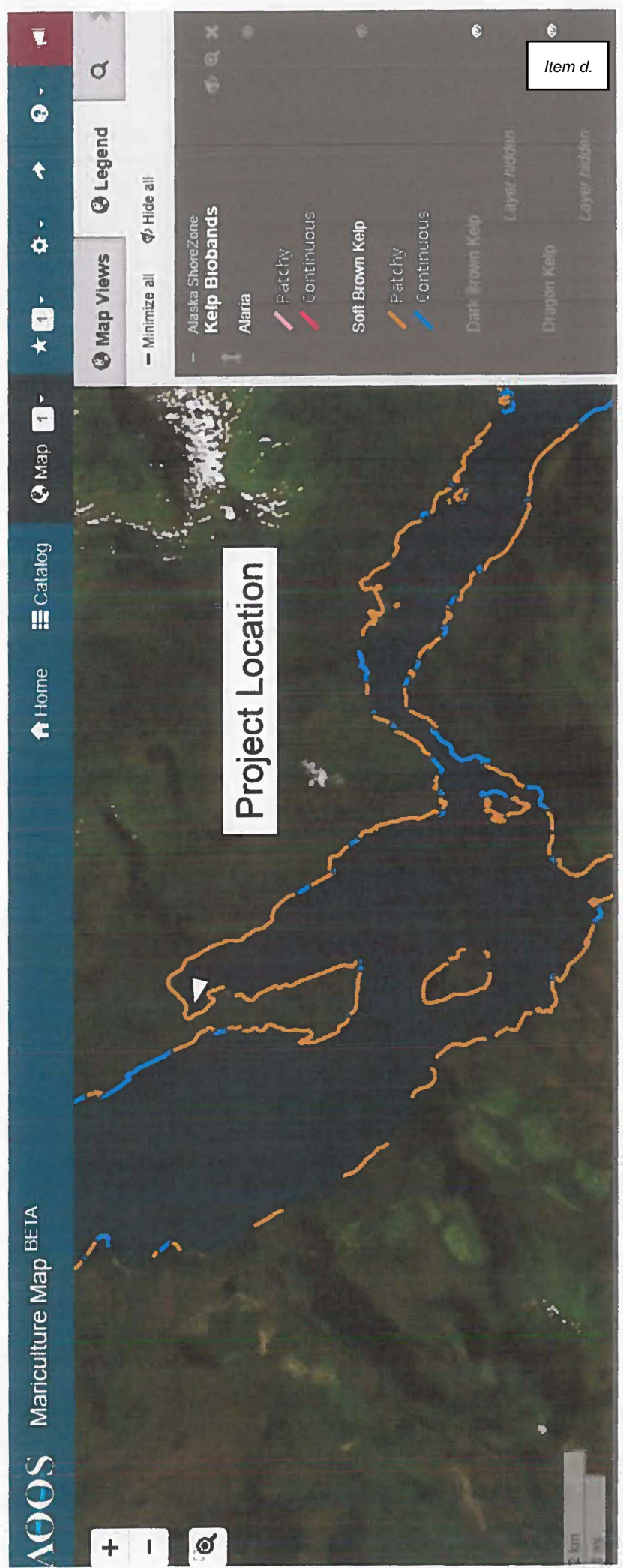
Orange-patchy  
Alaria

Scale 1" = 5000 ft



Figure 4b Mariculture Kelp Bioband Locations  
 Salt Garden Farms- Madan Bay Parcel Water  
 Body- Eastern Passage  
 Region Wrangell Island SE Alaska  
 Date 07/29/2020

N

**Figure 4c Mariculture Anadromous Locations**  
**Salt Garden Farms- Madan Bay Parcel**  
**Water Body- Eastern Passage**  
**Region Wrangell Island SE Alaska**  
**Date 07/29/2020**

N ↑



Item d.

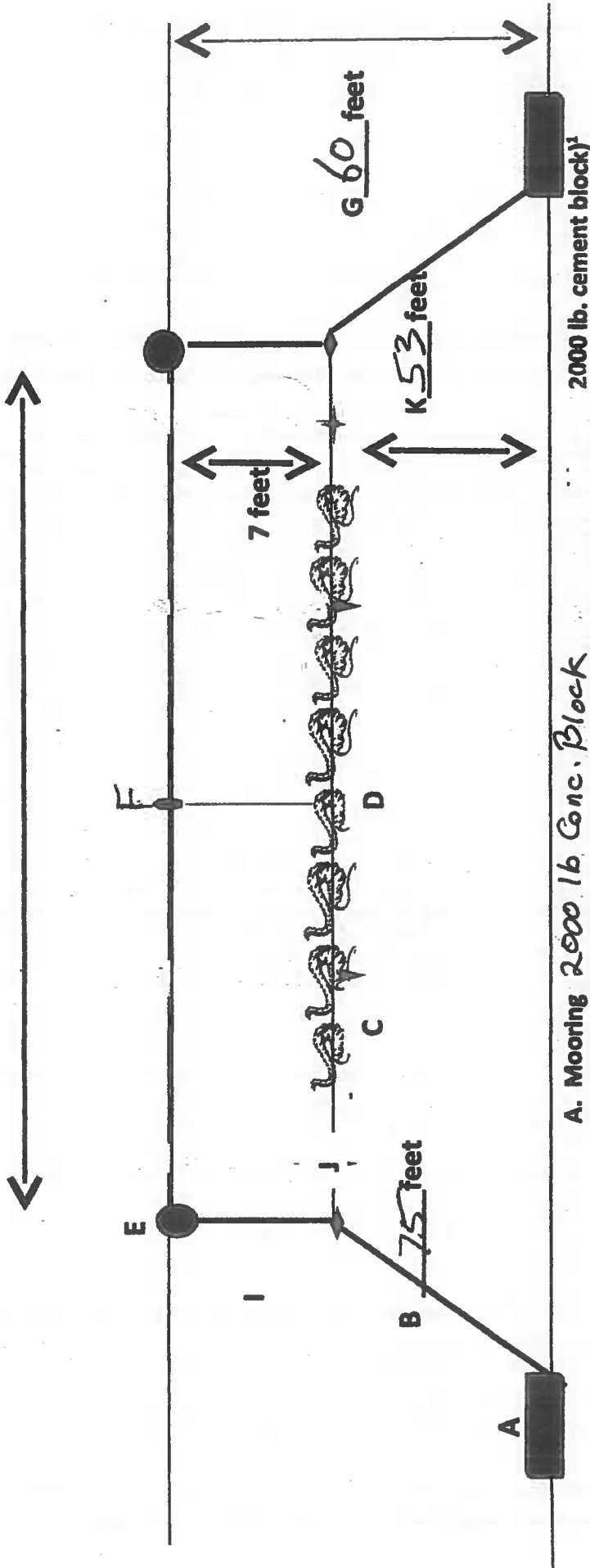


Salt Garden Farm Wrangell Alaska

Figure 5a/ Cross-sectional view Alaskan Kelp Grow Line

**工**

**(not to scale)**



- A. Mooring 2000 lb Conc. Block 2000 lb. cement block<sup>1</sup>
- B. Grower fill in anchor line length and materials (3/1 scope typical)
- C. 7/16 inch seeded kelp poly line 250 feet long and 7 feet below the surface spacing (48)
- D. 5-10 lb. cement weights or three noled bricks to keep kelp 7 feet below surface
- E. Surface mooring ball 2 1/2 inch diameter / 25 lb. displacement
- F. 5/16 inch poly depth 7' control line (dropper), 6x14 inch foam surface buoy and weight (D)
- G. Water depth at low tide H. Growline Section 250 feet.
- I. 7 feet 1/2 inch chain to shackle. J. Line holdfast K. Distance from kelp longline to bottom

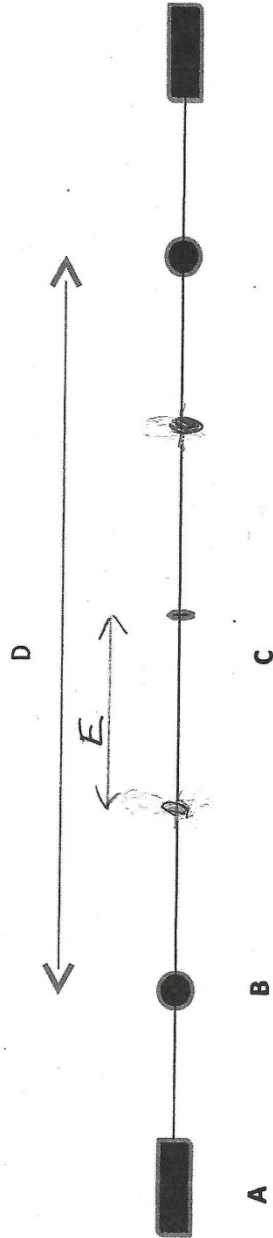
<sup>1</sup> Mooring detail to be filled out by grower in Figure 5.

long line - lets grow line to be attached  
Grow line - Attaches to long line, holds seedling  
Seed line - 1/6" line seeded attaches to grow line

# Salt Garden Farm Wrangell Alaska

Figure 5b. Detailed Drawing - Plan view Alaskan Kelp Longline

(not to scale)



A Mooring

B Mooring buoy

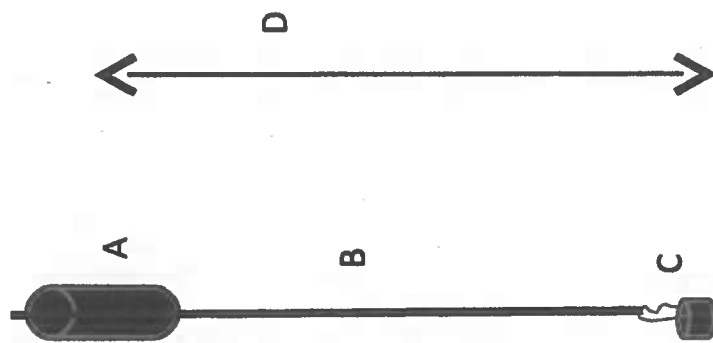
C Kelp longline with surface buoys and depth control

D 385 foot kelp longline section (grower fill in if different)

E 8' spacing of grow lines (total 48)



Figure 5c. Detailed Drawing - Details on kelp depth control line dropper

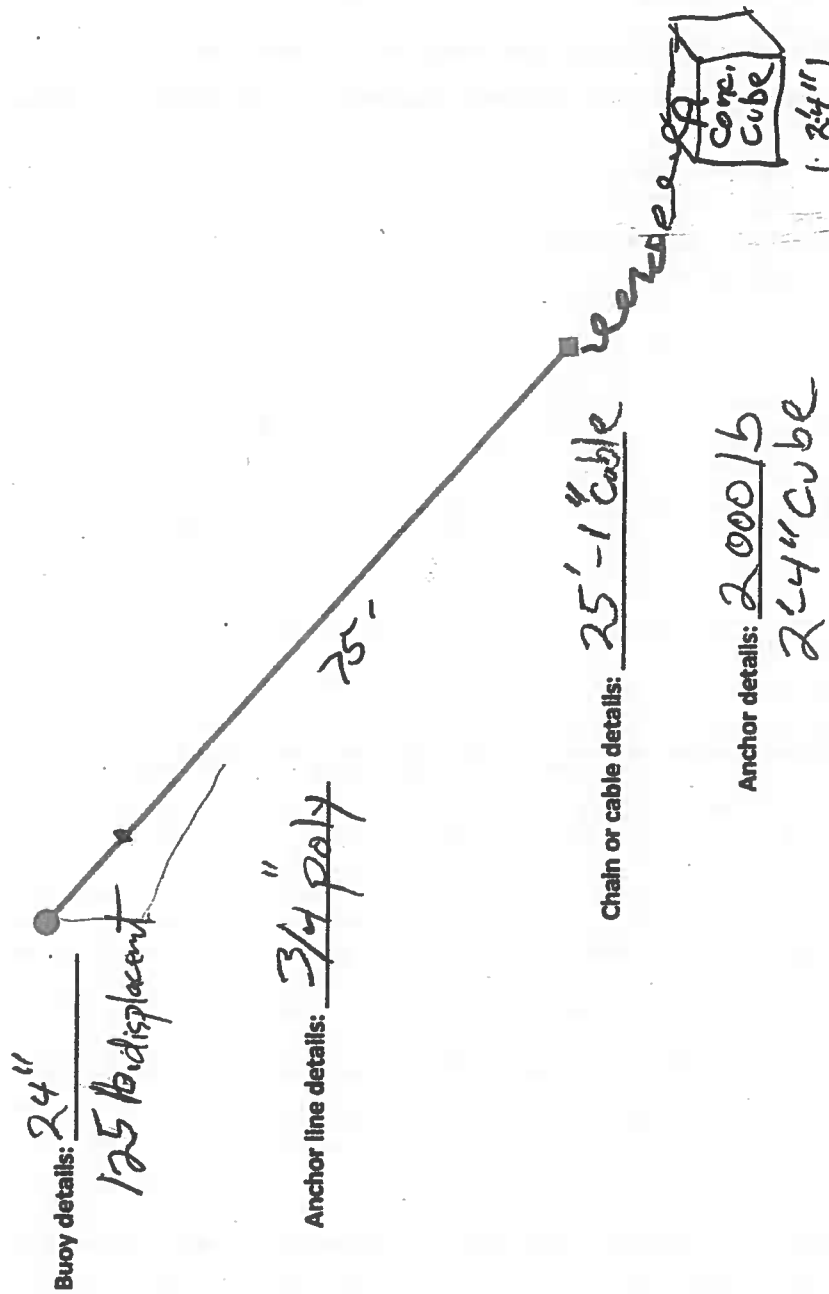


- A. 6 x 14 inch lobster buoy
- B. 1 inch pvc pipe with a lobster spindle washer and figure 8 knot of 5/16 poly rope on each end
- C. 10 lb. cement weight from 1/2 gallon paint bucket with knotted 5/16 poly loop or 3-holed brick
- D. 7 foot length



# Salt Garden Farm Wrangell Alaska

Figure 5d. Detailed Drawing - Anchoring system with configuration and poundage (fill in and /or add anchor drawing).



# City and Borough of Wrangell

## Capital Facilities Department Report

### January 7, 2021

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

- **General Department News**

- The Capital Facilities Department has been reviewing a variety of cloud-based project management (PM) software tools to help us with successful execution of our projects. We are looking for a product that will cover all aspects of project management, document management, budget and cost tracking, resource management, and communication and collaboration. The Parks & Rec Department has already selected and is utilizing one of the many available PM softwares, which seems to be robust enough to handle some of the more complex capital projects, at an affordable cost. If we elect to use this same software, this will also drive other departments to use the same collaborative platform as most of them have some level of project engagement with the Capital Facilities Department. We hope to have implemented a PM software in short order, which will allow our department to create a schedule for the CIP capital projects by the end of January 2021.
- The primary focus of the facilities maintenance staff during the month of December was relative to maintenance project planning and implementation, as well as routine building systems repairs and maintenance with heavy emphasis on the routine oversight, preventive maintenance tasks and miscellaneous repairs and the Public Safety Building, the Nolan Center and the Swimming Pool.

Special projects that received significant coordination and/or management through the maintenance staff were the Swimming Pool Hot Water Tank Replacement, the Public Safety Building Shoring Wall, and the Demolition of the Civic Center Flooring in the Nolan Center, which was performed solely by the Capital Facilities maintenance staff.

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

#### GENERAL FUND PROJECTS

- **Public Safety Building Condition Assessment.** The AMC Engineering draft report from the site investigations at the Public Safety Building and the Wrangell Medical Center (environmental assessment only at WMC) has been reviewed by staff and comments returned to the engineers for a final report. Staff anticipate scheduling a work session with the Assembly to review the report and discuss alternatives for next steps.

- **Public Safety Building Shoring Wall.** The structure under the west low, flat roof is compromised, due to significant deterioration of the structural framing from water damage and is a life safety issue. The structural engineer on the AMC Engineers team, who performed the Condition Assessment of the building, recommended a temporary shoring wall be constructed until such time as the recommendations to demolish and replace the exterior walls, parapets, level two floor framing, and roof framing can be completed. The Contractor hired to construct the temporary shoring wall has completed the work. The shoring wall spans from the ground on the first level to the underside of the roof trusses on the second level of the building.



- **Swimming Pool Domestic Hot Water Tank Replacement.** The Contractor has completed construction of the Owner-furnished hot water tanks for the domestic hot water for the Indoor Recreation facility, complete with pipe insulation. Maintenance staff took the opportunity while the water system was shut down to perform some much-needed preventive maintenance and repairs to the water system.



- Swimming Pool Lighting Upgrades.** With the passing of Resolution No. 10-20-1545, amending the FY21 capital budget, funding in the amount of \$41,000 was received for this project. Electrical engineering design assistance will be sought to begin this project.
- Kyle Angerman Memorial Playground Replacement.** Following the passing of Resolution No. 10-20-1545 which amended the FY21 capital budget with matching funds for the Land water Conservation Fund (LWCF) grant, we learned that the LWCF program did not receive State of Alaska support and funding in FY21 and therefore the matching funds for our project's required amendment are not available. Until we can acquire the \$25,000 shortfall in grant funds needed to move the project forward, we plan to request an extension to the existing LWCF grant's December 31, 2021 deadline.
- Skeet Range Improvements.** The CBW is a recipient of a \$55,000 grant from the National Rifle Association (NRA) for improvements to the Skeet Range. The grant was awarded to fund only a portion of the full project proposed. While CBW staff agreed that a phased approach would work, the \$55,000 grant amount does not fully cover the anticipated costs for the site work tasks. The Assembly accepted the grant funds in November 2020. Next steps for the project are to develop an Invitation to Bid for the construction work.
- Civic Center Floor Replacement.** The flooring material selected for this project is a 7" wide vinyl plank flooring product, as was used to replace the flooring in the Classroom last year. Capital facilities maintenance staff performed the demolition of the flooring and wood base. A Contractor has begun the installation and is expected to have the installation complete before the end of January.





#### NORTH COUNTRY TRAILHEAD ACCESS ROAD REPAIR FUND

- **North Country Trailhead Access Road Repair.** Staff met with the Federal Lands staff and have agreed to postpone the release of a competitive construction solicitation until late winter, allowing the project to bid just ahead of the 2021 late Spring/early Summer construction season. Design for the project will utilize USFS road repair and maintenance standards, in lieu of retaining and engineering firm to develop the specifications.

#### COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND

- **Mt. Dewey Trail extension FLAP Grant Match.** A Request for Qualifications solicitation for the trail design is being developed.

#### ELECTRIC FUND

- **Environmental Assessment for Utilities Campus Master Plan.** With Shannon & Wilson scheduled to perform the sampling plans for three Borough-owned contaminated sites, we are reviewing the scope of work for the Environmental Assessment for Utilities Campus Master Plan with them. A scope of work is being developed for Phase I and Phase II level assessments, which would meet ADEC work plan and sampling guidelines, in case we encountered environmental concerns during the work.

#### WATER FUND

- **Upper Reservoir Bypass.** The engineer has completed the 50% level design for this project. Staff met with the design team in late December to perform a detailed review. Engineering continues to address some of the concerns brought up in the review meeting and continue with the design. The engineers are coordinating the design with the state of Alaska Dam Safety division to ensure the design meets dam regulations and will receive their approval of the final design, ready for construction when future funding is available.
- **Water Mains Replacement.** The engineering design for the water main project was completed in late December and the project is currently out to bid. Construction bids are due for the bid

opening scheduled for January 14, 2021. The construction schedule is set to be substantially complete by May 28, 2021.

- **Water Treatment Plant Improvements.** The Evaluation Committee completed their interviews and reference checks for the two firms who were shortlisted for consideration to be the engineer of record for the new water treatment plant project. DOWL ranked #1 and HDR, Inc. ranked #2. Staff notified the firms on January 4, 2021 of the selection status and have begun final scope development and fee negotiations with DOWL. It is expected that a recommendation to award would be on the Assembly's February 9, 2021 agenda, if not sooner.
- **Repair Water Transmission Line and Install Isolation Valve.** With the passing of Resolution No. 10-20-1545, amending the FY21 capital budget, \$35,000 was approved to make the repairs to this water line. To start work on this project, a review was performed of the engineered drawings which saw the installation of the new Wood Street transmission line and the abandonment of the former transmission line to the chlorination building along Zimovia Highway (no longer existing). This plan set showed a valve where one would have expected there to be one to be able to shut off this line. Public Works explored the area, found the valve and excavated to the transmission line to confirm whether or not it was the subject transmission line requiring shut off. The valve found was not on the subject DIP line, but rather on a former abandoned AC line. This task further justifies the need for the hot tapping of a valve in the DIP line to be able to shut down this charged water line. Staff have begun discussions with R&M Engineering for the engineering work required.
- **Upper Dam Stabilization and Repair.** With the passing of Resolution No. 10-20-1545, amending the FY21 capital budget, a Dam Stability Alternatives Analysis project was approved. Having this feasibility study is the first step to advancing the project for our critical drinking water dam infrastructure to a "shovel-ready" status. A PSA will be developed with Shannon & Wilson engineers to address a stabilization alternatives analysis for the stabilization and repairs of the upper dam, to a status that is greater than minimum requirements according to Corps of Engineer (COE) dam guidelines.

## HARBOR FUND

- **Shoemaker Bay Harbor Replacement.** The construction contract with Tamico-RNR JV has been fully closed out.

