



City and Borough of Wrangell  
Borough Assembly Meeting  
AGENDA

Tuesday, October 11, 2022  
6:00 PM

Location: Borough Assembly Chambers

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Ryan Howe
- b. CEREMONIAL MATTERS – None.

**2. ROLL CALL**

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

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA** - *Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. there will be no separate discussion of these items. If the borough mayor, assembly member, manager, or clerk requests discussion on any particular item, that item will be removed from the consent agenda and will be considered under unfinished business (no motion is necessary to move an item from the consent agenda).*

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

- a. Minutes from the September 28, 2022 Regular Assembly Meeting

**7. BOROUGH MANAGER'S REPORT**

- a. Borough Manager's Report

**8. BOROUGH CLERK'S FILE**

- a. Borough Clerk's Report

**9. MAYOR AND ASSEMBLY BUSINESS**

**10. MAYOR AND ASSEMBLY APPOINTMENTS**

- a. Annual Vice-Mayor Appointment
- b. Annual Board and Committee Appointments
- c. Annual Investment Committee Appointments (2 Assembly Members)

**11. PUBLIC HEARING**

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

- a.     **RESOLUTION No. 10-22-1723** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$62,000 FROM THE SECURE RURAL SCHOOLS FUND RESERVES TO THE SECURE RURAL SCHOOLS FUND CIP FUND FOR THE HIGH SCHOOL AND MIDDLE SCHOOL FIRE ALARM REPLACEMENT PROJECT AND AUTHORIZING ITS EXPENDITURES
- b.     **RESOLUTION No. 10-22-1724** OF THE CITY AND BOROUGH OF WRANGELL PROVIDING FOR A BUDGET AMENDMENT THAT DISSOLVES AND/OR CONSOLIDATES VARIOUS FUNDS IN CONFORMANCE WITH THE FY 2023 BUDGET STRUCTURE
- c.     Approval of Amendment No. 6 of the Cold Storage Facility Lease Agreement with Trident Seafoods Corporation
- d.     Approval of a contract award to Sitka Electric Company, Inc. in the amount of \$574,000 for the High School and Middle School Fire Alarm Replacement Project

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

**15. EXECUTIVE SESSION**

**16. ADJOURNMENT**

**Minutes of Regular Assembly Meeting  
Held on September 27, 2022**

Vice-Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., September 27, 2022, in the Borough Assembly Chambers. Vice-Mayor Gilbert led the pledge of allegiance, and the roll was called.

**PRESENT** - PRYSUNKA (by phone), DALRYMPLE, HOWE, GILBERT, DEBORD, POWELL

**ABSENT** - MORRISON

Borough Manager Jeff Good and Clerk Lane were also present.

**PERSONS TO BE HEARD**

*Mark Mitchell, resident* spoke in favor of Channel Construction's lease; stated that if we did not lease to them, they would leave and do business elsewhere.

**AMENDMENTS TO THE AGENDA**

Assembly Member Dalrymple requested that Items 6b, 6c, and 6d be removed from the Consent Agenda and placed under Unfinished Business.

Manager Good asked that Item 13b (Channel Construction Inc temporary land use agreement) be removed from the Agenda. There were no objections from the Assembly.

**CONFLICT OF INTEREST** - None.

**CONSENT AGENDA**

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

**6a RESOLUTION No. 09-22-1719** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY23 BUDGET OF THE WRANGELL MUNICIPAL LIGHT AND POWER (WML&P) DEPARTMENT BY TRANSFERRING \$28,937 FROM WML&P'S CASH RESERVES TO WML&P'S PROFESSIONAL SERVICES CONTRACTURAL ACCOUNT

~~**6b RESOLUTION No. 09-22-1720** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF 29,274 SQUARE FEET OF PUBLIC LANDS, A PORTION OF TRACT Y, USS 2321, WITHIN PARCEL NUMBER 03-006-303, TO ROBERT AND HELEN MOLINEK FOR \$45,000~~

~~**6c** Final Plat approval of the Byford Replat, a subdivision and replat of a portion of Tract Y, USS 2321 (Plat 64-112) creating Lots Y-A and Y-B zoned Rural Residential 1; Y-C zoned Light Industrial and Rural Residential 1, and Y-D zoned Rural Residential 1, owned by the City and Borough of Wrangell, Burrell and Maria Byford and Robert and Helen Molinek~~

~~**6d RESOLUTION No. 09-22-1721** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF PUBLIC LAND ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE CHAPTER 16.12, SPECIFICALLY, LOTS Y-A AND Y-B, BYFORD REPLAT, WRANGELL RECORDING DISTRICT~~

6e Minutes from the September 13, 2022, Regular Assembly Meeting

6f Minutes from the September 20, 2022, Special Assembly Meeting

6g CORRESPONDENCE: Minutes from the June 20, 2020, Regular School Board Meeting

- 6h CORRESPONDENCE: Minutes from the July 18, 2020, Special School Board Meeting  
 6i CORRESPONDENCE: Minutes from the August 1, 2020, Special School Board Meeting  
 6j CORRESPONDENCE: Minutes from the September 19, 2022, Regular School Board Meeting

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

Manager Good provided his report.

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

Clerk Lane's provided her report.

**MAYOR AND ASSEMBLY BUSINESS** – None.

**MAYOR AND ASSEMBLY APPOINTMENTS** - None.

### **PUBLIC HEARING**

**11a ORDINANCE No. 1032** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 3.05.020, ORDER OF BUSINESS AND 3.05.050, TELECONFERENCING, OF THE WRANGELL MUNICIPAL CODE

Vice-Mayor Gilbert called to order the Public Hearing on this item and asked for an administrative report.

Lane explained that this item was being brought forward so that all Ordinances, Resolutions (over \$25,000), and property sales, exchanges, and or leases would not be placed under the Consent Agenda but under New Business; also, would allow for assembly members to participate telephonically or in person for special assembly meetings and work sessions.

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

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

***M/S: Powell/Howe to approve Ordinance No. 1032.***

***M/S: DeBord/Powell to amend the Ordinance to remove the Special Meeting exception.***

After discussion, the vote on the amendment was taken.

***Amendment failed by polled vote.***

***Main motion approved unanimously by polled vote.***

### **UNFINISHED BUSINESS**

**6b RESOLUTION No. 09-22-1720** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF 29,274 SQUARE FEET OF PUBLIC LANDS, A PORTION OF TRACT Y, USS 2321, WITHIN PARCEL NUMBER 03-006-303, TO ROBERT AND HELEN MOLINEK FOR \$45,000 (*moved from the Consent Agenda*)

***M/S: Powell/Dalrymple to approve Resolution No. 09-22-1720. Motion approved unanimously by polled vote.***

6c Final Plat approval of the Byford Replat, a subdivision and replat of a portion of Tract Y, USS 2321 (Plat 64-112) creating Lots Y-A and Y-B zoned Rural Residential 1; Y-C zoned Light Industrial and Rural Residential 1, and Y-D zoned Rural Residential 1, owned by the City and Borough of Wrangell, Burrell and Maria Byford and Robert and Helen Molinek (*moved from the Consent Agenda*)

***M/S: Powell/Howe to approve the Byford Replat. Motion approved unanimously by polled vote.***



**6d RESOLUTION No. 09-22-1721** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF PUBLIC LAND ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE CHAPTER 16.12, SPECIFICALLY, LOTS Y-A AND Y-B, BYFORD REPLAT, WRANGELL RECORDING DISTRICT *(moved from the Consent Agenda)*

***M/S: Powell/Dalrymple to approve Resolution No. 09-22-1720. Motion approved unanimously by polled vote.***

**NEW BUSINESS**

13a APPROVAL OF A SOLE SOURCE PROFESSIONAL CONTRACT WITH MARINE SYSTEMS, INC. (MSI), IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE, SECTION 5.10.050 IN THE AMOUNT OF \$28,936.99 FOR THE PURPOSE OF INSPECTING GENERATOR'S 1, 2, 3, 4, and SURPLUS GENERATORS

***M/S: Powell/Dalrymple to approve a Sole Source Professional Contract with Marine Systems, Inc. (MSI), in conformance with Wrangell Municipal Code, Section 5.10.050 in the amount of \$28,936.99 for the purpose of inspecting Generator's 1, 2, 3, 4, and Surplus Engines. Motion approved unanimously by polled vote.***

13b *This item was removed from the Agenda under Amendments to the Agenda and therefore, was not considered.* Approve granting the City Manager the authority to negotiate a temporary use permit to Channel Construction Inc., on a portion of the 6-Mile-Deep Water Industrial site for continued scrap metal recycling and barge dismantling.

13c Approval to Write Off Delinquent Accounts and Forward to Collection Agency

***M/S: Powell/DeBord to approve writing off delinquent accounts and forwarding to a Collections Agency. Motion approved unanimously by polled vote.***

13d Approval to hold a Special Assembly meeting on October 6, 2022, to Certify the October 4, 2022, Regular Election

***M/S: Howe/DeBord to approve holding a Special Assembly meeting on October 6, 2022, at 5:30 p.m. to Certify the results of the October 4, 2022, Regular Borough Election. Motion approved unanimously by pulled vote.***

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

**EXECUTIVE SESSION** - None.

Regular Assembly meeting adjourned at 6:40 p.m.

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Patricia Gilbert, Borough Mayor

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

**MEMORANDUM**

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

**FROM: JEFF GOOD  
BOROUGH MANAGER**

**SUBJECT: MANAGER'S REPORT**

**DATE: October 11, 2022**

**INFORMATION:**

- The directors and I will be having a strategic planning session on October 18. This will enable us to look at our current goals and structure, solidify and modify the goals, ensure our current staffing model is meeting the needs of the community and work on building out our capital improvement prioritization list.
- With the results of the mill property, we will be scheduling some town halls in the near future. We are going to get input from the EDC prior to the town halls to help develop the scope of the town halls.
- With the approval of the bond for the school, the finance director will be working with the attorneys on the issuance of the bond. This will take several months to work through that process. We will also be working closely with the school as they complete the engineering condition assessment that will enable them to compete for matching funding from the State if it becomes available in the budget for next year.

## **Harbor Department Steve Miller**

The crew has done a great job this month.

- Pressure washing continues at Heritage Harbor
- Light bulbs replaced at all harbors including gangways
- Pulled all summer floats scraped, pressure washed and re-zincd, stored for the winter
- Winterized city dock water lines
- Camel logs at city dock removed and stored.
- Shoemaker Bay Crane serviced
- Emergency pumps serviced all harbors
- Heritage Harbor Parking lot lights fixed
- Town Hall @6:30pm on Wednesday, September 28th in the Nolan Center Theater.
- Q1 Financial Update will take place 2nd meeting in October.



