#### CITY OF CRAIG COUNCIL AGENDA JANUARY 6, 2021 COUNCIL CHAMBERS 6:30 PM

#### **ROLL CALL**

Mayor Tim O'Connor, Hannah Bazinet, Jim See, Julie McDonald, Michael Kampnich, Chanel McKinley, Millie Schoonover

#### **CONSENT AGENDA**

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed and placed on the regular meeting agenda.

- City Council Meeting Minutes of December 2, 2021
- City Council Meeting Minutes of December 8, 2021
- Hill Bar and Liquor Store License Transfer Application

#### HEARING FROM THE PUBLIC

- Open for public comment
- Resolution 22-01, Establishing Capital Projects List for Calendar Year 2022

#### REPORTS FROM CITY OFFICIALS

MayorCity PlannerPublic WorksAdministratorFire/EMS CoordinatorRecreation

Treasurer Harbormaster Parks and Public Facilities

Aquatic Manager Library
City Clerk Police Chief

#### READING OF CORRESPONDENCE

- 2022 Federal Subsistence Regional Advisory Council 2022 Membership Application and Nomination Packet
- Seattle Times Bering Sea Trawl Fleet Restrictions Article
- Alaska Mental Health Trust Land Exchange Reciprocal Easement Comment Letter
- November 30, 2021, Alaska Permanent Capital Management Statement
- Niblack Project Wastewater Treatment Facility Permit Letter

#### CONSIDERATION OF RESOLUTIONS AND ORDINANCES

• Resolution 22-01, Establishing Capital Projects List for Calendar Year 2022

#### UNFINISHED BUSINESS

• ARPA Funds Discussion

#### **NEW BUSINESS**

- Consider Craig Planning Commission Appointments
- NC Machinery Excavator Lease Approval
- City General Checking Account Transfer/Appropriation of Excess Funds

#### **COUNCIL COMMENTS**

#### **ADJOURNMENT**

To provide public comment to the council remotely, submit written comments or contact the Craig City Clerk at <a href="mailto:cityclerk@craigak.com">cityclerk@craigak.com</a> or by calling 826-3275, before 5:00 p.m. by the day of the council meeting. City council meetings may be viewed at:

 $\underline{https://www.youtube.com/channel/UCTou8Pn03MIEjLLb9Em0Xrg}.$ 

#### ROLL CALL

Mayor Tim O'Connor called the meeting to order at 6:30 p.m. Present were Julie McDonald, Jim See, Millie Schoonover, and Michael Kampnich. Chanel McKinley arrived at 6:36 p.m. Hannah Bazinet was absent and excused.

<u>Staff present:</u> Brian Templin, City Administrator; Sheri Purser, Treasurer; Jessica Holloway, Aquatic Manager; Tracey Jensen, City Clerk; Hans Hjort, Harbormaster; Russell Dill, Public Works Director; and Victoria Merritt, Recreation Director. RJ Ely, Chief of Police and Doug Ward, Parks and Public Facilities Director attended telephonically.

**Audience present:** Rudy Bean attended the meeting.

#### **CONSENT AGENDA**

- 1. City Council Meeting Minutes of November 4, 2021
- 2. Ordinance No. 743, Moratorium on All Purpose Vehicle Use

#### HEARING FROM THE PUBLIC

Rudy Bean said that he moved to Craig and he would like to see the City Aquatic Center open Saturday and Sunday along with extra hours added to the Library by keeping it open until 6:00 p.m. Mayor O'Connor said that the city just hired a Library Director. Jessica Holloway explained current staff shortages.

#### REPORTS FROM CITY OFFICIALS

**Mayor-** Tim O'Connor attended the annual AML conference for several days but said there was not a full agenda and that he had returned early.

**Administrator-** Provided a written report. Brian Templin said that Steve Silver told him that the roadless rule litigation supported the past administration's exemptions and with the change of administration there is now a lawsuit attempting to maintain the exemptions. Brian relayed that Trooper Sergeant Jensen expressed an interested in serving in the ATV/UTV working group and updated that Patricia Gardner has been hired as the Library Director and is scheduled to begin full-time on December 16, 2021.

Councilwoman Schoonover expressed concern over metals at the burn pit and that this could risk the pit being shut down. Brian explained that there have been some notification problems in the past but now Craig Police Department, Public Works and Public Parks and Facilities are now coordinating together for any potential violations immediately, and that Chief Ely is composing a new ordinance clarifying open burning within city limits.

Councilwoman McKinley said the City of Klawock is looking into barging off their landfill waste and that she would like to attend their council meetings for interests in recycling. Brian said that he spoke with Anna Guthrie the Klawock City Administrator and that she said that Klawock is looking into buying a baler due to regulation changes for open containers, and that he would find out and email the Klawock council meeting schedule to our councilmembers.

**Aquatic Manager-** Jessica said that she is back from Ketchikan training, and she detailed Red Cross training and thinks that the pool should not have to close over Christmas and the New Year. Mayor O'Connor and Jessica discussed possible construction, on the aquatic center and fitness room.

**Treasurer-** Provided a written report. Sheri said that the Senior Exempt Tax cards will be available on December 13, 2021.

The council and staff discussed the shortage of workers, the number of employee vacancies and this year's upcoming budget.

Clerk- Provided a written report. The council directed staff to set a special council meeting to be held on December 8, 2021, at 4:30 p.m. and to post public notice.

**Planner-** Position vacant. Brian Templin said there was no pressing planning issues.

**Fire/EMS Coordinator-** Minnie Ellison was absent from the meeting but did provide a written report.

**Harbormaster-** Provided a written report. Hans added that the Brownell boat hauler will be out of service next week for paint and repairs and that the icehouse will be shut down until March due to low winter demand.

Library- Position vacant until December 16, 2021.

**Police Chief-** Provided a written report. RJ Ely said that he will be working on upgrades to APSIN, DMV software and the video/audio equipment.

**Public Works-** Doug Ward said that he is back from his personal time off.

**Recreation-** Provided a written report. Victoria Merritt said that the tree lighting is scheduled at the Hill Bar on December 4, 2021, and she updated that the Christmas Bazaar will be on December 11, 2021, with the city Christmas party scheduled directly after the bazaar. Victoria provided the Island Post article spotlighting Katrina Peavey, the volunteers and Victoria on their clean-up day success to council members.

Parks and Public Facilities- Provided a written report.

#### READING OF CORRESPONDENCE

- 1. Alaska Daily News Opinion to Reduce Bycatch by Alaska's Trawl Fleet
- 2. October 31, 2021, Alaska Permanent Capital Management Statement
  The council directed staff to only include the first page of the Alaska Permanent Capital
  Management Statement in subsequent council packets.
- 3. Biden Officials to Propose Restoring Roadless Rule on Alaska's Tongass National Forest
- 4. November 18, 2021, Press Release-Governor Dunleavy Forms Task Force to Review Bycatch

#### CONSIDERATION OF RESOLUTIONS AND ORDINANCES

Resolution 21-23, Setting Fees for Non-Commercial Driver's License Road Testing The council discussed the staff's wages and time for road testing, inspections, and checking insurance requirements average costs.

SCHOONOVER/MCDONALD

Moved to adopt the Amended Resolution 21-23, Setting Fees for Non-Commercial Driver's License Road Testing from \$25.00 to \$40.00.

MOTION CARRIED UNANIMOUSLY BY

ROLL CALL VOTE

#### **UNFINISHED BUSINESS**

1. Consideration of Draft Public Health Lease SEE/MCDONALD

Moved to direct staff to extend and execute the lease with Public Health for space at the Craig Health Care Clinic. MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE

#### **NEW BUSINESS**

None.

#### **COUNCIL COMMENTS**

Councilmember See recognized and acknowledged Jan Trojan's work with veterans and said that she had received an award from the State of Alaska.

The council directed staff to draft a letter for them to sign appreciating Jan's efforts and hard work for veterans.

#### **ADJOURNMENT**

SEE/KAMPNICH

Moved to adjourn at 7:37 p.m. MOTION CARRIED

Craig City Council Meeting Minutes of December Page 4	er 2, 2021
APPROVED on the day of	,
	ATTEST:
MAYOR TIMOTHY O'CONNOR	TRACEY JENSEN, CITY CLERK

### CITY OF CRAIG SPECIAL COUNCIL MEETING THURSDAY DECEMBER 8, 2021

#### ROLL CALL

Mayor Tim O'Connor called the meeting to order at 4:35 p.m. Present were Julie McDonald, Hannah Bazinet, Jim See, Michael Kampnich and Chanel McKinley. Millie Schoonover was absent and excused.

**Staff present:** Brian Templin, City Administrator and Sheri Purser, Treasurer.

**Audience present:** Cheryl Fecko attended the meeting.

#### **CONSENT AGENDA**

1. City Council Meeting Minutes of December 18, 2021

SEE/KAMPNICH Moved to Approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY

#### HEARING FROM THE PUBLIC

Cheryl Fecko said that she supports both the Ordinance 743, Establishing a Moratorium on All Purpose Vehicle Use on Craig City Streets and the December 8, 2021, Senator Murkowski draft letter.

#### READING OF CORRESPONDENCE

None.

#### CONSIDERATION OF RESOLUTIONS AND ORDINANCES

Ordinance No. 743, Moratorium on All Purpose Vehicle Use

Brian Templin explained that the intent of the moratorium ordinance on all purpose vehicles on Craig City streets is to opt out of the state regulations until March 31, 2022, to give the ATV/UTV working group time to come to decisions on the matter, and that this ordinance would allow for the council to extend the moratorium by resolution if necessary.

SEE/KAMPNICH

Moved to approve Ordinance No. 743, Amending Section 10.04 of the Craig Municipal Code, Adding Section 10.04.55 Establishing a Moratorium on Allowing All Purpose Vehicle Use on Streets Within the City of Craig. MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE

#### **UNFINISHED BUSINESS**

1. December 8, 2021, Murkowski Landless Selection Draft Letter

Brian Templin relayed that Steve Silver sent these new maps dated November 18, 2021, for the landless groups related to the legislation that had been recently submitted and that this proposed draft letter reiterates the council's objection of land selections on Prince of Wales Island.

Craig City Council Meeting Minutes of December 8, 2021 Page 2

Brian said that he intends to ask the island community mayors, individuals, and tribal presidents to also comment on the proposed landless selections at the upcoming scheduled Prince of Wales Community Advisory Council (POWCAC) meeting on January 25, 2022, and that he will also send emails out inviting comments as well. Councilman See directed staff to add a sentence to the letter that he had requested Senator Murkowski address the deficiencies six years ago and that has not happened. Brian said that he will add the legislation's bill number to the letter when he receives it. Councilman Kampnich would like to reference the data of declining deer population and habitat issues that will be exacerbated by the proposed land selections added to the letter to explain the city's opposition.

#### **NEW BUSINESS**

None.

#### **COUNCIL COMMENTS**

Councilmember Kampnich said that he would like to have further discussion regarding the hatchery release of 600,000 King Salmon that could bring back 24,000 fish and also to specifically discuss Trocadero Bay. The council directed staff to send an invitation to Southern Southeast Regional Aquaculture Association (SSRAA) for discussions.

#### **ADJOURNMENT**

MCDONALD/KAMPNICH	Moved to adjourn at 4:58 p.m. MOTION CARRIED
APPROVED on the day of	,
	ATTEST:
MAYOR TIMOTHY O'CONNOR	TRACEY JENSEN, CITY CLERK



## Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

December 22, 2021

City of Craig

VIA Email: cityclerk@craigak.com; adminclerk@craigak.com

License Type:	Package Store	License Number:	1322
Licensee:	Craig Bar & Liquor Store Inc.		
Doing Business As:	Hill Bar Liquor Store		
Premises Address:	503 Front Street (Lower)		
	2_APA		

□ New Application
 □ Transfer of Ownership Application
 □ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

## Form AB-01: Transfer License Application

### What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04** of **Alaska Statutes** and **Chapter 304** of the **Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

## Section 1 - Transferor Information

Enter information for the cu	irrent licensee and licensed establ	ishment.				
Licensee:	Craig Bar aliquer		License #:	132	2	T
License Type:	Package Stor		Statutory Re			4.11.150
Doing Business As:					<del></del>	1.11.130
Premises Address:	Hill Bar Liquo 503 Front	St. LOWE	ER.		<del>-</del>	
City:	Craig	State:	AK		ZIP:	99921
Local Governing Body:		Craig			······································	111/4/
Transfer Type:  Regular transfer  Transfer with securi	ity interest	' d				
	OFF	ICE USE ONLY		)00	318	662
Complete Date:	12/22/2021	Transac	tion N:	1003	17904	
Board Meeting Date:	1-18-2022	License	Years:	1	21-2	22
Issue Date:		BRE:			KK	<del>is</del>

DEC - 2 20

DEC - 2 2021 AMCO Received 12/16/2021

AMCOPage 1 of 7

[Form AB-01] (rev 10/10/2016)



Alcohol and Marijuana Control Office 550 W 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u>

https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

	Section 2 - Trans	feree Inf	formation		
Enter information for the <i>new</i>	vapplicant and/or location seeking to	be licensed.		****	
Licensee:	Craig Bar + Lig	vor Sta	ore Inc.		
Doing Business As:	Hill Bar Lique	or Stor	و		
Premises Address:	503 Front St	- LOWER	3		
City:	Hill Bar Ligue 503 Front St Cray	State:	AK	ZIP:	99921
Community Council:					
Mailing Address:	PO BOX 730				
City:	PO Box 730 Craig AK	State:	AK	ZIP:	99921
	`				
Designated Licensee:	Tina Steffen a 907-965-8902 hill bar office @	and L	eslie W. Is	aacs	
Contact Phone:	907-965-8902	Business	Phone: 907	-401	-2018
Contact Email:	hill bar office @	apta	ilaska.net		
Yes Seasonal License?	No  If "Yes", write your			Market De Control of the Control of	A
	Section 3 - Pren	nises Infe	ormation		
Premises to be licensed is:  an existing facility	a new building	a propose	ed building		
	t be completed by <u>beverage dispens</u>				
What is the distance of the outer boundaries of the countries of the count	he shortest pedestrian route from th the nearest school grounds? Include	e public entra the unit of me	nce of the building of yo easurement in your answ	er.	ea premises to
.75 mile					
What is the distance of t	he shortest pedestrian route from the nearest church building? Include the	e public entra he unit of mea	nce of the building of your answe	ur propose r.	ed premises to
1 3 5 00.	0				