There are State of Alaska, Harbor 50/50 Matching Grant Program funds still available, to the tune of \$500,000, until we close out the grant. The State has been contacted to discuss the possibility of a second amendment to the grant, approving funds for a net float replacement project, for which the Borough is set to receive approximately \$ 46,275 toward from the 2016 Gulf of Alaska Pink Salmon Disaster Relief, managed by Pacific States Marine Fisheries Commission.

- **Harbor Security System.** The Division of Homeland Security and Emergency Management recently received the return of unused grant funds from other projects, which allowed them to issue an Amendment to this project, obligating an additional \$13,838.00 for equipment purchase. This brings the total of grant funds available for this project to \$148,000.

This grant amount does not fully cover the anticipated costs for installing the system for the Priority #1 site, identified as the Marine Service Center. To fully fund this site, another



approximately \$50,000 is needed. Optionally, the anticipated costs for either the Priority #2 site, Inner Harbor, or the Priority #3 site, Heritage Harbor, but not both, could be fully funded by the grant. Staff are working to address the unmet costs for the Priority #1 site, Marine Service Center, before committing to the project site for which this grant will fund and moving forward with the project.

## SEWER FUND

- **Node 8 Sewer Pump Station Replacement.** With the passing of Resolution No. 10-20-1545, amending the FY21 capital budget, \$150,000 was approved to pursue the replacement of the sewer pump station components, as well as the control panel.

## SANITATION FUND

- **Solid Waste Transfer Station Baler.** With the passing of the FY21 operating budget, \$90,000 was approved from the Sales Tax Fund: Schools, Health and Sanitation toward this project. This project requires the development of a plan to transition from open top loading of our solid waste to baling of our waste. The plan will include the appropriate equipment required and any modifications to the facility necessary to accommodate the sorting and handling of the solid waste and the baled material.

Staff is working to develop that plan with the assistance of a solid waste expert consultant. The goal of this effort is to identify the needs of the facility to fully transition to baling while considering added capacity, whether implemented now or in the future, to address a variety of waste streams and the way they could be more efficiently managed. We expect a Solid Waste Management Plan will be developed based on the final operations plan developed.

Given the timeframe by which AML has requested Republic Services clients (Wrangell being one) to transfer to baling operations, we may not have the opportunity to seek and wait for receipt of outside funding for this project; however, every attempt will be made to seek grant funding that may be available for solid waste projects.

## SECURE RURAL SCHOOLS FUND

- **High School Elevator Replacement.** With the passing of Resolution No. 10-20-1545, amending the FY21 capital budget, \$210,000 was approved to move this project forward and return the elevator to service. School staff continue to work with two elevator companies to determine the best option for either a repair or a replacement.
- **Sidewalk Repairs at the High School Parking Lot.** This project received reallocation of funding through the Secure Rural School Fund under the FY21 operating budget.

At the High School parking lot along Reid Street, the inside perimeter sidewalk and curb has been exhibiting serious problems for many years. The sidewalk was built at the edge of the steep slope, which is the embankment for the parking lot. The sidewalk has pulled away from the curb, more than 6" on one end, and is now sloping downhill and sideways.

The sidewalk corridor which acts as a major pedestrian thoroughfare from Reid Street to Church Street, which is also associated with access to/from the High School and its parking lot, the

Swimming Pool and the Community Center, is also in need of repair, as the concrete in this area has deteriorated to the point where the concrete aggregate is exposed and the depressions hold water, which creates slip hazards. Certain concrete panels and possibly the upper-most stairwell would be a first phase sidewalk replacement through this corridor.

## ENVIRONMENTAL REMEDIATION PROJECTS

- **Contaminated Sites.** With the passing of Resolution No. 10-20-1545, amending the FY21 capital budget, the three environmental site assessment projects, were approved. DEC has finalized review and approved all three work plans. Staff is attempting to coordinate the work of these sites with the environmental assessment work scheduled to determine conditions at the Municipal Light & Power and Public Works parcels to gain knowledge of potential impacts to future construction for a Power Plant Rehab or Replacement project. The three projects are:
  1. Former Wilcox Automotive, Hazard ID 26212
  2. Wrangell City Shop UST #3, Hazard ID # 26199
  3. Wrangell Medical Center, UST #2 Hazard ID 26676

# Harbormaster's Report

## January 2021

**Marine Service Center-** Things have begun to slow down in the marine service center. Boats are still being hauled out but not at the rate of previous months. Vendors are still busy and we have started to get a few reservations for spring haul outs. The marine service center operator has been staying busy doing equipment and facility maintenance. We are putting a plan together to dispose of impounded vessels which will open up valuable space in the yard. The Forest Service vessel Chugach Ranger move has been rescheduled to the end of February due to the storm event we had at the beginning of December.

**Harbor Department-** The Ports and harbors fared really well through the storm event we had at the beginning of December. We did have to rescue a couple vessels from sinking in the wee hours of the morning but it was pretty minor compared to what happened in some other communities. I would like to thank the crew for their quick response to the sinking vessels.

The decking project at Fish and Game parking Pier is complete and looks great. The crew has stayed busy with some minor decking replacement at Reliance pier as well as re-nailing planks. We will continue to stay busy with small projects throughout the winter.

The office ran two months of billing with our new Marine Management software. We have had a couple minor issues that were fixed in short order by the programmer of the system. So far, we all like the new system and the support has been great. The office has also started getting lots of calls from individual cruising vessels from the lower 48 planning their trips to Southeast Alaska. So hopefully that transfers to a healthy cruising season for 2021.

**Port-** We have all of our new security plans in to the Coast Guard for the upcoming cruise ship season. The cruise ship industry appears to be extremely slow again this year. Current sailings that we have on our calendar is American Cruise Lines 267' American Constellation with 5 stops this summer. The other things we have been hearing is that the larger ships if they sail will only be at 30% capacity. Sadly, the cruise ship and tourism industry will probably end up taking another hard hit this year. We are staying optimistic, hopefully with the vaccine things will progressively get better for this industry.



## **2021 Seattle Boat show Cancelled Due to Covid-19**

The Seattle Boat Show live has been cancelled due to Covid-19 but they have planned an awesome virtual show for January 28-31, 2021. The Harbor Department has teamed up with Carol Rushmore and the CVB to highlight Wrangell's tourism as well as our Harbors and Marine service Center. The in-person event has always been a great opportunity for Wrangell to advertise our little paradise Island in southeast Alaska. Their new Virtual event will allow Boat Show vendors to participate at various buy-in options. Wrangell will be participating in the virtual show and will have pictures and videos showing off Wrangell's water front and tourism interests. The Boat Show event will also provide some vendors a 3D Virtual show floor where participants will be able to interact and engage in real time with exhibitors. They will be offering 4 days of fishing, boating and cruising seminars and you will be able to connect with other attendees based on similar interests. Participants will also be able to purchase boats and gear at low show prices. There will be interactive games with cool prizes to win as well. So, if you're interested in participating in The Seattle Boat Show Connected for a low price of \$5 go to [www.seattleboatshow.com](http://www.seattleboatshow.com).

Steve Miller,  
Harbormaster

January 12, 2021

To: Mayor Prysunka & Assembly Members  
From: Steve Miller, Port & Harbor Director  
Lisa Von Bargaen, Borough Manager  
Re: 2016 Gulf of Alaska Pink Salmon Disaster Funds Project Update

---

The Borough is receiving \$46,275.46 from the 2016 Gulf of Alaska Pink Salmon Fishery Disaster Relief funding. The money must be used on a project that benefits the commercial fishing fleet. The Ports and Harbors Department would like to use the funding to replace the aging Shoemaker Bay Net Repair Float. This float is 30+ years old and has out lived its useful life span. Fishing vessels from all over Southeast Alaska use this float to repair gill and seine nets during the fishing season. This net repair float is in close proximity to the fishing grounds so many fisherman, including non-locals, use it to save on time and fuel.

Replacement of the float is estimated at \$71,390 with the Harbor staff doing all the carpentry work. This float is needed so the fleet has a safe dock on which to repair their fishing nets. This float will be constructed from galvanized steel pipe as the pontoons and the working surface will be wood construction typical of most floats.

Despite the project cost exceeding the Disaster Relief funds, there is a potential solution. The Shoemaker Bay Harbor grant from the State has \$536,000 in unspent funds remaining on it because the project came in under initial cost estimates. The grant funds require a 50/50 match for which we can use the Disaster Relief money.

Amber Al-Haddad is currently in the process of asking for an amendment to the Shoemaker Bay Harbor grant to include the Net Repair Float project. If successful the project will be fully funded with no Borough contribution.

If the Net Repair Float project comes in at or below the estimate there will be \$10,580.46 remaining in Disaster Relief funds and \$500,305 in grant funds. Staff is pricing out new lights and wiring/power receptacles on the Shoemaker Bay Grid to potentially use the remaining Disaster Relief funds and grant match which would total \$21,160.92.



# City and Borough of Wrangell

## Wrangell Municipal Light and Power Department Report

### December 4, 2020

#### WML&P Status

- **Mechanical Failures –**
  - Unit #2: Replaced Starter
  - Unit #1 (Nome Generator): Amot Valves have been replaced. Still waiting for EPS to arrive to trouble shoot the reason Unit #1 does not want to operate with the rest of our line-up.
- **Move Heater –** We, along with Capital Facilities, have moved the heater from the abandoned side of the Plant to the active side, as the residual heat from the generators was not enough to provide enough heat to keep tempatures above freezing.
- **Inner Harbor Lights –** The Inner Harbor Lights have needed repair for quite a while. WML&P was able to work with the Harbor Department to get theses fixed/upgraded with LED lighting.
- **Brushing –** Multiple areas of brush removal. This is an ongoing project.
- **Issued a Temporary Occupancy Certificate to the Hospital –** WML&P worked with Amber and Tim to issue a TOC to the new hospital for the reception area
- **Storm Tabletop Discussion –**
  - WML&P crew reports that despite the storm weather their response went well in the areas of:
    - Safety and Safety Communications
    - No 'Close Calls' or 'Near Misses'
    - Excellent Communications
    - Good response time
    - Equipment was adequate for the tasks they faced, i.e., having an 80' bucket truck allowed repairs that otherwise would have been done from climbing the poles
    - The storm response brought out a Team cohesion
    - The decision to take a **night of rest**, the night of 12/2 was the right call. The rest and daylight made it possible to work more efficiently, and safely. The **Pause** allowed the Team to formula a plan the was executed efficiently during the lighted hours of 12/3
  - Though WML&P had excellent help from the PW and Harbor Departments, it was noted several times throughout our discussions that the lack of a 'groundman' did have a negative impact. A three-man crew is limited in their ability to

respond to an incident of the size that was experienced during the days/nights of December 1 through 3.

- Additional Help came from Public Works: Lorne Cook, Andrew Scrambler, Brian Christian, and Jacob Hammer. Jacob's recent graduation from Lineman's School provided valuable climbing skills. The additional skill-based help immensely.
- I would also like to say "Thank you" to Jeff Rooney, who on his own initiative, brought D1 and a backhoe to the site at 11.2 mile. Without it we would not have been able to re-stand the pole that was knocked out of the ground.

- **Sites Affected**

- Mile 7.5
- Mile 8 Bluffs
- Mile 11.2
- Mile 11.75
- Gildersleeves

- **Storm Stats**

- Fallen Trees Removed – 8
- Downed Lines Repaired – Sets of 4: multiple times (four or more)
- Transformer Replaced – 3
- Cutouts Refused – 20 +
- Primary Spans Affected – 18+
- Crossarms Replaced – 12+

### **Financials:**

- In the month of **November** WML&P sold 3,052,922 KW Hours of Electricity, generating \$347,781.82 of Revenue. This can be compared to 2018 and 2019 as follows:
  - 2018 - WML&P sold 3,019,386 KW Hours of Electricity, generating \$342,714.42 of Revenue.
  - 2019 - WML&P sold 3,281,581 KW Hours of Electricity, generating \$367,135.58 of Revenue.

### **Additional Information: Pictures**















**City and Borough of Wrangell**  
**Wrangell Municipal Light and Power Department Report**  
**January 6, 2021**

**WML&P Status**

- **Unit #1 (Nome Generator)** – The problem with Unit #1 not ‘playing well’ with the other generators has been solved. Essentially, the Deslick (a minicomputer controlling the functions of the generator) was looking for all 5 generators, as programed. However, it could only find 4 generators due to a lost of control voltage at Unit #1 when WML&P separated from SEAPA. This condition was hidden while connected to SEAPA; during those times Unit #1 performed well. The lost of control power was corrected by some programming changes and the installation of a control wiring conductor.
- **Christmas Tree** – In spite of the wind storm of 12/1 through 12/3, the crew managed to squeeze in the setting of the Christmas Tree.
- **Brushing** – Multiple areas of brush removal. This is an ongoing project.

**Financials:**

- In the month of **December** WML&P sold 3,407,554 KW Hours of Electricity, generating \$377,191.89 of Revenue. This can be compared to 2018 and 2019 as follows:
  - 2018 - WML&P sold 3,149,357 KW Hours of Electricity, generating \$352,050.81 of Revenue.
  - 2019 - WML&P sold 3,750,242 KW Hours of Electricity, generating \$414,352.28 of Revenue.

**CITY & BOROUGH OF WRANGELL, ALASKA***CLERK'S REPORT***SUBMITTED BY:**

Kim Lane, MMC, Borough Clerk

**Upcoming Meeting/Informational dates:****Jan 13** *Rescheduled* Parks & Recreation Board mtg at 5:30 PM via Zoom Teleconference**Jan 14** Planning & Zoning Commission mtg at 6 PM via Zoom Teleconference**Jan 26** Regular Borough Assembly mtg at 6:00 PM via Zoom Teleconference**Records Management:****Annual Records Transfer & Destruction!!**

I have been working on the annual records transfer and destruction. I am hoping to have this process completed this month.

# Robert's Rules for Amending a Motion


By [C. Alan Jennings, PRP](#) from [Robert's Rules For Dummies](#)

The motion to amend is perhaps the single most used of the subsidiary motions allowed by Robert's Rules. You use this motion when you want to change the wording of the motion under consideration. You can use it to make a good idea better or a bad idea more palatable. Amendments are really at the heart of the process of perfecting motions before a final vote, and the importance of understanding the basics of amending cannot be overstated.

If an amendment is adopted, the motion it is applied to changes. However, the amended motion itself is not adopted until the motion, as amended, is voted on and passes. If a motion to amend fails, the original motion is not changed in any way.

In making a motion to amend, be aware of its key characteristics. The motion:

- Cannot interrupt a speaker who has the floor.
- Must be seconded.
- Is debatable if the motion to which it is applied is debatable. (Permissible debate is restricted to the pros and cons of the amendment, and not to whether the main motion has merit.)
- Can be amended, but only one amendment to an amendment can be considered at any one time.
- Requires a majority vote for adoption, even if the main motion requires a different vote for its adoption.
- Can be reconsidered.



One big rule for using amendments is this: **An amendment must be relevant (or, as Robert's Rules describes, "germane") to the motion it seeks to amend.** Another important rule to remember is that an amendment that does nothing but make the motion a rejection of the original motion is not proper and not in order.

**Amendments enable you to affect changes to pending questions in the following four ways:**

- By **inserting** (or adding, if placing at the end) words, sentences, or paragraphs
- By **striking out** words, sentences, or paragraphs
- By **striking out and inserting words** (with the words inserted replacing the words struck out)
- By **amending by substitution** (a form of strike out and insert applied to paragraphs or entire motions)

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>10</b>

Appointment to the Parks & Recreation Board

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Letters of Interest (if any)

**RECOMMENDATION:**

**Appointments are to be made by the Mayor, with the consent of the Assembly.**

Parks & Recreation Board	until 10/2022	
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**Procedure - Mayor:** If there are no objections to the above appointment to the Parks & Recreation Board, I will declare \_\_\_\_\_ appointed.

If no letters have been received, please direct the Borough Clerk to continue advertising for the vacancy.

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

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

*Motion: Move to appoint \_\_\_\_\_ to fill the vacancy on the Parks & Recreation Board for the term up until October 2022.*



**CITY & BOROUGH OF WRANGELL, ALASKA**  
**BOROUGH ASSEMBLY Public Hearing & Action AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>11</b>

**ORDINANCE No. 982** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOTS 1A, 1B AND 1C, ETOLIN-SPRUCE SUBDIVISION FROM MULTI-FAMILY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL

SUBMITTED BY:

Carol Rushmore, Economic Development Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

FY20 \$XXX

**Account Number(s):**

XXXXX XXX XXXX

**Account Name(s):**

Enter Text Here

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

\$XXX

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ordinance 982; 2. Aerial map; 3. Final Plat Etolin/Spruce Subdivision

**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 upon to speak.

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

**RECOMMENDATION MOTION:**  
**Move to Approve Ordinance No. 982.**

**SUMMARY STATEMENT:**

*The following information has not changed from the December 8, 2020 Regular Meeting:*

In an effort to provide lots for sale, on November 10, 2020 the Assembly approved the final Plat of the Etolin/Spruce Subdivision, a subdivision of Lot 1, Block 35, USS 1119 creating Lots 1A, 1B, and 1C. A public hearing was held at the same meeting on a proposed zone change, changing the zone from Multi-Family Residential to Single Family Residential, and was approved by the Assembly. The hearing was held without a proposed ordinance by error of the Planning Staff, based on the relation of the zone change to the subdivision.

The Planning and Zoning Commission recommended the proposed zone change in October after testimony at their public hearing suggested safety issues would increase if multi-family structures were constructed on the corner of Pine Street and Etolin Ave.

All the multi-family zoned lots on Etolin Avenue have been purchased and single-family structures built on each. The Single-Family District permits duplexes. The Commission's recommendation was based on maintaining the ambiance of the existing neighborhood and identified that additional lands adjacent and behind this lot could be made available for multi-family development in the future if demand for multi-family structures increases.

These lots are on the list of parcels for which we are trying to hire an appraiser. Once the appraisal is finished these lots will be brought back to the Assembly for approval to sell.

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

Wrangell Recording District

Page 1 of 2

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CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 982

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO LOTS 1A, 1B AND 1C, ETOLIN-SPRUCE SUBDIVISION FROM MULTI-FAMILY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL

SEC. 1. Action. The effect of this ordinance is to finalize a zone change for Lots 1A, 1B and 1C of Etolin-Spruce Subdivision, a subdivision of Lot 1, Block 35, USS 1119 from Multi-Family Residential to Single Family Residential.

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

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

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

PASSED IN FIRST READING: \_\_\_\_.

PASSED IN SECOND READING: \_\_\_\_.

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Stephen Prysunka, Borough Mayor

ATTEST:

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Kim Lane, Borough Clerk

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstaining: \_\_\_\_\_



# CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



1 inch = 150 feet  
101 : 9/8/2020

Public Map



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



CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND WITHOUT RESERVATION OF ANY RIGHTS, CLAIMS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE \_\_\_\_\_ CITY & BOROUGH OF WRANGELL  
DATE \_\_\_\_\_ PRINTED NAME & TITLE

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA  
STATE OF ALASKA  
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND \_\_\_\_\_ ACKNOWLEDGED TO ME THAT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED, WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES \_\_\_\_\_.

NOTES

1. THE PURPOSE OF THIS SURVEY IS TO REBLAT AND SUBDIVIDE LOT 1 WITHIN BLOCK 35 OF WRANGELL TOWNSITE (USS 1119), CREATING LOTS 1A, 1B, AND 1C, BLOCK 35, ETOLIN / SPRUCE SUBDIVISION, WITHIN USS 1119, WRANGELL RECORDING DISTRICT.
2. THE BASIS OF BEARING IS THE ACCEPTED BEARING OF N06°29'00"W BETWEEN RECOVERED CENTERLINE MONUMENTS AT THE S.1. OF SPRUCE & ETOLIN, AND HEMLOCK & ETOLIN. THE RECORD DISTANCE IS 440.05 FT. WHILE THE MEASURED DISTANCE IS 440.11 FT.
3. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000, AND/OR CORNER POSITIONS HAVE A RELATIVE POSITION ACCURACY AT THE 95 PERCENT CONFIDENCE LEVEL OF 0.13 FEET PLUS 100 PPM.
4. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
5. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:
  - USS 1119 (WRANGELL TOWNSITE)
  - DEED 104-1999-000482-0
  - DEED OF CLERK OF COURT 2011-000434-0
  - PDA 99-4 (R.A.L. SUBDIVISION)
  - PDA 96-2 (CITY SUBDIVISION)

PREVIOUS LOT AREAS

1. LOT 1, USS 1119, (57,849 SQ. FT.)

NEW LOT AREAS

1. LOT 1A (18,825 SQ. FT.)0.43 ACRES)
2. LOT 1B (19,513 SQ. FT.)0.448 ACRES)
3. LOT 1C (19,510 SQ. FT.)0.448 ACRES)

LEGEND	
	FOUND BLM/GLO MONUMENT - 3" DIA. BRASS CAP ON 2" IRON PIPE UNLESS OTHERWISE NOTED
	SECONDARY MONUMENT SET THIS SURVEY
	SECONDARY MONUMENT RECOVERED
	MONUMENT NUMBER
	FOUND PRIMARY MONUMENT
	FOUND ORIGINAL TOWNSITE, IRON PIPE MONUMENT
	UNSURVEYED
	SURVEYED
	ROW CENTERLINE
	RECORD DATA
	MEASURED DATA

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

DATE \_\_\_\_\_ MAYOR, CITY AND BOROUGH OF WRANGELL  
ATTEST: \_\_\_\_\_ CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I, THE UNDERSIGNED, AS THE PROPERTY TAX CLERK FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF \_\_\_\_\_

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL. THAT CURRENT TAXES FOR THE YEAR 20\_\_\_\_ WILL BE DUE ON OR BEFORE OCTOBER 15, 20\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

ASSESSOR CITY AND BOROUGH OF WRANGELL

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL, PLANNING COMMISSION, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX OFFICIO RECORDER, WRANGELL, ALASKA.