## Wrangell Municipal Light and Power Department Report September 2022 (10.5.2022)

### WML&P Status

#### Accomplishments –

- 6 Orange card Work Orders (WOs) – These WO's consist of customer complaints and other field noted problems.
- 6 New Electrical Permits taken out
- 5 Disconnect/Reconnects
- October Disconnects – All customers were reached and made payments/plans; no one had to be disconnected.
- 6 Electrical Inspections requested and completed
- Primary line brushing.
- 1 Locate at Airport
- Diesel generation Logs and KWH produced request sent to Robert Siedman for a load data study
- Dominique is setting up 4 training opportunities for WMLP, Public Works, and the Harbor Dept. Flagging, CPR, Forklift, as well as SEAPRO Haz-whopper
- Completion of moving and relocating the 12 Cylinder NOME Generator from MSC to Mill Site and the 20 Cylinder Cat in the Box Gen. Mill Site by BW Enterprises
- Mark Armstrong 26 ½ year retirement party and New Hire replacement Foreman Dwight Yancey
- WMLP Stock Inventory has been ordered-Lead times are getting more difficult
- MSI Baseline Inspection Contract approved and in the works for scheduling in late November or December.
- 1 localized power outage effecting Peninsula and Ocean Drive.

WMLP had a total of 81 work orders in the month of September – September and April are our 2 busiest months of work orders with boats going back to the stall and boats going into the MSC. Consisting of Reads, Disconnects, Installs, and requests for meter tests and meter swap outs.

**Financials:**

- In the month of 2022 WML&P sold 1,955,803 KW Hours of Electricity, generating \$240,623.89 of Revenue. This can be compared to 2020 and 2021 as follows:
  - 2020 - WML&P sold 2,013,135 KW Hours of Electricity, generating \$244,593.76 of Revenue.
  - 2021 - WML&P sold 1,959,459 KW Hours of Electricity, generating \$254,693.91 of Revenue.

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

**Facility Maintenance Report**

- The department was sad to see the departure of Matt Scheiner from our building maintenance staff in July. The vacant maintenance position was open to the IBEW union members for first consideration before opening the advertisement to the public. The employment notice has been open to the public since August 3<sup>rd</sup>. We will continue to advertise the position as open until filled.
- Since summer, we have continued to focus maintenance efforts on exterior building painting as weather allows. We recently finished the three accessible sides of the Library building as our final push until our next painting season arrives in 2023. This Summer we completed a complete recoating of the Nolan Center and City Hall, as well as  $\frac{3}{4}$  of the Library.
- As we enter Fall and look to wind and rain, we are turning our focus to roof and roof drain clearing.
- Other maintenance tasks have included:
  - Assisting Parks at the Shoemaker Barn
  - Exhaust fan and shed repair at Public Works Garage
  - Nolan Center landscaping maintenance
  - Nolan Center lighting replacement
  - Tying in a new air compressor for the sprinkler system at the Sanitation building
  - Addressing multiple Urinal fixture concerns in various buildings
  - Repairing overhead rolling doors at Public Safety Building

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

- A total of **\$24,752,724** of capital improvement projects have currently received funding. Grant funded and locally funded projects are reported below.

### **Grant Funded Projects**

#### **Non-Motorized Transportation System (Mt. Dewey Trail Extension)**

- Funding for this project comes from the Federal Highway Administration, FLAP program, in the amount of \$904,768. A match of 9.03% is required.
- The USACE (Corps) response to the impacts to wetland disturbance requires compensatory mitigation for the wetland impacts. We are working with an environmental consultant to perform the functional assessment to determine the number of credits to be purchased from a mitigation bank for the required compensatory mitigation.
- **Update:**
  - An amendment to PND's design contract has been issued and we are working with them for full execution before beginning the final design and construction bidding services. A design kick-off meeting was held to discuss design outcomes, schedule, outstanding permitting requirements, and a site review and public information meeting, with plans in hand, upon completion of the 65% level design.
  - The compensatory mitigation for wetlands impacts has been identified and will cost the Borough approximately \$24,000 for compliance with US Army Corps of Engineer regulations.
  - PND's schedule for completing the design is October 2022 at which time they will be in Wrangell to perform a plan-in-hands walk through to vet the design to date. At the same time we will hold a public walk through and informational meeting on October 13<sup>th</sup>. The public may join a walk through of the trail extension project at 3:00 p.m., beginning at the Mt Dewey Trailhead on Third Street. We will be walking through the muskeg, so participants should plan to wear appropriate shoes and clothing. A public meeting will follow at 5:30 p.m. at the Nolan Center.

#### **North Country Trailhead Access Road Repair**

- Funding for this project comes from the Federal Highway Administration, FLAP program, in the amount of \$55,655. A match of 9.03% is required.
- **Update:**
  - We are working to certify the Right of Way and the Utility Certification. There are no utilities throughout the project, so we have no impacts in that regard. The ROW certification will need to be finalized as a required document for the RPF package to be submitted to WFL for approval.
  - In hopes of a Summer 2022 project, the project areas along the road section of Spur Road leading to the North Country Trailhead as project scope and location identification have been staked. This will be a Spring 2023 project

after the ROW is certified, RFP is developed, competitive bids are solicited, and a contract is issued.

### **Nolan Center Standby Generator Upgrades**

- Funding for this project is from the Homeland Security State Program in the amount of \$320,000. No match is required.
- The engineers, EPS, completed a meter recording of the electrical loads of the whole building's electrical system, with the exception of the electrical boiler since the oil-fired furnace serves as the backup heat if power is lost. With this information they calculated the size of the generator required to accommodate the full building with a certain amount of added capacity for any potential facility/electrical load growth.
- **Update:**
  - Engineering design continues following the generator load sizing effort, anticipating completion by the end of the calendar year.
  - We plan to justify a sole-source request toward the Borough's effort to standardize the CAT generator for our generator equipment based on compatibility related to mechanic training and knowledge, diagnostics software, parts, sales and service would be good justification. If approved, we also must meet the Buy American requirements.
  - The construction bidding phase will be released as the design is complete.

### **Port and Harbor Security System**

- Funding for this project is from the Homeland Security State Program in the amount of \$429,000. With the addition of the reported additional \$427,804 funding below, the total funding for this project is \$856,000. No match is required.
- **Update:**
  - A Professional Services Agreement was executed with RESPEC. A design kick-off meeting was held to discuss design concerns, project outcomes, and schedule. RESPEC promptly sent their designing engineer to Wrangell for a two-day field review of all eight port and harbor sites. RESPEC's proposed schedule for completing the design is by the end of the calendar year 2022.
  - The Borough was notified in September of an additional \$427,804 from the State Homeland Security Program FY22 grant allocation for this project. This brings the total grant funding to approximately \$856,000. Award letters are expected by November 1<sup>st</sup>.

### **Reservoir Bypass Design**

- Funding for this project is provided by the State of Alaska DCCED in the amount of \$615,000.
- A federal congressional appropriation, to be managed by EPA, has been made to the Borough in the amount of \$2,080,000, an amount equal to 80% of the project cost submitted to in April 2021. Although identified for a congressional appropriation, the Borough will be required to submit a formal application, complete with a federal environmental review, as part of the final review and grant award process.

- The project cost estimate received this week projects a \$3,129,000 project compared to the estimated from last year at \$2,600,000. An additional scope of work was added since April 2021, to replace all existing Ductile Iron Pipe (DIP) with HDPE pipe, for an estimated additional expense of \$1,431,000. EPA has confirmed that no additional funding from FY22 would be available for projects that results in higher costs. The Borough is obligated to provide at least a 20% cost share. Based on the current cost estimate, the Borough will need to contribute a total of \$1,049,000 to close the funding gap for the Base Bid scope of work, or a total of \$2,480,000 if considering the Additive Alternate to replace existing DIP.
- **Update:**
  - The design is 95% complete and staff met with the engineers and the State of Alaska, DNR, Dam Safety office to review their comments for further response. In an effort to reduce costs for the Water Treatment Plant project, that project's engineering team, DOWL, have identified an opportunity to include the option for raw water pumping within the Reservoir Bypass project, to accommodate future periods of low water and low flow. The two design teams will cooperate to exchange information for additional design to be included in the reservoir Bypass design.

## Water Treatment Plant Improvements

- The engineering design phase of this project has been funded by the Borough, through a variety of funding resources, including ARPA grant, General Fund Reserves, and Water Fund Reserves in the amount of \$1,107,963. An additional \$125,000 was recently approved for the packaged water treatment equipment shop drawings required to complete the design.
- We received the award letter for the State of Alaska Designated Legislative Grant in the amount of \$4,100,000 for this project. Further funding requests will be submitted to both USDA and EDA. EDA will require a nearly 50% match, which has been identified to be provided from the \$4.1M recently awarded for this project through a State of Alaska Designated Legislative Grant.
- DOWL's 35% level design was complete at the end of May, and staff have returned comments. The 35% level cost estimate projected a \$17M construction cost. Costs will be further refined with the 65% level design and cost estimate, which are scheduled to be complete by the first part of November.
- **Update:**
  - The Borough was notified on August 16<sup>th</sup> that our application to the Denali Commission, requesting \$2,000,000, was not funded.
  - A preselection solicitation for the packaged water treatment equipment was issued on July 27<sup>th</sup> with a bid opening date of August 31<sup>st</sup>. EDA requires at least three bids be received; otherwise, they require a second round of competitive advertising. With only one proposal received, we are seeking approval from EDA for consideration of award to the sole proposer, who is also a Canadian company, which requires approval of a non-American company under the Buy American requirement of EDA.
  - The project design team, DOWL, will be in Wrangell the week of October 24<sup>th</sup> for a 65% plans-in-hand project and site review. There will be a work session prior to the October 25<sup>th</sup> Assembly meeting where they will present a project overview for the public.

## Lift Station Standby Generator at Wood Street

- This project is funded by the remaining funds from the State of Alaska DCCED scheduled to benefit the hospital replacement project.
- The standby generator has been ordered from NC Power Systems who is expecting a Brazil factory release by the beginning of August. The generator is expected in Wrangell around the end of October.
- The Contractor began the foundation work on August 24<sup>th</sup> and continues to work toward completing the structure and electrical work in advance of the arrival of the generator unit.
- **Update:**
  - The Automatic Transfer Switch isn't expected in Wrangell until January; however, we are adjusting the project work and schedule to accommodate for this material delay while still being able to support the lift station with the installed generator.

## High School Fire Alarm System Upgrades



- Funding for this project is from the Community Development Block Grant (CDBG) in the amount \$494,734 (including a recent amendment adding \$35,483) along with a local cash match in the amount of \$118,750 for a total project funding to date of \$613,484.
- **Update:**
  - Construction bidding began on August 24<sup>th</sup> and bids were opened on October 4<sup>th</sup>. Four bids were received with Sitka Electric being the low bidder. A request to approve a contract with Sitka Electric is on the Assembly's October 11<sup>th</sup> agenda.
  - A budget amendment, adding \$62,000 to the project for a 10% contingency is on the Assembly's October 11<sup>th</sup> agenda.

### **Recreation Center & Pool HVAC and DDC Upgrades**

- Funding for this project is from the Community Development Block Grant – COVID (CDBG-CV) in the amount of \$806,000. There is no match requirement for this specific CDBG-CV grant.
- Due to the short timeframe for the total project, the State/CDBG approved a non-competitive procurement for engineering design and a sole source procurement for the DDC system. Both were approved by the CDBG agency as well as the Borough Assembly.
- **Update:**
  - A design kick-off meeting was held to discuss design concerns, project outcomes, and schedule for the HVAC mechanical components portion of this project. RESPEC promptly sent their designing engineer to Wrangell for a one-day field review of the HVAC system and components. The schedule identified for completing the design, for competitive construction bidding, was the end of August. The engineers are behind schedule but have indicated they are close to being complete.
  - The temperature control upgrades portion of this project is underway under a design-build approach with Meridian Systems.