[Form AB-01] (rev 10/10/2016)

AMCO

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Alcohol and Marijuana Control Office 550 W 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov

https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

## **Alaska Alcoholic Beverage Control Board**

## Form AB-01: Transfer License Application

110031	Se	ection 4 – Sole Proprieto	r Owners	snip information		
Name:  Address:  City:  State:  ZIP:  This individual is an:  applicant  affiliate  Name:  Address:  City:  State:  ZIP:  Section 5 - Entity Ownership Information  This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6. If more space is needed, please attach a separate sheet with the required information.  If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more the stock in the corporation, and for each president, vice-president, secretary, and managing officer.  If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.  If the applicant is a partnership, including a limited partnership, the following information must be completed for each pawith an interest of 10% or more, and for each general partnership.  Entity Official:  Tina M. Steffen  Title(s):  President  Phone:  907-965-8902 % Owned: 5	If more space is needed, pleas	se attach a separate sheet with the re	equired inform	nation.	o Section 5	<b>5.</b>
Address:  City: State: ZIP:  This individual is an: applicant affiliate  Name:  Address:  City: State: ZIP:  Section 5 - Entity Ownership Information  This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.  If more space is needed, please attach a separate sheet with the required information.  If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more the stock in the corporation, and for each president, vice-president, secretary, and managing officer.  If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.  If the applicant is a partnership, including a limited partnership, the following information must be completed for each partnership interest of 10% or more, and for each general partner.  Entity Official: Tina M. Steffen  Title(s): President Phone: 907-965-8902 % Owned: 5	This individual is an:	pplicant affiliate				
City:  State:  ZIP:  Name:  Address:  City:  State:  ZIP:  State:  ZIP:  Section 5 - Entity Ownership Information  This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.  If more space is needed, please attach a separate sheet with the required information.  If the applicant is a <u>corporation</u> , the following information must be completed for each stockholder who owns 10% or more the stock in the corporation, and for each president, vice-president, secretary, and managing officer.  If the applicant is a <u>limited liability organization</u> , the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.  If the applicant is a <u>partnership</u> , including a <u>limited partnership</u> , the following information must be completed for each parwith an interest of 10% or more, and for each general partners.  Entity Official:  Tina M. Steffen  Title(s):  Phone: 907-965-8702 % Owned: 5	Name:					
This individual is an: applicant affiliate  Name:  Address:  City: State: ZIP:  This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.  If more space is needed, please attach a separate sheet with the required information.  If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more the stock in the corporation, and for each president, vice-president, secretary, and managing officer.  If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.  If the applicant is a partnership, including a limited partnership, the following information must be completed for each pawith an interest of 10% or more, and for each general partner.  Entity Official: Tina M. Stellen  Title(s): President Phone: 907-965-8902 % Owned: 5	Address:					
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Entity Official: Tina M. Stellen  Title(s): President Phone: 907-965-8902 % Owned: 5	partnership, that is applying If more space is needed, plea  If the applicant is a corporate stock in the corporate  If the applicant is a limite ownership interest of 10  If the applicant is a partnership with an interest of 10% of	ted by any entity, including a corpora for a license. Sole proprietors should use attach a separate sheet with the repraction, the following information musion, and for each president, vice-presided liability organization, the following two more, and for each manager. Including a limited partnership or more, and for each general partnership.	tion, limited li skip to Section equired inform it be complete dent, secretar information n p, the following	ability company (LLC), par n 6. nation. Id for each stockholder wh ry, and managing officer. nust be completed for each	no owns 10	0% or more of
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	Title(s):	President	Phone:	907-965-8902	% Own	ed: 51
Address: POBOY 1283	Address:	PO BOX 1283				
City: Craig State: AK ZIP: 999	City:	Craig	State:	AK	ZIP:	99921

[Form AB-01] (rev 10/10/2016)

AMCO

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Alcohol and Marijuana Control Office 550 W 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov

https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

Entity Official:	Leslie W	- 1-5ac	ic S					
Title(s):	Vice Pres	ident	Phone:	907-401	-2018	% Own	red:	49
Address:	PO BOX	349	,					
City:	Klawock		State:	AK		ZIP:	9	9925
Entity Official:	Betty L.	Isaac	S					
Title(s):	Secretary/T		Phone:	907 965	2694	% Owr	red:	0
Address:	PO BOX 41							
City:	Klawock		State:	AK		ZIP:	9	9925
Entity Official:								
Title(s):			Phone:			% Owr	ned:	
Address:	*		<u> </u>					
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City:	oleted by any applican	it that is a corp	State:	LLC. Corporations a	nd LLCs a	ZIP: re requir	ed to	be in goo
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nis subsection must be companding with the Alaska Divilaska.  DOC Entity #:  Registered Agent:  Agent's Mailing Address	17/67 D Ting M	AK Former . SAEFF	oration or a register d Date:	7 / 5 / 77	Home	re requir resident State:	7 5-8	1 K 7902 992
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[Form AB-01] (rev 10/10/2016)

AMCO



Alcohol and Marijuana Control Office 550 W 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u>

https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

## **Alaska Alcoholic Beverage Control Board**

## Form AB-01: Transfer License Application

Section 6 - Other Licenses		
vnership and financial interest in other alcoholic beverage businesses:	Yes	No
Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?	V	
If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alalicense number(s) and license type(s):  Individuals listed have a similar financial interest in Beverage Dispensary License # 1328 operated at the Same address, physical address in Craig A		ch
Section 7 – Authorization		
mmunication with AMCO staff:	Yes	No
Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?		V
If "Yes", disclose the name of the individual and the reason for this authorization:		

**AMCO** 

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[Form AB-01] (rev 10/10/2016)



https:

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#### **Alaska Alcoholic Beverage Control Board**

## Form AB-01: Transfer License Application

#### **Section 8 - Transferor Certifications**

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Mache - personal representative for the Estate of Mayor is Verle Joing

Signature of transferor	
RALPH MACKIE - 1	Personal Representative for the estate of Marjorie Verle Yours
Printed name of transferor	Subscribed and sworn to before me this 14th day of Ontober, 20 1.
	NOTAR Signature of Notary Public in and for the State of My commission expires:  My commission expires:  My commission expires:
RMa Clue Signature of transferor	permal vapresentating for the estate of Mayorie Ver le Youn,
RALPH MACKIE	PERSONAL REPRESENTATIVE FOR THE ESTATE OF MARJORIC VERLE YOU
Printed name of transferor	Subscribed and sworn to before me this 4th day of October, 20.01.  Signature of Notary Public in and for the State of Alaska.  My commission expires: With Office
	DC-67

[Form AB-01] (rev 10/10/2016)

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Alcohol and Marijuana Control Office 550 W 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

### **Alaska Alcoholic Beverage Control Board**

## Form AB-01: Transfer License Application

## **Section 9 - Transferee Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:	Initials
I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.	X
I certify that all proposed licensees have been listed with the Division of Corporations.	A.
I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.	M.
I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.	A
I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.	4
As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AA that this application, including all accompanying schedules and statements, is true, correct, and complete.	AC 304, and
Signature of transferee  Ting M. Skffan	
Printed name  Subscribed and sworn to before me this H day of Officer	2021
REPUBLICATION OF THE STATE OF T	Notary Public
My commission expires:	LINK

[Form AB-01] (rev 10/10/2016)

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### CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Brian Templin, City Administrator

Date: December 27, 2021 RE: January Staff Report

#### 1. Recruitment Efforts

We are making some progress in filling open positions since the last report:

- a. Library Director. We have hired a new library director. Patricia Gardner has been on the job at the library full time since the week of December 13<sup>th</sup>. Please stop by to say hi to Patricia if you haven't yet!
- b. Public Works Mechanic. Russell has hired Andrew Marker as the new PW Mechanic/Garbage Truck Operator. Andrew recently graduated from an automotive technology program at UAA. Andrew will start full time the week of December 27<sup>th</sup>.
- c. City Planner/Planning Director. I have completed a look at the planner position and have started advertising for a new planner.
- d. Other open positions. We still have a number of position open that we have not received good candidates for. I am working with HR to make sure that notices for these positions are regularly reposted and that they are more broadly posted in order to find candidates. Open positions include:
  - i. Police Dispatcher
  - ii. Lifeguards (full time and part time)
  - iii. Recreation Assistant
  - iv. EMT-I

### 2. Burn Pit Update

At the November 18th meeting the council received a letter from the public regarding open burns and the city burn pit from burns on November 10<sup>th</sup>. At that meeting I told the council that I was working with Public Works and the Police Department to ensure closer monitoring of the burn pit. Just a reminder that the reports on November 10<sup>th</sup> included both the burn pit and an open burn that Shaan Seet was conducting across from the burn pit. On December 15<sup>th</sup> I received a compliance letter from the Alaska Department of Environmental Conservation along with several documents about state policy and best management practices. I received an updated compliance letter on December 21st from ADEC that included photos taken over the past couple of years. Since our discussion on November 18th the police department and public work have been communicating well regarding prohibited items in the burn pit. This has already resulted in a couple of new citations. In addition, public works and Doug are working together to make some modifications/upgrades to the camera system to better enforce the regulations. After discussing the issue of open burns with Chief Ely, it was determined that the current municipal code does not have an outright ban on open burns. Chief Ely is researching similar ordinances and we will bring a new ordinance to the council at a future meeting regarding this issue. A response to ADEC's compliance letter is due January 12th. I will work with Russell and RJ about our current/planned actions and will respond to ADEC.

#### 3. Capital Projects

In the council meeting packet for January 6<sup>th</sup> is the annual capital project resolution. Each year we put this resolution together and most of the projects that we work on grant applications for are reflected in this list. The state legislature gathers project nominations in a program called CAPSIS. For the past several years we have only included a few CAPSIS project nominations. This year, due to both infrastructure/jobs funding coming to the state and more funds from ARPA directly to the state for various programs, I expect to submit more projects through CAPSIS. For the past few years we have submitted requests for funding through CAPSIS for:

- Design and Engineering for Craig Harbor \$345,000
- Construct Harbor \$12,000,000
- Renovate Power Building \$150,000
- Public Works Heavy Equipment (Garbage Truck) \$360,000
- Public Works Land Development \$400,000

We are in the governor's budget for \$8.3 million for the harbor pending passage of an infrastructure bond. It is still my goal to get to the full \$12 million we have been requesting. It would be nice if we could add the other \$3.7 million from the state general fund. We did acquire new public works equipment this year (a new excavator, rear load garbage truck, and dump truck/plow/sander). We will be looking to replace the side load truck in the next few years so I am still considering including this year's requests. I will also likely add back a request for the new firehall project (\$5 million).

If there are a couple of other projects from the CIP list that the council would like to see added to the CAPSIS lists, this is a good year. I don't know yet what money will be available and for what programs, but I will keep an eye out throughout the year for projects from the CIP list whether or not we include them in CAPSIS.

#### 4. False Island Dock Project

Hans and I have determined that PND Engineering's proposal will meet our needs. PND submitted a cost proposal for the work for \$22,270. This price is in line with what we are looking for. There is currently about \$90,000 in the budget for this design and the resulting construction. The intent is to add funds to the next FY budget to round out the project. We have a couple of questions for PND before we are ready to sign a contract. A contract with the final cost will be brought back to the council for approval.

#### 5. ARPA Funds

I reported at the last council meeting, payments due to Craig under the American Rescue Plan Act will amount to about \$700,000. The city has received about \$353,000 so far. All ARPA funds will be held in a separate account at First Bank. We are scheduled to receive two more payments (one for \$152,000 and another for \$200,000) sometime in the next 6-12 months. Staff will continue to bring options to the council for use of these funds. There is a separate memo in the packet containing recommendations for about \$320,000 of the current ARPA funds.

#### 6. ATV Working Group

The working group will consist of the mayor, city administrator, EMS coordinator, police chief, one or more council members and four members of the public who asked to be included. I will schedule and publicize a number of meetings through January and early February. These

meetings will be open to the public. At the conclusion of the meetings, staff will bring recommendations/comments back to the council for consideration.

#### 7. Trawl Bycatch

The NPFMC recently passed rules allowing for tightening of the bycatch limits by the trawl fleet. I will continue to monitor this issue and let the council know if there is opportunity to weigh in on the shaping/application of the new rules.

#### 8. Covered Area at City Gym

I have asked a couple of local metal building contractors to look at the project and give me a quick estimate of the project. A new covered roof area will likely run about \$300,000. Please keep in mind that this is a very broad cost estimate and will largely depend on the area to be covered, final design, and construction bid amounts.

I have reviewed ARPA funding guidelines and have determined that this project is not eligible for ARPA funds. I have added this project to the city's capital improvement project list which is on the council agenda for January 6<sup>th</sup>.

#### 9. Infrastructure Bill Update

I am continuing to monitor issues related to the recent Infrastructure and Jobs Bill that was passed by congress. In addition to likely being the source of our breakwater construction (federal share), there are a number of other programs and agencies that received funding that may apply to Craig projects.