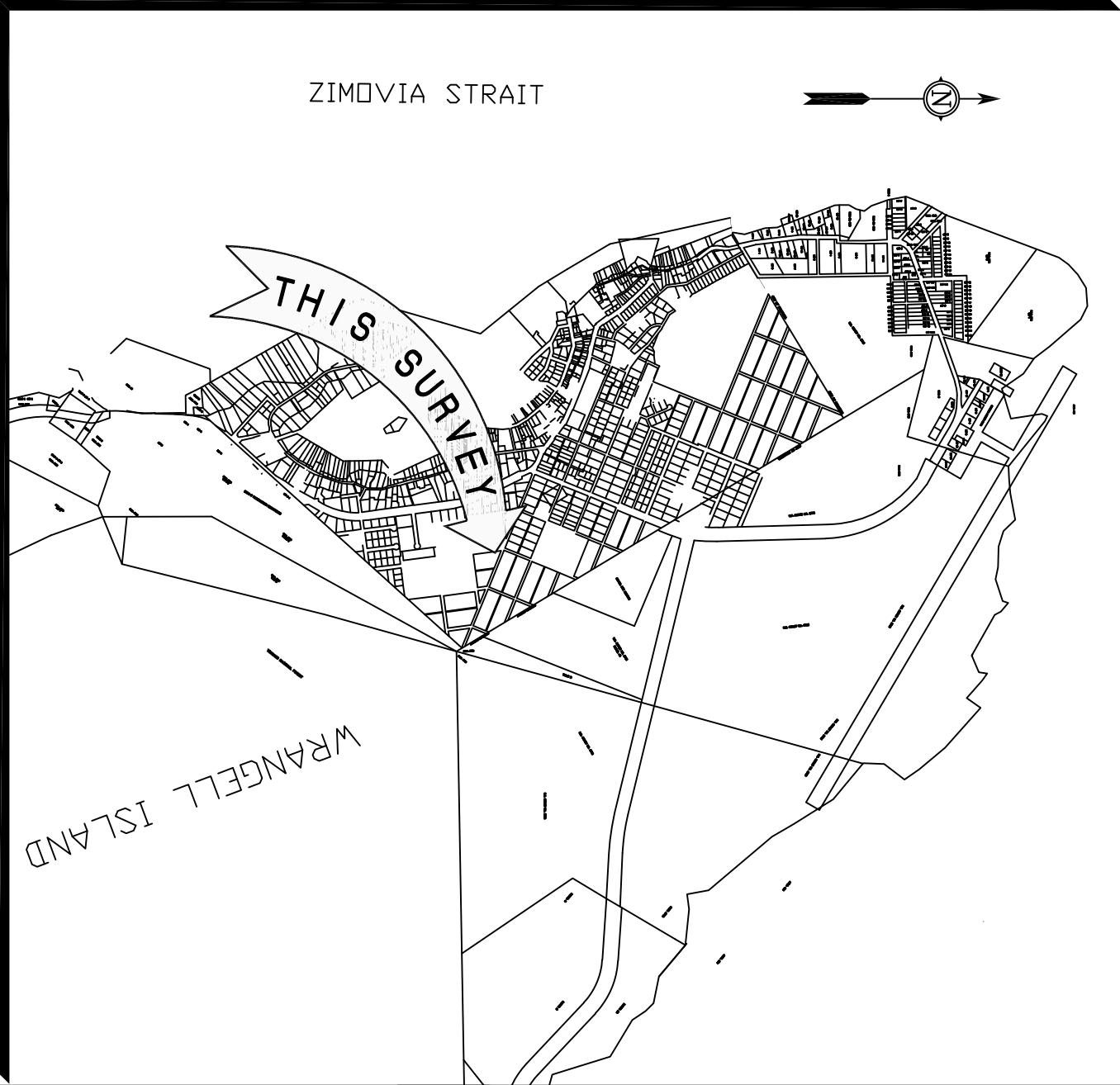
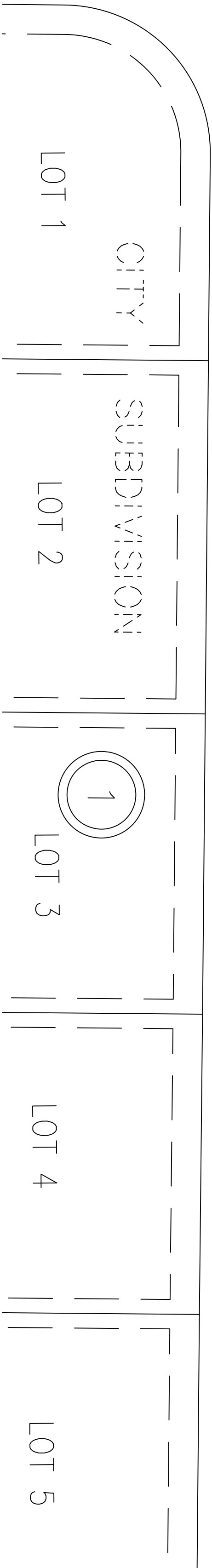
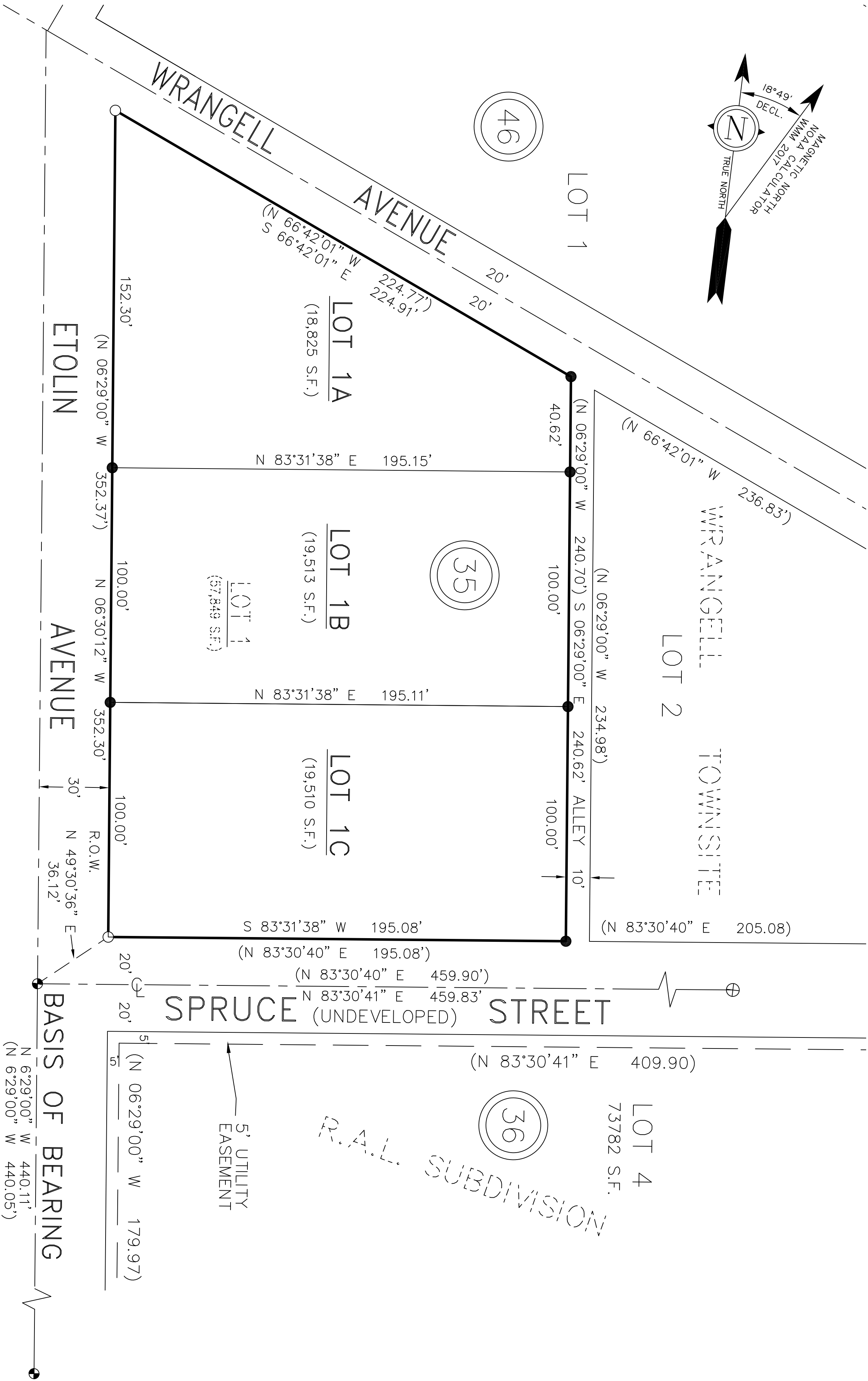
DATE \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION  
SECRETARY \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SOUND AND TRUE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED IN ACCORDANCE WITH THE RECORD, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE \_\_\_\_\_

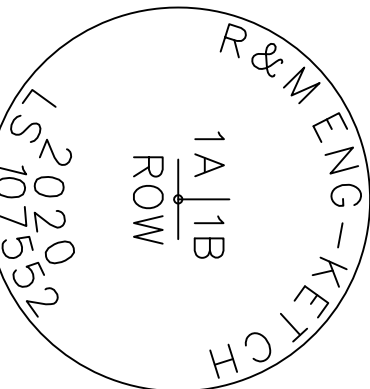
CHRISTOPHER G. PIBURN, PLS # 107552



VICINITY MAP

SCALE: NOT TO SCALE

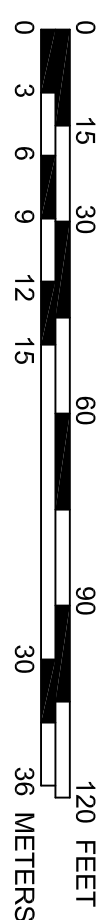
TYPICAL SECONDARY MONUMENT SET THIS SURVEY



SET 5/8" X 30" LONG REBAR (UNLESS OTHERWISE NOTED) AND 2" ALUMINUM CAP WITH PLASTIC INSERT

SCALE 1"=30'

THIS DRAWING MAY BE REDUCED. VERIFY SCALE BEFORE USING



1 METER = 3.2808333 U.S. SURVEY FEET  
1 U.S. ACRE = 0.4047 HECTARES

SHEET 1 OF 1

R&M ENGINEERING-KETCHIKAN, INC.  
225-7917  
KETCHIKAN, AK 99901  
Phone: (907) 225-7917  
Fax: (907) 225-3441

WRANGELL OFFICE  
99229  
Phone: (907) 305-0820  
WRANGELL, AK 99229

CERTIFICATE OF AUTHORIZATION #: C576

ETOLIN / SPRUCE SUBDIVISION

A SUBDIVISION AND REBLAT OF LOT 1, BLK 35, OF WRANGELL TOWNSITE (USS 1119), CREATING LOTS 1A, 1B, AND 1C, ETOLIN / SPRUCE SUBDIVISION

LOCATED WITHIN SECTION 30, TOWNSHIP 62 SOUTH, RANGE 84 EAST COPPER RIVER MERIDIAN, ALASKA WRANGELL RECORDING DISTRICT

SURVEYED BY: MCH  
DATE: JUNE 2020  
DRAWN BY: MCH  
DATE: APRIL 2020 - OCTOBER 2020

SCALE: 1"=30'  
CHECKED: CGP  
R&M PROJECT NO: 202729



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Acceptance of the Resignation from Assembly Member Julie Decker from the Borough Assembly

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Letter of Resignation from Assembly Member Decker.

**RECOMMENDATION MOTION:**

Move to Accept the Resignation from Assembly Member Julie Decker from the Borough Assembly and to direct the Borough Clerk to begin advertising for the vacancy with the term expiring on October 2021.

**SUMMARY STATEMENT:**

When a resignation is submitted for an elected seat, the assembly shall vote to accept the resignation.

Once accepted, the Clerk will begin advertising for this vacancy with the term expiring October 2021.

Julie Decker, Wrangell Assembly Member  
P.O. Box 2138, Wrangell, AK 99929  
907-305-0586  
[julieanndecker@gmail.com](mailto:julieanndecker@gmail.com)

RE: Letter of Resignation

Dear Mayor Prysunka and Assembly:

January 6, 2021

First, Gig & I want to thank Wrangell for the support it has shown to us since Sig and Helen's accident. During our darkest hour, Wrangell and others in our Alaska Fishing Family immediately stepped forward to help us survive what is the hardest challenge of our lives. For this, we will be eternally grateful.

Second, I would like to submit my resignation from the Wrangell Assembly, on which I have served as an elected official for over seven years. I have enjoyed this time serving my fellow community members, and learned a tremendous amount about public service (the good, the bad and the ugly). However, I am resigning from all of my volunteer Board and committee positions in order to focus on the hard work of grieving in the coming years. Gig and I are different people now. We need time to heal as well as to better understand what our lives hold for us now.

Lastly, I want to thank the Assembly and Borough staff for making the many years I have served on the Wrangell Assembly a positive experience for me. In particular, I very much appreciate that the current Assembly members are respectful of each other, while voraciously defending their own opinions. When a vote is taken, the majority wins and everyone continues to respect each other, whether they were on the prevailing side or not. **Please do not take this for granted.** Not all local, state or federal governing bodies are this way. I have experienced groups that do not respect each other and it devolves the experience and the degrades the fair representation of the entire community.

I know the Assembly still has difficult decisions ahead of it. I appreciate your service at this difficult period, and that you are willing to put in the time to understand the facts and try to make the best decisions for us all. Good luck to you.

With sincere gratitude,



Julie Decker

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	JANUARY, 12 2021
	<u>Agenda Section</u>	<b>13</b>

**ODINANCE NO. 984** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER FEE" IN THE WRANGELL MUNICIPAL CODE

<p><u>SUBMITTED BY:</u></p> <p>Steve Miller, Port &amp; Harbor Director</p>	<p><u>FISCAL NOTE:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3"><b>Expenditure Required:</b> \$XXX Total</td> </tr> <tr> <td style="width: 33%;">FY 20: \$</td> <td style="width: 33%;">FY 21: \$</td> <td style="width: 33%;">FY22: \$</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3"><b>Amount Budgeted:</b></td> </tr> <tr> <td colspan="3">FY20 \$XXX</td> </tr> <tr> <td colspan="3"><b>Account Number(s):</b></td> </tr> <tr> <td colspan="3">XXXXX XXX XXXX</td> </tr> <tr> <td colspan="3"><b>Account Name(s):</b></td> </tr> <tr> <td colspan="3">Enter Text Here</td> </tr> <tr> <td colspan="3"><b>Unencumbered Balance(s) (prior to expenditure):</b></td> </tr> <tr> <td colspan="3">\$XXX</td> </tr> </table>	<b>Expenditure Required:</b> \$XXX Total			FY 20: \$	FY 21: \$	FY22: \$				<b>Amount Budgeted:</b>			FY20 \$XXX			<b>Account Number(s):</b>			XXXXX XXX XXXX			<b>Account Name(s):</b>			Enter Text Here			<b>Unencumbered Balance(s) (prior to expenditure):</b>			\$XXX		
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\$XXX																																		

<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	PORT COMMISSION
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. ORDINANCE NO 984.

### RECOMMENDATION MOTION:

Move to Approve first reading of ORDINANCE No. 984 and move to a Second Reading with a Public Hearing to be held on January 26, 2021.

### SUMMARY STATEMENT:

The current Wrangell Municipal Code Section 14.01.030 (DD) definition of "Live Aboard" was not as clear as it need to be to define a "Live Aboard". The amended version of this ordinance clearly states this definition and makes users aware there is a fee for such activity.

The second piece of this ordinance is the addition of 14.01.030 (MM) “Residential User Fee” which gives us the definition of “Residential User Fee”, and also gives the Ports and Harbors Department the ability to collect a fee. The Residential User Fee will be the amount the City and Borough of Wrangell charges for Water, Sewer and Garbage. It is the same fee every person in Wrangell pays at their home or rental for these utilities.



## CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 984

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER FEE" IN THE WRANGELL MUNICIPAL CODE

WHEREAS, pursuant to WMC 14.11.005 the Assembly has authority to establish the fee schedule for Wrangell Port and Harbors; and

WHEREAS, it has become necessary to update the Wrangell Municipal Code (WMC) Title 14 to better define "Live Aboard" and define "Residential User Fee" of the Wrangell Ports and Harbors; and

WHEREAS, the current definition does not adequately support collection of the current Live Aboard Fee; and

WHEREAS, it is necessary to charge for prolonged over-night use of moored vessels as living quarters because the use creates increased impacts on the Wrangell Ports and Harbors facilities, dockside utilities, the pumping stations and the harbor eco system; and

WHEREAS it is necessary to adequately and fairly collect fees for these additional burdens from those enjoying the use; and

WHEREAS it has become increasingly difficult to assess the fee under the current definition of Live Aboard codified in WMC 14.01.030(DD); and

WHEREAS, it is necessary to make these changes for efficient and equitable administration of the Wrangell Ports and Harbors; and

WHEREAS, these changes are of a permanent nature amending the code, an ordinance is appropriate.

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

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

SEC. 1. Action. The purpose of this ordinance is to amend Section 14.01.030(DD) of the Wrangell Municipal Code titled Live Aboard and add Section 14.01.030(MM) titled Residential User Fees.

SEC. 2. Amendment of Section. Section 14.01.030 (DD) of the Wrangell Municipal Code is amended to read:

DD. "Live aboard" means any vessel utilizing the harbor as a primary residence for one or more persons. Any vessel using the harbor this way [thus used] must still comply with [all vessel] other vessel requirements of the harbor system. All Live Aboards shall be charged the Residential User Fee.

SEC 3. Addition of Section. Section 14.01.030 "Definitions" shall further be amended to include a new Subsection (MM) that shall read:

MM. "Residential User Fee" The Residential User Fee shall be comprised of the current rates set for the municipal utilities within Wrangell Ports and Harbors for water, sewer, and garbage added together. The Residential User Fee shall be charged to any individual receiving mail through the harbor, claiming a Wrangell Harbor address as their primary residence on any borough document, or against any vessel which hosts one or more people overnight for more than four nights in a single calendar month.

And henceforth "Live Aboard Fee" and "Residential User Fee" shall be treated as interchangeable when used by Wrangell Ports and Harbors and the Live Aboard Fee shall be recalculated as necessary to comply with the new formula in WMC 14.01.030(MM) as needed from time to time.

SEC. 4. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED IN FIRST READING: \_\_\_\_\_, 2021.

PASSED IN SECOND READING \_\_\_\_\_, 2021.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Stephen Prysunka, Borough Mayor

ATTEST:

\_\_\_\_\_  
Kim Lane, Borough Clerk

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstaining: \_\_\_\_\_

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of Sponsorship Plan for Wrangell (Reliance Harbor) Seaplane Base (68A)

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager  
Steve Miller, Port & Harbor Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

**Amount Budgeted:**

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

**Account Number(s):**

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

**Account Name(s):**

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

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Letter from ADOT; 2. Bill of Sale to WRG; 3. Airport Assurances; 4. Airport Transfer Analysis

**RECOMMENDATION MOTION:**

Move to Approve Sponsorship Plan for Wrangell (Reliance Harbor) Seaplane Base (68A).

**SUMMARY STATEMENT:**

The CARES Act allocated money through the FAA for all airports, including seaplane bases (SPB). Upon distribution of the CARES Act funds the FAA and the Alaska Department of Transportation (ADOT) realized ADOT still held official sponsorship status for several bases in Southeast Alaska for

which title had previously been transferred. ADOT reached out to the owners of the seaplane bases in October. Somehow, Wrangell's correspondence was not mailed or emailed so we did not receive the correspondence until November. Copies of the letter, and 'apology' email are attached for the Assembly's review. The correspondence requested an answer by the end of November from the CBW about accepting sponsorship status. The CBW followed up by phone requesting an initial extension until December. A second extension until January was subsequently requested. What follows is a summary of the situation and an Administrative recommendation for a Sponsorship Plan. Borough Administration (Port & Harbor Director or Borough Manager) met by phone with representatives from the FAA and ADOT on January 5, 2021 to fully understand the circumstances.