### **Swimming Pool Exterior Siding Improvements**

- The Borough earmarked \$175,000 of the Lost Revenue Relief Grant funding for this project.
- A minor destructive investigation of the building's exterior wall system was performed to determine if wood frame deterioration has occurred. There was no wood framing deterioration found. The primary need is to replace the siding, a portion of which has deteriorated in the ground level splash zone.
- The Wrangell School District has requested to join in the siding and painting project for cost efficiencies for painting the High School and Middle School, and we are working to develop a joint project.
- **Update:**
  - A fee proposal was received from NorthWind Architects to assist with the level of drawings, details and technical specifications need for a construction

contract / bid document. The cost is high to utilize a consultant to the extent of the original scope reviewed with them; therefore, staff will reassess how to reduce the level of consultant work and perform more of the work in house. This project will now occur in Spring/Summer 2023.

### **Skeet Range Improvements**

- The Borough made a successful application to the ADF&G Hunter Access Grant Program for grant funding for the next phase of the Skeet Range facility improvements, which includes design and construction of an eight-station skeet shooting range with high and low house enclosures, finalizing surface capping of parking area, and procurement of skeet machines for sporting activity. The grant amount awarded is \$159,305, which requires a 10% local match of approximately \$16,000. A budget amendment will be developed to request the match be provided from the General Fund Reserves prior to executing a grant agreement with the State agency.

### **Locally-Funded Projects**

#### **Library Carpet Replacement**

- Funding for this project comes from the General Fund, in the amount of \$46,500.
  - Materials are on order and anticipated to arrive Wrangell by the end of September. To ensure all of the flooring materials are in Wrangell prior to project commencement, we plan to schedule the shutdown for the first part of November when the Library Director has also returned from PTO, as it will be critical to ensure staff are present to continue to assist Library patrons even though the facility will not be open for general use. The library is expected to be closed to the public for approximately two weeks.

#### **Heritage Harbor Ramp Apron Concrete Paving**

- Funding for this project comes from the General Fund, in the amount of \$47,586.
- **Update:**
  - The project began on August 1. The finished grade exhibited raised areas and water pooling, whereby not all of the water was able to drain to the area catch basin. The contractor put forth a significant effort to correct the raised spots by grinding. To date there is still water pooling that must be corrected. The Contractor will be allowed the time to correct; otherwise, a replacement of the subject area may be required. The boat ramp was reopened on August 19<sup>th</sup> until the Contractor makes a plan to revisit the problem areas.

#### **Mt Dewey Slope Geotechnical Analysis**

- Funding for this project comes from the General Fund, in the amount of \$62,162.
- **Update:**
  - The engineer and drilling company were in Wrangell last week for this work while also in town for the Upper Dam subsurface soil investigations work.

Drilling efforts in the roadway indicate bedrock is shallow, and the rock coring effort will help to characterize the bedrock. A Geometrics Geode seismograph was used to conduct seismic refraction lines at right angles on the slope, which will locate bedrock and, in conjunction with the borings, developing a subsurface profile.

- The soil samples will be tested for characterization.
- Results of the geophysical survey will describe the subsurface conditions encountered and will provide preliminary engineering recommendations for stabilization of the landslide mass. This geo effort does not include final design of any potential recommendations for stabilization methods and additional explorations/engineering may be necessary to complete the final design.

#### **Airport Runway Light Generator & Electrical Connectivity**

- Funding for this project is projected to come from the General Fund, in the amount of \$26,500, and be reimbursed by ADOT.
- A budget amendment providing for project funds was approved at the July 26<sup>th</sup> Assembly meeting agenda, allowing the design engineer to continue to work to address DOT design comments, seek final concurrence and assist in developing the construction bid documents.

#### **Reid Street Sidewalk Replacement**

- Funding for this project comes from the Secure Rural Schools Fund, in the amount of \$55,000.
- **Update:**
  - The sidewalk and guardrail were demolished and replaced in kind to correct the separation and sloping that had occurred over the years.
  - This project is now complete. The Borough thanks Johnson Construction for working with us on a successful project.

#### **Diesel Generator #5 Upgrades**

- Funding for this project comes from the Light & Power Fund, in the amount of \$150,374.
- The engine overhaul portion of this project was completed in the summer. The Borough thanks MSI for working with us on a successful project.
- The engineering controls upgrades portion of the project is anticipated during Fall/Winter 2022, following arrival of all parts.

#### **12MW Power Plant Upgrades**

- Funding for this project comes from the Light & Power Fund, in the amount of \$570,000.
- The three 3MW transformers have been ordered and have an anticipated August 2023 arrival timeframe.

- As we await the transformers, work will move forward to prepare the remainder of the work to provide for the increased power plant capacity (upgrading from a 9MW to a 12MW capacity output plant) in advance of the new transformers' arrival.
- **Update:**
  - EPS has received their contract for the engineering work necessary to accommodate the two new switches to isolate the transformers, preventing faults due to in-rush, and modifying the ring buss.

### **Upper Dam Stability and Repairs Alternative Analysis**

- Funding for this project comes from the Water Fund, in the amount of \$150,212.
- **Update:**
  - The engineer and drilling company were in Wrangell last week for the subsurface soil investigations at the dam.

### **Meyers Chuck Harbor Replacement**

- Funding for this project comes from the Harbor Fund, in the amount of \$275,000 for design.
- A competitive solicitation to procure engineering design is required.
- **Update:**
  - A grant application is being developed for submission to the State of Alaska Harbor Facilities Grant Program., due by August 5<sup>th</sup>. The required 50% match for this grant was committed by the Borough Assembly on July 11<sup>th</sup> in the amount of \$1,166,185 from Port and Harbor Reserve Fund.

### **Loading Dock – Solid Waste Transfer Station Upgrades**

- Design for the loading dock is underway with R&M Engineering.
- **Update:**
  - Although the Borough has funded this project in an amount of \$391,499, a grant application was submitted to the Denali Commission requesting funding assistance. The CBW was notified in mid-August of an award in the amount of up to \$250,000 from the Denali Commission for this project. Combined with the local funding allocated for this project, there is \$641,499 available for this project, with a cost estimated at \$440,000 (including tire removal and bathroom expansion).
  - The engineer was in Wrangell last week for a subsequent site review after finalizing survey and to meet with ML&P to discuss options for electrical infrastructure modifications at the site.

### **Environmental Work Plan for Public Works Yard Site**

- An amendment was issued to the engineers' PSA for the further site investigations required by DEC. They are drafting the required work plan in advance of their return to Wrangell for the field work.

### **Environmental Work Plan (former) Wilcox Automotive**

Capital Facilities Department Report

October 5, 2022

Page 11 of 13

- An amendment was issued to the engineers' PSA for the further site investigations required by DEC. They are drafting the required work plan in advance of their return to Wrangell for the field work.

#### **Environmental Work Plan for Wrangell Medical Center**

- An amendment was issued to the engineers' PSA for the further project work required by DEC. The work requires the engineer to be on site. They will perform this work when they return for the other two contaminated sites in-field work, following their work plan development and approval by DEC.

#### **Nolan Center Roof Repairs**

- A competitive solicitation requires development.

#### **Garage Asbestos Wallboard Removal**

- A competitive solicitation requires development.

#### **Sunset Gardens Cemetery Expansion and Columbarium**

- A Professional Services Agreement (PSA) with the engineer has been issued for execution. Survey work is expected to begin in October.
- The new Columbarium is expected to ship out of the factory soon. Its installation will be delayed until the conceptual plan for the Sunset cemetery Expansion project is complete to ensure a wholistic approach to its placement.

#### **Public Safety Building Underground Storage Tank (UST) Replacement and High School Underground Storage Tank (UST) Replacement**

- The report from the engineer's site visit was received. We are awaiting their associated fee proposal to perform the design of the necessary work to construct a new, above ground fuel tank and remove the old tank, complete with environmental assessment for adequate tank closure according to DEC requirements.

#### **High School Elevator Modernization**

- Having worked through the requirements for the fire alarm system that will be required for the elevator, in conjunction with the new Fire Alarm System Replacement project that is pursuing with CDBG grant funds.
- **Update:**
  - The electrical engineer finalized the basis of design for the design/build project, and we have sent this information to the elevator consultants to review for inclusion in the final competitive solicitation document.

#### **AMI Metering System Replacement**

- A competitive solicitation requires development.

#### **Generator Building Rehabilitation**

- A Professional Services Agreement (PSA) with the engineer is required.

### **Lift Station 8 Sewer Pump Station Rehabilitation**

- A competitive solicitation requires development.

### **Evergreen Avenue Roadway and Pedestrian Access Improvements (2018 project managed by DOT)**

- Following the recent final closeout of this project by DOT with Federal Highways, of the \$733,303 in matching funds the Borough provided for this project, \$172,030 was returned as unused. Given the match funds were originally provided from the Sales Tax Streets Fund, this funding will be returned to the General Fund.

### **Community Concerns**

#### **Per- and Polyfluoroalkyl Substances (PFAS) Testing in Groundwater**

- PFAS are widely used, long lasting chemicals, components of which break down very slowly over time. Because of their widespread use and their persistence in the environment, many PFAS are found in the blood of people and animals all over the world and are present at low levels in a variety of food products and in the environment. PFAS are found in water, air, fish, and soil at locations across the nation and the globe. Scientific studies have shown that exposure to some PFAS in the environment may be linked to harmful health effects in humans and animals.
- Anticipating the \$1 billion in Bipartisan Infrastructure Law grant funding offered to States to address PFAS and other emerging contaminants in drinking water, the Alaska DEC performed testing at all Wrangell sites identified to have drinking water wells.
- Five sites were tested, including the CBW-owned well at 5-mile Zimovia Highway, near Shoemaker Harbor. There were no detections of PFAS or PFOA in Wrangell, and thus further work in the community will not be pursued at this time.

#### **Wrangell mileposts 5.5 and 8.5 on Zimovia Highway – Rockfall Mitigation**

The Alaska Department of Transportation and Public Facilities (DOT&PF) is planning a slope stabilization project to serve as mitigation measures to reduce the frequency and severity of rockfalls between mileposts 5.5 and 8.5 on Zimovia Highway in Wrangell, Alaska. They are anticipating delivery of that project in early 2023. The project includes the following activities:

- Reconnaissance surveys
- Vegetation clearing
- Rock scaling
- Rock bolting

**CITY & BOROUGH OF WRANGELL, ALASKA**

***BOROUGH CLERK'S REPORT***

**SUBMITTED BY:** Kim Lane, Borough Clerk

**Upcoming Meetings & Other Informational dates:**

**Other City Boards/Commissions:**

**October 13** – Planning & Zoning Commission mtg. at 6:00 pm in the Assembly Chambers

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

**Community Events:**



**October 15 – Tax Free Day!!**

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

**October 25 - Regular Borough Assembly Meeting** at 6:00 PM in the Assembly Chambers

**November 9 - Regular Borough Assembly Meeting** at 6:00 PM in the Assembly Chambers

**November 22 - Regular Borough Assembly Meeting** at 6:00 PM in the Assembly Chambers

**December 13 - Regular Borough Assembly Meeting** at 6:00 PM in the Assembly Chambers

**Regular Borough Election of October 4, 2022**



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

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

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



This years' Election went very well. As of September 4<sup>th</sup>, Wrangell had **1,914** registered voters. That voter count was down by 67 from last year.