#### 10. Craig Cannery/Harbor Project

Corvus Design is continuing to work on supplemental documents and additional renderings based on the concept drawing the council approved at the last meeting. I expect that we will have most of this documentation by the end of December. Based on an email from Corvus Design on December 27<sup>th</sup> this appears to be mostly on schedule.

I sent an email out to the council last week regarding the harbor project. Recently the Craig Tribal Association has identified an additional species of concern to the USACE through their government-to-government consultation. Because this additional species was not identified and sufficiently evaluated during the Environmental Assessment (EA) process that concluded in 2015, the USACE has determined that it needs to go back and do additional EA work related to this species. This additional work will result in considerable additional expense and time on the project. The USACE estimates that the additional work will cost an additional \$535,000. Since we are in PED phase the city will be responsible for 10% of that amount. The USACE share of the additional work will come out of the construction appropriation. We are hoping that the construction funds are either in the infrastructure/jobs bill (we should know by mid-January) or will be included in the next continuing resolution/appropriations bill (due to be passed by mid-February). If, for some reason, the federal share of the construction funds for our project isn't in either of these sources then the additional EA work will have to wait until federal construction funds are identified. At best, the EA work might be complete in time for construction in 2023, but more likely, construction on the breakwaters is not on hold until 2024. We should know more about the progress of the EA work and any potential changes to the project (or project site) by September of 2022. There is a separate memo regarding funding for our share of the additional EA work in the packet.

#### 11. Marijuana License Application

The Craig Tribal Association has applied for a conditional use permit to operate a marijuana retail store on Tract B USS 1430 (Haidaway property). The retail store would be operated out of the old IFA office building on the property. The council adopted code several years ago allowing a total of two retail sales licences in Craig. Currently there is only one licensed marijuana establishment in Craig.

Under our code, all applicants must be granted a conditional use permit by the planning commission in order to be eligible for a state license. If/when the CTA applies for a state license, the license application will go before the city council for comment and consideration. The planning commission will consider the conditional use permit on January 27<sup>th</sup>. The license process will take much longer and may not be to the council for consideration for several months.

#### 12. Travel and Leave Schedule

None scheduled.

## CITY OF CRAIG MEMORANDUM

December 29, 2021

To: City Council

From: Sheri Purser, Treasurer

Re: Monthly Report

The December monthly financials, 3<sup>rd</sup> Qtr Sales Tax, and APMC reports are included.

I am very happy to announce that Trinity Scheidecker has accepted the Admin/Clerk Front Desk position. We are excited to have her come on board with us. She has been doing a great job this last week. Welcome, Trinity.

We have sent out the new Port St Nick Road Maintenance fee of \$150.00. We are already seeing payments being made. We have sent out the Sales Tax sheets for this last quarter as well as reminders that Property Tax is due by December 31<sup>st</sup>. Also, on December 13<sup>th</sup> we started giving out the new Senior Cards. We have had a steady stream of seniors coming in for their cards.

Brian and I have started to discuss the FY23 Budget process. We have planned to meet this Thursday to start putting the Revenue budget together as well as get him familiar with each department. Brian wants to start a little earlier this year, so he has time to get all the information he needs to help this process go smoothly.

Christine Harrington is making plans to come to do our FY21 audit in the next few weeks. We will also start working with Henry at Horan & Company to get prepared for him coming in March.

If you have any questions please contact me at finance@craigak.com

## City of Craig 02. Craig Gov Revenue

December 31, 2021	M-T-D Actual	Y-T-D Actual	Budget	Over(Under) Budget	% of
01 00.4000.00 000 Property Tax	0	683,258	674,000	9,258	101
01 00.4050.00 000 Sales Tax	23,004	1,249,408	1,051,550	197,858	119
01 00.4051.00 000 1% Sales Tax for School	0	0	330,850	(330,850)	0
01 00.4052.00 000 Alaska Remote Sales Tax	0	47,958	75,000	(27,042)	64
01 00.4053.00 000 1% Sales Tax Pool & Rec	0	0	330,850	(330,850)	0
01 00.4060.00 000 Liquor Sales Tax	0	67,925	120,000	(52,075)	57
01 00.4061.01 000 Marijuna Sales Tax	0	11,495	0	11,495	0
01 00.4065.00 000 Transient Room Tax	0	17,575	20,000	(2,425)	88
01 00.4070.00 000 Property Tax Penalties	0	(203)	0	(203)	0
01 00.4080.00 000 Sales Tax Penalties  Total Local Taxes	569	606	0 0 000 050	606	<u>0</u> <b>80</b>
Total Local Taxes	23,573	2,078,022	2,602,250	(524,228)	80
01 00.4100.00 000 Property PILT Funding	0	308,960	300,000	8,960	103
01 00.4110.00 000 State Revenue Sharing	0	0	50,000	(50,000)	0
01 00.4111.00 000 Liquor Revenue Sharing 01 00.4112.00 000 Fish Bus Tax - DOR	0	0	4,000	(4,000)	0
01 00.4112.00 000 FISH Bus 1ax - DOR 01 00.4120.00 000 Shared Fish Tax - DCED	0	0	50,000 1,000	(50,000) (1,000)	0
Total State Revenue	0	308.960	405,000	(96,040)	
	-		,		
01 00.4200.00 100 COVID 19 ARPA (NEA)	200,810	353,129	100,000	253,129	353
01 00.4220.00 000 EMS Service Fees	2,270	29,546	60,000	(30,454)	49
01 00.4250.00 000 EMS Training Fees	0	0	1,000	(1,000)	0
01 00.4255.00 000 EMS Estimated NonCollectable 01 00.4260.00 000 Aquatic Center Revenue	0 2,070	12,408	(25,000) 50,000	25,000 (37,592)	0 25
01 00.4270.00 000 Aquatic Center Revende	2,070	12,400	1,000	(1,000)	0
01 00.4275.00 000 Recreation Revenue	1,994	5,999	15,000	(9,001)	40
01 00.4280.00 000 Senior Card Fees	2,575	2,750	3,000	(250)	92
01 00.4620.00 000 Taxi Permit Fees	0	_,0	100	(100)	0
01 00.4640.00 000 Building Permit Fees	120	390	8,000	(7,610)	5
01 00.4644.00 000 Access Permit Fees	0	2,794	0	2,794	0
01 00.4646.00 000 PSN Road Maintenance	0	0	27,000	(27,000)	0
01 00.4646.01 000 PSN Road Maintenance Residence Fe		29,657	0	29,657	0
Total Permits & Fees	239,452	436,673	240,100	196,573	182
01 00.4300.00 000 Property Lease/Rentals	0	17,165	63,000	(45,835)	27
01 00.4400.00 000 Material Sales	0	0	1,000	(1,000)	0
Total Local Revenue	0	17,165	64,000	(46,835)	27
01 00.4700.00 000 Police-Fines, Citation	0	4,860	10,000	(5,140)	49
01 00.4701.00 000 Animal Impound Fees	0	105	0	105	0
01 00.4702.00 000 Drivers License Fees	0	164	0	164	0
01 00.4703.00 000 Motor Vehicle Commision	1,675	32,282	60,000	(27,718)	54
01 00.4650.00 000 State Trooper Dispatch 01 00.4660.00 000 State Jail Contract Revenue	0 89,381	4,625 178,762	7,200 357.524	(2,575) (178,762)	64 50
01 00.4665.00 000 State Jan Contract Revenue	09,361	22,120	53,088	(30,968)	42
01 00.4670.00 000 Forest Service Dispatch	0	0	3,000	(3,000)	0
Total Public Safety Funds	91,056	242,918	490,812	(247,894)	49
01 00.4820.00 000 Interest Income (A/R)	0	1,017	1,000	17	102
01 00.4902.00 000 Misc Revenue	242	5,079	5,000		102
Total Other Revenue	242	6,096	6,000	96	102
Total Revenues	\$ 354,323	\$ 3,089,834	\$ 3,808,162	\$ (718,328)	\$ 81
	+ 00-1,020	- 0,000,007	<del>- 0,000,102</del>	<u> </u>	_ +

## City of Craig Cash Balances 12/31/2021

## General Fund

Deposit Clearing Account	174,040.31
Checking - First Bank	2,949,645.41
Checking - Wells Fargo	25,218.73
Petty Cash	325.00
Petty Cash-Harbors	200.00
Petty Cash- Aquatic Center	250.00
Petty Cash - Police	134.95
Petty Cash- Library	150.00
Wells Fargo CD Saving Account	<u>510,912.14</u>
Total	3,660,876.54
Restricted Fund	
Cares Fund Checking	353,128.52
Cash, Police Fund	40,917.41
Cash Evidence, Police	4,416.00
Police Petty Cash	781.17
Cash Equipment Fund	555,762.39
Cash Hatchery Salmon Derby	14,762.22
MM Park Funds	7,702.76
Fish Quota Funds	15,552.70
MM POW Clinic Funds	46,429.61
MM Invest Muni Land	569,132.62
Hatchery Saving Account	55,276.94
Cash MMkt NFR -School FB	61,567.76
Cash Invest School Funds APCM	2,901,437.01
Accrued Interest, School	9,484.00
Total	4,636,351.11
Endowment	
Cash Held Endowment	11,727.36
Fixed Inc. Investment Endowment	5,114,714.59
Accr. Int., Endowment	19,753.35
Equity Invest., Endowment	6,792,733.20
Unrealized Gain/Loss Endowment	109,800.68
Unrealized Gain/Loss Equity, Endowment	4,235,468.21
Total	16,284,197.39
Enterprise Fund	
DNR Performance CD	<u>8,500.0</u> 0
Total	8,500.00

	Q-T-D	Y-T-D	Y-T-D	
Administration Revenues	Actual	Actual	Budget	Variance
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	37, 23, 3, (4, 3,	629.69 204,075.05 628.76 69,202.18 464.26 103,810.07 311.08 7,887.08 472.60) 6,337.82 462.48 6,383.17 443.75 1,441.03 091.22 18,606.50 0.00	330,652.24 124,715.72 170,110.00 12,045.00 6,800.00 16,850.00 3,260.00 26,920.00 1,000.00	126,577.19 55,513.54 66,299.33 4,157.92 462.18 10,466.83 1,818.97 8,313.50 1,000.00
Total Expenditures	\$ 190,	558.64 \$ 417,742.90	\$ 692,352.96	\$ 274,610.06
Fund Net Change in Assets  Council Revenues	\$ (190,	558.64) \$ (417,742.90)	\$ (692,352.96)	\$ (274,610.06)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	,	517.74 8,538.58 417.84 818.17 130.75 696.09 372.80 5,219.42 0.00 0.00 0.00 11.97 0.00 0.00 0.00 0.00 0.00 0.00	12,920.00 5,007.98 950.00 2,050.00 0.00 0.00 0.00 220.00 0.00	4,381.42 4,189.81 253.91 (3,169.42) 0.00 (11.97) 0.00 220.00 0.00
Total Expenditures	<u>\$</u> 6,	439.13 \$ 15,284.23	\$ 21,147.98	\$ 5,863.75
Fund Net Change in Assets Planning Revenues	\$ (6,	439.13) \$ (15,284.23)	\$ (21,147.98)	\$ (5,863.75)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	3, 3,	741.35 35,686.78 989.85 9,468.45 879.91 5,764.30 0.00 0.00 787.99 16,342.69 0.00 0.00 0.00 0.00 965.25 40,120.66 0.00 0.00	49,572.86 19,452.98 6,500.00 0.00 1,000.00 0.00 500.00 1,015.00 0.00	13,886.08 9,984.53 735.70 0.00 (15,342.69) 0.00 500.00 (39,105.66) 0.00

•	 Q-T-D Actual	_	Y-T-D Actual		Y-T-D Budget	 Variance
Total Expenditures	\$ 62,364.35	\$	107,382.88	\$	78,040.84	\$ (29,342.04)
Fund Net Change in Assets	\$ (62,364.35)	\$	(107,382.88)	\$	(78,040.84)	\$ 29,342.04
Parks &Facilities Revenues				=		
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	 39,124.40 16,078.37 164.70 400.00 2,772.24 4,423.56 8,238.22 20.00 0.00		74,449.30 30,832.33 1,176.20 519.50 8,848.18 9,286.69 9,218.21 45.00 2,056.98	_	135,100.18 71,111.43 11,100.00 0.00 22,900.00 16,000.00 22,250.00 11,968.00 33,680.00	60,650.88 40,279.10 9,923.80 (519.50) 14,051.82 6,713.31 13,031.79 11,923.00 31,623.02
Total Expenditures	\$ 71,221.49	\$	136,432.39	\$_	324,109.61	\$ 187,677.22
Fund Net Change in Assets	\$ (71,221.49)	\$	(136,432.39)	\$	(324,109.61)	\$ (187,677.22)
Public Works Revenues	 					
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	 47,905.38 22,899.84 0.00 0.00 5,009.55 3,472.91 18,131.01 13.94 105,284.54		82,426.59 45,552.17 0.00 0.00 16,728.31 6,123.93 33,030.72 48.20 105,534.54		155,379.86 105,170.93 720.00 0.00 30,750.00 14,900.00 68,200.00 7,798.00 129,000.00	72,953.27 59,618.76 720.00 0.00 14,021.69 8,776.07 35,169.28 7,749.80 23,465.46
Total Expenditures	\$ 202,717.17	\$	289,444.46	\$	511,918.79	\$ 222,474.33
Fund Net Change in Assets	\$ (202,717.17)	\$	(289,444.46)	\$	(511,918.79)	\$ (222,474.33)
Police Revenues						
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures	173,828.69 64,876.14 995.95 825.00 7,643.38		290,162.80 122,761.21 4,558.60 1,565.00 23,003.93		582,520.35 354,233.92 8,920.00 3,000.00 49,500.00	292,357.55 231,472.71 4,361.40 1,435.00 26,496.07

Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	_	Q-T-D Actual 4,537.43 637.00 3,184.15 9,090.00	Y-T-D Actual 8,729.89 637.00 7,684.45 24,090.00	Y-T-D Budget 27,000.00 0.00 31,614.00 25,650.00		Variance 18,270.11 (637.00) 23,929.55 1,560.00
Total Expenditures	\$	265,617.74 \$	483,192.88	\$ 1,082,438.27	\$	599,245.39
Fund Net Change in Assets	\$	(265,617.74) \$	(483,192.88)	\$(1,082,438.27)	\$	(599,245.39)
EMS Revenues						
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		52,546.75 15,975.37 1,976.88 2,234.55 1,540.36 2,139.05 0.00 0.00 1,850.00	95,101.25 30,082.51 4,535.28 13,521.55 3,688.85 3,588.25 0.00 0.00 1,850.00	181,480.12 77,917.74 4,500.00 8,400.00 18,150.00 4,900.00 0.00 6,351.00 0.00		86,378.87 47,835.23 (35.28) (5,121.55) 14,461.15 1,311.75 0.00 6,351.00 (1,850.00)
	•	70.262.06 ¢	152,367.69	\$ 301,698.86	\$	149,331.17
Total Expenditures	<u>\$</u>	78,262.96 \$	152,307.09	φ 301,090.00	· <del>*</del>	. 10,001111
Fund Net Change in Assets	\$ \$	(78,262.96) \$	•	\$ (301,698.86)	\$	(149,331.17)
•	<u> </u>	<u> </u>	•	· ·	· <u></u>	· · ·
Fund Net Change in Assets Fire Department	<u> </u>	<u> </u>	•	· ·	· <u></u>	· · ·
Fund Net Change in Assets  Fire Department Revenues  Expenditures  Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures	<u> </u>	0.00 0.00 0.00 707.35 0.00 707.35 1,261.34 0.00 0.00	0.00 0.00 0.00 5,807.35 0.00 918.33 1,723.13 0.00 0.00	0.00 4,186.00 5,400.00 2,700.00 2,600.00 5,900.00 1,000.00 4,827.00	· <u></u>	0.00 4,186.00 (407.35) 2,700.00 1,681.67 4,176.87 1,000.00 4,827.00
Fund Net Change in Assets  Fire Department Revenues  Expenditures  Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	\$	0.00 0.00 707.35 0.00 707.35 1,261.34 0.00 0.00 0.00	0.00 0.00 5,807.35 0.00 918.33 1,723.13 0.00 0.00	0.00 4,186.00 5,400.00 2,700.00 2,600.00 5,900.00 1,000.00 4,827.00 0.00	\$	0.00 4,186.00 (407.35) 2,700.00 1,681.67 4,176.87 1,000.00 4,827.00 0.00
Fund Net Change in Assets  Fire Department Revenues  Expenditures  Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	\$	0.00 0.00 707.35 0.00 707.35 1,261.34 0.00 0.00 0.00	0.00 0.00 5,807.35 0.00 918.33 1,723.13 0.00 0.00	0.00 4,186.00 5,400.00 2,700.00 2,600.00 1,000.00 4,827.00 0.00	\$	0.00 4,186.00 (407.35) 2,700.00 1,681.67 4,176.87 1,000.00 4,827.00 0.00

•		Q-T-D Actual	Y-T-D Actual	Y-T-D Budget		Variance
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		16,258.60 5,933.11 55.32 0.00 1,687.36 (69.00) 0.00 48.00 2,456.96	30,670.94 13,552.98 2,144.07 0.00 8,052.19 3,516.48 0.00 48.00 2,456.96	62,263.20 48,501.27 3,175.00 0.00 7,000.00 10,600.00 1,000.00 1,750.00 2,500.00		31,592.26 34,948.29 1,030.93 0.00 (1,052.19) 7,083.52 1,000.00 1,702.00 43.04
Total Expenditures	\$	26,370.35 \$	60,441.62	\$ 136,789.47	\$	76,347.85
Fund Net Change in Assets	\$	(16,270.35) \$	(43,041.62)	\$ (136,789.47)	\$ \$	(58,947.85)
Recreation Revenues	<u>*</u>	(10,210.00)	(10,011102)	<u> </u>	: <u>*</u>	(00,0.1.100)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		15,430.54 7,457.49 0.00 0.00 14,732.72 3,418.86 0.00 0.00 0.00	25,523.02 14,384.94 600.00 0.00 15,118.71 5,142.22 0.00 61.69 0.00	40,606.00 27,228.49 1,500.00 0.00 29,525.00 13,000.00 2,100.00 5,130.00 6,439.00		15,082.98 12,843.55 900.00 0.00 14,406.29 7,857.78 2,100.00 5,068.31 6,439.00
Total Expenditures	\$	41,039.61	60,830.58	\$ 125,528.49	\$	64,697.91
Fund Net Change in Assets	\$	(41,039.61) \$	(60,830.58)	\$ (125,528.49)	\$	(64,697.91)
Aquatic Center Revenues		^ · _				·
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		43,513.17 21,157.75 0.00 3,162.61 701.80 31,680.36 268.58 248.53 18,184.01	80,148.21 40,529.77 0.00 11,215.79 3,247.36 67,366.66 403.58 590.61 120,427.76	166,960.00 116,479.88 6,400.00 11,080.00 23,720.00 126,000.00 3,800.00 11,800.00 165,838.00		86,811.79 75,950.11 6,400.00 (135.79) 20,472.64 58,633.34 3,396.42 11,209.39 45,410.24
Total Expenditures	\$	118,916.81	323,929.74	\$ 632,077.88	\$	308,148.14

21	 Q-T-D Actual	_	Y-T-D Actual	_	Y-T-D Budget	 Variance
Fund Net Change in Assets	\$ (118,916.81)	\$	(323,929.74)	\$	(632,077.88)	\$ (308,148.14)
Sewer Revenues				_		
Total Revenues	25,467.47		96,186.81		290,000.00	(193,813.19)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	 29,372.36 12,995.30 425.70 1,015.00 2,462.70 9,365.04 760.00 0.00 31,002.26		49,882.77 23,579.51 1,624.20 1,415.00 4,476.56 15,958.11 1,543.43 466.23 49,402.26	_	77,087.00 43,765.00 7,800.00 1,280.00 8,200.00 55,741.00 4,000.00 9,450.00 66,500.00	 27,204.23 20,185.49 6,175.80 (135.00) 3,723.44 39,782.89 2,456.57 8,983.77 17,097.74
Total Expenditures	\$ 87,398.36	\$	148,348.07	\$	273,823.00	\$ 125,474.93
Fund Net Change in Assets	\$ (61,930.89)	\$	(52,161.26)	\$	16,177.00	\$ (319,288.12)
Water Revenues						 
Total Revenues	38,500.98		124,917.48		326,778.00	(201,860.52)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	 46,025.29 17,357.28 169.00 1,015.00 4,122.28 8,590.58 0.00 0.00 2,602.26		83,274.07 33,552.11 1,410.00 1,943.00 9,352.11 17,424.66 1,664.03 476.23 27,215.03		134,003.33 70,577.02 10,000.00 3,935.00 67,400.00 57,400.00 10,000.00 12,850.00 76,821.23	 50,729.26 37,024.91 8,590.00 1,992.00 58,047.89 39,975.34 8,335.97 12,373.77 49,606.20
Total Expenditures	\$ 79,881.69	\$	176,311.24	\$	442,986.58	\$ 266,675.34
Fund Net Change in Assets	\$ (41,380.71)	\$	(51,393.76)	\$	(116,208.58)	\$ (468,535.86)
Garbage Revenues	 			_		 
Total Revenues	56,344.61		141,220.47		322,280.00	(181,059.53)
Expenditures Total Personnel Expenditures Total Benefits Expeditures	11,057.63 5,757.23		23,519.13 14,237.64		38,295.18 27,152.31	14,776.05 12,914.67

Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		Q-T-D Actual 28,635.29 0.00 785.27 57.28 40.65 70.33 34,719.00	_	Y-T-D Actual 93,662.09 0.00 2,070.09 113.12 497.83 536.56 35,219.00	_	Y-T-D Budget 211,500.00 0.00 9,300.00 500.00 7,500.00 3,500.00 40,000.00		Variance 117,837.91 0.00 7,229.91 386.88 7,002.17 2,963.44 4,781.00
Total Expenditures	\$	81,122.68	\$	169,855.46	\$	337,747.49	\$	167,892.03
Fund Net Change in Assets	\$	(24,778.07)	\$	(28,634.99)	\$	(15,467.49)	\$	(348,951.56)
Harbor Revenues								
Total Revenues		152,308.87		216,624.74		269,600.00		(52,975.26)
Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilities Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	_	39,928.60 21,251.93 0.00 2,540.17 1,677.73 4,512.08 4,510.87 220.67 503.98		72,532.69 36,546.12 378.38 4,412.43 5,382.17 10,439.05 4,540.55 13,157.48 1,362.83		148,738.25 99,894.85 900.00 2,200.00 24,100.00 44,592.00 108,050.00 35,550.00 1,650.00		76,205.56 63,348.73 521.62 (2,212.43) 18,717.83 34,152.95 103,509.45 22,392.52 287.17
Total Expenditures	\$	75,146.03	\$	148,751.70	\$	465,675.10	\$	316,923.40
Fund Net Change in Assets	\$	77,162.84	\$	67,873.04	\$	(196,075.10)	\$	(369,898.66)
JTB Industrail Park Revenues								
Total Revenues		27,596.34		486,609.18		592,589.00		(105,979.82)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		20,158.84 6,316.43 330.00 0.00 3,527.79 5,256.70 2,092.40 0.00 40.00		72,083.60 14,673.43 1,491.48 0.00 6,291.95 25,200.43 2,304.08 0.00 278.00		93,420.94 35,937.50 1,900.00 0.00 49,975.00 53,336.00 17,500.00 12,325.00 97,000.00	_	21,337.34 21,264.07 408.52 0.00 43,683.05 28,135.57 15,195.92 12,325.00 96,722.00
Total Expenditures	\$	37,722.16	\$	122,322.97	\$	361,394.44	\$	239,071.47

41	 Q-T-D Actual	Y-T-D Actual		Y-T-D Budget		Variance
Fund Net Change in Assets	\$ (10,125.82)	\$ 364,286.21	\$	231,194.56	\$	(345,051.29)
Ward Cove Cannery Revenues			_		===	
Total Revenues	750.75	2,645.00		7,000.00		(4,355.00)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	0.00 0.00 41,870.39 0.00 0.00 434.38 0.00 0.00 0.00	0.00 0.00 70,354.39 0.00 43.63 669.44 22.69 0.00 0.00		0.00 0.00 50,000.00 750.00 1,600.00 0.00 1,020.00 1,000.00		0.00 0.00 (20,354.39) 0.00 706.37 930.56 (22.69) 1,020.00 1,000.00
Total Expenditures	\$ 42,304.77	71,090.15	\$	54,370.00	<u>\$</u>	(16,720.15)
Fund Net Change in Assets	\$ (41,554.02)	(68,445.15)	\$	(47,370.00)	\$	12,365.15
PSN Hatchery Revenues	 					
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures	0.00 0.00 0.00 0.00 0.00 282.90 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 282.90 0.00 0.00		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		0.00 0.00 0.00 0.00 0.00 (282.90) 0.00 0.00 0.00
Total Expenditures	\$ 282.90	\$ 282.90	\$	0.00	\$	(282.90)
Fund Net Change in Assets	\$ (282.90)	\$ (282.90)	\$	0.00	\$	282.90
GF Revenue Revenues			_			
Total Revenues	1,043,121.39	2,888,910.24		3,808,162.00		(919,251.76)
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures	0.00 0.00 0.00	0.00 0.00 0.00		0.00 0.00 0.00		0.00 0.00 0.00
Total Travel & Expenditures	0.00	0.00		0.00		0.00

Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		Q-T-D Actual 0.00 0.00 0.00 0.00 0.00	Y-T-D Actual 0.00 0.00 0.00 0.00 0.00	Y-T-D Budget 0.00 0.00 0.00 0.00 0.00		Variance 0.00 0.00 0.00 0.00 0.00
Total Expenditures	<u>\$</u>	0.00	\$ 0.00	\$ 0.00	\$	0.00
Fund Net Change in Assets	\$	1,043,121.39	\$ 2,888,910.24	\$ 3,808,162.00	\$	(919,251.76)
Inter Governmental Transfers Revenues					====	
Expenditures Total Personnel Expenditures Total Benefits Expeditures Total Contract Expenditures Total Travel & Expenditures Total Materials Expenditures Total Utilties Expenditures Total Repairs & Maint Expenditures Total Other Expenditures Total Capital & Debt Expenditures		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
Total Expenditures	\$	227.73	\$ 370.98	\$ 0.00	\$	(370.98)
Fund Net Change in Assets	\$	(227.73)	\$ (370.98)	\$ 0.00	\$	370.98
	·					