### **Status**

- Ownership of the Wrangell SPB was transferred from ADOT to the CBW on April 24, 2002.
- The Wrangell SPB is considered *Basic* on the National Plan of Integrated Airport Systems (NPIAS).
  - *Basic* status means:
    - Wrangell SPB is obligated to meet FAA airport assurances
    - Wrangell SPB is eligible for federal FAA grant funding for maintenance or capital replacement
    - It is believed Wrangell SPB achieved *Basic* status because there is a US Customs and Border Protection Office in Wrangell
      - Wrangell does not have the minimum number (9) aircraft based here to qualify with the number of planes served
- The last (and believed to be only) time federal money was accepted for the Wrangell SPB was in 1980 for tidelands acquisition and construction which obligates the Sponsor to the FAA airport assurances requirements
- The CARES Act allocated \$20,000 for the Wrangell SPB
  - The FAA and ADOT both recommend Wrangell become the official sponsor and accept the allocation
  - However, both acknowledge accepting the money would likely mean the FAA would be unwilling to reduce the status of the Wrangell SPB and deobligate it from meeting airport assurances for at least a period of 10 years
- The Wrangell SPB is in need of significant maintenance and repair, or replacement

### **Recommendation – Sponsorship Plan**

- Apply for transfer of sponsorship from ADOT to the CBW
- Accept the \$20,000 CARES Act funding and make improvements to the Seaplane Base
- Work with FAA Planners to develop the required Seaplane Base CIP Plan so projects can be submitted for federal grant consideration

### **Application Process for Sponsorship Transfer**

- Review of CBW Audited Financial Statements
- Attorney Opinion Letter
- NEPA Review
- Work with FAA Planners to develop a Wrangell SPB CIP Plan

**Impact of Meeting Airport Assurances**

The list of 39 FAA Assurances is significant. Most do not, and would never apply to the Wrangell Seaplane Base. However, one of the requirements is that the base is only allowed to be used for aircraft, not boats. Wrangell currently uses the base for vessels. A discussion was had with the FAA and ADOT representatives about the likelihood of being “caught” if we occasionally allowed a vessel moorage at the Seaplane Base. They agreed the likelihood was small but said it is possible when FAA inspectors come to see the Wrangell Airport that they may inspect the Seaplane Base. It is also possible a pilot could complain to the FAA if there is not adequate space for aircraft moorage. Administration is recommending the addition of new signage to the Seaplane Base that notices its use is for aircraft only. The Harbor will likely still allow boats to moor there as necessary with preference given to aircraft. If it becomes an issue, operations will change to ensure use by aircraft only. Otherwise, the Port & Harbor Director does not have any concerns about Wrangell’s ability to meet the obligations required under the Assurances. The possibility of having some federal grant funding to offset the costs of maintenance at the Wrangell SPB outweigh the annual operating and reporting requirements.

\*Please note the attached packet from ADOT was unable to be edited so the order of documents is somewhat jumbled in Administration’s opinion.



#####

On November 9, 2020 Administration received an apology email from the Department of Transportation acknowledging that correspondence date October 6<sup>th</sup> had not been sent to the Borough regarding the need to resolve sponsorship status of the two Sea Plane Bases (Wrangell and Myers Chuck) owned by the Borough. The ownership of the two sea plane bases was transferred to Wrangell in April of 2002 for Reliance Harbor and June of 2014 for Myers Chuck. What the State did not realize is that FAA “sponsorship,” or maintenance and financial responsibility, for the sea plane bases did not automatically transfer with the ownership. Sponsorship has to be applied for and granted by the FAA. ADOT became aware of this situation because the State received CARES Act funding for the sea plane bases (\$20,000 for Wrangell-Reliance Harbor and \$1,000 for Myers Chuck). ADOT intended to transfer that money to Wrangell and determined they were unable to do so because the State still holds sponsorship status for the sea plane bases.

Here is the proverbial “punchline” on taking on the responsibility of sponsorship:

Wrangell – Reliance Harbor: The Wrangell SPB is currently classified as a basic airport. That makes it eligible for federal maintenance funding through the FAA. The last time federal money was received for the SPB was in 1980, it was by the State, and believed to be for construction of the SPB. That means the facility has outlived its useful life and is eligible for federal money for reconstruction of the base. Eligibility does not mean a guarantee in funding of course. Federal money mandates minimum requirements by the sponsor regarding maintenance and responsibilities. If Wrangell agrees to become the sponsor (and is approved by the FAA) and accepts the \$20,000 in CARES funding these obligations will kick into gear. Please see the attached document titled FAA Assurances to understand in detail what the obligations will be. There are 39 Assurances – most of which Wrangell either is, or would have no problem managing. Several of them do not apply in Wrangell’s situation. There are annual reporting requirements and

## Airport Transfer Analysis

### **Summary of FAA's Review of Airport transfer for compliance with Grant Assurances.**

FAA must make a determination on the eligibility of the sponsor. This review requires that the sponsor is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the AIP project application and grant agreements forms. The sponsor must also show that they have the authority to act as a sponsor. An opinion of the sponsor's attorney as to its legal authority to act as a sponsor and carry out its responsibilities under the grant agreement is required. Reference Order 5100.38A, para. 201.

### **Pertinent Grant Assurances**

- The airport owner will give assurance satisfactory to the Secretary that good title will be acquired. **(Assurance 4. Good Title).**
- The review is intended to ensure that the new airport owner does not surrender by contract its capability to sufficiently control the airport in order to carry out its commitments to the Federal government. FAA is looking to identify any terms and conditions of the arrangement which could prevent the realization of the full benefits for which the airport was constructed, or which could develop into a restriction on the new owner's ability to meet its obligations to the Federal government. **(Assurance 5. Preserving Rights and Powers).**
- Any lease or agreement granting the right to serve the public on the premise of an airport so obligated should be subordinate to the authority of the owner to establish sufficient control over the operation to guarantee that patrons will be treated fairly. **(Assurance 5. Preserving Rights and Powers)**
- The airport owner is obligated to the Federal Government to ensure that the facilities of the airport are made available to the public on fair and reasonable terms without unjust discrimination. **(Assurance 22. Economic Discrimination).**
- The previous airport owner has not granted an exclusive right for the use of the airport. **Assurance 23. Exclusive Rights).**
- The review looks to ensure that the airport owner maintains a fee and rental structure for facilities and services that will make the airport as self sustaining as possible, in accordance with 49 U.S.C. Section 47107. **(Assurance 24. Fee and Rental Structure).**
- Disposition of airport revenue conforms to Federal policy **Assurance 25 Airport Revenue).** Use of Airport Revenue Policy 64 FR 7696, February 16, 1999.

**Documents required to be submitted to FAA for review and approval:**

- Public Agency's enabling legislation or act that gives it the authority to operate and own the airport(s).
- If operation and management of airport is conducted by another party, submit a copy of the executed or draft Operation and Management Agreement for the specific airport.
- Proof of Good Title including copy of executed deed and tract information.
- If new sponsor purchased airport from a previous FAA Sponsor an executed copy of the Assumption agreement including list of transferred grants.
- Applicant's attorney legal certification that the applicant meets the legal requirements to carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors which are contained in the AIP project applicant and grant agreement forms. Reference FAA Order 5100.38C, para 201b.
- Applicant's audited financial statements for the most recent fiscal year end. Reference FAA Order 5100.38C, para 201a.
- Exhibit A map, Airport Layout Plan and Land Inventory map identifying grant acquired land.
- Approval of other government agencies if applicable. As a general rule, the name of the approving agency and date of approval will be sufficient. However, when a state law requires channeling through a state aeronautics commission, the approval of that commission must be indicated by endorsement or by other means, which the commission may want to use. Per 5100.38C (paragraph 1090)
- Part 139 Application for Certificate, amendments to Airport Certification Manual (ACM)/Airport Certification Specifications (ACS) if applicable.
- Submission of compatible land use plan including zoning laws that restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. (optional)
- Airport Business Plan prepared by new sponsor. (optional)
- As necessary, any documentation required pursuant to the *National Environmental Policy Act of 1970* (42 U.S.C. 4321-4347) (NEPA), the Council of Environmental Quality Regulations for the implementation of NEPA (40 CFR 1500-1508), and applicable Department of Transportation and Federal Aviation Administration Orders implementing NEPA.
- Private airport transfers

Succession plan

Bankruptcy protection

Grants agreements recorded as liens on the property

Title search



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Transportation and

Item c.

**Public Facilities**  
SOUTHCOST REGION  
Regional Director's Office

6860 Glacier Highway  
P.O. Box 112506  
Juneau, Alaska 99811-2506  
Main: 907.465.1763  
Fax: 907.465.2016  
dot.alaska.gov

October 2, 2020

City and Borough of Wrangell  
Attn: Lisa Von Bargen, Borough Manager  
PO Box 531  
Wrangell, Alaska 99929

Dear Ms. Von Bargen:

The Alaska Department of Transportation and Public Facilities (DOT&PF) transferred ownership of the Wrangell Seaplane Base (68A) to the City and Borough of Wrangell on the 24<sup>th</sup> of April 2002. However, the DOT&PF has been advised by the Federal Aviation Administration (FAA) that being the new owner does not automatically qualify the City and Borough of Wrangell to be an airport sponsor able to receive FAA funding.

There is a process the City and Borough of Wrangell must complete to be considered an eligible sponsor of the seaplane facility and to potentially receive FAA grants for this facility. The criteria for public agency eligibility is attached to this letter and included in FAA Order 5100.38D (2-7, Table 2-8), which defines the sponsor evaluation process. The FAA's Airport Transfer Analysis guidance document is also attached and is a summary of FAA's review of the transfer for compliance with Grant Assurances. Please review these documents carefully.

The DOT&PF believes 68A would be eligible for FAA grants in the future should the City and Borough of Wrangell elect to pursue that funding. If you would like to complete the sponsor transfer process, please review the sponsor qualification information and contact Paul Khera, Aviation Planner with DOTPF, to discuss the next steps. An additional consideration to note is the State of Alaska has been awarded \$20,000 in CARES ACT funds, allocated specifically for the Wrangell Seaplane Base, and funds can be transferred to the City upon a change in sponsorship.

If you do not wish to pursue the sponsor transfer process, or believe you cannot meet the sponsor qualification requirements, then DOT&PF recommends this facility be removed from the National Plan of Integrated Airport Systems (NPIAS). Please note that removing a facility from the NPIAS will make it ineligible for federal funding through the Airport Improvement Program. It is very unlikely your facility would meet the essential airport attributes required for inclusion in the NPIAS in the future.

Your response to this letter is requested within thirty (30) days of receipt. Please contact Paul Khera at paul.khera@alaska.gov or (907) 465-4445 if you have any questions.

Sincerely,

*"Keep Alaska Moving through service and infrastructure."*

D. Lance Mearig, P.E.  
Director, Southcoast Region

Attachments: FAA Order 5100.38D (2-7, Table 2-8)  
FAA Airport Transfer Analysis  
2002 Bill of Sale

Copy to: Pat Carroll, Deputy Director– Southcoast Region, DOT&PF  
Molly Fierro, Compliance Program Manager, FAA  
Marie Heidemann, Chief – Juneau Field Office Planning, DOT&PF  
Paul Khera, Aviation Planner, Juneau Field Office Planning, DOT&PF  
Troy LaRue, C.M., Division Operations Manager, Statewide Aviation, DOT&PF  
Marcus Zimmerman, Maintenance Specialist, DOT&PF

**BILL OF SALE**

THIS SALE, is made this 24th day of April, 2002, by and between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter referred to as the STATE, whose mailing address is 6860 Glacier Avenue, Juneau AK 99801, and the City of Wrangell, a Municipal Corporation, incorporated under A.S. 29.05.011 et seq., hereinafter referred to as the Municipality, whose mailing address is P.O. Box 531, Wrangell, AK 99929.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, the STATE does hereby sell, transfer and deliver to the MUNICIPALITY, for continued use as a public facility, all the STATE'S interest, if any, in the following personal property:

ANY and ALL personal property that the STATE owns or has interest in including, but not limited to docks, flotation devices, dolphins, piers, approaches and approach ramps, walkways, and any and all other related personal property whatsoever located at or near the Wrangell Seaplane Float, all within Alaska Tideland Survey No. 83, Section 25, Township 62 South Range 83 East, Copper River Meridian, Wrangell Recording District, 1<sup>st</sup> Judicial District, Alaska. As shown on Attachment A.

TO HAVE, and to hold all the facilities and aforesaid items to the MUNICIPALITY, its executors, administrators, heirs and assigns to its use and administration as a public facility forever.

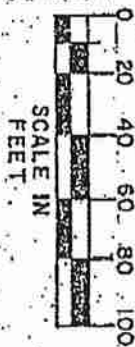
The STATE makes no covenant, representation, or warrantee as to the suitability of the personal property or as to the physical condition of the personal property for any purpose. The MUNICIPALITY acknowledges that it has inspected the property, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study on and of the personal property as it deems necessary for the purpose of acquiring the personal property for the MUNICIPALITY'S intended use. The MUNICIPALITY hereby waives all objections to or claims with respect to the physical characteristics and existing conditions of the personal property including hazardous materials in, at, on or under or related to the personal property. The MUNICIPALITY further acknowledges and agrees that the personal property is sold and conveyed to, and purchased and accepted by, the MUNICIPALITY in its present condition "as-is" with all its faults, and the MUNICIPALITY hereby assumes the risk that an adverse past, present, or future physical characteristics and conditions may not have been revealed by the MUNICIPALITY'S inspection or investigation. The MUNICIPALITY shall indemnify and hold harmless the STATE from and against all claims, damages, or liabilities (whether or not caused by negligence), including civil or criminal fines, arising out of or relating to the physical characteristics and existing conditions of the personal property from the date of the sale forward.

STATE OF ALASKA Department of  
Transportation and Public Facilities  
By: [Signature]  
Title: DIRECTOR  
Date: 5/3/02

ACCEPTED By  
[Signature]  
For the MUNICIPALITY  
Title: City Manager  
Date: 4/24/02



- WORK ITEMS**
- ① REMOVE EXISTING SEAPLANE FLOAT FACILITIES
  - ② SEAPLANE FLOAT, 40'x160'
  - ③ APPROACH FLOAT, 10'x25'
  - ④ DOCK MODIFICATIONS & GANGWAY
  - ⑤ LIGHTING & WATER
  - ⑥ LAND ACQUISITION
- LEGEND**
- EXISTING FLOATS, DOCKS, STRUCTURES
  - - - EXISTING SEAPLANE FLOAT FACILITIES
  - PROPOSED SEAPLANE FLOAT FACILITIES
  - SHORELINE
  - PROPERTY LINE



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES  
DIVISION OF AVIATION—DESIGN AND CONSTRUCTION

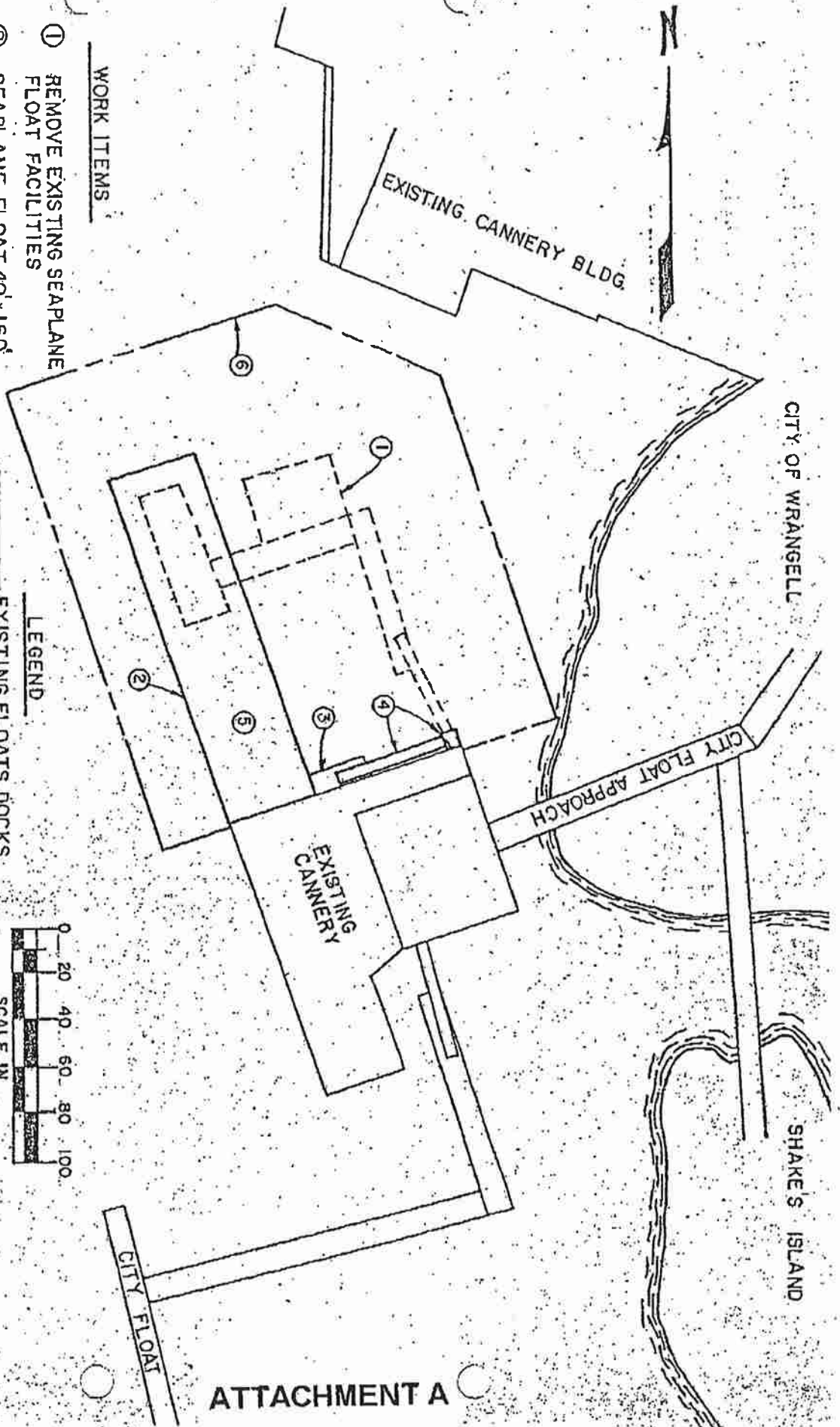
WRANGELL SEAPLANE BASE  
PREAPPLICATION FOR  
FEDERAL ASSISTANCE SKETCH

SCALE 1" = 60'

DATE 5/11/04 DESIGNED J.C.J.

APPROVED [Signature] SHEET 1

ATTACHMENT A



## 2-7. Sponsor Qualification Criteria.

For an ADO to issue a grant, the FAA must first determine that the sponsor is able to assume the responsibilities defined in the grant. Details of this requirement are outlined in 49 USC § 47105, § 47106 and § 47107. The general sponsorship criteria are different for public agencies and private entities. The criteria for public agencies are listed in Table 2-8 and for private entities are listed in Table 2-9. Additional criteria, requirements, and considerations that apply to specific sponsorship situations are listed in Table 2-10. These requirements do not apply to federal agency sponsors of an FAA designated safety critical airport eligible under 49 USC § 47118(h).

**Table 2-8 Legal and Financial Requirements for Public Agencies**

The criteria are...
<p><b>a.</b> Per 49 USC § 47105(b)(2), a sponsor must be proposing a project for a public-use airport included in the current National Plan of Integrated Airport Systems (NPIAS).</p>
<p><b>b.</b> Per 49 USC § 47106(a)(3), a sponsor must be financially able to assume and carry out the sponsor's duties in the AIP project application and grant agreements. This includes being able to finance the sponsor share of grants. Per FAA policy, if a public sponsor has an open grant from a federal agency that requires compliance with OMB Circulars A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR 200 Subpart E, Cost Principles), and A-102, Grants and Cooperative Agreements with State and Local Governments(2 CFR § 200.416 and §200.417), this requirement is met. Otherwise, the ADO must work with ACO-100 to make this determination.</p>
<p><b>c.</b> Per 49 USC § 47106(b)(1), the sponsor, another public agency, or the federal government must have good title to the areas of the airport used or intended to be used for the landing, taking off, or surface maneuvering of aircraft. Per FAA policy, if the good title requirement is not met prior to the grant being issued, the acquisition of good title must be in process. Also per FAA policy, the sponsor can meet this good title requirement by leasing from another public agency that holds good title, provided that the duration of the lease is at least as long as the useful life of the project. (A lease from a private entity does not provide good title.).</p>
<p><b>d.</b> Per 49 USC § 47106(a)(5), a sponsor must legally have the authority to act as a sponsor.</p> <p>The sponsor must not be encumbered by any existing agreements that would prevent it from acting as a sponsor. Legal authority to be a public sponsor comes from its state authorizing legislation, also called state enabling legislation. The authorizing legislation must clearly provide the sponsor the authority to carry out the obligations and responsibilities of sponsorship. Per FAA policy, the sponsor must provide a copy of the state authorizing legislation to the ADO prior to the sponsor applying for its first grant. Per FAA policy, the ADO has the option to require an opinion from the sponsor's attorney regarding whether the sponsor has the legal authority to act as a sponsor.</p>
<p><b>e.</b> Per 49 USC § 47106(d), if a sponsor has previously received a grant, the sponsor must be in compliance with its current grant obligations. ACO-100 maintains a list of the sponsors that are not in compliance.</p>
<p><b>f.</b> Per 49 USC § 47107(d), the sponsor must be able to maintain and operate the airport as a public-use airport to FAA standards.</p>

**Table 2-8 Legal and Financial Requirements for Public Agencies**

The criteria are...
<p><b>g.</b> Per 2 CFR part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), a sponsor must not be suspended or debarred by the federal government.</p>

**Table 2-9 Legal and Financial Requirements for Private Entities**

The criteria are...
<p><b>a.</b> Per 49 USC § 47105(b)(2), a sponsor must be proposing a project for a public-use airport included in the current National Plan of Integrated Airport Systems (NPIAS).</p>
<p><b>b.</b> Per 49 USC § 47102(26), the sponsor must be the private owner of a public-use airport. 49 USC § 47102(22)(B) defines a privately-owned airport as a public use airport if it is used or intended to be used for public purposes and:</p> <p><b>(1)</b> Is a reliever airport. The FAA defines which airports are privately-owned reliever airports in the current version of FAA Order 5090.3, Field Formulation of the National Plan of Integrated Airport Systems (NPIAS).</p> <p><b>(2)</b> The airport has at least 2,500 passenger boardings each year and receives scheduled passenger aircraft service.</p>
<p><b>c.</b> Per 49 USC § 47106(b), the sponsor must have good title to the airport property. Per FAA policy, if the good title requirement is not met prior to the grant being issued, the acquisition of good title must be in process. Also per FAA policy, the sponsor can meet this good title requirement by leasing from a public agency that holds good title, provided that the duration of the lease is at least as long as the useful life of the project.</p>
<p><b>d.</b> Per 49 USC § 47107(d), the sponsor must be able to maintain and operate the airport as a public-use airport to FAA standards.</p>
<p><b>e.</b> Per 49 USC § 47106(a)(3), a sponsor must be financially able to assume and carry out the sponsor's duties in the AIP project application and grant agreements.</p> <p>If a private sponsor can provide documentation that a certified public accounting firm has determined they are financially able to assume and carry out the sponsor duties, this requirement has been met. The certified public accounting firm must have reviewed the sponsor's financial documentation and affirmed the sponsor has sufficient funds on hand, or a combination of funds and agreements with airport tenants, that will provide adequate income to finance the sponsor share and costs of operating/maintaining the airport for at least 10 years in the future. Otherwise, the ADO must have obtained concurrence from ACO-100 to proceed.</p>
<p><b>f.</b> Per 49 USC § 47106, a sponsor must legally have the authority to act as a sponsor.</p> <p>The sponsor must not be encumbered by any existing agreements that would prevent it from acting as a sponsor. The ADO may require an opinion of the sponsor's attorney of its legal authority to act as a sponsor and carry out its responsibilities under the grant agreement.</p>



**Table 2-8 Legal and Financial Requirements for Public Agencies**

The criteria are...	
<b>g.</b>	Per 49 USC § 47106(d), if a sponsor has previously received a grant, the sponsor must be in compliance with its current grant obligations.  ACO-100 maintains a list of the sponsors that are not in compliance.
<b>h.</b>	Per 2 CFR part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), a sponsor must not be suspended or debarred by the federal government.