The total number of ballots cast for the October 4<sup>th</sup> Regular Election was **601**. The voter turnout this year was **31%**.

Last year's election had a 31% voter turnout (486 voted).



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## Information on the Upcoming 72<sup>nd</sup> Annual AML Winter Conference:



- **Newly Elected Officials Training** – Wednesday, November 30<sup>th</sup>  
(will be held virtually)
- **Newly Elected Officials Training** – Monday, December 5<sup>th</sup> (in-person)
- **ACoM** – Tuesday, December 6<sup>th</sup> (in-person)
- **AML General Conference** – Wednesday, December 7<sup>th</sup> – 9<sup>th</sup> (in-person)

I have reserved 3 rooms at the Marriott Anchorage Downtown hotel, in anticipation of the Mayor, one Assembly Member (regular), and one Assembly Member (newly elected), attending.

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I am working with the Borough Attorney (Max) to come to Wrangell for the annual OMA & Parliamentary training. He is planning on coming here in November. More to come, once we can work out the schedule.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 11, 2022
	<u>Agenda Section</u>	<b>10</b>

Annual Vice-Mayor Appointment

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
--	------------

**Account Number(s):**

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

**Account Name(s):**

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

**RECOMMENDATION Motion:**

*Motion: Move to appoint \_\_\_\_\_ for Vice-Mayor until October 2023.*

➤ Assembly Member \_\_\_\_\_ has expressed interest in filling this roll.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 11, 2022
	<u>Agenda Section</u>	<b>10</b>

Annual Board and Committee Appointments

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
--	------------

**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. None.

### RECOMMENDATION

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

Board/Committee	Letter of Interest Received from:
Planning & Zoning Commission (2 avail.)	<b>1. Apryl Hutchinson</b> <b>2. Terri Henson</b>
Parks & Recreation Advisory Board (1 avail.)	<b>1.</b>
Wrangell Convention & Visitors Bureau (2 avail.)	<b>1. Brenda Schwartz-Yeager</b> <b>2. Caitlin Cardinel</b>
Economic Development Committee (2 avail.)	<b>1. Caitlin Cardinel</b> <b>2. Bob Dalrymple</b>
Investment Committee (1 avail. – Community Member)	<b>1.</b>

**Procedure - Mayor:** If there are no objections to the above appointments to the City Boards and Committees, I will declare them appointed for terms ending October 2025.

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

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

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

*Motion: Move to appoint \_\_\_\_\_ to fill the vacancy on the  
\_\_\_\_\_ for the term up until October 2025.*

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 11, 2022
	<u>Agenda Section</u>	<b>10</b>

Annual Investment Committee Appointments (2 Assembly Members)

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):**

	XXXXX 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. None.

### RECOMMENDATION

Two members of the Assembly are to be appointed to the Investment Committee at the first regular assembly meeting following certification of the regular election (as per WMC 3.15.020). The appointments are to be made by the Mayor, with the consent of the Assembly.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 11, 2022
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 10-22-1723** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$62,000 FROM THE SECURE RURAL SCHOOLS FUND RESERVES TO THE SECURE RURAL SCHOOLS FUND CIP FUND FOR THE HIGH SCHOOL AND MIDDLE SCHOOL FIRE ALARM REPLACEMENT PROJECT AND AUTHORIZING ITS EXPENDITURES

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

**Expenditure Required:** \$62,000

FY 23: \$62,000

**Amount Budgeted:**

FY23 \$578,001, Plus an Additional  
\$35,483 from CDBG received 10-5-22

**Account Number:**

25300 101 9999 00 25001

**Account Name:**

High School and Middle School Fire Alarm  
System Replacement

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 10-22-1723.

### RECOMMENDATION MOTION:

Move to Approve Resolution No. 10-22-1723.

### SUMMARY STATEMENT:

The Wrangell High School and Middle School Fire Alarm System Replacement has been listed on the School District's renewal and replacement schedule for several years. The existing fire alarm system does not meet current codes. The fire alarm panel does not have a connection to a digital communicator; therefore, it is not monitored by a remote third party as required by code and is needed for a quick response to the building in the event of fire. This project serves to increase the safety of the occupants of the existing space, and to further protect the property itself.

This project was elevated to the Borough's #2 priority capital projects for FY22. Recognized as a community priority, the Borough submitted a grant application to the CDBG program for funding for this project. The CDBG has granted \$494,734 along with a local cash match in the amount of \$118,750 for a total project funding to date of \$613,484. Engineering design and construction and inspection services was funded from this amount at a total of \$36,635.

The CBW issued an Invitation to Bid for the construction of the High School and Middle School Fire Alarm Replacement project, and the low bid was received from Sitka Electric Company in the amount of \$574,000. Funding is whole to cover the cost of the design and construction; however, additional funding is needed, in the amount of \$62,000 to provide for a 10% contingency on both construction administration and inspection services and the construction work. Standard practice is to have a level of a construction contingency available for unknown or otherwise unidentified conditions that may arise during the construction phase of the project. A 10% construction contingency is requested to be added to the project funding, in the amount of \$62,000 through this budget amendment.

Resolution No 10-22-1723 requests that the FY 2023 Budget be amended to reflect a transfer of funds, in the amount of \$62,000, from Secure Rural Schools Fund Reserves to the Secure Rural Schools Fund CIP Fund for the High School and Middle School Fire Alarm System Replacement project and authorization of its expenditures.



## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 10-22-1723

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$62,000 FROM THE SECURE RURAL SCHOOLS FUND RESERVES TO THE SECURE RURAL SCHOOLS FUND CIP FUND FOR THE HIGH SCHOOL AND MIDDLE SCHOOL FIRE ALARM REPLACEMENT PROJECT AND AUTHORIZING ITS EXPENDITURES

WHEREAS, the Wrangell High School and Middle School Fire Alarm System Replacement project was elevated to the City and Borough of Wrangell's CIP Priority list for FY22-23 as the number two priority project; and

WHEREAS, funds are available through the CDBG grant, in the amount of \$494,734, and with a local cash match, in the amount of \$118,750, for a total project funding to date of \$613,484 to cover the design and construction costs; and

WHEREAS, a ten percent (10%) construction contingency, in the amount of \$62,000, is necessary to fund for unknown or otherwise unidentified conditions that may arise during the construction phase of the project.

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

Section 1: The FY 2023 Budget is amended to reflect a transfer of funds, in the amount of \$62,000, from Secure Rural Schools Fund Reserves to the Secure Rural Schools Fund CIP Fund for the High School and Middle School Fire Alarm Replacement project and authorizing its expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 11<sup>th</sup> DAY OF OCTOBER, 2022.

CITY & BOROUGH OF WRANGELL, ALASKA

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

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/11/2022
	<u>Agenda Section</u>	6

**RESOLUTION No. 10-22-1724** OF THE CITY AND BOROUGH OF WRANGELL PROVIDING FOR A BUDGET AMENDMENT THAT DISSOLVES AND/OR CONSOLIDATES VARIOUS FUNDS IN CONFORMANCE WITH THE FY 2023 BUDGET STRUCTURE

<u>SUBMITTED BY:</u>
Mason Villarma, Finance Director

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

<u>FISCAL NOTE:</u>		
<b>Expenditure Required: \$</b>		
FY 23	FY 24:	FY25:
<b>Amount Budgeted:</b>		
	FY21\$0	
<b>Account Number(s):</b>		
	Multiple	
<b>Account Name(s):</b>		
	Various	
<b>Unencumbered Balance(s) (prior to expenditure):</b>		

ATTACHMENTS: 1.) Resolution No. 10-22-1724 2.) 10-22-1724\_Corresponding Journal Entries

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

**RECOMMENDATION MOTION: Move to approve Resolution No. 10-22-1724.**

## SUMMARY STATEMENT:

In an effort to clean-up the Borough's books and records, the Finance Department is proposing a budget amendment to multiple accounts in order to conform to the new fund structure adopted by the Borough in the FY 2023 Adopted Budget. Over the last decade, many funds were created for very specific activities or projects. Creating these funds inevitably created an extremely granular accounting structure that is inefficient to manage. Appropriations for specific projects should either be reappropriated in the following fiscal year's fund-level CIP budget (if they were not spent in the current year and are still needed) or tracked independently as "*committed funds*". All projects should be accounted for in our CIP fund substructure (Ex: General Fund Projects are accounted for in Fund # 11300).

The following funds are consolidated or dissolved via the General Fund under RES 10-22-1724:

- Sales Tax Streets Fund
- Sales Tax H/S/E Fund
- Foreclosure Fund
- PLA – Library Grant Fund
- IMLS – Library Grant Fund
- Youth Court Fund
- Swim Club Fund
- Miscellaneous Project Appropriation Funds created (Institute Property Development Fund, Hospital & Nursing Home Replacement Fund, Wood Street Construction Fund, PSB Renovation Fund, and Pool Building Renovation Fund).

The purpose of recording the dissolving/consolidating entries is to reorganize our accounting structure in AccuFund to match the FY2023 Budget format. This will also allow the Borough Finance department to have the desired accounting structure implemented into Caselle in a seamless fashion.

## CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 10-22-1724

RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL PROVIDING FOR A FY2022 BUDGET AMENDMENT THAT DISSOLVES AND/OR CONSOLIDATES VARIOUS FUNDS IN CONFORMANCE WITH THE FY 2023 ADOPTED BUDGET'S CHART OF ACCOUNT STRUCTURE

WHEREAS, the Borough has created a dramatically granular accounting structure in the General Ledger; and

WHEREAS, the Borough Finance department intends to reorganize the fund structure and chart of accounts in the Borough's accounting software to mirror the adopted structure in the FY 2023 Budget; and

WHEREAS, reorganization of the funds structure will also clean up the books and records to allow for the new Caselle software implementation to be executed in a more seamless fashion.

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

Section 1: The FY 2022 Budget is amended to record all journal entries presented in Exhibit A (attached).

Section 2: The resolution is effective retroactive to 6/30/2022.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 11<sup>th</sup> DAY OF OCTOBER.