# CITY OF CRAIG, ALASKA SALES TAX HISTORY

SALES TAX HISTORT									
DATE COLLECTED THROUGH	<u>09-30</u>		<u>12-31</u>		<u>03-31</u>		<u>06-30</u>	TA	X COLLECTED
FY 2022									
SALES TAX	\$ 654,157.97	\$	-	\$	-	\$	-	\$	654,157.97
DELINQUENT SALES TAX								\$	-
TRANSIENT ROOM Tax	\$ 10,830.00	\$	-	\$	-	\$	-	\$	10,830.00
LIQUOR SALES TAX	\$ 39,453.18	\$	-	\$	-	\$	-	\$	39,453.18
	\$ 704,441.15	\$	-	\$	-	\$	-	\$	704,441.15
FY 2021									
SALES TAX	\$ 489,982.60	\$	321,026.52	\$	341,084.21	\$	453,787.33	\$	1,605,880.66
DELINQUENT SALES TAX	,	·	,	·	•	·	•	\$	-
TRANSIENT ROOM Tax	\$ 6,232.28	\$	1,460.00	\$	2,045.00	\$	5,030.00	\$	14,767.28
LIQUOR SALES TAX	\$ 39,224.35	\$	29,424.85	\$	22,702.15	\$	28,472.07	\$	119,823.42
	\$ 535,439.23	\$	351,911.37	\$	365,831.36	\$	487,289.40	\$	1,740,471.36
FY 2020									
SALES TAX	\$ 662,466.11	\$	319,885.97	\$	272,765.07	\$	401,909.80	\$	1,657,026.95
DELINQUENT SALES TAX								\$	-
TRANSIENT ROOM Tax	\$ 14,630.00	\$	4,880.00	\$	1,165.00	\$	770.00	\$	21,445.00
LIQUOR SALES TAX	\$ 40,861.31	\$	26,130.85	\$	22,300.45	\$	-	\$	89,292.61
	\$ 717,957.42	\$	350,896.82	\$	296,230.52	\$	402,679.80	\$	1,767,764.56
FY 2019									
SALES TAX	\$ 569,503.75	\$	316,481.96	\$	296,677.31	\$	402,803.62	\$	1,585,466.64
DELINQUENT SALES TAX								\$	-
TRANSIENT ROOM Tax	\$ 16,465.77	\$	3,380.00	\$	2,565.00	\$	7,818.37	\$	30,229.14
LIQUOR SALES TAX	\$ 36,790.92	\$	27,312.98	\$	21,469.67	\$	30,542.75	\$	116,116.32
	\$ 622,760.44	\$	347,174.94	\$	320,711.98	\$	441,164.74	\$	1,731,812.10
FY 2018									
SALES TAX	\$ 537,976.31	\$	291,663.32	\$	262,758.36	\$	385,995.94	\$	1,478,393.93
DELINQUENT SALES TAX	\$ 51.42	\$	-			\$	726.91	\$	778.33
TRANSIENT ROOM Tax						\$	6,505.00	\$	6,505.00
LIQUOR SALES TAX	\$ 37,606.25	\$	23,672.80	\$	19,427.58	\$	27,260.38	\$	107,967.01
	\$ 575,633.98	\$	315,336.12	\$	282,185.94	\$	420,488.23	\$	1,593,644.27
FY 2017									
SALES TAX	\$ 502,621.02	\$	292,983.36	\$	259,780.99	\$	401,574.00	\$	1,456,959.37
DELINQUENT SALES TAX	\$ 89.20	\$	-	\$	940.00	\$	242.60	\$	1,271.80
LIQUOR SALES TAX	\$ 35,622.70	\$	25,403.06	\$	21,737.00	\$	29,522.24	\$	112,285.00
	\$ 538,332.92	\$	318,386.42	\$	282,457.99	\$	431,338.84	\$	1,570,516.17

FY 2016

**RETURN TO TOP** 

## **CITY OF CRAIG**

Account Statement - Period Ending November 30, 2021

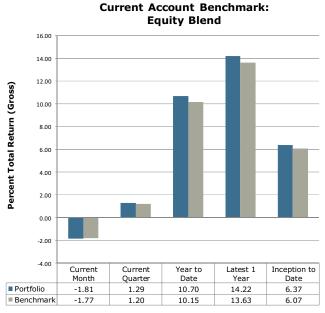


#### **ACCOUNT ACTIVITY**

Portfolio Value on 10-31-21	16,347,437
Contributions	0
Withdrawals	-4,087
Change in Market Value	-304,041
Interest	8,279
Dividends	0

Portfolio Value on 11-30-21 16,047,588

#### **INVESTMENT PERFORMANCE**



Performance is Annualized for Periods Greater than One Year

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

### **MANAGEMENT TEAM**

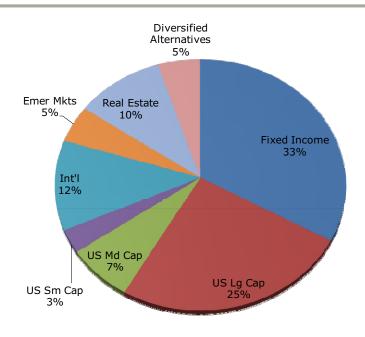
Client Relationship Manager: Blake Phillips, CFA®

Blake@apcm.net

Your Portfolio Manager: Bill Lierman, CFA®

Contact Phone Number: 907/272 -7575

#### **PORTFOLIO COMPOSITION**



## City Of Craig Memorandum

To: Mayor Tim O'Connor and Craig City Council

From: Jessica Holloway, Aquatic Manager

RE: December /Jan Report Date: December 27, 2021

December has been slow this year at the pool...I'm Blaming the snow we did have the extra open swim over the winter break from school. It really did not pull many people in. We had a couple days where not a soul showed up. Again, I am going to blame the snow and road conditions.

The Wave Runners Swim Club will be hosting their annual swim meet the weekend of Jan 15<sup>th</sup>. I will begin to cool the pool on Wed January 12<sup>th</sup> in order to get the temp to 79 for the swimmers. The club is very excited about this. Chris is currently on vacation, when he returns on the 11<sup>th</sup> he is going to have a busy week.

I will be closing the facility the following week on Thursday Jan 20 and 21<sup>st</sup> to do updating to the office and lobby area. I have already arranged with Doug for his help those two days. He is also going to do some work on the air handler at that time. The new office equipment is in I am waiting for the lobby desk and that should be in the next two weeks.

The new big toy is being built. As soon as it is put together, it will ship and we will hopefully see it in within the next month.

We are still recruiting for a full and part time position. I am planning to reopen on Saturdays Feb 5<sup>th</sup> as long as I have the current amount of staff.

There is a possibility I will be out of town on Feb 5<sup>th</sup> but it is not set in stone as of yet.

As always, if you have any questions or concerns please feel free to email me at pool@craigak.com

## CITY OF CRAIG MEMORANDUM

To: Mayor O'Connor and the Craig City Council

From: Tracey Jensen, City Clerk Date: December 28, 2021

RE: 2021, December Staff Report

### 2022 Senior Citizen/Disabled Veteran Property Tax Exemption:

We have posted the Senior Citizen and Disabled Veteran Property Tax Exemptions notices and applications. The application deadline is January 15, 2022. We are trying to get all applications finalized for this year's applications.

#### **City Council Meetings:**

The majority of the clerk's duties consist of compiling information for the council; council meeting set up; preparing council packets; staff reports; and creating council meeting minutes.

### **Next Craig City Council Meeting:**

The third Thursday of the Month will be January 20, 2022, for the next regularly scheduled council meeting.

## State of Alaska, Division of Community (DCRA), Regional Affairs Rural Utility Business Advisor Program (RUBA):

The clerk has compiled and submitted all required documents to the State of Alaska, RUBA Program to get the city's best practices score that that is used to determine funding eligibility.

#### **New Year Documents and Files:**

The clerk is working on getting all the new year city lists redone and out to staff and the public.

#### **Personal leave and Travel:**

There is no personal leave or travel scheduled at this time.

#### **EMS Report**

December 28, 2021

Submitted by Minnie Ellison, EMS Coordinator

#### **November/ December calls**

November calls: 16 calls

December to date calls: 23

#### **Crew Status**

We are down three responders, who are on vacation.

#### **Training**

I have an online training program for Fire and EMS.

In person training will depend on the current COVID numbers.

#### Recruitment

Job announcements have been posted. And, we have gone outside the City of Craig to post.

One person showed interest, but has not made any thing close to a commitment,

Thank you for your support during the loss of my mother. I appreciate it very much.

. Please feel free to ask questions.



To: Craig City Council

From: Hans Hjort, Harbor Master

Date: December 29, 2021

RE: January staff report

# Harbor department report January 2021

- The Brownell boat trailer is out of service as of now for scheduled maintenance. The projects that we are working on are rebuilding the steer axle and a paint job. We have run into some problems with the steer axle rebuild. The manufacture gave us some part numbers so that we could find the parts closer to Seattle and save money on shipping. The part numbers they gave us were wrong. We tore into the axle thinking we had all the parts we would need. The manufacture does have the right parts on hand. The other problem we have discovered is that the wheels have been damaged due to the hubs being worn out. The lug nut holes have all become worn out and are all random sizes now. The tires that are mounted to the wheels are filled with foam so they cannot be removed from the wheels. Now we are trying to locate new tires. I have industrial tire shops all over the place looking for two new tires. So far no one has been able to find new tires. I will continue to look for new tires. In the meantime the machine is still out of service for the paint job. If I can't find new tires by the time the paint job is completed we will put the steer axle back together with the hubs and wheels that we have and install new seals and wheel studs. The machine will work in this condition, we will probably just stay away from hauling heavy boats until we are able to replace all the parts that need to be changed. We plan to start working on the paint job next week and expect the project to take about 10 days.
- Harbor staff have been working on snow removal and keeping the water from freezing in the harbors.
- The ice house will remain open and have limited amounts of ice available to those who may need it. We will plan a meeting for possibly the third week of January when we can sit down and talk to the fishermen that use the ice during the winter troll fishery. We have decided to do this since we failed to give adequate notice or opportunity for public comment.
- The lumber for the broken finger float is finally treated and will be shipped soon. The bolt order we had to make for the specialty fasteners is complete and will also ship soon to us.
- I have 3 days of travel planned this month.

## 11/30/2021-12/21/2021

Patron Visits: 543 Circulation: 2206 Computer Usage: 48

WiFi Usage: 79 unique visitors, 198 total visits- with all the power issues it logged off this

month.

Story Times: Start in library January 7, 2022

Inter-Library Loans: 10 Volunteer Hours -10

#### New-

The Craig City Library will be starting their Story Time on Fridays. I currently have 5 volunteers for the library to open in the evenings Tuesdays-Thursdays with new hours 5:30-7:30 p.m., of course it will be open depending on volunteers.

### Project-

I am currently learning the new library system and learning how to send text messages or emails to patrons with overdue and lost book fines. The system shows 367 overdue materials and this is the first step in getting some of those items back.

Christina Barlow (volunteer) designed the following advertisement:



We are looking for a part-time employee and evening volunteers.

Submitted by Patricia Gardner, Library Director

# CITY OF CRAIG MEMORANDUM

Date: 12/29/2021

To: Honorable Tim O'Connor, Craig City Council

Fr: RJ Ely, Police Chief

Re: Staff Report / December 2021 ペプリ



#### **ACTIVITY**

Activity from November 22, 2021 through December 28, 2021, the Dispatch Center took the following amount of calls for service.

 Craig
 941

 Klawock
 257

 AST
 13

#### **DEPARTMENT OF MOTOR VEHICLES**

Upgrades to ALVIN didn't occur, due to weather and staff not being able to make it to POW. The upgrade will occur, sometime in January 2022.

After a painful process, have obtained Authorization to Operate a Non-Commercial & Commercial Driving Facility.

#### **DISPATCHER(S)**

Mackenzie Denham is almost completed with her training and should be signed off next month.

#### OFFICER(S)

Advertising for a Sergeant Position.

Advertising for a Part Time / Fill in Officer

#### **OTHER**

Have competed the renewal process with USFS for Dispatch Services and Equipment usage.

I attended the 2021 Executive Development Conference and while in Anchorage, was able to meet with other; Contract Jails, DMV, ATF, FBI, Department of Law and others.

Have obtained new video recording system and with assistance of Public Facilities, system has been installed and currently up and running. I will be adding outside camera's to system, next year.

After trail year of Lexipol / Police 1 online training, I have decided to renew for another year. This training is APSC Approved and allows all staff to obtain mandatory training that is required every year, to stay certified.

I will be looking at sending a staff member to DataMaster Supervisor Training, February of 2022 or October of 2022. I will also be looking at sending a staff member to Taser Instructor Training.

Craig Recreation Report to the Craig City Council for January, 2022

# Happy New Year!

December was a busy month. We had a Christmas Tree lighting outside of the Hill Bar. The Winter Bazaar was a success. At the City Gym Cardio Kick Box with Aaron Bean is off to a slow start. Down to Monday and Fridays at 6. Basketball is now Wednesday, Saturday and Sunday at 6pm with James Carle. We still have Karate Tuesday and Thursday at 5 and open gym Volleyball at 7pm. Lots of high school kids showing up to play. Winter Coed 4 on 4 Volleyball league will start January 11. This is for ages 14 and up and costs \$100 per team. Jose Cevera is the heart of the program.



Kids programs after school are going well. Skating is. a big hit. Over break we skated or bladed on Tuesdays and Thursdays from 2pm to 4pm. Wii Wednesdays at the Youth/Rec Center is taking off. We had 7 teens for the evening program. We offered it on Wednesdays for ages 8 and up on Wednesday afternoons. Once school starts we will add Friday Skating at 7pm and maybe more open time at the Youth Center. Samantha Wilson is a wonderful addition to the recreation Department.

The Craig Centennial Celebration is getting close! There are lots of activities planned.

Samantha is working on the stainless steel logo signs for the Centennial celebration.

Christina Barlow and Karen Head are putting together a history booklet to take home.

Katrina Peavey has spearheaded the historical film featuring some of our cherished elders.

Angela Johnson is heading up a writing contest for the Craig students. Ralph Mackie and Doug Rhodes are hosting history nights.Ralph will start out the festivities with a potluck and sorry sharing at the Hill Bar. Doug will end the celebration week with a "I member when" Story telling evening at TKs and the Craig Inn.

Prince of Wales players are working on a play for the celebration.

There will be a dinner and history tables at the Craig City Gym on March 1st with fireworks!

Hoping for some fun sporting events also, volleyball, basketball and misery saw.

Ideas and suggestions are welcome.