**Table 2-10 Additional Criteria, Requirements, and Considerations for Specific Sponsorship Situations**

For the following sponsorship situation...	The additional criteria, requirements, and considerations apply...
<b>a.</b> A state acting as a sponsor for one or more specific airports ( <i>Note: When a state is acting as a sponsor for more than one airport within the state, this is often referred to as a various locations grant.</i> )	<p><b>(1)</b> 49 USC § 47105(a)(1)(B) allows state sponsorship of development and planning projects for one or more airports provided:</p> <p><b>(a)</b> The sponsor of each airport consents in writing to the state sponsorship.</p> <p><b>(b)</b> There is administrative merit and aeronautical benefit to the state sponsorship. Per FAA policy, the ADO makes this determination.</p> <p><b>(c)</b> There is written documentation that the state will comply with the required grant conditions and assurances. Per FAA policy, the ADO makes this determination.</p> <p><b>(2)</b> 49 USC § 47102(27) defines a state as a state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, and the Trust Territory of the Pacific Islands (Republic of the Marshall Islands, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, the Republic of Palau).</p> <p><b>(3)</b> This sponsorship type is not the State Block Grant Program.</p> <p><b>(4)</b> The state must provide the signed copy of an Agreement on State Sponsorship and Sponsor Obligations (see Appendix V) to the ADO with the grant application and the ADO must approve or disapprove any changes or addendum to the agreement.</p>
<b>b.</b> A state approved by the FAA to be in the block grant program	<p><b>(1)</b> State block grant sponsorship is restricted to states selected for the State Block Grant Program as discussed in Section 2 of Chapter 6.</p> <p><b>(2)</b> Under the State Block Grant Program, the state is the sponsor. The state then issues subgrants to the airports that are included in the program.</p>

**Table 2-10 Additional Criteria, Requirements, and Considerations for Specific Sponsorship Situations**

<b>For the following sponsorship situation...</b>	<b>The additional criteria, requirements, and considerations apply...</b>
<p><b>c.</b> A public agency not owning or leasing a public-use airport</p>	<p>(1) During the acquisition or establishment of an airport, the regional division manager must have made two separate sponsor designations.</p> <p>(2) First, the regional division manager may designate a public agency as a sponsor for a planning grant to acquire or establish a public-use airport.</p> <p>(3) Second, if the regional division manager, ADO, and the sponsor decide to continue with the airport acquisition or establishment, the regional division manager must separately designate that the sponsor is legally and financially able to assume the responsibilities of a sponsor. This is because the Planning Agency Grant Assurances are less extensive than the Sponsor Grant Assurances.</p>
<p><b>d.</b> A metropolitan planning agency or a state planning agency</p>	<p>(1) A planning agency sponsor must be authorized by the laws of the state (or states or political subdivisions concerned) to engage in area-wide planning for the areas in which the grant funding is to be used.</p> <p>(2) Typical state agencies that may qualify as a planning agency sponsor are planning offices, aeronautics commissions, and departments of transportation.</p> <p>(3) Typical metropolitan planning agencies include metropolitan planning organizations, councils of government, and regional planning commissions.</p>
<p><b>e.</b> Entities acting as sponsor agents (including channeling act states)</p>	<p>(1) A public agency may act as an agent of the sponsor without being considered a co-sponsor. These agents are not true sponsors or co-sponsors, but they do play a role in the AIP grant process.</p> <p>(2) Channeling is the most common type of agent agreement. State channeling of federal airport grants occurs in various forms within numerous states. Normally, when an airport is in a channeling act state, the sponsor submits payment request information to the state, who then submits the request to the FAA. In this case, the FAA makes payments to the state, and the state then distributes the payment to the sponsor. In some cases the state may also provide technical oversight and review, which may include state submittal of grant applications and/or closeout requests. This is based on state enabling legislation, rather than federal law. In many cases, the state also signs the grant agreements. Channeling agreements based on state enabling legislation do not need approval from the ADO.</p> <p>(3) Except for channeling act agreements, other agent-sponsor agreements require prior ADO review and regional division manager approval in order to be valid. These agreements are rare and must include the terms, conditions, powers, responsibilities, and relationship of the agent to the sponsor. The agreement may be in the form of a resolution or ordinance, and a copy of the agreement, along with regional division manager's concurrence, must be kept on file in the ADO.</p>

**Table 2-10 Additional Criteria, Requirements, and Considerations for Specific Sponsorship Situations**

For the following sponsorship situation...	The additional criteria, requirements, and considerations apply...
<b>f.</b> Two entities acting as co-sponsors	<p>(1) Each of the public agencies must be an FAA-approved sponsor. Since the FAA makes each of these sponsorship determinations independently, an additional co-sponsorship determination is not required. The ADO agrees to the co-sponsorship by issuing the grant.</p> <p>(2) Both co-sponsors sign the grant agreement.</p> <p>(3) The FAA has determined that each of the public agencies must jointly and severally meet the requirements for being a sponsor for the specific grant. As a result, each of the co-sponsors is individually bound to the terms and conditions of the grant agreement.</p> <p>(4) Most co-sponsorship arrangements are for planning grants.</p> <p>(5) Channeling act states are not considered to be co-sponsors, they are sponsor agents even if they sign the grant agreement.</p> <p>(6) Any two or more public agencies may request to co-sponsor a project.</p>
<b>g.</b> Sponsors for compatible land use <i>planning</i> or compatible land use <i>projects</i> per 49 USC § 47141	<p>(1) The sponsor has authority to plan and adopt land use compatibility plans and control measures, including zoning, in the planning area in and around the airport.</p> <p>(2) The sponsor and the airport must enter into a written agreement to prepare the compatible land use plan cooperatively.</p>
<b>h.</b> Sponsors that are acquiring airport development rights from a privately-owned public-use airport under the pilot program in 49 USC § 47138(a)	<p>(1) The additional sponsor requirements are contained in Chapter 6, Section 8, which covers the airport development rights pilot program.</p>

## 2-8. State Sponsorship Benefits.

One of the benefits of having a state act as a sponsor for more than one airport (like for various location grants) is that it may reduce ADO, state, or sponsor workload by combining multiple grants into one. It may also provide economies of scale through state sponsorship. For instance, equipment can be acquired in quantity at potentially lower unit cost, several small and similar construction projects can be accomplished or related airport master plans or airport layout plans can be prepared. Co-sponsorship of projects between the airport and the state remains an alternative to this procedure if the airport, the state and ADO believe this to be more efficient.



## Certificate Of Completion

Envelope Id: BAF76E6AD8A94CE285867AF1A6B580A6	Status: Completed
Subject: Please DocuSign: Airport Transfer Analysis.pdf, CITY OF WRANGELL SPB TRANSFER 10022020_Ready Fo...	
Source Envelope:	
Document Pages: 11	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Michelle Aragon
Time Zone: (UTC-09:00) Alaska	PO Box 110206
	Juneau, AK 99811
	michelle.aragon@alaska.gov
	IP Address: 158.145.15.25

## Record Tracking

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10/2/2020 2:47:05 PM	michelle.aragon@alaska.gov	
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Storage Appliance Status: Connected	Pool: State of Alaska	Location: DocuSign

## Signer Events

Signature	Timestamp
<p>Lance Mearig</p> <p>lance.mearig@alaska.gov</p> <p>Regional Director</p> <p>State of Alaska DOT&amp;PF, Southcoast Region</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Sent: 10/2/2020 2:57:13 PM</p> <p>Viewed: 10/5/2020 11:23:04 AM</p> <p>Signed: 10/5/2020 11:23:28 AM</p>
<p>Signature Adoption: Uploaded Signature Image</p> <p>Using IP Address: 24.237.12.69</p> <p>Signed using mobile</p>	

## Electronic Record and Signature Disclosure:

Accepted: 9/23/2020 9:50:58 AM  
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Company Name: State of Alaska

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## Editor Delivery Events

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Director's Inbox

dot.sr.director@alaska.gov

Security Level: Email, Account Authentication (None)

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Company Name: State of Alaska

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Marie Heidemann

marie.heidemann@alaska.gov

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Carbon Copy Events	Status	Timestamp	Item c.
Joanne Schmidt joanne.schmidt@alaska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 10/5/2020 11:23:37 AM Viewed: 10/5/2020 11:25:42 AM	
Paul Khera paul.khera@alaska.gov Aviation Planner State of Alaska Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 10/5/2020 11:23:39 AM	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	10/5/2020 11:23:39 AM	
Certified Delivered	Security Checked	10/5/2020 11:23:39 AM	
Signing Complete	Security Checked	10/5/2020 11:23:39 AM	
Completed	Security Checked	10/5/2020 11:23:39 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

### **Consent to Electronically Undertake the TRANSACTION**

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

### **Withdrawing Consent**

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

### **Paper Option for Undertaking the TRANSACTION**

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

### **Copies of TRANSACTION Records**

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

### **Required Hardware and Software**

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

### **How to Contact the State of Alaska**

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska  
Department of Administration  
550 West 7th Avenue  
Suite 1970  
Anchorage, AK 99501  
Reference: DocuSign

[doa.commissioner@alaska.gov](mailto:doa.commissioner@alaska.gov)  
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.



## FAA Airports

### ASSURANCES AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).



## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

- Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## 9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## 10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## 11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## 12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## 13. **Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.



- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.



- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### 33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### 34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of Sponsorship Plan for Meyers Chuck Seaplane Base (84K)

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager and Steve Miller, Port & Harbor Director

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. ADOT Letter; 2. FAA Airport Assurances; 3. Meyers Chuck Bill of Sale to CBW

**RECOMMENDATION MOTION:**

Move to Approve Sponsorship Plan for Meyers Chuck Seaplane Base (84K).

**SUMMARY STATEMENT:**

The CARES Act allocated money through the FAA for all airports, including seaplane bases (SPB). Upon distribution of the CARES Act funds the FAA and the Alaska Department of Transportation (ADOT) realized ADOT still held official sponsorship status for several bases in Southeast Alaska for which title had previously been transferred. ADOT reached out to the owners of the seaplane bases

in October. Somehow, Wrangell's correspondence was not mailed or emailed so we did not receive the correspondence until November. Copies of the letter, and 'apology' email are attached for the Assembly's review. The correspondence requested an answer by the end of November from the CBW about accepting sponsorship status. The CBW followed up by phone requesting an initial extension until December. A second extension until January was subsequently requested. What follows is a summary of the situation and an Administrative recommendation for a Sponsorship Plan. Borough Administration (Port & Harbor Director or Borough Manager) met by phone with representatives from the FAA and ADOT on January 5, 2021 to fully understand the circumstances.

### **Status**

- Ownership of the Meyers Chuck SPB was transferred from ADOT to the CBW on June 23, 2014.
- The Meyers Chuck SPB is considered *Unclassified* on the National Plan of Integrated Airport Systems (NPIAS).
  - *Unclassified* status means:
    - Meyers Chuck SPB is not obligated to meet FAA airport assurances
    - Meyers Chuck SPB is not eligible for any federal FAA grant funding for maintenance or capital replacement
- No federal money has ever been accepted for the Meyers Chuck SPB further unobligating it of any requirements for the FAA
- The CARES Act allocated \$1,000 for the Meyers Chuck SPB
  - The FAA and ADOT both recommend returning the allocation because it is such a small sum of money and would then obligate the sponsor to meet federal airport assurances
- ADOT recommends applying to remove the Meyers Chuck SPB from the NPIAS, thus eliminating all federal ties to the SPB
- The Meyers Chuck SPB is in need of significant maintenance and repair, or replacement
- The Meyers Chuck SPB is busier than the Wrangell SPB as it hosts about four seaplane landings per week spring-fall each year
  - Mail comes by seaplane year round
  - Seaplane is one of only two modes of transportation into Meyers Chuck

### **Recommendation – Sponsorship Plan**

- Apply for transfer of sponsorship from ADOT to the CBW
- Concurrently apply for the Meyers Chuck SPB to be reclassified on the NPIAS from *Unclassified* to *Basic*
  - *Basic* classification allows for the Meyers Chuck SPB to be eligible for FAA grant funding
  - *Basic* classification requires adherence to the FAA airport assurances
  - *Basic* classification requires the SPB to achieve one of several minimum requirements
    - Likely the only way the Meyers Chuck SPB will qualify is because there is a federal agency (United States Postal Service) there; but only if the SPB is considered an official USPS air stop
- Authorize ADOT to return the \$1,000 CARES Act funding
- If reclassification is not approved, apply to have the Meyers Chuck SPB removed from NPIAS

### **Possible Outcomes**



- If classification from *Unclassified* to *Basic* is approved, the Meyers Chuck SPB will be required to meet FAA assurances and will be eligible to apply for federal FAA grant funding, potentially lessening the financial burden of maintenance to the Borough.
- If classification from *Unclassified* to *Basic* is not approved, and the Meyers Chuck SPB will not need to meet federal FAA assurances and will not be eligible for federal grant funding. The cost of SPB operations and maintenance will be the 100% obligation of the Borough. This is no change from the current situation.

#### **Application Process for Sponsorship Transfer**

- Review of CBW Audited Financial Statements
- Attorney Opinion Letter
- NEPA Review
- Work with FAA Planners to develop a Meyers Chuck SPB CIP Plan

The list of 39 FAA Assurances is significant. Most do not, and would never apply to Meyers Chuck. The Port & Harbor Director does not have any concerns about Wrangell's ability to meet the obligations required under the Assurances. The possibility of having some federal grant funding to offset the costs of maintenance at Meyers Chuck outweigh the annual operating and reporting requirements.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Transportation and  
**Public Facilities**

Item d.

SOUTHCOST REGION  
Regional Director's Office

6860 Glacier Highway  
P.O. Box 112506  
Juneau, Alaska 99811-2506  
Main: 907.465.1763  
Fax: 907.465.2016  
dot.alaska.gov

October 6, 2020

City & Borough of Wrangell  
Attn: Lisa Von Bargaen, Borough Manager  
P.O. Box 531  
Wrangell, Alaska 99929

Dear Ms. Von Bargaen:

The Alaska Department of Transportation and Public Facilities (DOT&PF) transferred ownership of the Meyers Chuck Seaplane Base (84K) to the City and Borough of Wrangell on April 24, 2002. The DOT&PF has been advised by the Federal Aviation Administration (FAA) that being the new owner does not automatically qualify the City and Borough of Wrangell to be an airport sponsor able to receive FAA funding. At present, 84K is categorized as an *unclassified* airport and it is an unobligated facility, free of all the FAA's 39 grant assurances (attached).

Per section 3-10 of FAA Order 5100.38D (attached), *unclassified* seaplane bases are unlikely to ever receive FAA funding. This letter informs you that DOT&PF will file to remove 84K from the National Plan of Integrated Airport Systems (NPIAS) in order to allow flexibility for the City and Borough of Wrangell and to free all parties of federal commitments. The one thousand (\$1,000) dollars in CARES money awarded to 84K, which comes with federal obligations, will be returned to the FAA.

Please contact Paul Khera within thirty (30) days of receipt of this letter if you have inquiries or concerns. Paul may be reached at [paul.khera@alaska.gov](mailto:paul.khera@alaska.gov) or (907-465-4445). Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Lance Mearig".

D. Lance Mearig, P.E.  
Director, Southcoast Region

Attachments: FAA Order 5100.38D, Section 3-10  
FAA Grant Assurances  
BILL OF SALE, 04/24/2002

Copy to: Pat Carroll, Deputy Director– Southcoast Region, DOT&PF  
Molly Fierro, Compliance Program Manager, FAA

*"Keep Alaska Moving through service and infrastructure."*

Marie Heidemann, Chief – Juneau Field Office Planning, DOT&PF  
Paul Khera, Aviation Planner, Juneau Field Office Planning, DOT&PF  
Troy LaRue, C.M., Division Operations Manager, Statewide Aviation, DOT&PF  
Marcus Zimmerman, Maintenance Specialist, DOT&PF

**3-10. Justification Requirements for Unclassified Airport Projects.**

Very-low activity nonprimary airports that are not classified as National, Regional, Local, or Basic airports in the latest edition of the FAA Asset or the latest NPIAS report are designated as *unclassified* airports. Because these airports are low-activity, the only projects for which these airports are justified are: projects to rehabilitate the airport's existing primary runway pavement at a frequency not to exceed 10 years; a one-time project to remove obstructions from each end of the primary runway; and runway maintenance projects allowed per 49 USC § 47102(3)(H).

Other projects, including those needed to correct design standards issues, may be considered by the ADO in limited cases where extraordinary justification exists. The ADO must not program these types of projects unless the project has received pre-approval by APP-500. APP-500 provides the current pre-approval process for each fiscal year in an internal Regional Guidance Implementation Memo.



## FAA Airports

### ASSURANCES AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).



## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

- Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## 9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## 10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## 11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## 12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## 13. **Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with



respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.



### 33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### 34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## Meyers Chuck Float Harbor Facility BILL OF SALE

THIS SALE, is made this 23<sup>rd</sup> day of June, 2014, by and between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter referred to as the STATE, whose mailing address is 6860 Glacier Avenue, Juneau AK 99801, and the City and Borough of Wrangell, a Municipal Corporation, incorporated under A.S. 29.05.011 et seq., hereinafter referred to as the Municipality, whose mailing address is P.O. Box 531, Wrangell, AK 99929.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, the STATE does hereby sell, transfer and deliver to the Municipality, for continued use as a public facility, all the STATE'S interest, if any, in the following personal property:

ANY and ALL personal property that the STATE owns or has interest in including, but not limited to docks, flotation devices, dolphins, piers, piling, approaches and approach ramps, grids, seaplane floats, helicopter pads, bulkheads, walkways, and any and all other related personal property whatsoever located in: the Meyers Chuck Float and Seaplane Harbor Facility, all within Alaska Tidelands Survey 804 and unsurveyed tidelands, located within Section 5, Township 71 South, Range 86 East, Copper River Meridian, Ketchikan Recording District, 1<sup>st</sup> Judicial District, Alaska; ("the harbor facilities") as shown on Attachment A.

TO HAVE, and to hold all the facilities and aforesaid items to the Municipality, its executors, administrators, heirs and assigns to its use and administration as a public facility forever.


The STATE makes no covenant, representation, or warrantee as to the suitability of the personal property or as to the physical condition of the personal property for any purpose. The Municipality acknowledges that it has inspected the property, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study on and of the personal property as it deems necessary for the purpose of acquiring the personal property for the Municipality's intended use. The Municipality hereby waives all objections to or claims with respect to the physical characteristics and existing conditions of the personal property including hazardous materials in, at, on or under or related to the personal property. The Municipality further acknowledges and agrees that the personal property is sold and conveyed to, and purchased and accepted by, the Municipality in its present condition "as is" with all its faults, and the Municipality hereby assumes the risk that an adverse past, present, or future physical characteristics and conditions may not have been revealed by the Municipality's inspection or investigation. The Municipality shall indemnify and hold harmless the STATE from and against all claims, damages, or liabilities (whether or not caused by negligence), including civil or criminal fines, arising out of or relating to the physical characteristics and existing conditions of the personal property from the date of the sale forward.