CITY & BOROUGH OF WRANGELL

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

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

**City and Borough of Wrangell, Alaska**  
Dissolving/Consolidating Funds

RES 10-22-1724 Dissolving Funds

Effective Date/Entry Purpose	Fund	Account Description	Account #	Dr.	Cr.
<i>To Dissolve Sales Tax Streets Fund</i>					
6/30/2022	Sales Tax Major	Transfer to Sales Tax Steets	22000 000 8912 00 00000	470,597	
	Sales Tax Streets Sub Fund	Transfer from (Parent) Sales Tax Fund	22010 000 4922 00 00000		441,189
	Sales Tax Streets Sub Fund	Misc Accounts Receivable	22010 000 1250 00 00000		29,408
				<b>470,597</b>	<b>470,597</b>
<i>To Dissolve Sales Tax H/S/E Fund</i>					
6/30/2022	Sales Tax Major	Transfer to Sales Tax Steets	22000 000 8911 00 00000	386,942.21	
	Sales Tax H/S/E Sub Fund	Transfer from (Parent) Sales Tax Fund	22030 000 1250 00 00000		205,855.75
	Sales Tax H/S/E Sub Fund	Misc Accounts Receivable	22030 000 4922 00 00000		181,086.46
				<b>386,942</b>	<b>386,942</b>
<i>To Dissolve Foreclosure Fund that is Not Being Collected on</i>					
6/30/2022	General Fund	Transfer to Other Fund	11000 000 8900 00 00000	5,652.77	
	Foreclosure Fund	Transfer from Other Fund	11120 000 4900 00 00000		5,652.77
	Foreclosure Fund	Accounts Receivable	11120 000 1200 00 00000		4,646.58
	Foreclosure Fund	Recovered Foreclosure Costs Receivable	11120 000 1260 00 00000		13,369.71
	Foreclosure Fund	Bad Debt Expense	11120 000 7980 00 00000		18,016.29
				<b>18,016.29</b>	
				<b>23,669.06</b>	<b>23,669.06</b>
<i>To Dissolve PLA-Fund in Accordance with FY 2023 Budget Fund Structure</i>					
6/30/2022	General Fund	Transfer to Other Fund	11000 000 8900 00 00000	7,000.00	
	Public Library Assistance Fund	Transfer from Other Fund	11150 000 4900 00 00000		7,000.00
<i>To Dissolve Fire Truck Fund. Any savings for a future fire truck should be shown as committed.</i>					
6/30/2022	Fire Truck Replacement Fund	Write-off Expense	11160 000 7980 00 00000	33,750.00	
	Fire Truck Replacement Fund	A/R	11160 000 1200 00 00000		33,750.00
<i>To Dissolve IMLS-Library Grant Fund in Accordance with FY 2023 Budget Structure</i>					
6/30/2022	General Fund	Transfer to Other Fund	11000 000 8900 00 00000	15,899.54	
	IMLS Fund	Transfer from Other Fund	11170 000 4900 00 00000		15,899.54
<i>To Dissolve Youth Court Fund</i>					
6/30/2022	Youth Court Fund	Transfer to Other Fund	11210 000 8900 00 00000	6,594.00	
	General Fund	Transfer from Other Fund	11000 000 4900 00 00000		6,594.00
<i>To Dissolve Swim Club Fund</i>					
6/30/2022	Swim Club Fund	A/R	24040 000 1226 00 00000	4,730.05	
	Swim Club Fund	Misc Revenue	24040 000 4600 00 00000		4,730.05
	Swim Club Fund	Transfer to Other Fund	24040 000 8900 00 00000	5.78	
	P&R Special Revenue Fund	Transfer from Other Fund	24000 000 4900 00 00000		5.78
				<b>4,735.83</b>	<b>4,735.83</b>
<i>To Dissolve Committed Funds from Previous Years</i>					
6/30/2022	Institute Property Fund	Transfer to Other Fund	11000 000 8900 00 00000	148.75	
	Residential Construction Fund	Transfer from Other Fund	50000 000 4900 00 00000		148.75
	Hospital Nursing Home Fund #2	Transfer to Other Fund	11000 000 8900 00 00000	20,238.36	
	General Fund	Transfer from Other Fund	80020 000 4900 00 00000		20,238.36
	Wood Street Construction Fund	Transfer to Other Fund	11000 000 8900 00 00000	500.00	
	General Fund	Transfer from Other Fund	80030 000 4900 00 00000		500.00
	PSB Renovation Fund	Transfer to Other Fund	80070 000 8900 00 00000	682,880.72	
	General Fund	Transfer from Other Fund	11000 000 4900 00 00000		754,390.72
	PSB Renovation Fund	Deferred Revenue	80070 000 2003 00 00000	71,510.00	
				<b>754,390.72</b>	<b>754,390.72</b>
	Pool Building Fund	Transfer to Other Fund	80080 000 8900 00 00000	159,593.97	
	General Fund	Transfer from Other Fund	11000 000 4900 00 00000		159,593.97
	Fire Engine Replacement Fund	Transfer to Other Fund	80090 000 8900 00 00000	50,000.00	
	General Fund	Transfer from Other Fund	11000 000 4900 00 00000		50,000.00

*To Dissolve the Fee Assistance Fund*

<b>6/30/2022</b>	Fee Assistance Fund	Transfer to Other Fund	24110 000 8900 00 00000	4,097.92	
	P&R Special Revenue Fund	Transfer from Other Fund	24000 000 4900 00 00000		4,097.92

*To Dissolve the Helping our Parks Fund*

<b>6/30/2022</b>	Helping Our Parks Fund	Transfer to Other Fund	24120 000 8900 00 00000	6,000.31	
	P&R Special Revenue Fund	Transfer from Other Fund	24000 000 4900 00 00000		6,000.31

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 11, 2022
	<u>Agenda Section</u>	<b>13</b>

Approval of Amendment No. 6 of the Cold Storage Facility Lease Agreement with Trident Seafoods Corporation

**SUBMITTED BY:**

Mason Villarma, Finance 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
--	-----------------

**Account Name(s):**

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

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

**Reviews/Approvals/Recommendations**

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

**ATTACHMENTS:** 1. Amendment Number 6 2. Original Trident Lease with extensions

### RECOMMENDATION MOTION):

Move to approve Amendment No. 6 of the Cold Storage Facility Lease Agreement with Trident Seafoods Corporation.

### SUMMARY STATEMENT:

Trident Seafoods Corporation entered into a Lease Agreement with the City of Wrangell on April 12, 2009 for the "Cold Storage Site". This agreement had five one-year extensions. The facility lease agreement expired on April 12, 2019 and has been in "hold-over" status since that time.

The Cold Storage Site has been reassessed and this lease amendment brings the rental rate up to market from \$1,370 per month to \$2,990 in year one of the lease. Additionally, there is a two percent increase year-over-year to account for (normal inflation). The lease payments are also to be invoiced and paid monthly. In the past, the lease payments were invoiced and paid annually. This will ensure that the Borough also receives sales tax revenue on each invoice level transaction rather than one lease payment and one \$210 sales tax payment.

The Borough also worked with Trident to ensure proper maintenance is performed on the facility. Under the new lease amendment, maintenance costs are to be split 50/50 up to \$15,000. After reaching this threshold, Borough Manager approved maintenance will be entirely covered by the City of Wrangell. This maintenance agreement does one of two things: 1) it provides the Borough with a 50% discount on maintenance of our own facilities (up to \$15,000 each year) 2) it allows a private corporation to leverage its own vendor relationships and perform maintenance in a more economic manner than a local government could.

The amendment also frees up Trident to charge third party storage fees as they desire. In the past, storage fees were not tracked or inconsistently applied. This enables the Lessee to recoup fixed costs through user fees.

All said, the Borough is able to collect marginally more lease revenue and better maintain its Cold Storage Facility through this amendment.



**Sixth Lease Amendment**  
**COLD STORAGE FACILITY LEASE AGREEMENT**

This Sixth Lease Amendment (the “Amendment”) is made on \_\_\_\_\_, 2022 by and between the City and Borough of Wrangell, a municipality, whose mailing address is PO Box 531, Wrangell, AK 99929 (“Lessor”), and Trident Seafoods Corporation, whose mailing address is 5303 Shilshole Avenue NW, Seattle WA 98107 (“Lessee”), (Lessor and Lessee, each a “Party” and collectively, the “Parties”).

**WITNESSETH**

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement dated April 12, 2009 as extended by five one-year lease extensions (collectively hereinafter referred to as the “Lease”), for certain real property and improvements described in Exhibit A to the Lease;

**WHEREAS**, Lessee’s tenancy of the Leased Premises has been on a month-to-month basis since the expiration of the last term of the Lease on April 12, 2019 ; and

**WHEREAS**, the Lessor desires to continue to lease the Leased Property to Lessee, and Lessee desires to continue leasing the Leased Property, for a new term subject to the terms and conditions of the Lease as amended herein.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. Other than as specifically modified herein, the Parties reaffirm the Lease and it shall remain in full force and effect.
2. All capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Lease.
3. Section 1 of the Lease is deleted in its entirety and replaced with the following: .
  1. Term and Premises. The term of this Lease shall commence on January 1, 2023 and end at midnight on September 30, 2027 (hereinafter the “Term”).

The Premises leased are described on Exhibit A hereto and include the Cold Storage Facility and sufficient adjacent property for container storage. Lessee shall have reasonable rights of ingress and egress across Lessor’s property for access to the Premises.

4. Section 2 of the Lease is deleted in its entirety and replaced with the following:

2. Lessee shall pay Lessor base rent at a monthly rate of \$2,990 per month for the first year of the Term. Thereafter, the monthly rate will increase two percent each year as shown in the schedule below:

First Year Monthly Payment:	\$2,990.00
Second Year Monthly Payment:	\$3,049.80
Third Year Monthly Payment:	\$3,110.80
Fourth Year Monthly Payment:	\$3,173.01
Fifth Year Monthly Payment:	\$3,236.47

5. Section 5 of the Lease is deleted in its entirety and replaced with the following:

5. Storage for Third Parties. Lessee shall be the anchor tenant of the facility and shall provide space for third-party use. Lessee agrees to ensure that in both using the facility and providing storage space, loading and unloading services, and paperwork preparation for third-party users, it will comply with all state and federal guidelines and that it will remain ultimately responsible for the operation of the Premises.

The Lessee may charge third-party users storage rates and fees as determined by the Lessee.

6. Section 13 of the Lease is deleted in its entirety and replaced with the following:

13. Waste, Alterations, and Repair. Lessee may not commit, or suffer to be committed, any waste upon the Leased Property. Lessee accepts the Leased Property in its present condition and during the continuance of this Lease and, upon the last day of the term, or on sooner termination of this Lease, surrender unto Lessor the Leased Property in as good a condition as when received, ordinary wear and tear excepted. No alterations may be made by Lessee to any part of the Leased Property without the written consent of the Lessor being first had and obtained.

Notwithstanding anything herein to the contrary, the Lessor agrees that it will reimburse the Lessee for all approved maintenance costs up to 50% of \$15,000 incurred per year. Such costs must be submitted to the Lessor's Finance Director with invoices, payment support and an expense reconciliation summary on or before October 15th of each year. One total reimbursement request for maintenance costs will be honored each year of the Term (commencing the first year of the Term with a reimbursement request due by October 15, 2023). If the reimbursement request is not filed timely with the Lessor as provided herein, the Lessee is solely responsible for the Lessor's 50% share of maintenance costs.

For any Lessor approved maintenance costs incurred that exceed \$15,000 in a year ("Excess Costs"), then Lessor shall be fully responsible for 100% of such Excess Costs, in addition to 50% of the those maintenance costs under \$15,000 as described herein. Lessor will reimburse Lessee for maintenance cost approved by the Lessor (i.e., Borough Manager) upon receiving the supporting documentation for each approved maintenance expenditure.