I will be getting cataract surgery the end of the month and will be gone Jan. 22 to Feb. 3, 2022.

Respectfully submitted by Victoria Merritt

<b>Feb 25 Friday</b>	<b>26</b> Saturda y	<b>27 Sunday</b>	<b>28</b> Mon	MARCH 1 Tues	Marc h 2 Wed	Thur, 3	<b>Friday</b> 4	<b>Sat</b> 5	Sun 6
Possible Vball or bball tourney	Ballpark old time			Main event At City Gym				Ballpark Misery saw, horse shoes	
Loggers vs fisherme n Teachers vs USFS	History with Ralph Hill Bar Maryelle n			Dinner Presentations Films Winners	Bkt ball	Volley ball	History with Doug Julie	POW players	
	HIII Bar			Fireworks					



# **Parks & Public Facilities**

12/29/2021

# Staff Report –December 2021

To: Craig Mayor and City Council

From: Douglas Ward

# Current Projects Underway:

- 1. Install new video surveillance system and cameras in Police Department building
- 2. Build portable pressure washer trailer.
- 3. Trail repairs, and re-graveling. Cemetery Island Trail.
- 4. Road upgrade on entrance to Ralph James Picnic Shelter.
  - Medical center AHU maintenance
  - Snow removal and ice abatement as needed.
  - Poor electrical service in Craig has caused major headaches with equipment throughout city facilities.
  - Upcoming replacement of AHU-1 Fan motor during Aquatic Center shutdown on January 20, 21.

Responded to day-to-day routine, and emergency calls as they come in.

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As always, don't hesitate to call or contact me anytime for questions or concerns. (907)401-1038



# FEDERAL SUBSISTENCE REGIONAL ADVISORY COUNCIL

Membership Application & Nomination Packet for 2022

CLOSING DATE February 28, 2022

U.S. Fish and Wildlife Service, Office of Subsistence Management Program



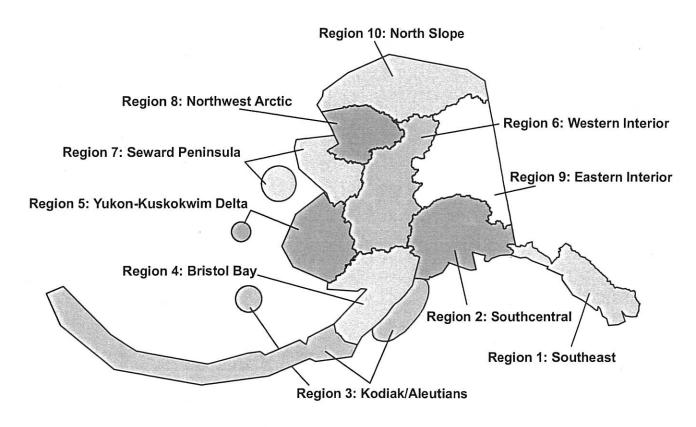








# **Federal Subsistence Resource Regions**



# Inside:

Federal Subsistence Resource Regions	1
Membership Information	2
Council Membership - Who Qualifies	2
Council Responsibilities	2
Application Timeline	3
Subsistence Council Coordinators	3
Federal Subsistence Board	3
Completing the Application	4
Information about application process	5
Application/Nomination Form	6-8
Certification (signature required)	8

# Completed applications must be received by February 28, 2022:

# Send to:

Katerina Wessels Council Coordination Division Supervisor

U.S. Fish and Wildlife Service Office of Subsistence Management 1011 E. Tudor Road, MS 121 Anchorage, Alaska 99503-6199

E-mail: subsistence@fws.gov

Fax: (907) 786-3898

# Questions?

(800) 478-1456 or (907) 786-3885

# Federal Subsistence Regional Advisory Council MEMBERSHIP INFORMATION

Membership applications or nominations for seats on the 10 Federal Subsistence Regional Advisory Councils are being accepted now through **February 28, 2022**.

The Regional Advisory Councils provide advice and recommendations to the Federal Subsistence Board about subsistence hunting, trapping, and fishing issues on Federal public lands. Membership on the Councils is one way for the public to become involved in the Federal subsistence regulatory process.

Each Council has either 10 or 13 members, and membership includes representatives of subsistence use and commercial/sport use.

# Council Membership

Regional Advisory Council members are usually appointed to three-year terms. The Councils meet at least twice a year; once in the fall (August through November) and once in the winter (February or March). Council members are not paid for their volunteer service, however, their transportation and lodging are pre-paid and per diem is provided for food and other expenses under Federal travel guidelines.

# **Council Responsibilities:**

- Review and make recommendations to the Federal Subsistence Board on proposals for regulations, policies, management plans, and other subsistence-related issues;
- Develop proposals that provide for the subsistence harvest of fish and wildlife;
- Encourage and promote local participation in the decision-making process affecting subsistence harvests on Federal public lands;
- Make recommendations on customary and traditional use determinations of subsistence resources; and,
- Appoint members to National Park Subsistence Resource Commissions.

# Membership Criteria Who Qualifies?

- ✓ RESIDENT of the region member represents
- ✓ RESOURCE KNOWLEDGE Knowledge of the region's fish and wildlife resources
- ✓ SUBSISTENCE USES Knowledge of the region's subsistence uses, customs, and traditions
- ✓ OTHER USES Knowledge of the region's sport, commercial, and other uses
- ✓ LEADERSHIP SKILLS Leadership and experience with local and regional organizations
- ✓ COMMUNICATION SKILLS Ability to communicate effectively
- ✓ AVAILABILITY Willingness to travel to attend two or more Regional Advisory Council meetings each year (usually in October and February) and occasionally attend Federal Subsistence Board meetings.

"Sharing common values and developing solutions to resource problems helps to bridge cultures by developing trust and respect through active communication and compromise. Our meetings allow warm renewal of decades of friendships and acquaintances... Basically, membership on a Regional Advisory Council comes down to a lot of hard work, mutual respect, willingness to compromise, and a sense of humor. As a result, one develops the ultimate satisfaction of being able to help folks you care about."

- Pat Holmes, Council member, Kodiak/Aleutians Regional Advisory Council

# **Application Timeline**

Feb 28, 2022	Deadline for submitting membership applications and nominations.
Mar - May, 2022	Regional panels conduct interviews, then meet to rank and rate candidates.
Jun - Aug, 2022	Interagency Staff Committee and Federal Subsistence Board reviews panel reports and develops recommendations.
Aug, 2022	Concurrence gained of the Secretary of Agriculture.
Sep - Dec, 2022	Secretary of the Interior reviews recommendations and conducts vetting of nominees.
Dec 2, 2022	Secretary of the Interior issues appointment letters.

# **Subsistence Council Coordinators**

The Subsistence Council Coordinators facilitate the work of the Regional Advisory Councils and serve as the primary contacts for the Councils. They are:

# Southeast, Region 1 and Southcentral, Region 2:

DeAnna Perry, Juneau (907) 209-7817; fax: (907) 586-7877

e-mail: deanna.perry@usda.gov

# Western Interior, Region 6 and Seward Peninsula, Region 7:

Karen Deatherage, Fairbanks

(800) 478-1456 or (907) 351-0083; fax: (907) 786-3898

e-mail: karen deatherage@fws.gov

# Yukon-Kuskowkwim Delta, Region 5 and North Slope,

Region 10:

Eva Patton, Anchorage

(800) 478-1456 or (907) 444-4851; fax: (907) 786-3898

e-mail: eva patton@fws.gov

## Kodiak/Aleutians, Region 3 and Bristol Bay, Region 4:

Katerina Wessels, Anchorage

(800) 478-1456 or (907) 786-3885; fax: (907) 786-3898

e-mail: katerina wessels@fws.gov

#### Eastern Interior, Region 9:

Katerina Wessels, Anchorage

(800) 478-1456 or (907) 786-3885; fax: (907) 786-3898

e-mail: katerina wessels@fws.gov

## Northwest Arctic, Region 8:

Katerina Wessels, Anchorage

(800) 478-1456 or (907) 786-3885; fax: (907) 786-3898

e-mail: katerina wessels@fws.gov

# Federal Subsistence Board

The Federal Subsistence Board is the decision-making body that oversees the Federal Subsistence Management Program. It is made up of the regional directors of the U.S. Fish and Wildlife Service, National Park Service, Bureau of Land Management, Bureau of Indian Affairs, the U.S. Forest Service as well as three public members appointed by the Secretaries of the Interior and Agriculture: two represent rural subsistence users and one is the Federal Subsistence Board chairman. The Secretaries have delegated the authority to manage fish and wildlife for subsistence uses on Federal public lands and waters in Alaska to the Federal Subsistence Board. Federal Subsistence Regional Advisory Council recommendations on the harvest of fish and wildlife receive deference in Board deliberations.

# **Completing the Application**

It is crucial that you complete as much as possible of the application/nomination

**form.** Provide your full legal name, as much contact information as possible, and your date of birth. All of this information is very important for completing your application process and in assisting the Secretaries of the Interior and Agriculture in making their final decision. If you are nominating someone to serve on a Regional Advisory Council, you should inform that individual that you are planning to nominate them in order to ensure that they are interested in serving.

Here are some tips on how to answer some of the more detail-oriented questions in the application/nomination form.

For each of the following questions, as applicable, make sure to state how many years experience you have or how many years of knowledge you have, and how you obtained that experience or knowledge.

Knowledge of fish and wildlife resources in the region. For question No. 1, be as specific as possible as to what fish, shellfish and wildlife you are familiar with in your region and what you know about them. Include what sort of uses you participate in and what species you harvest.

# Knowledge of subsistence customary and traditional uses of resources in region.

For question No. 2, describe what customary and traditional uses you are familiar with, how you learned them, how you process your harvest, and if and how you share your traditional knowledge with others.

Knowledge of sport and commercial uses of fish and wildlife resources in region. For question No. 3, please describe your experience or knowledge in commercial and/or sport fishing and hunting, what species you take, whether you guide hunting and/or fishing clients, and for what species. Identify whether your knowledge is based on personal experience or from what you have learned from others.

Participation in meetings regarding fish and wildlife resource issues. For question No. 4, identify what type of meetings you have attended, how many meetings you have attended, and for how many years. Also describe your level of involvement at those meetings, and whether you represented another organization at those meetings.

Participation in councils, boards, committees or associations. For question No. 5, provide the complete names of any of these types of organizations you have participated in, any offices or positions held, and how many years you participated in the organization. Identify any awards or recognition you may have obtained while serving with these groups.

**Communicating information back to people of your region.** For question No. 6, describe in detail your ideas on how you would share information you have learned at the Regional Advisory Council meetings back to the people of your region.

Use of Federal public lands for hunting, fishing and trapping. For question No. 7, identify which Federal public lands you use, and provide as much detail as possible how you use these public lands; for example, describe what fish you catch and what methods you use.

Once you have completed the application, please submit it to the Office of Subsistence Management to the address indicated on page 2 of this pamphlet. If you choose to fax in your application, please also mail in the original application. Fax copies do not always come through clearly in the transmission.

# **Important Considerations**

An applicant/nominee must be a resident of the region the Council represents.

An applicant/nominee must be willing to travel at least two times a year, for 3-5 days at a time, to attend Regional Advisory Council meetings.

# Information about the Application Process

#### Overview

Every autumn, the Office of Subsistence Management opens the application process for people interested in serving on 1 of 10 Regional Advisory Councils in Alaska. Applications are distributed via mail and available at all Council meetings, Alaska Federation of Natives conference and on the Federal Subsistence Management Program website at www.doi.gov/subsistence. A person may apply to serve on the Council or be nominated by another individual or an organization. Applications may be mailed, faxed or emailed using the contact information provided on this flyer.

# How an Application/Nomination is Processed

- 1. Once the application period is closed, all applicants are sent a letter acknowledging receipt of their application and an explanation of the next steps in the process.
- 2. For each of the 10 subsistence regions, an Interagency Nominations Review Panel (Panel) is created to process the applications. Each Panel consists of Federal staff from the agencies most active in that region, including the U.S. Fish and Wildlife Service, Bureau of Indian Affairs, National Park Service, Bureau of Land Management, and U.S. Forest Service. The Panel is chaired by the Subsistence Council Coordinator assigned to that region. The Panel performs the following functions:
  - a. Interview applicants/nominees and references or regional key contacts to learn more about the candidate's knowledge and experience. Interviews are conducted in February through April each year. The Panel creates a short biography based on the information gathered from the interview and the submitted application form.
  - b. The Panel meets by mid-May to discuss the candidates for that region, score the candidates based on the five criteria established by the Board (listed previously), and then rank the candidates based on their final score. The candidate with the highest score is ranked first, the second highest is ranked second, and so on.

- c. The Panel then submits a written report to the Interagency Staff Committee (ISC) with recommendations for appointment to the Council.
- 3. The ISC meets in June or July to consider the recommendations from the 10 Panels. In addition to the five criteria considered by the Panels, the ISC considers gender and geographic diversity within the Council membership. The ISC then submits its recommendations to the Board.
- 4. The Board meets in July or August to consider the recommendations of the ISC. The Board then develops its nominations to forward to the Secretary of the Interior, with the concurrence of the Secretary of Agriculture, for appointment to the Councils. That information is transmitted to the Secretary of the Interior in August each year.
- of the Interior receives the names and contact information of all nominees and begins a vetting process that includes examination of State and Federal citations and convictions. Sometimes, even though a candidate was considered qualified by the Board, a candidate is disqualified as part of this vetting process. When a candidate is disqualified by the Secretary of the Interior, the reason for disqualification is not provided to the Federal Subsistence Board or U.S. Fish and Wildlife Service, Office of Subsistence Management. After vetting is completed, the Secretary of the Interior issues appointment letters, which are typically signed on December 2.