For the Alaska Department of Transportation  
and Public Facilities

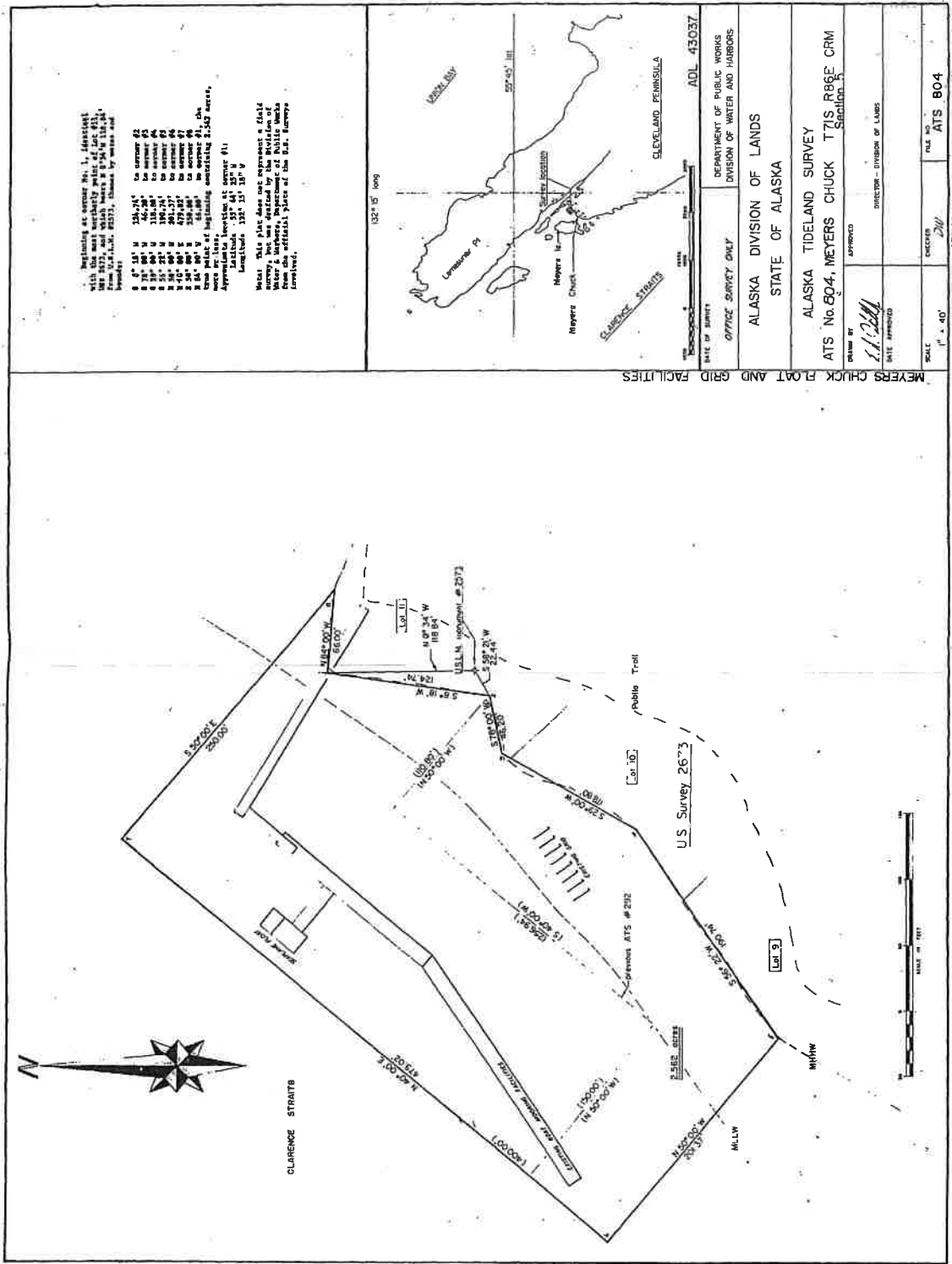
  
Albert H. Clough, CPG  
Southeast Regional Director

Date 6.23.2014

For the City and Borough of Wrangell

  
Jeff Jabusch  
Borough Manager

Date 6-11-14



Attachment A

## Meyers Chuck Float and Seaplane Harbor Facility

### TRANSFER PROJECT AGREEMENT

This transfer agreement is made between the State of Alaska, Department of Transportation and Public Facilities ("the State") and the City and Borough of Wrangell ("the Municipality"). The State and the Municipality enter into this agreement under the authority of AS 35.10.120.

WHEREAS, the State has constructed the Meyers Chuck Float and Seaplane harbor facilities and that they have been operated by the State since construction, more particularly described below ("the harbor facilities");

WHEREAS, the Municipality owns or is eligible to own, subject to approval of the Department of Natural Resources, management authority of the tidelands beneath the harbor facilities;

WHEREAS, the State desires to transfer the harbor facilities to the Municipality;

WHEREAS, the Municipality desires to acquire ownership of the harbor facilities from the State;

WHEREAS, the Alaska Legislature appropriated funds to pay for the deferred maintenance of the harbor facilities; and

WHEREAS, it is in the interest of the State, the Municipality, and the public to transfer ownership of the harbor facilities to the Municipality;

NOW THEREFORE, in consideration of the mutual promises in this agreement, the State and the Municipality agree to transfer ownership of the harbor facilities from the State to the Municipality as follows:

Governing Provisions: The laws of the State of Alaska shall govern this transfer agreement.

Transfer of Harbor facilities: The State shall transfer, by bill of sale, all of its right, title, and interest in the harbor facilities described below. The Municipality agrees to accept the interests that the State transfers. The interests in harbor facilities are more particularly described as:

ANY and ALL personal property that the STATE owns or has interest in including, but not limited to docks, flotation devices, dolphins, piers, piling, approaches and approach ramps, grids, seaplane floats, helicopter pad, bulkheads, walkways, and any and all other related personal property whatsoever located in: the Meyers Chuck Float and Seaplane Harbor Facility, all within Alaska Tidelands Survey 804 and unsurveyed tidelands, located within Section 5, Township 71 South, Range 86 East, Copper River Meridian, Ketchikan Recording District, 1<sup>st</sup> Judicial District, Alaska; ("the harbor facilities") as shown on Attachment A.

Warranties and Condition of Facilities: The State makes no warranties, express or implied, regarding the condition of the harbor facilities transferred or their suitability for continued public use. The State transfers the harbor facilities "as is, where is." The Municipality has inspected the harbor facilities and accepts the harbor facilities in their existing condition without any warranty from the State of their condition or suitability for continued public use.

No Subsequent Transfer: The Municipality agrees covenants and warrants that it shall not transfer title to or control of the harbor facilities without the prior written approval of the State. The Municipality further agrees, covenants and warrants that any transfer title to or control of the harbor facilities without the prior written approval of the State will be void and of no effect.

Deferred Maintenance Funds: The Alaska Legislature has appropriated the sum of \$1,400,000 (Chapter 16, SLA 13, page 80, line 10) to perform repairs and upgrades upon the harbor facilities (the “project”). The State shall pay the funds (less State direct and indirect costs, currently 2%) to the Municipality upon the execution by the Municipality and the State of this agreement.

Record Keeping: The Municipality shall retain for a period of six years after completion of the project all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the Transfer Agreement project work. The Municipality shall insert a clause in any contracts with third-party contractors also requiring a six-year retention schedule. Such materials shall be made available for review, inspection, and copying upon the State’s request.

Public Purpose: Upon conveyance of the State’s interest, the Municipality shall operate and maintain the harbor facilities for the use and benefit of the public. In the event the Municipality fails or ceases to administer, maintain, and operate the harbor facilities as public facilities, title to the harbor facilities shall revert to the State of Alaska, if, but only if, the State of Alaska elects to reassume title.

Approvals and Permits: The Municipality shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all governmental agencies having jurisdiction when operating, managing, performing maintenance upon or undertaking any other activities on the harbor facilities. The State shall notify the U.S. Army Corps of Engineers of the conveyance of the State’s interest and coordinate the transference of existing Corps of Engineers permits to the Municipality.

State Held Harmless: The Municipality agrees to indemnify, defend, and hold harmless the State and the State’s officers, agents, and employees from and against any and all suits, causes of action, claims, damages, losses, and expenses whatsoever relating to the Municipality’s ownership, management, operation, and maintenance of the harbor facilities, including deferred maintenance, that arise on or after the date of this agreement.

Third-Party Contractors: If the Municipality contracts with third-party contractors for planning, design, or construction with regard to deferred maintenance on the harbor facilities using funds appropriated by the Alaska Legislature, the Municipality shall select the contractors using competitive procurement principles consistent with the State Procurement Code, AS 36.30. The Municipality shall require third-party contractors to comply with all the applicable federal, state, and local laws, including but not limited to AS 36.05 (wages and hours of labor), AS 36.10 (employment preference), AS 36.15.010 through 36.15.050 (forest products preference) and AS 36.25 (contractor’s bonds).

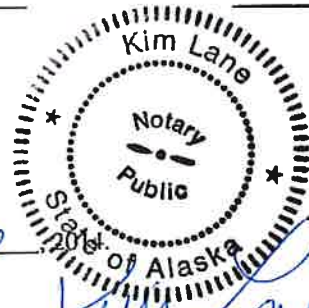
The Municipality shall provide the State with documentation, if requested, to verify compliance with the terms of the agreement.

This Agreement entered into as of the later day and year written below:

Jeff Jabusch  
 Jeff Jabusch, Borough Manager  
 City and Borough of Wrangell

State of Alaska  
 First \_\_\_\_\_ Judicial District

Subscribed and sworn to before me this 11<sup>th</sup> day of June, 2014.



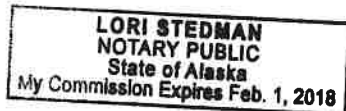
6-11-14  
 Date

Kim Lane  
 Notary Public  
 My Commission expires: 7-27-2017

Albert G. Clough  
 Albert G. Clough, CPG  
 Alaska Department of Transportation and Public Facilities

State of Alaska  
 First \_\_\_\_\_ Judicial District

Subscribed and sworn to before me this 23<sup>rd</sup> day of June, 2014.



Lori Stedman  
 Notary Public

My Commission expires: 2/1/2018

6.23.2014  
 Date





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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

**EMERGENCY ORDINANCE No. 985** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH MARCH 31, 2021

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Proposed Ordinance No. 985; 2. Original Ordinance No. 976; 3. Extension Ordinance 980

**RECOMMENDATION MOTION:**

Move to Approve Emergency Ordinance 985.

**SUMMARY STATEMENT:**

On March 17, 2020 the Assembly passed Emergency Ordinance No 976 declaring an Emergency related to the Novel Coronavirus, or COVID-19. That ordinance expired October 17, 2020. On October 13, 2020 the Assembly passed Emergency Ordinance No 980 extending the declaration of

Emergency related to the Novel Coronavirus, or COVID-19. That ordinance expired December 31, 2020. In order to ensure the CBW is able to qualify for all federal and state disaster resources; because COVID-19 remains a threat to the community; and because the pandemic has entered a new phase with the distribution of vaccines, Administration is requesting extension of the emergency declaration through March 31, 2021.

The attached ordinance keeps all the original provisions in place, except one. The provision granting authority to the Mayor and Borough Manager to enact emergency orders has been removed and replaced with a provision granting the Borough Manager authority to enact Borough-only policies to protect operational integrity and/or employee and customer health and safety. Without this provision in place all internal COVID-related policies would require Assembly approval.

Two examples of polices instituted by the Manager include 1) mandatory COVID testing of all public safety and first responder employees; and 2) mandatory face covering requirement for employees and members of the public while in Borough facilities, etc. These could previously be enacted by the Manager under the authority granted to issue emergency orders provided in the previous two ordinances.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 985

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH March 31, 2021

WHEREAS, on March 17, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 976 declaring an emergency related to the Novel Coronavirus (COVID-19) Pandemic; and

WHEREAS, on October 13, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 980 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through December 31, 2020; and

WHEREAS, the dangers related to COVID-19 remain a threat to the community and the healthcare system capacity; and

WHEREAS, Wrangell has had 26 positive, and thankfully recovered, cases of COVID-19; and

WHEREAS, with administration of the COVID-19 vaccines the Pandemic has entered a new phase where work to arrest the spread of the virus continues; and

WHEREAS, to ensure the ability to take advantage of all COVID-19 federal and state resources, the CBW must keep its Emergency Declaration current.

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

**SECTION 1: AUTHORIZATION.** This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

**SECTION 2: DECLARATION OF EMERGENCY.** The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration of emergency for the City and Borough

of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from January 1, 2021 through March 31, 2021.

**SECTION 3: BOROUGH-ONLY EMERGENCY POLICIES.** The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager to issue Borough-only Emergency Policies taking steps necessary to protect municipal operational integrity, and Borough employee and customer health and safety during the emergency, with notification given to Assembly prior to issuance of any Emergency Policy.

**SECTION 3: EFFECTIVE DATES.** This ordinance shall be effective upon adoption retroactively to January 1, 2021 and shall sunset March 31, 2021 unless further extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12<sup>TH</sup> DAY OF JANUARY, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 976

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF  
WRANGELL, ALASKA DECLARING AN EMERGENCY RELATED TO THE NOVEL  
CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO  
TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE  
EMERGENCY

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus, a new strain of the coronavirus that has not previously been identified in humans and is easily transmittable person to person; and

WHEREAS, COVID-19, or the novel coronavirus, is a contagious virus that is actively spreading across the world, including in the United States, and specifically now in Alaska with three confirmed cases; and,

WHEREAS, on March 11, 2020 the World Health Organization (WHO) declared the virus a pandemic; Alaska Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 in Alaska; and on March 13, 2020 President Donald J. Trump declared a national emergency in response to the virus pandemic; and

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

WHEREAS, Wrangell, Alaska has one of, if not the, highest number of senior citizens per capita of any community in Alaska; meaning a significant portion of the Wrangell population is at high risk for COVID-19 and related complications; and

WHEREAS, complications from COVID-19 can, among other things, include severe respiratory distress, which may require the use of a ventilator to assist with breathing; and

WHEREAS, Wrangell Medical Center only has three ventilators, so even a small outbreak of persons with COVID-19 related respiratory complications has the potential to overwhelm the capacity of the local healthcare system; and

WHEREAS, the spread of the virus in other areas, specifically those typically used as Medievac destinations from Wrangell (like Seattle), may overwhelm those healthcare capacities and make care on Wrangell Island the only available option; and

WHEREAS, the expected economic fallout from the COVID-19 pandemic, especially the cancellation and delay of cruise traffic through Canada to Southeast Alaska, has the potential to catastrophically impact the local economy; and

WHEREAS, local emergency actions taken to proactively prevent and mitigate the spread of the virus have the potential to severely impact the finances of local businesses and residents; and

WHEREAS, Wrangell, Alaska is a remote island community to which all food, supplies, and goods must be shipped by barge or by plane, almost exclusively through the Port of Seattle where there is a major outbreak of COVID-19 which could interrupt the supply chain of critical resources for the community.

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

**SECTION 1: AUTHORIZATION.** This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

**SECTION 2: DECLARATION OF EMERGENCY.** The Assembly of the City and Borough of Wrangell, Alaska hereby declares an emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic.

**SECTION 3: EMERGENCY ORDERS.** The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager and Mayor to issue Emergency Orders taking steps necessary to protect public health during the emergency, with notification given to Assembly Members prior to issuance of any Emergency Order.

**SECTION 4: EFFECTIVE DATES.** This ordinance shall be effective upon adoption and shall sunset October 17, 2020 or until the virus is no longer declared a federal and state emergency, whichever occurs first.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 17<sup>TH</sup> DAY OF MARCH, 2020.

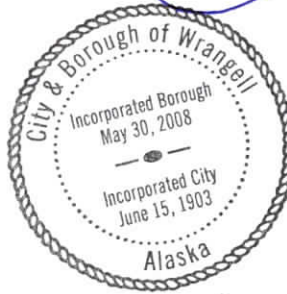


CITY & BOROUGH OF WRANGELL, ALASKA

  
\_\_\_\_\_  
Stephen Prysunka, Mayor

ATTEST:

  
Kim Lane, Borough Clerk



CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 980

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH DECEMBER 31, 2020

WHEREAS, on March 17, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 976 declaring an emergency related to the Novel Coronavirus (COVID-19) Pandemic; and

WHEREAS, the dangers related to COVID-19 remain a threat to the community and the healthcare system capacity, especially as case counts in the state have exceed more than 100 per day for more than two sustained weeks; and

WHEREAS, Wrangell has had 20 positive, and thankfully recovered, cases of COVID-19; and

WHEREAS, to ensure the ability to take advantage of all COVID-19 federal and state resources, the CBW must keep its Emergency Declaration current.

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

**SECTION 1: AUTHORIZATION.** This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

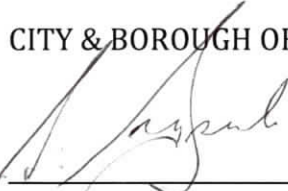
**SECTION 2: DECLARATION OF EMERGENCY.** The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration an emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from October 17, 2020 through December 31, 2020.

**SECTION 3: EMERGENCY ORDERS.** The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager and Mayor to issue Emergency Orders taking steps necessary to protect public health during the emergency, with notification given to Assembly Members prior to issuance of any Emergency Order.

**SECTION 4: EFFECTIVE DATES.** This ordinance shall be effective upon adoption and shall sunset December 31, 2020 or until the virus is no longer declared a federal and state emergency, whichever occurs first.


PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13<sup>TH</sup> DAY OF OCTOBER, 2020.

CITY & BOROUGH OF WRANGELL, ALASKA



Stephen Prysunka, Mayor

ATTEST:

  
Kim Lane, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 01-21-1557** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, EXTENDING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 01-21-1557 2. Previously adopted Resolution No. 10-20-1547

**RECOMMENDATION MOTION:**

Move to approve Resolution No. 01-21-1557.

**SUMMARY STATEMENT:**

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

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

We have been notified that there will be minor renovations (replacement of the flooring) at the Nolan Center in January and possibly in February. Therefore, staff is requesting that the in-person meetings suspension be extended until March 31, 2021, unless previously terminated before that.

## CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 01-21-1557

AN EMERGENCY RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, EXTENDING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

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

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

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

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

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

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

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

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

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

WHEREAS, Resolution 10-20-1547 stated that the plan was to start in-person meetings of the Assembly at the Nolan Center after December 31, 2020; and

WHEREAS, the Nolan Center will undergo minor renovations in January 2021 that will not allow for in-person meetings to occur at the Nolan Center; and

WHEREAS, the threat of COVID-19 transmission remains in place and the need to physically distance is still necessary; and

WHEREAS, the plan is still to move the Assembly meetings to the Nolan Center to allow for proper social distancing and public participation, but it is unknown when the renovations at the Nolan Center will be completed; and

WHEREAS, to continue allowing appropriate social distancing, the temporary amendment of WMC Section 3.05.050 must be extended until March 31, 2021, to allow all Assembly members (staff and the public) to participate via teleconference or videoconference.

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

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

### **3.05.050 Teleconferencing and Videoconferencing.**

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

1. The meeting is held with a quorum of members physically **or via teleconference/videoconference means** present;
2. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference/**videoconference**, including being able to hear and engage in discussion, and being audible to all persons participating in the meeting;
3. Prior to the meeting reasonable efforts will be made to ensure that the member participating by teleconference/**videoconference** is provided with the meeting agenda and other pertinent documents to be discussed and acted upon; access to the agenda and documents from the borough's website will be considered sufficient access;



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

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

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

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

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

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

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

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

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

C. All votes taken at the meeting are by roll call of the members physically present at the meeting and the members participating by teleconference /videoconference.  
[Ord. 947 § 2, 2018; Ord. 915 § 3, 2016; Ord. 882 § 2, 2014.]

Section 2. This extension of the temporary amendment to Wrangell Municipal Code Section 3.05.050 is effective until January 1, 2021 and shall sunset, unless otherwise previously terminated, March 31, 2021.

Section 3. All nonessential Commission, Board and Committee meetings shall continue to meet by teleconference, unless social distancing can be achieved in the Borough Assembly Chambers at City Hall, or otherwise previously terminated, March 31, 2021.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 12th DAY OF JANUARY, 2021.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

## CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 10-20-1547

AN EMERGENCY RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, EXTENDING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

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

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

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

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

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

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

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

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

WHEREAS, Resolution 03-20-1520 expires on October 17, 2010; and

WHEREAS, the threat of COVID-19 transmission remains in place and the need to physically distance is still necessary; and

WHEREAS, staff is working on a plan to move the Borough Assembly meetings to the Nolan Center to allow for proper social distancing and public participation, but requires time until the end of the calendar year to acquire equipment and supplies; and

WHEREAS, to continue allowing appropriate social distancing the temporary amendment of WMC Section 3.05.050 must be extended through December 31, 2020 to allow all Assembly members (staff and the public) to participate via teleconference or videoconference.

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

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

### **3.05.050 Teleconferencing and Videoconferencing.**

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

1. The meeting is held with a quorum of members physically or via teleconference/videoconference means present;
2. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference/videoconference, including being able to hear and engage in discussion, and being audible to all persons participating in the meeting;
3. Prior to the meeting reasonable efforts will be made to ensure that the member participating by teleconference/videoconference is provided with the meeting agenda and other pertinent documents to be discussed and acted upon; access to the agenda and documents from the borough's website will be considered sufficient access;
4. For any executive session, the member participating by teleconference/videoconference shall acknowledge that there is no other person with the member or in close enough proximity to hear the meeting discussion.

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



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

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

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

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

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

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

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

~~teleconference participation is permitted or toward the two consecutive regular meetings limit on participation by teleconference.~~


C. All votes taken at the meeting are by roll call of the members physically present at the meeting and the members participating by teleconference /videoconference.  
[Ord. 947 § 2, 2018; Ord. 915 § 3, 2016; Ord. 882 § 2, 2014.]