For purposes of this section, the maintenance costs incurred in a year shall be calculated using those costs actually incurred from October 1 through September 30 during each year of the Term, with this calculation beginning on October 1, 2022 for the first year of the Term.

6. All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties hereto have executed this lease as of the date first written above.

**Trident Seafoods Corporation**

**City of Borough of Wrangell**

By:

By: \_\_\_\_\_

Name:

Name: Patricia Gilbert

Title:

Title: Borough Mayor

Date:

Date:

**COLD STORAGE FACILITY LEASE AGREEMENT**  
**Fifth Lease Extension**

This agreement is made and entered into this 1 day of ~~April~~ <sup>May</sup>, 2018, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

**RECITALS**

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term and Premises.** The term of this Lease shall commence the 12<sup>th</sup> day of April, 2018, and end at midnight, the 12<sup>th</sup> day of April, 2019. This is the ~~fourth~~ <sup>fifth</sup> of five allowable extensions to this lease.

2. **Lease Conditions**


All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives signing below.

Date: 5-1, 2018

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

Attest:

  
Kim Lane, MMC  
Borough Clerk

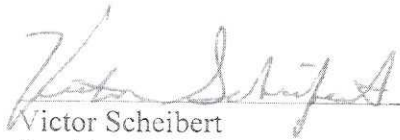
By

  
Lisa Von Barga  
Borough Manager

Date: 4/25, 2018

**Trident Seafoods Corporation**  
Lessee

By

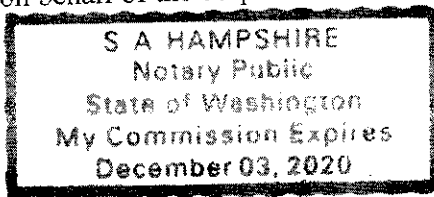
  
Victor Scheibert  
President, Alaska Operations

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2018, by **Lisa Von Barga**n and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Sherri D. Cowan  
Notary Public for Alaska  
Commission expires: 08-27-2021

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2018, by Victor Scheibert, Trident Seafoods Corporation as President, Alaska Operations, on behalf of the corporation.



S A Hampshire  
Notary Public for Washington  
Commission expires: 12-03-2020

**COLD STORAGE FACILITY LEASE AGREEMENT**  
**Fourth Lease Extension**

This agreement is made and entered into this 19<sup>th</sup> day of April, 2017, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

**RECITALS**

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term and Premises.** The term of this Lease shall commence the 12<sup>th</sup> day of April, 2017, and end at midnight, the 12<sup>th</sup> day of April, 2018. This is the fourth of five allowable extensions to this lease.

2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

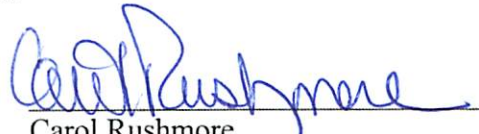
Date: 4-19, 2017

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

Attest:

  
 Kim Lane, MMC  
 Borough Clerk


By

  
 Carol Rushmore  
 Interim Borough Manager

Date: 4/18, 2017

**Trident Seafoods Corporation**  
Lessee

By

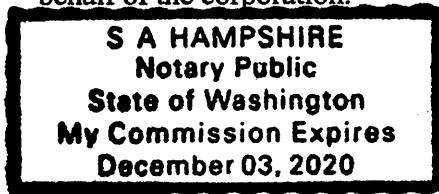
  
 Name  
general manager  
 Title

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2017, by **Carol Rushmore** and **Kim Lane**, Interim Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Lavonne Klinke  
Notary Public for Alaska  
Commission expires: 4-13-2019

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2017, by **John Webby**, General Manager Southeast Operations for Trident Seafoods Corporation, on behalf of the corporation.



S A HAMPSHIRE  
Notary Public for the State of Washington  
Commission expires: 12/03/2020

**COLD STORAGE FACILITY LEASE AGREEMENT**  
**Third Lease Extension**

This agreement is made and entered into this 2<sup>nd</sup> day of October, 2015, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

**RECITALS**

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term and Premises.** The term of this Lease shall commence the 12<sup>th</sup> day of April, 2016, and end at midnight, the 12<sup>th</sup> day of April, 2017. This is the third of five allowable extensions to this lease.

2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

Date: 10-2, 2015

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

Attest:

Lavonne Klink  
~~Kim Lane, MMC~~ Lavonne Klink  
~~Borough Clerk~~ Deputy Borough Clerk

By

Jeff Jabusch  
 Jeff Jabusch  
 Borough Manager

Date: 10-2, 2015

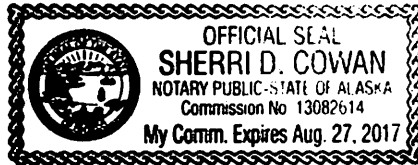
**Trident Seafoods Corporation**  
Lessee

By

Plant Manager  
 Name  
Plant Manager  
 Title



The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2015, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Sherri D. Cowan  
Notary Public for Alaska  
Commission expires: 08-27-17

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2015, by Greg Hathaway, Trident Seafoods, Inc., Plant Manager, on behalf of the corporation.

Sherri D. Cowan  
Notary Public for Alaska  
Commission expires: 08-27-17



**COLD STORAGE FACILITY LEASE AGREEMENT**  
**Second Lease Extension**

This agreement is made and entered into this 2<sup>nd</sup> day of October, 2015, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

**RECITALS**

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term and Premises.** The term of this Lease shall commence the 12<sup>th</sup> day of April, 2015, and end at midnight, the 12<sup>th</sup> day of April, 2016. This is the second of five allowable extensions to this lease.

2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

Date: 10-2, 2015

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

Attest:

Lavonne Klinka  
~~Kim Lane, MMC~~ Lavonne Klinka  
~~Borough Clerk~~ Deputy Borough Clerk

By

Jeff Jabusch  
 Jeff Jabusch  
 Borough Manager

Date: 10-2, 2015

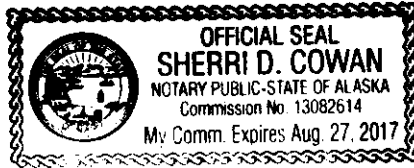
**Trident Seafoods Corporation**  
Lessee

By

Plant Manager  
 Name

Plant Manager  
 Title

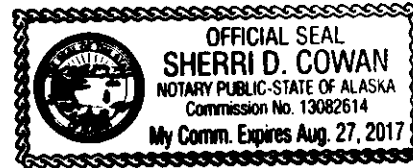
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2015, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Sherri D. Cowan  
Notary Public for Alaska  
Commission expires: 08-27-2017

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2015, by Greg Hathaway, Trident Seafoods, Inc., Plant Manager, on behalf of the corporation.

Sherri D. Cowan  
Notary Public for Alaska  
Commission expires: 08-27-17



First Amendment  
**COLD STORAGE FACILITY LEASE AGREEMENT**

This agreement is made and entered into this 12<sup>th</sup> day of April, 2014, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

**RECITALS**

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term and Premises.** The term of this Lease shall commence the 12<sup>th</sup> day of April, 2014, and end at midnight, the 11<sup>th</sup> day of April, 2015.
2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

Date: August 8, 2014

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

Attest:

Kim Lane  
 Kim Lane  
 Borough Clerk

By Jeff Jabusch  
 Jeff Jabusch  
 Borough Manager

Date: 7/31, 2014

**Trident Seafoods Corporation**  
 Lessee

By Kim Schufeldt  
 Name  
President  
 Title

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2014, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Lavonne Klinker  
Notary Public for Alaska  
Commission expires: 4-13-2015

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2014, by **Victor Scheibert**, President of Trident Seafoods Corporation, a Washington corporation, on behalf of the corporation.



S.A. Hampshire  
Notary Public  
Commission expires 12/3/16

## Exhibit B

**COLD STORAGE FACILITY LEASE AGREEMENT**

This agreement is made and entered into this 12th day of April, 2009, by and between the City and Borough of Wrangell, Alaska (hereinafter "Lessor" or "Wrangell") and Trident Seafoods Corporation (hereinafter "Lessee").

**RECITALS**

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term and Premises.** The term of this Lease shall commence the 13th day of April, 2009, and end at midnight, the 12th day of April, 2014. In addition, Lessee shall have five (5) one year options to extend or renew the term of the Lease, exercisable by Lessee so long as Lessee is not then in default. Lessee shall give Lessor written notice not less than 45 days prior to the expiration date of each option of Lessee's intent to exercise its option to renew.

The Premises leased are described on Exhibit A hereto and include the Cold Storage Facility and sufficient adjacent property for container storage. Lessee shall have reasonable rights of ingress and egress across Lessor's property for access to the Premises.

2. **Rent.** Lessee shall pay Lessor rent as follows:

For the first year of this agreement, Lessee will pay Lessor the following:

\$1370 per month which, broken down, consists of:

\$400 insurance  
\$420 equipment repair & replacement  
\$100 building repair & replacement  
\$450 parts, maintenance, etc.

30 days prior to the close of the first year and every year thereafter (from the effective date of this agreement), Lessor will give notice to Lessee of the monthly lease payment that will be in effective for the coming year.

3. **Taxes.** Lessee shall pay any real property taxes accruing against Lessee's interest in the Leased Property during the term of this Lease. Failure to remain pay any real property taxes due and owing may result in termination of this Lease Agreement at the Lessor's discretion.

**4. Use.** Lessee shall use the Leased Property for the purpose of conducting a cold storage business and shall use land adjacent to the Cold Storage Facility for other uses related to Lessee's processing business only. Lessee shall be the anchor tenant of the facility. No use shall be made or permitted to be made of the Leased Property, or acts done, which would cause the cancellation of any insurance policy carried by Lessor on the Leased Property, or that would violate any condition of the Financial Assistance Award issued by the US Department of Commerce, Economic Development Administration to the City of Wrangell, Award No. 07-01-05758, attached as Exhibit B. Lessee shall, at its sole cost, comply with any and all requirements pertaining to the use of the Leased Property of any insurance organization or company necessary for maintenance of all insurance carried by Lessor on the Leased Property.

Lessee understands and acknowledges that the Lessor's leasing or renting of the real property and improvements described herein is subject to the prior written approval of the U.S. Department of Commerce Economic Development Administration (hereinafter "EDA"). Prior to EDA granting said approval, it must satisfy *inter alia*, that this agreement is consistent with the authorized general and special purpose of the special financial assistance award (Award No. 07-01-05758) granted the Lessor by the EDA; that it will provide adequate employment and economic benefits for City and Borough of Wrangell; that it is consistent with EDA policies concerning, but not limited to, nondiscrimination and excessive profits; and that it provides adequate compensation to the Lessee. See Exhibit B.

Any use of the Leased Property that is not consistent with the general and special purposes of the Financial Assistance Award (Award No. 07-01-05758) (namely, to be used as a cold storage facility) between the Lessor and EDA is strictly prohibited.

Prior to occupancy, the Lessee must furnish to the Lessor for transmittal to the EDA, properly executed EDA forms evidencing assurance of compliance with EDA Civil Rights requirements at 13 CFR Part 317 and all other applicable requirements. The applicable form(s) is attached as Exhibit C.