# Confidential process

The information provided by all applicants and nominees is governed by The Privacy Act and is protected from release. All aspects of this nominations process, from who has applied to the vetting process, are kept strictly confidential.



# APPLICATION/NOMINATION FORM Federal Subsistence Regional Advisory Council Membership



APPLICANT'S FULL	NAME:			
MR./MRS.:				
	FIRST	MIDDLE	LAST	
			Contact Information: Home: (907) Work: (907) Fax: (907) E-mail:	
			Birthdate:	
reside in the region the	ey represent.)		residence? (Please note that members must	
1) Describe your (or	nominee's) kn	owledge of fish a	and wildlife resources in the region.	
2) Describe your (or region.	nominee's) kn	owledge of custo	omary and traditional uses of resources in	ı the
3) Describe your (or fish and wildlife reso	nominee's) kn urces in the re	owledge of sport gion.	t, guided sport, commercial, and other us	es of

4) <b>Do you (or nominee) participate in meetings on fish and wildlife issues</b> (for example, meetings of State fish and game advisory committees, Federal subsistence regional advisory councils, commercial or sport hunting or fishing organizations, marine mammal commissions, tribal or corporation resource use groups, caribou working groups, subsistence resource commissions, coastal resource service areas, waterfowl conservation committees)? <b>If so, please describe your (or nominee's) involvement.</b>
5) Have you (or nominee) served in an official capacity on councils, boards, committees, or associations within the past 10 years? If yes, please describe the role you served while working with these groups (i.e. Chair, Vice Chair, member).
6) The seat you are applying for represents users throughout the region. How would you (or nominee) find out about fish and wildlife concerns people have and get information back to those people?
7) Do you (or nominee) use Federal lands for hunting, trapping, fishing, guiding o transporting, gathering, teaching of traditional knowledge, or other use of fish and wildlift resources? If yes, please describe which Federal lands you use.
8) Will you (or nominee) travel to and attend Regional Advisory Council meetings at least two times each year? (Regional Advisory Council meetings are usually held in August-October for fall meetings and and February-March for winter meetings. Transportation and lodging are prepaid; per diem is provided for food and other expenses.)
Yes No
9) Are you (or nominee) willing to attend Federal Subsistence Board meetings occasionally? (Board meetings are usually held in January or April. Transportation and lodging are prepaid; per diem is provided for food and other expenses.)
Yes No

Page 2 of 4

commercial/spo	dvisory Council membership should re ort interests. Regional Advisory Council s oort representatives. You (or nominee) m	flect representation of subsistence and seats are designated for either subsistence use ust choose one or the other.
	subsistence con	nmercial/sport
If you are nomir organization.	nating the applicant, please provide yo	ur name, your title, and your
Your Name and	Title	Organization
Reference Cont most current pho	acts: Please include three references an one numbers available. If you wish, you m	d their contact information. Please provide the aay also submit letter(s) of recommendation.
Name: Organization:		Home: (907)
Address:	Zip:	 Work: (907) E-mail:
Name: Organization: Address:	Zip:	Contact Information: Home: (907) Work: (907)
Name: Organization: Address:	Zip:	Contact Information:
I certify, to the I	pest of my knowledge, that all statemen	The state of the s
Signature		Date
Please note: All be considered	l applications must be signed in ink. N complete without a signature.	o application or nomination will

Page 3 of 4

#### **NOTICES**

#### PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the Alaska National Interest Lands Conservation Act; 36 CFR 242 and 50 CFR 100.

**Purpose:** The applicant's information will be used to evaluate their qualifications and experience for the potential selection to serve as a member on one of the Federal Subsistence Regional Advisory Councils.

**Routine Uses:** The Federal Subsistence Board will use the provided information to make recommendations to the Secretaries of Interior and Agriculture for the appointment of members to the Federal Subsistence Regional Advisory Councils. More information about routine uses can be found in the System of Records Notice, Permits System, FWS-21.

Disclosure: Providing the information is voluntary, but required to obtain or retain a benefit.

#### PAPERWORK REDUCTION ACT STATEMENT

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), the U.S. Fish and Wildlife Service collects information necessary to make recommendations to the Secretaries of the Interior and Agriculture for appointment of members to the Federal Subsistence Regional Advisory Councils. It is our policy not to use your name for any other purpose. Your response is voluntary, but is required to obtain or retain a benefit. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned Control No. 1018-0075.

#### **ESTIMATED BURDEN STATEMENT**

We estimate public reporting for this collection of information to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Collection Clearance Officer, Division of Policy, Performance, and Management Programs, Fish and Wildlife Service, MS: PRB (JAO/3W), 5275 Leesburg Pike, Falls Church, VA 22041-3803, or via email at Info\_Coll@fws.gov. Please do not send your completed form to this address.

# **Business/Economy**

# Fishery council approves new restrictions on Bering Sea trawl fleet's incidental take of halibut

By Hal Bernton, The Seattle Times

Updated: 1 hour ago Published: 1 hour ago



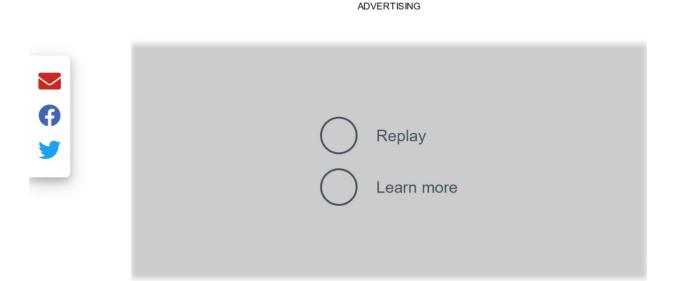


Trawl fishery boats in Dutch Harbor, Alaska (NOAA Fisheries)

SEATTLE -- A federal fishery council vote Monday could set the stage for future cuts of up to 35% in the incidental halibut take of a largely Washington-based trawl fleet that targets yellowfin sole and other flatfish.

The high-stakes 8-3 vote in an online meeting by the North Pacific Fishery Management Council is likely to result in a big financial hit to this fleet of 19 bottom-trawl vessels. The fleet's annual \$350 million in revenue could be reduced by up to \$110 million if halibut stocks are found in surveys to be in very low abundance, according to industry

**RETURN TO TOP** 2 of 11 12/14/2021, 8:24 AM The council action followed several days of often emotional testimony in an ongoing fisheries battle over the scope of the trawlers' catch of a revered flatfish — found off the West Coast, British Columbia and Alaska — that surveys indicate have largely been in decline during the past 15 years.



In 2019, the bottom-trawl fleet's incidental take, or bycatch, of halibut tallied nearly 3.1 million pounds as vessels used huge nets to scoop up 635.4 million pounds of yellowfin sole and other flatfish. For the trawl fleet, these halibut are a prohibited species and must be jettisoned overboard.

Some of those trawl fleet's halibut discards survive. But in 2019, 1.4 million pounds' worth of halibut did not survive the nets. And over the years, the scope of these discards has angered tribal, sport and commercial fishers who land these fish with hook-and-line gear.

# [Bering Sea fishermen press North Pacific Council on halibut bycatch]

The bottom-trawl fleet's current cap is a fixed amount that does not vary from year to year. If the fleet reaches that cap, the vessels must stop fishing. The council lowered that cap by 25% in 2015 and the fleet has stayed under the limit. But that action did not quell the movement to further lower trawl discards.

RETURN TO TOP 3 of 11 12/14/2021, 8:24 AM

Opposition has flared among halibut fishers in the Northwest and Canada, and has been very intense in Alaska coastal communities.

Halibut fishers have seen their own quotas shrink and have demanded that the trawl fleet's halibut take also come down. In many Alaska costal communities, halibut is often both an important local food source and also a significant source of revenue when sold for processing and delivery to seafood markets in the United States and elsewhere.

ADVERTISING



"Halibut bycatch must be reduced immediately," said Simeon Swetzoff Jr., a former mayor of St. Paul in Alaska's Pribilof Islands and a Bering Sea halibut fisher who has long lobbied to limit the trawl discards.

[Alaska lawmakers in both parties demand action on excessive fisheries bycatch]

In the Bering Sea region, the amount of halibut last year thrown overboard by the trawl fleet exceeded the amount caught by hook-and-line fishers. In his council testimony,

RETURN TO TOP 4 of 11 12/14/2021, 8:24 AM to avoid halibut hot spots and deck-sorting to more quickly return halibut to the sea. They are doubtful they can make further reductions to comply with the council action, which could reduce their discard quotas by up to 35% in years when surveys indicate halibut are in very low abundance.

"We are shocked that the council made this decision, and come to this conclusion," said Chris Woodley, executive director of the Groundfish Forum, which represents the bottom-trawlers known as the "Amendment 80" fleet.

**(f)** Woodley said that the fleet is a huge provider of frozen fish protein. Much of that fish is

exported to Asia but it includes fillets marketed as flounder skinless fillets that can be found in U.S. supermarkets. He said the action will hit hard not only boat owners but also some 2,200 crew who catch and process this fish.

Industry officials say that they would likely have to tie up their boats long before their total flatfish quotas are caught. That could result in this fleet providing up to 200 million less fish meals, according to statement released by the Groundfish Forum.

Woodley noted that an analysis by council staff found that the overall "net benefits to the nation" from this action would be negative. He said no decision has been made by his group about whether to eventually pursue legal action over the council's action.

The council, with 11 voting members, was formed by congressional legislation and is empowered to come up with harvest rules that are then put into final form by National Oceanic and Atmospheric Administration Fisheries.

The council is composed of fishing industry as well state and federal officials, with Alaskans controlling the biggest share of the voting seats on the council.

Alaska council members who voted in favor of the message were joined by one Washington state council member and a federal representative.

RETURN TO TOP 5 of 11 12/14/2021, 8:24 AM abundance were accurate enough to put this new rule into action.

"No changes to this framework would make this defensible and actually functional," Tweit said during the council meeting. In his remarks, Tweit also said that the current conservation management is capable of maintaining adequate stocks of spawning halibut.





**Prostate Cancer Signs - Many May Wish They Identified Sooner** 

Prostate Cancer | Search Ads

The Hard Truth and Good News About Long Lasting Heart Failure

The New Yorker

Here Are 23 of the Coolest Gifts for This 2021

**TrendingGifts** 

**Click Here** 

Sponsored Links by Taboola

Intimissimi shares supremely gorgeous gifts for the season

Vogue

Mature Trainer: This Is What "Ripped" Old Guys Do Differently (Genius!)

**Power Life** 

6 of 11 RETURN TO TOP



December 15, 2021

Forest Supervisor M. Earl Stewart 648 Mission Street Ketchikan, AK

Email: marvin.stewart@usda.gov

RE: Alaska Mental Health Trust Land Exchange Act of 2017, Reciprocal Easements

Dear Earl,

Thank you for the opportunity to comment on the reciprocal easements that are being finalized as a result of the AMHT Exchange Act of 2017.

I would like to submit the following comments on behalf of the City of Craig regarding the exchange lands near Naukati, Alaska here on Prince of Wales Island.

As you are likely aware, residents of all Prince of Wales Island communities extensively use the road system on Prince of Wales for a number of sport, commercial, recreation, and subsistence activities. Section 4 (d) (2) requires public access for all reciprocal easement granted under the Act.

The City of Craig would request that easement language is clear as to the right of the public to access these road easements for both motorized and unmotorized access and that any closures of roads on easement granted under this Act are coordinated with Prince of Wales Island communities prior to closures when possible. The City of Craig also request that maintaining these road easements does not create additional road closures due to road inventory amounts.

Thank you for your consideration in this matter.

Sincerely,

Brian Templin

Craig City Administrator



File Code: 5400

Date: December 13, 2021

Dear Interested Party,

As part of the Alaska Mental Health Trust (AMHT) Land Exchange Act of 2017, the U.S. Forest Service and the AMHT will be exchanging reciprocal easements for access to parcels each party acquires in the exchange. The Forest Service will be granting a perpetual easement to AMHT on approximately 12 miles of National Forest System roads that provide access to AMHT parcels. In addition, the Forest Service will be acquiring approximately 7 miles of easements from AMHT, including easements with an expiration date of 2027 to access multiple research study plots that were themselves reserved as easements until 2027 (Naukati commercial thin study plot, POW Yaktuk study plot, Revilla George study plot, Sarkar study plot), an easement with an expiration date of 2032 to access one research study plot that was itself reserved as an easement until 2032 (POW Naukati study plot), and a perpetual easement for multiple roads (2000642, 2057220, 2059000, 2059300). All roads and road segments identified for reciprocal easements are identified in the attached maps of the Naukati and Shelter Cove areas. Roads identified as "Reserved" on the maps are those for which the United States has reserved rights for public access.

The Federal action to exchange reciprocal road easements is nondiscretionary as described in the Alaska Mental Health Land Exchange Act of 2017:

- (d) Reciprocal Road Easements.—
- (1) In General.—The Secretary and the Alaska Mental Health Trust shall exchange at no cost reciprocal easements on existing roads as necessary to access the parcels each party acquires in the exchange.
- (2) Public Access.—The reciprocal easements exchanged under paragraph (1) shall provide for public access.
- (3) Cost share agreement.—The Secretary and the Alaska Mental Health Trust may enter into a separate cost-share agreement to cover the cost of road maintenance with respect to the reciprocal easements exchanged under paragraph (1).

Although this action is considered nondiscretionary, Forest Service staff have reviewed the roads for any extraordinary circumstances associated with the easements and have found none. The Forest Service is sharing this information with interested parties and organizations to ensure that the public is kept informed and to seek any additional information that may need to be considered. Many of the roads were constructed to access lands managed for timber and will continue to be used to access and manage the timber resource, including for timber removal.

If you have any information that would help inform the Forest Service as to the condition of the lands underlying the easement areas, please contact me at <a href="marvin.stewart@usda.gov">marvin.stewart@usda.gov</a>. I would appreciate any response by December 24, 2021.