Section 2. This extension of the temporary amendment to Wrangell Municipal Code Section 3.05.050 is effective October 13, 2020 and shall sunset, unless otherwise previously terminated, December 31, 2020.

Section 3. All nonessential Commission, Board and Committee meetings shall continue to meet by teleconference, unless social distancing can be achieved in the Borough Assembly Chambers at City Hall, or otherwise previously terminated, December 31, 2020.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF October, 2020.

CITY & BOROUGH OF WRANGELL

  
\_\_\_\_\_  
Stephen Prysunka, Mayor

ATTEST:

  
\_\_\_\_\_  
Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 13, 2020
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 10-20-1547** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, EXTENDING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager &  
Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**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
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Name(s)

Name(s)

<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Resolution No. 10-20-1547 2. Previously adopted Resolution No. 03-20-1520

**RECOMMENDATION MOTION:**

Move to approve Resolution No. 10-20-1547.

**SUMMARY STATEMENT:**

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



Regarding the in-person meetings, Staff believes that it is still unsafe to have full in-person (including the Staff and Public) in the Assembly Chambers. Our Assembly Chambers are not set up for full in-person meetings with Staff and the public. In speaking with Capital Facilities, a local contractor could be hired to extend the *dias* to allow for social distancing of the Assembly. That would take away precious audience space and that would mean that only an estimated 4 to 6 people could be in the audience (including staff) along with the Assembly.

Staff is proposing that equipment be purchased to allow for in-person meetings with 6 ft. distancing in the large room at the Nolan Center.

This would mean that each Assembly Member, the Borough Manager, and the Clerk would have their own table. Each table would be equipped with its own microphone.

We would also have the podium set up with its own microphone for Staff and the public. After each use of this microphone, the Clerk would sanitize the equipment (microphone) and area to ensure proper sanitation.

Face masks and hand sanitizer would be made available for the Staff and public upon entering the Nolan Center.

Chairs would be set up in the "audience" area for the Staff and public as such to allow for social distancing. No risers will be set up, only chairs.

The tricky part of this plan is the electronic equipment. Working with the Nolan Center Director, Staff is looking at purchasing a laptop for the Nolan Center to use for the meetings, as well as the microphones and a video camera. Staff is wanting to continue using the Zoom option for the public members who do not want to participate in-person.

Each Assembly Member, the Manager, and the Clerk would have their own computer set up and would log onto Zoom (as we are all doing currently) and mute their audio, to eliminate audio feedback. We would have the microphones set up to project the audio. The Zoom video would be displayed on the large movie screen.

We still need to purchase the equipment and test it out. We are anticipating the cost of the microphones, laptop, and the wide-angle camera to be roughly \$2500.00. COVID Cares funding would pay for this expense.

After the threat of COVID has passed, Staff would like to use what is called OWL Pro in the Assembly Chambers. This system can be used with Zoom so that the public could still participate, even if they are not in the Chambers. This system would zone in on the speaker when they talk and would focus on the Zoom attendee when they are speaking. This system is \$1199.00.

We are asking that the Assembly approve the extension of the resolution allowing for teleconference Assembly meetings until December 31, 2020 while staff makes the necessary arrangements for equipment upgrades (research and purchasing) and testing of said equipment at the Nolan Center.

We are also asking that all nonessential Commission, Board and Committee meetings be allowed to meet by teleconference, unless social distancing in the Assembly Chambers can be achieved.

## CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 10-20-1547

AN EMERGENCY RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, EXTENDING THE TEMPORARY AMENDMENT OF WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND PROVIDING GUIDANCE FOR ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

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

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

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

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

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

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

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

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

WHEREAS, Resolution 03-20-1520 expires on October 17, 2010; and

WHEREAS, the threat of COVID-19 transmission remains in place and the need to physically distance is still necessary; and

WHEREAS, staff is working on a plan to move the Borough Assembly meetings to the Nolan Center to allow for proper social distancing and public participation, but requires time until the end of the calendar year to acquire equipment and supplies; and

WHEREAS, to continue allowing appropriate social distancing the temporary amendment of WMC Section 3.05.050 must be extended through December 31, 2020 to allow all Assembly members (staff and the public) to participate via teleconference or videoconference.

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

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

**3.05.050 Teleconferencing and Videoconferencing.**

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

1. The meeting is held with a quorum of members physically or via teleconference/videoconference means present;
2. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference/videoconference, including being able to hear and engage in discussion, and being audible to all persons participating in the meeting;
3. Prior to the meeting reasonable efforts will be made to ensure that the member participating by teleconference/videoconference is provided with the meeting agenda and other pertinent documents to be discussed and acted upon; access to the agenda and documents from the borough's website will be considered sufficient access;
4. For any executive session, the member participating by teleconference/videoconference shall acknowledge that there is no other person with the member or in close enough proximity to hear the meeting discussion.

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



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

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

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

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

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

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

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

~~teleconference participation is permitted or toward the two consecutive regular meetings limit on participation by teleconference.~~

C. All votes taken at the meeting are by roll call of the members physically present at the meeting and the members participating by teleconference /videoconference.  
[Ord. 947 § 2, 2018; Ord. 915 § 3, 2016; Ord. 882 § 2, 2014.]

Section 2. This extension of the temporary amendment to Wrangell Municipal Code Section 3.05.050 is effective October 13, 2020 and shall sunset, unless otherwise previously terminated, December 31, 2020.

Section 3. All nonessential Commission, Board and Committee meetings shall continue to meet by teleconference, unless social distancing can be achieved in the Borough Assembly Chambers at City Hall, or otherwise previously terminated, December 31, 2020.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF October, 2020.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

## CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 03-20-1520

AN EMERGENCY RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA TEMPORARILY AMENDING WRANGELL MUNICIPAL CODE SECTION 3.05.050 (TELECONFERENCING) RELATED TO ASSEMBLY MEETINGS AND TEMPORARILY SUSPENDING ALL NON-ESSENTIAL BOROUGH COMMISSION, BOARD AND COMMITTEE MEETINGS

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

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

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

WHEREAS, state and federal officials currently prohibit group gatherings of 10 or more people; and

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

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

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

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

WHEREAS, to practice appropriate social distancing Section 3.05.050 must be temporarily amended to allow all Assembly members (staff and the public) to participate via teleconference or videoconference.

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



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

**3.05.050 Teleconferencing and Videoconferencing.**

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

1. The meeting is held with a quorum of members physically or via teleconference/videoconference means present;
2. Reasonable technical capabilities are available at the meeting location to allow the member to participate by teleconference/videoconference, including being able to hear and engage in discussion, and being audible to all persons participating in the meeting;
3. Prior to the meeting reasonable efforts will be made to ensure that the member participating by teleconference/videoconference is provided with the meeting agenda and other pertinent documents to be discussed and acted upon; access to the agenda and documents from the borough's website will be considered sufficient access;
4. For any executive session, the member participating by teleconference/videoconference shall acknowledge that there is no other person with the member or in close enough proximity to hear the meeting discussion.

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

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

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

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

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

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

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

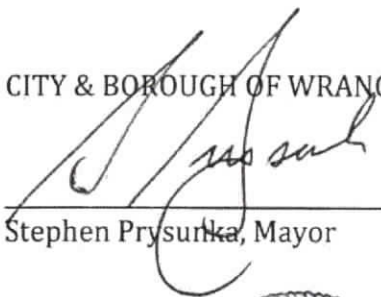
C. All votes taken at the meeting are by roll call of the members physically present at the meeting and the members participating by teleconference/videoconference. [Ord. 947 § 2, 2018; Ord. 915 § 3, 2016; Ord. 882 § 2, 2014.]

Section 2. This temporary amendment to Wrangell Municipal Code Section 3.05.050 is effective March 17, 2020 and shall sunset, unless otherwise previously terminated, October 17, 2020.

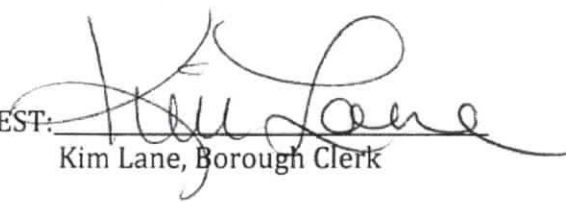
Section 3. All nonessential Commission, Board and Committee meetings are hereby suspended for a period of eight weeks beginning March 17, 2020 and ending May 17, 2020.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 17TH DAY OF MARCH, 2020.

CITY & BOROUGH OF WRANGELL

  
Stephen Prysunka, Mayor

ATTEST:

  
Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION NO. 01-21-1558** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE PRIORITY CAPITAL PROJECTS FOR SUBMISSION TO THE STATE OF ALASKA DESIGNATED LEGISLATIVE GRANTS PROGRAM (CAPSIS) FOR FY 2022

<p><u>SUBMITTED BY:</u></p> <p>Amber Al-Haddad, Capital Facilities Department</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Expenditure Required:</b> \$XXX Total</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 20: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 21: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY22: \$</td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">FY20 \$XXX</td> </tr> </table> <p><b>Account Number(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">XXXXX XXX XXXX</td> </tr> </table> <p><b>Account Name(s):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Enter Text Here</td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">\$XXX</td> </tr> </table>	FY 20: \$	FY 21: \$	FY22: \$		FY20 \$XXX		XXXXX XXX XXXX		Enter Text Here		\$XXX
FY 20: \$	FY 21: \$	FY22: \$										
	FY20 \$XXX											
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	\$XXX											

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

ATTACHMENTS: 1. Resolution No. 01-21-1558

### **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 01-21-1558.

### **SUMMARY STATEMENT:**

The Borough's FY 2022-2026 Strategic Plan for Capital Improvements Plan (CIP) was reviewed by the Borough Assembly and Staff in early December 2020 to aid in establishing the priority projects

that Wrangell will submit to the State of Alaska's Legislative Capital Project Submission and Information System (CAPSIS) for consideration in their FY 2022 capital budget.

The priority projects that the Borough will submit are reviewed by the Alaska State Legislature, the Governor's Office of Management and Budget, and agency grant administrators, and the information we provide becomes part of the legislative and public record.

The priority list will also help direct staff in developing a budget and in our focus toward grant funding opportunities.

Resolution No. 01-21-1558 identifies the earlier-approved (December 8, 2020) top eleven priority capital projects to submit to the State of Alaska's Legislative Capital Project Submission and Information System (CAPSIS) due by late January 2021.

**Borough Manager's Note:**

When this list was initially brought to the Assembly for review and consideration on December 8<sup>th</sup> Administration provided a recommended priority order, but concern for the order was largely dismissed because the State's fiscal situation makes the likelihood very slim for legislative capital grant funding. However, the Governor's FY22 Budget includes the recommendation for a State GO Bond package. The Governor has suggested a GO Bond in the amount of about \$350 Million. It has been suggested that the package could likely double with the inclusion of projects from around the state by members of the Legislature.

The potential for a GO Bond now makes the priority order of the projects very important. The list of Wrangell's priorities needs to be consistent in CAPSIS, in the State Legislative Priorities, and in documentation submitted for a GO Bond Package. The priority order submitted in this agenda statement is the same as it was on December 8<sup>th</sup>, because the Assembly approved the list in the order provided. The list is below for review.

<u>Priority</u>	<u>Project Name</u>
1.	Public Safety Building Renovation
2.	Solid Waste Transfer Station Upgrades
3.	High School and Middle School Fire Alarm System Upgrades
4.	Diesel Generation Power Plant Replacement
5.	Upper Reservoir Bypass (Connection to Treatment Plant)
6.	Ash Street Water Main Replacement
7.	Nolan Center Standby Generator Upgrades
8.	Inner Harbor Replacement
9.	Water Main Replacement Phase II, Zimovia Highway
10.	Drinking Water Dams Stabilization and Improvements
11.	Cemetery Expansion Development

Administration has one recommended change: Move #5 Upper Reservoir Bypass to #3. That would change the top five priorities as follows:

<u>Priority</u>	<u>Project Name</u>
1.	Public Safety Building Renovation
2.	Solid Waste Transfer Station Upgrades
3.	Upper Reservoir Bypass (Connection to Treatment Plant)
4.	High School and Middle School Fire Alarm System Upgrades
5.	Diesel Generation Power Plant Replacement

The reason for this proposed change is that the design of the Bypass project is currently underway so it is close to being considered “shovel ready.” Additionally, the needs of the Borough’s water infrastructure are so vast that there is going to be enormous strain on that enterprise fund for many years to come. Any opportunity to have a water project partially or fully funded is critical.

This change will require an amendment of the resolution by the Assembly. The proposed language is:

“I move to amend Resolution 01-21-1558 by moving the Upper Reservoir Bypass project from Number 5 to Number 3 on the priority list.”

Should the Assembly desire any other changes to the priority order, those amendments can be offered at the meeting.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 01-21-1558

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA ESTABLISHING THE PRIORITY CAPITAL PROJECTS FOR SUBMISSION TO THE STATE OF ALASKA DESIGNATED LEGISLATIVE GRANTS PROGRAM (CAPSIS) FOR FY 2022

WHEREAS, the City and Borough of Wrangell has agreed to prioritize the Borough's FY 2022 legislative priorities; and

WHEREAS, it is the intent of the Wrangell Borough Assembly to provide the Alaska Governor, Legislature, and state officials adequate information to represent the capital needs of the City and Borough of Wrangell concerning legislative funding requests.

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

Section 1: The City and Borough of Wrangell establishes the CIP Capital Projects Priority List for the State of Alaska for FY 2022 as follows:

<u>Priority</u>	<u>Project Name</u>
1.	Public Safety Building Renovation
2.	Solid Waste Transfer Station Upgrades
3.	High School and Middle School Fire Alarm System Upgrades
4.	Diesel Generation Power Plant Replacement
5.	Upper Reservoir Bypass (Connection to Treatment Plant)
6.	Ash Street Water Main Replacement
7.	Nolan Center Standby Generator Upgrades
8.	Inner Harbor Replacement
9.	Water Main Replacement Phase II, Zimovia Highway
10.	Drinking Water Dams Stabilization and Improvements
11.	Cemetery Expansion Development

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12<sup>th</sup> day of January, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

\_\_\_\_\_  
Stephen Prysunka, Mayor

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



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 18, 2020
	<u>Agenda Section</u>	<b>6</b>

**Discussion Item:** CARES Act Funding following Deadline Extension to December 31, 2021

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** ~\$310,560 Total

FY 20: \$	FY 21: ~\$310,560	FY22: \$
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**Amount Budgeted:**

FY21 ~\$310,560

**Account Number(s):**

11219 000 7519 00 32021

**Account Name(s):**

COVID-19 Contractual

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

\$310,560

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:**

None. Discussion Item Only.

**SUMMARY STATEMENT:**

As the Assembly is aware, by the narrowest margin of time prior to the end of calendar year, the CARES Act grant funding deadline was extended to December 31, 2021. This definitely give us some breathing room. However, we do not want to delay expending the remaining funds in

preparation for Congress to pass another relief bill for state and local governments. There is a possibility we would be allocated less money if we still have CARES Act funds remaining unspent. That concern out in the open, it is important the Assembly have the opportunity to provide direction on the use of remaining CARES Funds.

In December Administration reported unspent (and unobligated) funds in the amount of \$310,559.64. That number included an estimate of CARES eligible payroll offsets in the amount of \$152,184.09. Actual eligible payroll for December was \$138,963.74. That is a positive difference of \$13,220.35 which increases unspent funds to \$323,779.99.

As was reported in December, there are \$383,033 in legitimate spending requests, outlined in the list below.

SCBAs	\$	301,519.00
Airport Generator	\$	46,514.00
WPD Server	\$	20,000.00
Pool Resuscitation Tr. Equip.	\$	3,000.00
FD Garage Door Opener	\$	10,000.00
COVID Legal Expenses	\$	2,000.00
	\$	383,033.00

The SCBA expense is by far the greatest. Here is where things get a little complicated. We budgeted \$35,000 in the FY21 Budget for SCBAs. The CARES Act specifically prohibits the “replacement” of budgeted expenditures with CARES Act funds, with the exception of staff time that is used toward COVID. That means the CBW must use that \$35,000 in General Fund contribution toward the purchase of the SCBAs. That increases unspent CARES Act funds to \$358,779.99. Adding to the mix of funding options for SCBAs is a small amount of remaining Community Development Block Grant money from the grant for the Fire Truck. The CBW is attempting to determine if some of the grant funding can be used toward the purchase of the SCBAs. If so, that would further free up CARES Act money for other items. Administration hopes to have an answer by Tuesday’s meeting.

Pending the funding options for the SCBAs, Administration is planning to move forward expediently with the items outlined in the final spending plan (in the list above). Administration also plans to use a small amount of the CARES money for the continued lease of the Alternate Isolation Site. In December, the Assembly approved a General Fund transfer to cover January COVID expenses in the amount of \$15,000. Those will now be applied to CARES.

The new question is, would the Assembly like to use some of the remaining CARES Act funds to continue to offset staff wages. Staff wage offsets for the Police, Dispatch and Fire have been the bulk of the offset and range from \$104,000 to more than \$150,000 monthly. As reported above, the full staff wages offset for December was just over \$138,000.

Administration is working diligently to set us up to receive FEMA Public Assistance, which will cover overtime wages for existing employees and full wages for employees brought on specific for

COVID. Our applicant briefing with the State was this past Monday. This will be an additional funding source, but we cannot “double dip” for reimbursement.

The situation is “fluid” to be sure. Administration looks forward to the discussion and guidance from the Assembly.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment No. 2 to the M/V Chugach Memorandum of Understanding (MOU) with the US Forest Service

**SUBMITTED BY:**

Carol Rushmore, Economic Development  
Director; Lisa Von Barga, Borough Manager

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**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. District Ranger Extension Request Email; 2. Amendment No. 1; 3. Original MOU; 3

**RECOMMENDATION MOTION:**

Move to Approve Amendment No. 2 to the M/V Chugach Memorandum of Understanding with the USFS.

**SUMMARY STATEMENT:**

On September 22, 2020 the Assembly approved an amendment to the MOU with the USFS for the M/V Chugach Project. The amendment extended the exemption for boatyard storage fees from

September 30, 2020 to December 31, 2020. In December, the Borough received a request from the District Ranger for an additional extension until February 28, 2021. This item was received the day before the December 8<sup>th</sup> Assembly meeting so we were unable to get it on the agenda. The extension request is due to the unprecedented weather and landslide activity that occurred around the region making staff and equipment resources unavailable for the work. Administration has no concern with this extension request and recommends Assembly approval. A copy of the request email from the District Ranger is attached, along with the first amendment and the original MOU.

The remaining portion of this agenda statement remains unchanged from the September 22, 2020 meeting.

Earlier this year the Assembly approved a MOU with the USFS for the M/V Chugach Project. The MOU specified that boatyard storage fees would be exempt until September 30, 2020, the expected time of completion of the site preparation work, cradle construction and boat transport all to be conducted by the USFS. The shutdown of businesses by March 2020 due to COVID-19 affected the completion of the engineering, the contract award and thus completion date of September 30. The USFS is asking to modify the MOU for an extension to complete the onsite rock work and movement of the M/V Chugach until December 31, and to continue to waive the storage fees for the vessel in the Marine Service Center. Staff is recommending to amend the MOU as requested as the USFS has signed a contract for the work with a completion date the end of December.

The rest of this agenda statement is background from when the MOU was originally approved by the Assembly.

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 2016, in response to a solicitation by the US Forest Service, 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. A Memorandum of Understanding (MOU) that identifies the responsibilities of each party to display and interpret the MV Chugach was approved by the Assembly in November 2019 and signed in January 2020. The MV Chugach will be loaned to the Wrangell Museum via the Museum's loan intake form.

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.

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.

**From:** [Kolarich, Clint -FS](#)  
**To:** [Steve Miller](#); [Lisa Von Barga](#)n; [Carol Rushmore](#); [Hergett, Harvey - FS](#); [Gary Morrison](#); [Job, Leonard - FS](#)  
**Cc:** [Powell, Jeremy J -FS](#); [Doutt, Stacy - FS](#)  
**Subject:** MV Chugach  
**Date:** Monday, December 07, 2020 4:21:49 PM  
**Attachments:** [image001.png](#)

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Good afternoon everyone,

Due to extenuating circumstances in regards to almost unprecedented weather related landslides and road/infrastructure issues across SE AK, I'm recommending that the FS extend the cradle contract until the end of February. More specifically, our contractor is the only heavy equipment operator in Tenakee Springs and he is working crazy hours to keep their roads in a safe and passible condition. Given the conditions we're experiencing across all of SE, I'm sure you will all agree this a prudent and reasonable action. Thank you for your understanding and patience.