**5. Storage For Third Parties.** Lessee shall be the anchor tenant of the facility and shall provide space for third-party use. Lessee agrees to ensure that in both using the facility and providing storage space, loading and unloading services, and paperwork preparation for third-party users, that it will ensure compliance with all state and federal guidelines and that it will remain ultimately responsible for the operation and maintenance of the Leased Property.

Lessee may charge third-party users a reasonable storage fee as originally proposed by Lessee, as follows:

In/out fees:	\$0.02 per pound
Storage fees:	\$0.01 per pound per month for seafood storage. Monthly fees will not be prorated. A full month's fee is to be charged for any portion of the month during which the product is stored.
Loading charge:	\$0.0075 per pound
Bills of Lading Preparation/paperwork charges:	\$0.0025 per pound

Any changes to the fees outlined above are subject to approval by Lessor, which shall be

deemed to have occurred unless Lessor objects thereto in writing within 30 days of written notice thereof to Lessor by Lessee. In addition, Lessor reserves the right to withdraw its approval of the proposed fee structure outlined above at its discretion.

**6. Permits.** Lessee shall comply with any and all local, state, and federal permit requirements for Lessee's operations and, at its sole cost and expense, keep such permits current and in good standing during the term of this Lease.

**7. Disclaimer of Warranty.** LESSEE IS FAMILIAR WITH THE LEASED PROPERTY AND ACCEPTS THE SAME AS IS, WHERE IS, WITH ALL FAULTS. LESSOR MAKES NO WARRANTIES REGARDING THE LEASED PROPERTY'S COMPLIANCE WITH LAW.

LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WHATSOEVER REGARDING THE LEASED PROPERTY OR ANY PART OR PARTS THEREOF FOR ANY INTENDED PURPOSE OR THE QUALITY OR CONDITION OF THE LEASED PROPERTY OR THE SAFE OR UNSAFE CHARACTERISTICS OF ITS CONSTRUCTION OR DESIGN, OR THE PRESENCE OF ABRASIVE OR HAZARDOUS MATERIALS WITH REGARD TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IT IS THE EXPRESS INTENTION OF THIS DISCLAIMER TO PROTECT LESSOR FROM ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF ANY CLAIM OF PRODUCT OR DESIGN FAILURE OF ANY TYPE MADE BY ANY PERSON OR PERSONS, AND, IN CONNECTION WITH REQUIREMENTS OF PARAGRAPH 10 (INDEMNIFICATION) OF THIS LEASE, TO OBLIGATE LESSEE TO DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL SUCH CLAIMS, INCLUDING, WITHOUT ANY LIMITATION UPON THE GENERALITY OF THE FOREGOING, CLAIMS BASED UPON THE NEGLIGENCE OF LESSOR, WHETHER ORIGINATING WITH OR ON BEHALF OF THIRD PARTIES, OR WITH OR ON BEHALF OF LESSEE.

LESSOR IS NOT A MANUFACTURER OF THE LEASED PROPERTY OR A DEALER IN THAT OR SIMILAR PROPERTY, AND IT HAS NOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FOR THE POTENTIAL FOR ANY ECONOMIC SUCCESS OF LESSEE'S OPERATIONS.

**8. Manufacturer's Warranties.** Lessor will use commercially reasonable efforts to pursue and enforce applicable manufacturer's warranties, if any.

**9. Indemnification.** Lessee shall save, protect, defend, indemnify and hold harmless Lessor and its elected officials, officers, agents and employees from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement and reasonable attorney's fees), charges, forfeitures, liens and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful



death, or which arise from or in connection with the presence or suspected presence of Hazardous Materials in the soil, ground water, or other media associated with the Leased Property, or from any alleged or actual violation of any environmental law, arising or resulting directly or indirectly from or in any way connected with or otherwise related to Lessee's or its employees, affiliates, parents, agents, contractors, subcontractors, invitees, or assigns, or their or other third-party's operations, maintenance, use, or occupancy of the Leased Property during the term of this Lease or arising out of or based upon any breach of any representation, warranty, covenant, or agreement of Lessee set forth in this Lease. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work. Lessee's indemnification, defense and hold harmless obligations shall survive termination of this Lease.

#### **10. Insurance.**

a. At all times during the term of this Lease, Lessee shall keep in force, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereafter provided, in a form reasonably satisfactory to Lessor:

(1) Commercial General Liability policy including a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate, and commercial umbrella insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence, which shall include, but not be limited to, premises, operations, independent contractors, product/completed operations, and contractual (including coverage with respect to the indemnity requirements of this Lease).

(2) Worker's Compensation as required by Alaska law, including Part B Employer Liability Protection of not less than One Million Dollars (\$1,000,000.00) per accident, One Million Dollars (\$1,000,000.00) per occurrence, and Jones Act/Longshore and Harbor Workers Compensation Act coverage of at least One Million Dollars (\$1,000,000.00) per employee and One Million Dollars (\$1,000,000.00) per accident.

b. Prior to taking occupancy or possession of the Leased Property, Lessee shall furnish Lessor with a certificate of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements of this Lease. All certificates shall provide for thirty (30) days prior written notice to Lessor of cancellation, nonrenewal or (if available) material change of any such insurance. Any acceptance of deficient evidence of insurance by Lessor shall not be considered as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide Lessor certified copies of all insurance policies within ten (10) days of Lessor's written request.

c. Lessor shall be an additionally insured under those insurances set forth in Paragraph a(1) above. The insurance policies required by Paragraph a(2) above shall contain a clause or endorsement pursuant to which the insurance companies waive subrogation or consent to a waiver of right to recovery against the Lessor, its elected officials, officers, agents and employees.

d. If Lessee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

e. All insurance required of Lessee by this Lease shall be primary to any owned by Lessor.

f. All insurance required of Lessee by this Lease shall be issued by an insurer reasonably acceptable to Lessor with a financial rating of not less than a Best's rating of A- and any deductible or self-insured retentions shall be in an amount acceptable to Lessor.

g. By requiring insurance under this Lease, Lessor does not represent the coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted Lessor in this Lease.

h. Failure to maintain the required insurance may result in termination of this Lease at Lessor's option.

i. In the event of loss, whether total or partial, Lessor shall not be obligated to replace or to repair the Equipment and Lessor shall have the option to terminate this Lease in which event Lessee shall be relieved of its obligations under this Lease, except those that have accrued and remain owing to Lessor.

11. **Hazardous Materials.** For purposes of this Lease, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "hazardous substances" under AS 46.03.822; and in the regulations adopted and publications promulgated pursuant to said laws.

12. **Utilities and Other Related Costs.** Lessee shall arrange for and maintain gas, electricity, water and trash collection services at its own expense. Lessee agrees to remain current as to any applicable utility charges. In addition to any of the remedies outlined below available to Lessor for breach of any portion of this agreement, should Lessee fail to keep its account with the Wrangell Electric Company current and paid in full, Lessor shall have the option of declaring Lessee in breach of this agreement and taking full and immediate tenancy of the Leased Property, and immediate control of any third-party accounts including the right to receive, collect, and keep any third-party usage fees to the extent of any past due amounts owed to either Lessor or the Wrangell Electric Company by Lessee.

13. **Waste, Alterations and Repair.** Lessee may not commit, or suffer to be committed, any waste upon the Leased Property. Lessee accepts the Leased Property in its present condition and shall, at Lessee's own expense, keep and maintain the Leased Property in a good state of repair during the continuance of this Lease and, upon the last day of the term, or on sooner termination of this Lease, surrender unto Lessor the Leased Property in as good a

condition as when received, ordinary wear and tear excepted; no alterations may be made by Lessee to any part of the Leased Property without the written consent of Lessor being first had and obtained.

**14. Time of the Essence.** Time is of the essence of this agreement, and if default is made in the payment of the rent at the time above stated, or in the performance of the covenants, conditions and promises herein mentioned, and by Lessee to be paid, kept and performed beyond any applicable cure period, Lessor shall be entitled to re-enter in and upon the Leased Property, and each and every part thereof, and repossess and enjoy the same, and the whole thereof, as in their first and former state, and remove all persons and property therefrom, and at its option terminate this Lease.

**15. Casualty Loss.** If the Leased Property be partially but materially damaged by fire or water or any other cause, Lessor may elect to either repair said Leased Property or terminate this Lease. Any repairs will proceed as speedily as possible, due allowance being made for the time taken for the settlement of insurance claims and otherwise. In the event of total or constructive total destruction of the Leased Property by fire or otherwise, this Lease will cease and come to an end as of the date of destruction. No damages, compensation or claims shall be payable by Lessor for inconvenience, loss of business, loss of profits or annoyance arising from the destruction of or any repair or restoration of any portion of the Leased Property. In no event shall Lessor be required to repair or replace any property of Lessee.

**16. Liens.** Lessee may not, at any time during the term of this Lease, suffer the Leased Property to become subject to any lien, charge or encumbrance whatsoever and shall indemnify, and keep indemnified, Lessor against all such liens, charges or encumbrances.

**17. Inspection.** Lessor shall be entitled at all reasonable times to enter upon the Leased Property to view and inspect the condition of the same and, within the last 6 months of the lease term, to show the same to prospective lessees.

**18. Compliance with Law.** Lessee may not willfully violate the requirements of any municipal, state or federal authority now in force, or which may hereafter be in force, pertaining to the use of the Leased Property and shall observe in said use all municipal, state and federal statutes and regulations now in force, or which may hereafter be in force. Without any limitation on the generality of the foregoing, upon commencement of this Lease, Lessee shall be responsible for all compliances required of the Leased Property under the Americans With Disabilities Act of 1990 (P.L. 101.336), and comply with all federal, state, and local statutes or ordinances, rules and regulations, permits and orders concerning transportation and disposal of Hazardous Materials and environmental protection. To the extent such a plan is required by law, Lessee shall submit to Lessor a spill prevention or response plan that complies with all applicable state and federal statutes and regulations.

Lessee agrees that its use of the Leased Property shall comply with and be consistent with EDA policies including, but not limited to, nondiscrimination, environmental requirements, and adequate consideration.

**19. Equal Opportunity.** Lessee, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Alaska Commission on Human Rights.

**20. Assignment and Transfer Prohibited.** Lessee may not sell, lease, mortgage, or otherwise alienate any right to, or interest in the Leased Property, nor sell or transfer its rights or obligations under this Agreement to any person or persons without the written consent of Lessor. Lessor may not be held to consent to any request for assignment or transfer by operation of law or otherwise.

**21. Notice.** Any notice, request or other communication required or permitted to be given or made under this Lease shall be deemed properly given or made when mailed, by registered or certified mail, in the ordinary course, postage prepaid, to the following addresses:

Lessor: Post Office Box 531  
Wrangell, Alaska 99929

Lessee: 5303 Shilshole Ave NW  
Seattle, WA 98107-4000  
Attention: Robert Nelson, General Counsel

or to such other addresses as may, from time to time, be designated by the respective parties in writing.