Sincerely,



**Clint R. Kolarich**  
**District Ranger**  
**Wrangell Ranger District**  
**525 Bennett St.**  
**Wrangell, AK 99929**

**United States Forest Service**  
**Region 10**  
**Tongass National Forest**

**Office 907-874-2323**  
**Cell 907-305-0669**  
[clint.kolarich@usda.gov](mailto:clint.kolarich@usda.gov)

[www.fs.fed.us](http://www.fs.fed.us)

**Caring for the land and serving people**

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USDA Forest Service

OMB 0596-0217  
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:  
20-MU-11100100-0092. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:  
0014. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):U.S. Forest Service, Alaska Region  
709 W. 9th Street  
Juneau, AK 998015. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):U.S. Forest Service, Alaska Region  
709 W. 9th Street  
Juneau, AK 998016. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +  
4, county):City and Borough of Wrangell  
205 Brueger St  
Wrangell, AK 999297. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL  
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.☐

CHANGE IN PERFORMANCE PERIOD:

☐

CHANGE IN FUNDING:

☐

ADMINISTRATIVE CHANGES:

☒

OTHER (Specify type of modification): Revise section IV. E

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full  
force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This modification revises section IV. E. to change the completion date from September 30, 2020 to December 31, 2020. Section IV.  
E. now reads: "Complete site preparation, cradle construction, and boat transport to the Wrangell Museum no later than December 31,  
2020."**10. ATTACHED DOCUMENTATION (Check all that apply):**☐

Revised Scope of Work

☐

Revised Financial Plan

☐

Other:

**11. SIGNATURES****AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF  
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED  
GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE

(Signature of Signatory Official)

11.B. DATE  
SIGNED

10/14/2020

11.C. U.S. FOREST SERVICE SIGNATURE

DAVID SCHMID

Digitally signed by DAVID SCHMID  
Date: 2020.10.15 07:53:45 -08'00'

(Signature of Signatory Official)

11.D. DATE  
SIGNED

11.E. NAME (type or print): LISA VON BARGEN

11.F. NAME (type or print): DAVID E. SCHMID

11.G. TITLE (type or print): Borough Manager

11.H. TITLE (type or print): Regional Forester

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

MALLORY MUNZ Digitally signed by MALLORY MUNZ  
Date: 2020.10.07 11:38:12 -06'00'

MALLORY MUNZ

U.S. Forest Service Grants &amp; Agreements Specialist

12.B. DATE  
SIGNED



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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FS Agreement No. 20-MU-11100100-009

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY AND BOROUGH OF WRANGELL**  
**And The**  
**USDA, FOREST SERVICE**  
**ALASKA REGION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City and Borough of Wrangell, hereinafter referred to as "CBW," and the United States Department of Agriculture (USDA), Forest Service, Alaska Region, hereinafter referred to as the "U.S. Forest Service."

Background: The M/V Chugach is a 62-foot wooden-hulled crew vessel owned by the U.S. Forest Service and listed on the National Register of Historic Places. The vessel was built in 1925 and is the last wooden ranger boat in the U.S. Forest Service fleet. Continued operation of the M/V Chugach as part of the U.S. Forest Service fleet is no longer practicable. The U.S. Forest Service conducted an extensive alternative use feasibility study 2015-2016 to identify a new use for the M/V Chugach that preserves her historic integrity and presents opportunities to share with the public her history of service.

During the feasibility study's public comment period, the CBW produced a viable proposal to work with the U.S. Forest Service to preserve and interpret the M/V Chugach at the city and borough-owned Wrangell Museum, housed within the Nolan Center.

Title: Site Preparation and Temporary Shelter to Preserve and Interpret the MV Chugach

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to outline the process by which the U.S. Forest Service will work with the CBW to exhibit the M/V Chugach at the Wrangell Museum, in an outdoor setting near the water's edge. Multiple Forest Service instruments will be used to fulfill various aspects of this joint endeavor. Work shall not occur under this MOU. Outside of this MOU the U.S. Forest Service and CBW have agreed to enter into a loan agreement to loan the MV Chugach to the Wrangell Museum, in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The objective of the U.S. Forest Service Heritage Program is to provide leadership in preserving America's heritage through responsible stewardship activities that recognize, preserve, protect, enhance, and use cultural resources for the greatest public benefit.



During her 90-year career as a U.S. Forest Service ranger boat, the M/V Chugach supported timber programs, research activities, and other critical work throughout the Tongass National Forest and the vicinity of Wrangell. The U.S. Forest Service desires to partner with the CBW to preserve, exhibit, and interpret the historic M/V Chugach ranger boat, including development of an interpretive program. The U.S. Forest Service will benefit from ensuring that the M/V Chugach is preserved and shared with the public for years to come.

The CBW owns and operates the Wrangell Museum. The mission of the museum is to collect, interpret, and preserve Wrangell's rich history and cultural history through exhibits and other educational opportunities. The M/V Chugach offers a unique opportunity to expand the museum's maritime history exhibit, and to interpret the activities of the U.S. Forest Service and the agency's ranger boats in Alaska. As an outdoor exhibit, the M/V Chugach will also attract new visitors to the museum throughout the year.

In consideration of the above premises, the parties agree as follows:

### **III. CBW SHALL:**

- A. Have the opportunity to review the scope of work and work products for the site preparation contract, to include a site plan that takes into account the need for the following key amenities: boat, cradle, canopy/covering, viewing platform, and access to viewing platform.
- B. Have the opportunity to review the scope of work, work products, and associated purchase orders for a canopy/covering and landscaping block color and form.
- C. As deemed necessary by CBW, lead public outreach efforts related to moving the MV Chugach to the Wrangell Museum.
- D. Offer in kind materials and labor as appropriate and available to contribute to site preparation and moving the MV Chugach to the Wrangell Museum.
- E. Seek funds for design and construction of viewing platform.
- F. Have the opportunity to review and participate in the development of the interpretive program.

### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Provide the CBW an opportunity to review the scope of work and work products for the site preparation contract, to include a site plan that takes into account the need for the following key amenities: boat, cradle, canopy/covering, viewing platform, and access to viewing platform.



- B. Provide the CBW an opportunity to review the scope of work, work products, and associated purchase orders for a canopy/covering and landscaping block color and form.
- C. Be available to assist with and be present at public outreach events related to moving the MV Chugach to the Wrangell Museum.
- D. Provide CBW an opportunity to review and participate in the development of the interpretive program.
- E. Complete site preparation, cradle construction, and boat transport to the Wrangell Museum no later than September 30, 2020.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Carol Rushmore PO Box 531 Wrangell, AD 99929 Telephone: 907-874-2381 FAX: 907-874-3952 Email: <a href="mailto:ecodev@wrangell.com">ecodev@wrangell.com</a>	Joyce Mason PO Box 531 Wrangell, AD 99929 Telephone: 907-874-2381 FAX: 907-874-3952 Email: <a href="mailto:jmason@wrangell.com">jmason@wrangell.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Keri Hicks PO Box 21628 Juneau, AK 99802 Telephone: 907-586-7859 Email: <a href="mailto:keri.hicks@usda.gov">keri.hicks@usda.gov</a>	Pamela Ward 709 W. 9th Street Juneau, AK 99801 Telephone: 470-215-3437 Email: <a href="mailto:pamela.ward@usda.gov">pamela.ward@usda.gov</a>

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CBW is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CBW, at CBW's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or CBW from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of CBW's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CBW's products or activities.
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CBW to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted



and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CBW is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:  
  

"Heritage Program of the U.S. Forest Service, Department of Agriculture."

CBW may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. CBW is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CBW shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CBW shall include the following statement, in





full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. CBW shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CBW or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through August 24, 2023 at which time it will expire.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.



In witness whereof, the parties hereto have executed this MOU as of the last date written below.

LISA VON BARGEN, Borough Manager  
City and Borough of Wrangell

Date

DAVID E. SCHMID, Regional Forester  
U.S. Forest Service, Alaska Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

PAMELA W. WARD  
U.S. Forest Service Grants Management Specialist

Date

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of "2021: Wrangell's Year of Hope" Power Program

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

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

**Account Number(s):**

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

**Account Name(s):**

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

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

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: None.

**RECOMMENDATION MOTION:**

Move to Approve the "2021: Wrangell's Year of Hope" Power Program.

**SUMMARY STATEMENT:**

As the Assembly is aware I wrote a message for the December Parks & Recreation Newsletter that called on the community to work together in making 2021 Wrangell's Year of Hope. Given the community's economic situation there is great value in the Borough offering assistance where possible without placing undue hardship on municipal revenues. To that end, Administration is

recommending the “2021: Wrangell’s Year of Hope” Power Program. The program would work as follows:

- Each month one residential customer will be randomly drawn to receive a “rebate” of the next month’s power bill.
- To be eligible the residential customer must:
  - Be current on utility bills; and
  - Must have paid the previous month’s bill on time.
- No one customer is eligible to win more than twice.

Utility bills are due on the 20<sup>th</sup> of each month (unless the 20<sup>th</sup> falls on a weekend and then it is the Friday prior). Between the 21<sup>st</sup> and the 31<sup>st</sup> of January the Borough will randomly draw from all residential customers meeting eligibility criteria. The person randomly chosen will have the power portion of the utility bill due the following month forgiven. To clarify, the customer drawn in January will have the power portion of the utility bill due in February forgiven.

The highest monthly residential electric bill is \$800. Most monthly residential electric bills are far less than that. Using \$800 a month as the upper threshold the maximum revenue reduction to the Borough would be \$9,600. Administration estimates the revenue reduction will be closer to \$5,000 as the average monthly residential bill is \$390.

On December 30<sup>th</sup> a KYP message regarding utility shut-offs was sent to the Assembly and staff. It summarized the delinquent account numbers as follows:

- The total owed on the 50 most delinquent accounts is \$43,176
  - 36 of the accounts have balances over 120 days old
  - The balances due range from \$39 to over \$3,000
- The total unpaid A/R I for the electric utility is \$120,732
  - \$46,343 of that is the current period that was just billed
  - \$37,875 is 30-60 days overdue
  - \$14,210 is 60-90 days overdue
  - \$5,774 is 90-120 days overdue
  - \$16,997 is 120+ days overdue

It is reasonable to ask why Administration would consider this when we are facing revenue shortfalls, increased operating costs, massive capital and major maintenance expenses, and delinquent accounts of this magnitude. There are two compelling reasons:

- 1) When the Borough opened up CARES Act community grants to businesses with the requirement that all sales tax returns had to be current, there was a significant increase in businesses bringing sales tax returns current. Administration is hopeful the same pattern will be repeated with this program.
- 2) This is the right time to be generous in our community. We know this is going to be a hard year economically. This program offers a small amount of relief.

Administration is asking for authorization to institute this program.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>15</b>

**Executive Session:** Discuss and Provide Direction Regarding Legal Strategy on Collection of Attorney's Fees Awarded in the Litigation Case Valvoda v. Borough of Wrangell, et al, Case No. 1WR-19-8 CI

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Motion Granting Attorney's Fees

**RECOMMENDATION MOTION:**

Pursuant to AS 44.62.310 (c)(d), I move that we go into Executive Session, and invite the Borough Attorney, Clerk and Manager, to discuss litigation tactics and strategies concerning the CBW collection of Court granted Attorney's Fees and Bill of Costs in the Valvoda Case, a matter "which by law, municipal charter, or ordinance" is required to be confidential.

**SUMMARY STATEMENT:**

The information will be provided verbally during the Executive Session.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FIRST JUDICIAL DISTRICT AT WRANGELL

KIPHA VALVODA,

Plaintiff(s),

vs.

DAVID L. JACK, LISA VON BARGEN,  
AMBER AL HADDAD, JULIE DECKER,  
PATTY GILBERT, DREW LARRABEE,  
STEVEN PRYSUNKA, ROLLAND  
HOWELL,

Defendant(s).

CITY AND BOROUGH OF WRANGELL,

Defendant – Intervenor.

FILED in the Trial Courts  
State of Alaska First District  
at Wrangell

DEC 02 2020

Clerk of the Trial Courts  
By \_\_\_\_\_ Deputy

Case No.: 1 WR-19-8 CI

**ORDER ON MOTION FOR ATTORNEYS' FEES**

I have this case on defendants' Motion for Attorney's Fees. Mr. Valvoda has not responded to the motion.

The Court and the defense have detailed the procedural history of this case from Mr. Valvoda's filing of the complaint on March 4, 2019 filing to the Court's October 8, 2020 dismissal of his claims.

Because the Court dismissed Mr. Valvoda's claims, the defendants are the prevailing parties. Alaska Rule of Civil Procedure 82 provides that the court "shall" award attorney's fees to the prevailing party in a civil case.

Alaska Civil Rule 82 provides in relevant part as follows:

- (a) **Allowance to Prevailing Party.** Except as otherwise provided by law or agreed to by the parties, the prevailing party in a civil case shall be awarded attorney's fees calculated under this rule.

## (b) Amount of Award.

(1) The court shall adhere to the following schedule in fixing the award of attorney's fees to a party recovering a money judgment in a case:

	Judgment and, if Awarded, Prejudgment <u>Interest</u>	Contested <u>With Trial</u>	Contested Without <u>Trial</u>
First	\$ 25,000	20%	18%
Next	\$ 75,000	10%	8%
Next	\$400,000	10%	6%
Over	\$500,000	10%	2%

(2) In cases in which the prevailing party recovers no money judgment, the court shall award the prevailing party in a case which goes to trial 30 percent of the prevailing party's reasonable actual attorney's fees which were necessarily incurred, and shall award the prevailing party in a case resolved without trial 20 percent of its actual attorney's fees which were necessarily incurred. The actual fees shall include fees for legal work customarily performed by an attorney but which was delegated to and performed by an investigator, paralegal or law clerk.

(3) The court may vary an attorney's fee award calculated under subparagraph (b)(1) or (2) of this rule if, upon consideration of the factors listed below, the court determines a variation is warranted:

- (A) the complexity of the litigation;
- (B) the length of trial;
- (C) the reasonableness of the attorneys' hourly rates and the number of hours expended;
- (D) the reasonableness of the number of attorneys used;
- (E) the attorneys' efforts to minimize fees;
- (F) the reasonableness of the claims and defenses pursued by each side;
- (G) vexatious or bad faith conduct;
- (H) the relationship between the amount of work performed and the significance of the matters at stake;
- (I) the extent to which a given fee award may be so onerous to the non-prevailing party that it would deter similarly situated litigants from the voluntary use of the courts;



1 (J) the extent to which the fees incurred by the prevailing party  
2 suggest that they had been influenced by considerations apart  
3 from the case at bar, such as a desire to discourage claims by  
4 others against the prevailing party or its insurer; and  
5 (K) other equitable factors deemed relevant.

6 If the court varies an award, the court shall explain the reasons for the  
7 variation.

8 Here, the defendants did not recover a money judgment, thus the Court must first look to  
9 (b)(2) which provides for an award of twenty percent of actual attorney's fees which were  
10 necessarily incurred. The Court has reviewed the motion and finds that the fees charged in the  
11 amount of \$99,796.00 were necessarily incurred and the rates charged were reasonable.

12 Twenty percent of this amount is \$19,959.20. However, Defendants' motion asks the court to  
13 enhance the fee award under (b)(3) because Mr. Valvoda's bad faith and vexatious conduct  
14 increased the fees charged and thus merit an enhanced award of eighty percent of actual fees.  
15 In order to determine whether to vary the award under (b)(2), the Court must consider the  
16 factors set out in (b)(3). That analysis follows.

17 **Complexity of the Litigation.** The Court does not find that the litigation in this case was  
18 unusually complex. The problem was that Mr. Valvoda's complete refusal to cooperate in the  
19 discovery process made determining the nature and factual basis of his claims impossible.  
20

21 **Length of Trial.** Because the Court granted the defendants' motion to dismiss, there  
22 was no need for a trial. However, the case was pending for over eighteen months. The case  
23 was pending that long as a direct result of Mr. Valvoda's conduct.

24 **Reasonableness of the Attorneys' Hourly Rates and the Number of Hours**  
25 **Expended.** As stated above, I find that the rates charged and the hours expended were  
26 reasonable.  
27  
28

1           **The Reasonableness of the Number of Attorneys Used.** Defendants used two  
2 attorneys with the attorney doing most of the work, charging a lower rate. In addition, defense  
3 counsel used support staff as well to reduce the number of attorney hours charged to the  
4 defendants. The number of attorneys used was reasonable.

5           **The Attorneys' Efforts to Minimize Fees.** Defense counsel tried to reduce fees by  
6 attempting to contact Mr. Valvoda to work on scheduling and discovery issues rather than  
7 resorting to filing motions.  
8

9           **The Reasonableness of the Claims and Defenses Pursued by Each Side.** Mr. Valvoda  
10 was either unwilling or unable to provide any factual support for his claims despite the Court's  
11 and defense counsels' efforts. The defense approach to engage in discovery through  
12 depositions and written interrogatories was reasonable. The defense only resorted to requests  
13 for court orders, sanctions and ultimately dismissal after considerable effort to gain Mr.  
14 Valvoda's cooperation failed.  
15

16           **Vexatious or Bad Faith Conduct.** Mr. Valvoda has engaged in vexatious and bad faith  
17 litigation. Mr. Valvoda's conduct has been detailed in defense motions as well as this Court's  
18 orders. That conduct caused lengthy delays as well as considerable work on the part of defense  
19 counsel in unsuccessful attempts to get Mr. Valvoda to comply with the discovery process so  
20 that the defense could determine the factual basis for Mr. Valvoda's claims. His repeated  
21 refusal to appear for hearings, comply with the Alaska rules of civil procedure and specific  
22 court orders obstructed the defendants' ability to prepare this case for trial and ultimately  
23 resulted in this court dismissing his claims.  
24  
25

26           **The Relationship between the Amount of Work Performed and the Significance of**  
27 **the Matters at Stake.** Mr. Valvoda's complaint contained allegations of corruption and  
28

1 discrimination. He asked for judgment precluding defendants' from serving in public office  
2 and for a monetary award of \$700,000. Again, despite repeated efforts and sanctions, Mr.  
3 Valvoda refused to provide a factual basis for his claims. Thus, Mr. Valvoda asserted very  
4 serious claims against the defendants and defense counsel expended considerable time and  
5 effort in attempting to get Mr. Valvoda to describe the evidence supporting his allegations.  
6

7 **The Extent to which a Given Fee Award May be so Onerous to the Non-Prevailing**  
8 **Party that it would Deter Similarly Situated Litigants from the Voluntary Use of the**  
9 **Courts.** The defendants ask for a fee award of \$79,836.80 (80% of \$99,796.00). There is no  
10 question that \$79,836.80 is a considerable sum. However, that sum is that high as a direct  
11 result of Mr. Valvoda's refusal to cooperate in preparing the case for trial. The Court does not  
12 find that an enhanced fee award will deter people who want to assert claims in good faith and  
13 according to court rules designed to give everyone a fair and impartial trial.  
14

15 **The Extent to which the Fees Incurred by the Prevailing Party Suggest that they**  
16 **had been Influenced by Considerations Apart from the Case at Bar, Such as a Desire to**  
17 **Discourage Claims by Others Against the Prevailing Party.** I do not find that the  
18 defendants are seeking an enhanced award to punish Mr. Valvoda or to discourage others from  
19 asserting claims made in good faith. Rather, the evidence supports the Court's conclusion that  
20 the defendants are seeking an enhanced award because Mr. Valvoda's conduct resulted in their  
21 incurring substantial attorney's fees in attempting to get Mr. Valvoda to do what he had a legal  
22 obligation to do as a result of filing this lawsuit.  
23  
24

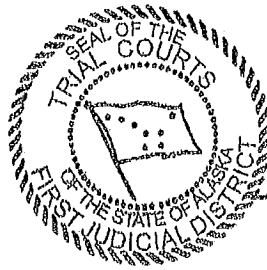
25 **Other Equitable Factors Deemed Relevant.** The Court concludes that an important  
26 equitable factor in this case is whether the people of the City and Borough of Wrangell should  
27 be responsible for attorneys' fees incurred as a result of vexatious and bad faith conduct in the  
28

1 course of litigation against the CBW? The Court concludes that they should not have to bear  
2 that burden.

3 Therefore, the Court concludes that the factors discussed above support an enhanced fee  
4 award because, but for Mr. Valvoda's refusal to cooperate and participate in the litigation of his  
5 claims, the CBW would not have expended considerable fees in attempting to gain his  
6 cooperation and compliance with his legal obligations as a litigant.

7  
8 The Court concludes that an enhanced fee award of fifty percent of actual fees or  
9 49,898.00 is appropriate. The Court acknowledges that this award does not fully reimburse the  
10 defendants, but at the same time it is an award that is significantly more than the twenty percent  
11 normally awarded.

12 THEREFORE, IT IS ORDERED that the defendants are awarded fees in the amount of  
13 \$49,898.00.



Entered this 2<sup>nd</sup> day of December, 2020

16  
17  
18 Kevin G. Miller  
Superior Court Judge, pro-tem

19 I certify that on 12/2/2020  
20 a copy of this document was provided to:

21 ☒ Plaintiff(s)/Atty: via ☒ email ☐ Court Tray ☐ Mail ☐ Other: \_\_\_\_\_  
22 ☒ Defendant(s)/Atty: via ☐ email ☐ Court Tray ☒ Mail ☐ Other: \_\_\_\_\_  
☐ Other: \_\_\_\_\_ via ☐ email ☐ Court Tray ☐ Mail ☐ Other: \_\_\_\_\_

23 Clerk: [Signature]  
24  
25  
26  
27  
28

Alaska Court System  
Ketchikan Trial Courts  
415 Main Street, Rm 400  
Ketchikan, Alaska 99901

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 12, 2021
	<u>Agenda Section</u>	<b>15</b>

**Executive Session:** Discuss and Provide Update of the Status of the Collective Bargaining Negotiations

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

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

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
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	Name(s)
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	Name(s)
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: None

**RECOMMENDATION MOTION:**

Pursuant to AS 44.62.310 (c)(3), that we go into Executive Session, and invite the Borough Collective Bargaining Team and Borough Manager, to discuss and provide an update of the status of the Collective Bargaining Negotiations, a matter "which by law, municipal charter, or ordinance" is required to be confidential.

**SUMMARY STATEMENT:**

The information will be provided verbally during the Executive Session.