**22. Events of Default by Lessee.** Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in Paragraph 23:

- a. The failure by Lessee to make any payment of rent or other payment required to

be made by Lessee hereunder as and when due, when such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under the laws of the State of Alaska pertaining to actions for unlawful detainer or forcible entry;

b. The failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after written notice has been given to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under the laws of the State of Alaska pertaining to actions for unlawful detainer or forcible entry. If the default cannot reasonably be cured within ten (10) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default;

c. If Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Lessee is the bankrupt;

d. If a writ of attachment or execution is levied on this Lease, if not released within five (5) days;

e. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Property; or,

f. Failure to perform, or observe, any other obligation or covenant of Lessee under the terms of any other agreement between Wrangell and Lessee, whether or not such agreement is entered into before or after this Agreement, if such default continues for a period of ten (10) days (or such longer cure period as may be provided in such agreement) after written notice of such failure has been given by Wrangell to Lessee.

**23. Lessor's Remedies.** Upon the occurrence of any event of default under Paragraph 22, then Lessor, at its option, may terminate this Lease forthwith by written notice to Lessee and take such action or pursue such remedies as may be permitted by law or equity, provided, however, that if such default is solely on the basis of Paragraph 22(f), then Lessor's remedy under this Lease is limited to terminating this Lease without liability to Lessor.

**24. Termination and Quitclaim.** At the end of the Term hereof, whenever and however occurring, Lessee shall quit and surrender up to Lessor peaceable possession of the Leased Property, together with all appurtenances, in as good order, repair and condition as they were in when Lessee took possession, reasonable wear and tear and damage by the elements (unless occasioned by fault of Lessee) excepted. Upon such termination, all of Lessee's interest in and to the Leased Property shall revert to Lessor, and Lessee shall, upon demand, execute and deliver a quitclaim deed in favor of Lessor quitclaiming and releasing all its right, title and interest in and to the Leased Property.

**25. Holding Over.** Any holding over after the expiration of the Term hereof shall be

construed to be a tenancy from month-to-month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the same terms herein specified so far as possible.

**26. Independent Operation.** Nothing in this Lease contained shall cause Lessor in any way to be construed as a partner or joint venturer or associated in any way with Lessee in the operation of the Leased Property, or subject Lessor to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Property or any part thereof.

**27. Force Majeure.** The period of time during which either party is prevented or delayed in the performance or making of any improvements or repairs or fulfilling any obligation required under this Lease (except for payment of rental or other charges or expenses due Lessor) due to unavoidable delays caused by fire, catastrophe, strikes, lock-outs, picketing or strike threats, civil commotion, acts of God or the public enemy, government prohibitions or regulations, or inability to obtain materials by reason thereof, or any similar or like cause beyond such party's reasonable control shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof.

**28. No Waiver.** Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of said breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the parties.

**29. Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent provided by law.

**30. Entire Agreement.** This Lease and the exhibits, riders and/or addenda, if any, attached hereto, set forth the entire agreement between the parties. No oral modification of, or amendment to, this Lease shall be effective, but this Lease may be modified or amended by written agreement signed by Lessor and Lessee.

**31. Representation.** Lessee understands and agrees that the City and Borough of Wrangell has been represented by counsel with regard to this transaction and that Lessee has been advised to consult with counsel of its choosing with regard to the same.

**32. Construction - Jurisdiction - Venue.** This agreement is to be governed by and construed in accordance with the laws of the State of Alaska. Jurisdiction and venue for any action relating to this agreement shall be in the Superior Court for the State of Alaska, First Judicial District at Wrangell. Should any provision of this agreement need judicial interpretation, it is agreed that the court interpreting and construing the same shall not apply a presumption that this agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or his agent prepared the same.

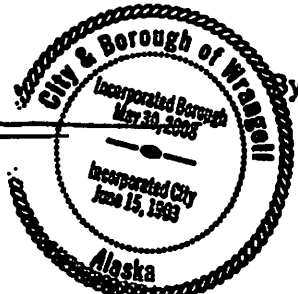
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives signing below.

Date: 4/10, 2009

City and Borough of Wrangell, Alaska  
Lessor

Attest:

Christie L. Jamieson  
Christie L. Jamieson  
City Clerk



Jeff Jabusch, Acting City Mgr.  
for:  
Robert Prunella  
City Manager

The foregoing instrument was acknowledged before me this 10th day of April, 2009 by Jeff Jabusch, acting City Manager signing for and at the request of Robert Prunella, and Christie L. Jamieson, City Manager and City Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Carol Bean  
Notary Public for Alaska  
Commission expires: 3/23/2010

Date: \_\_\_\_\_, 2009

Lessee: Trident Seafoods Corporation

By \_\_\_\_\_  
Name: Paul C. Padgett, President

STATE OF WASHINGTON )  
 ) ss.  
KING COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public in and for the State of Washington, personally appeared Paul C. Padgett, to me known to be the President of Trident Seafoods Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that s/he

was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington

Print Name: \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

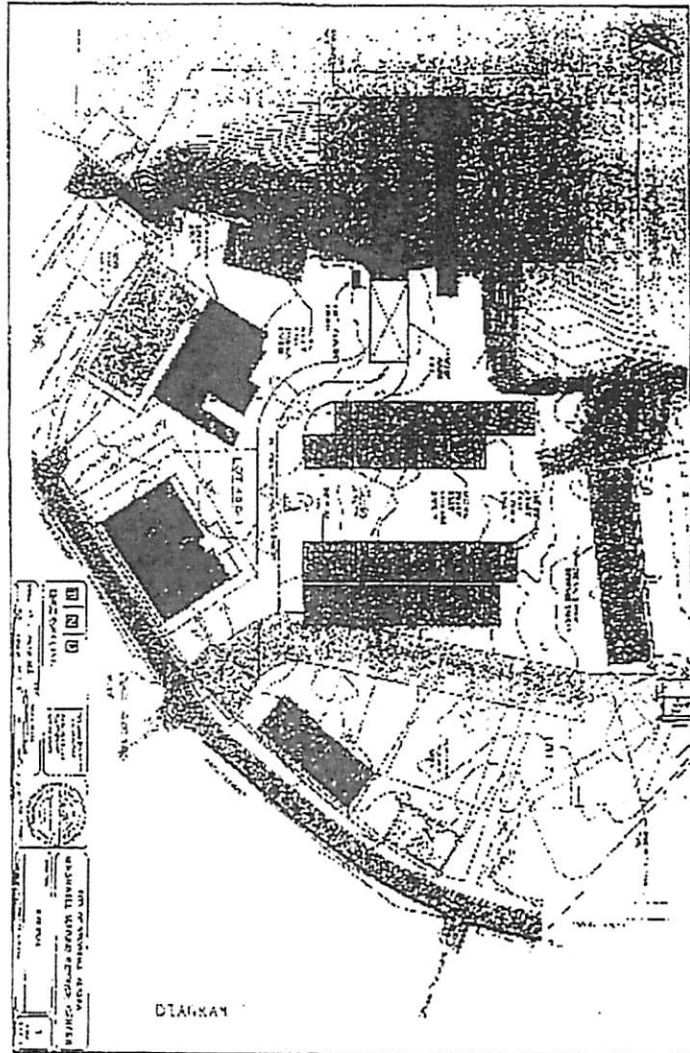


**EXHIBIT A**

**A Portion of Lot 4B-1, W.S.I. Subdivision, according to the official plat thereof filed under Plat No. 2003-3 on January 23, 2003, records of the Wrangell Recording District, Third Judicial District, State of Alaska, which has subsequently been replatted and is now legally described as:**

**A portion of Lot 4BB-1, W.S.I. Subdivision II, according to the official plat thereof filed under Plat No. 2003-9 on December 4, 2003, records of the Wrangell Recording District, Third Judicial District, State of Alaska, and depicted on the diagram attached hereto and incorporated herein as Diagram 1 as the "Cold Storage Site".**

DIAGRAM 1



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 11, 2022
	<u>Agenda Section</u>	<b>13</b>

Approval of a contract award to Sitka Electric Company, Inc. in the amount of \$574,000 for the High School and Middle School Fire Alarm Replacement Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$574,000

Amount Budgeted:

FY23 \$578,001, Plus an Additional  
\$35,483 from CDBG received 10-5-22

Account Number:

25300 101 9999 00 25001

Account Name:

High school and Middle School Fire Alarm System  
Replacement

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Bid Summary for High School and Middle School Fire Alarm Replacement Project

### RECOMMENDATION MOTION:

Move to approve a contract award to Sitka Electric Company, Inc. in the amount of \$574,000 for the High School and Middle School Fire Alarm Replacement Project.

**SUMMARY STATEMENT:**

The Wrangell High School and Middle School Fire Alarm System Replacement has been listed on the School District's renewal and replacement schedule for several years. The existing fire alarm system does not meet current codes. The fire alarm panel does not have a connection to a digital communicator; therefore, it is not monitored by a remote third party as required by code and is needed for a quick response to the building in the event of fire. This project serves to increase the safety of the occupants of the existing space, and to further protect the property itself.

The CBW issued an Invitation to Bid for the construction of the High School and Middle School Fire Alarm Replacement project. On October 4, 2022 the City & Borough of Wrangell received four bids in response to the Invitation to Bid. The apparent lowest, responsive, and responsible bid was received from Sitka Electric Company in the amount of \$574,000. The bid tab summary reflecting all four bids received is attached. The project is slated to occur during the School's Summer Break in 2023.

The engineer's estimate for the construction work was \$531,000. Considering Sitka Electric's bid is within 10% of the engineer's estimate, staff recommend awarding the construction contract to Sitka Electric Company in the amount of \$574,000.

Funding is scheduled to come from the CDBG grant and the local Borough match for the project. This includes an additional CDBG grant amendment award of \$35,483 approved on October 5<sup>th</sup>, which makes whole our funding for the construction work.

City and Borough of Wrangell, Alaska  
High School and Middle School Fire Alarm Replacement  
Bid Opening Checklist and Tabulation Summary  
Bid Opening Date: October 4, 2022 @ 2:00 p.m. - City Hall

Bidder Name	Bid Form, Section 00300	Bid Schedule, Section 00310	Bid Security, Section 00320	Bid Form Supplement, Unit Prices, Section 00432	Current Sam.gov Status and Unique Entity ID	Alaska Business License Number	Alaska Contractor License Number	Addenda				Base Bid Amount	Base Bid Modification Amount	Add Alt A Amount	Add Alt A Modification Amount	Add Alt B Amount	Add Alt B Modification Amount	Add Alt C Amount	Add Alt C Modification Amount
								#1	#2	#3	#4								
Tesla Electric LLC	X	X	X			X	X	X	X	X	X	\$ 877,000.00		\$ 1,000.00		\$ 2,500.00		\$ 2,500.00	
Sitka Electric Co.	X	X	X	X	X	X	X	X	X	X	X	\$ 655,000.00	\$ (81,000.00)	\$ 1,536.00		\$ 285.00	\$ 310.00	\$ 340.00	\$ 356.00
Northern Support Services, Inc.	X	X	X	X	X	X	X	X	X	X	X	\$ 728,000.00		\$ 650.00		\$ 650.00		\$ 650.00	
Premier Electric LLC	X	X	X	X	X	X	X	X	X	X		\$ 1,105,000.00		\$ 3,500.00		\$ 2,500.00		\$ 2,500.00	

Verified By:  Witnessed By: Amber D. Stoddard