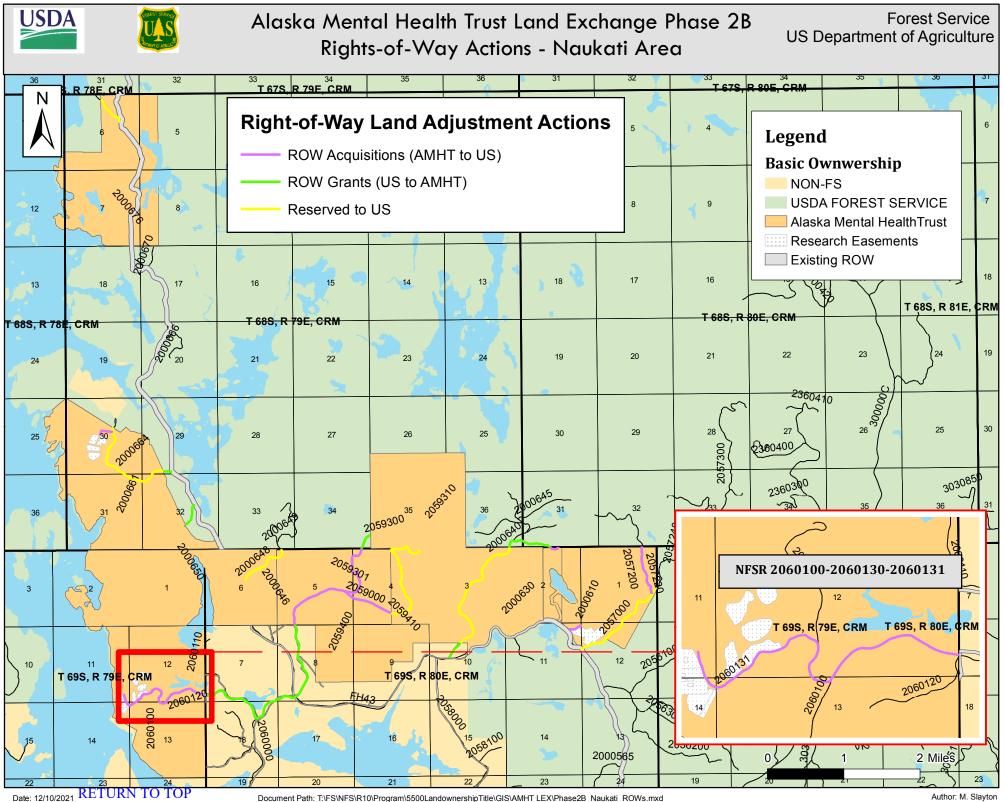
Sincerely,

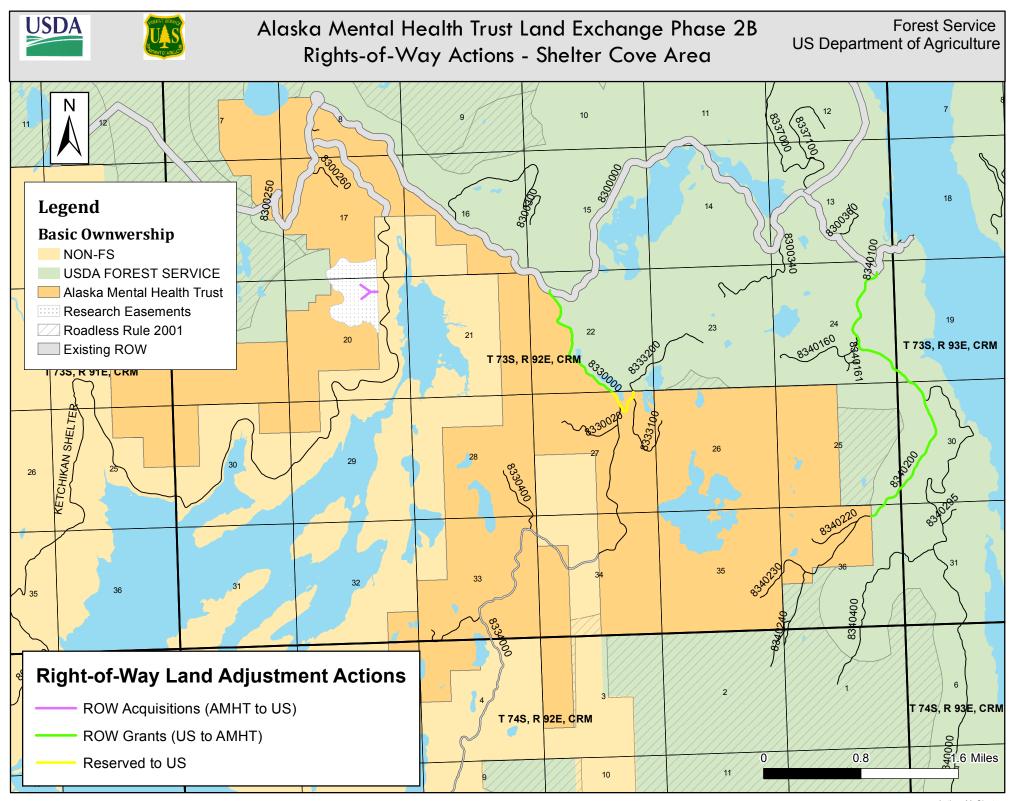
Forest Supervisor, Tongass NF

Enclosure









# **CITY OF CRAIG**

Account Statement - Period Ending November 30, 2021

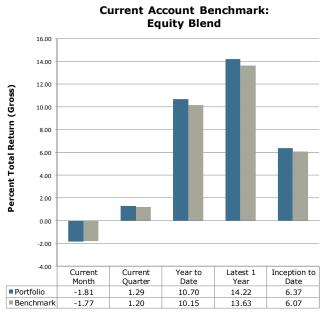


### **ACCOUNT ACTIVITY**

Portfolio Value on 10-31-21	16,347,437
Contributions	0
Withdrawals	-4,087
Change in Market Value	-304,041
Interest	8,279
Dividends	0

Portfolio Value on 11-30-21 16,047,588

#### **INVESTMENT PERFORMANCE**



Performance is Annualized for Periods Greater than One Year

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

## **MANAGEMENT TEAM**

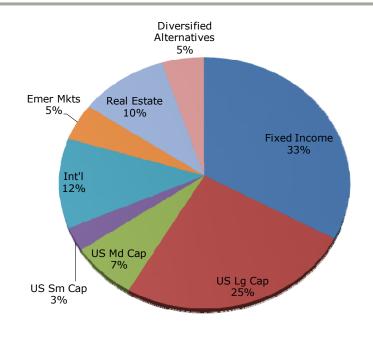
Client Relationship Manager: Blake Phillips, CFA®

Blake@apcm.net

Your Portfolio Manager: Bill Lierman, CFA®

Contact Phone Number: 907/272 -7575

## **PORTFOLIO COMPOSITION**





# Department of Environmental Conservation

DIVISION OF WATER Alaska Pollutant Discharge Elimination System Program

> PO Box 111800 Juneau, Alaska 99811-1800 Main: 907.465.5180 Fax: 907.465.5070

December 21, 2021

Subject: **Early notification** of wastewater discharge permit for AK0053708 – Niblack Project Wastewater Treatment Facility

Dear Local and Tribal Government Leaders:

The Alaska Department of Environmental Conservation (DEC) is developing an Alaska Pollutant Discharge Elimination System (APDES) individual permit AK0053708 (Permit). This permit would regulate wastewater discharges from Niblack Project Wastewater Treatment Facility (see Figure 1).

#### **Background Information**

The Niblack Project (Niblack Mine) is a hard rock mine generating potentially acid generating (PAG) waste rock and drainage from the mine adit as a result of exploring for and mining silver, gold, and other metals and is owned by Heatherdale Resources Ltd. The mine is located in Niblack Anchorage, in Moira Sound, on Prince of Wales Island.

The Niblack adit is currently comprised of approximately 2500 feet, expandable to 6000 feet of underground drift development (adit) to provide access for continued exploration drilling on the Lookout and Mammoth massive sulfide mineral zones.

#### **Description of Discharge**

Heatherdale Resources Ltd. proposes to continue exploration drilling and eventually mine the afore mentioned metals. Discharges from the mine adit will be discharged into a two-pond treatment. Runoff water from the PAG is discharged into a separate treatment pond. Both treated discharges will flow to the Outfall 001 discharge pipe into Niblack Anchorage. The discharge to Niblack Anchorage through Outfall 001 and accompanying mixing zone replaces a land application system cited in the current permit.

The pollutants of concern anticipated to be monitored and controlled include: copper, TSS, pH, cadmium, lead, mercury, zinc and ammonia. The discharge shall also be monitored for whole effluent toxicity (WET). The discharge will have a mixing zone to prevent an exceedance of water quality criteria.

### Opportunities for tribal and local government participation in this permitting decision

DEC recognizes rural Alaska has unique needs and considerations with regard to wastewater discharges and strives to issue permits that reflect a full understanding of local conditions. This letter is intended as an **early notice** to assist you in determining whether your community may be affected and inform you of the opportunity to provide traditional, cultural, or other local information that DEC should consider when drafting this APDES permit. DEC would like to know how your area and resources may be affected by this permitting action.

#### **Next Steps**

After the permit is drafted, there will be a **10 day applicant review period** of the preliminary draft permit. Following the applicant review period, there will be a **30 day public review and comment period**. I will provide a copy of the public notice for the permit by mail or e-mail at the start of the public comment period. After the public review and comment period, there will be a **5 day applicant review period** of the final draft permit before the permit is issued.

If requested, I can also provide notice of the preliminary draft and proposed final applicant review periods. Due to the short timeframes for those reviews, notices are sent by email or fax. Please provide an e-mail address or fax number if you would like to receive notices for the preliminary draft and proposed final applicant review periods.

If you would like more information or would like to provide DEC with information about this permit, please do not hesitate to contact me at (907) 465-5272 or at <a href="mailto:gina.shirey@alaska.gov">gina.shirey@alaska.gov</a>. For technical questions about the permit, you may also directly contact the permit writer, David Khan, by phone at (907) 465-6855, or via email at <a href="mailto:david.khan@alaska.gov">david.khan@alaska.gov</a>.

Sincerely,

Gina Shirey

Local and Tribal Government Coordinator

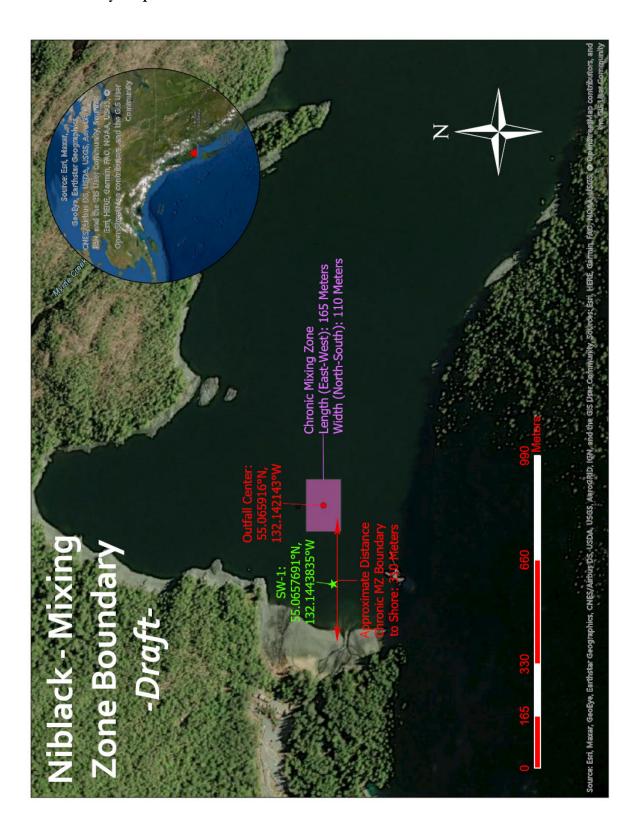
Enclosure: Figure 1: Area Vicinity Map

Tribal Involvement in the Permitting Process postcard

cc: Potentially Affected Local Governments

Potentially Affected Federally-recognized Indian Tribes

Figure 1: Area Vicinity Map



# CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Brian Templin, Craig City Administrator

Date: December 15, 2021

RE: Capital Improvement Projects - Resolution 22-01

Attached you will find Resolution 22-01. The resolution identifies the city's capital project priorities for 2022.

The council annually adopts a capital projects resolution to guide staff in prioritizing projects and capital funding reqests. Listing out city priorities is useful in identifying what projects are important to Craig. This resolution provides guidance from the council to staff on what projects to commit time and resources to. It also allows legislators to match local priorities with existing or proposed funding programs.

Based on the approved list of capital projects, staff will work on project submissions for the state legislature and the congressional delegation (usually due in February/March). Craig has been fortunate in past years to receive capital project funding through the state legislative budget process, through federal direct appropriations and through a variety of state and federal grant programs. Those projects were funded from lists provided to the state from prior year resolutions. Due to the state's fiscal position the last several years the city has not received any new direct legislative grants for capital projects. The governor's office and legislature have indicated that they may be open to more capital projects than we have seen in the past few years. There may also be additional federal funding available through the recent bipartisan infrastructure bill passed by Congress on November 6<sup>th</sup> and the American Rescue Plan Act (ARPA) bill passed earlier this year.

The council may choose to edit project titles, discuss or edit project estimates, and move projects up or down the priority list on the resolution. The resolution is generally intended to show the priority of projects for the year but it is not uncommon for specific funding opportunities to arise during the year or for staff to target funding requests to specific projects regardless of where they fall on the project resolution.

## Projects:

1. Development of Cannery Property & Craig Harbor - \$12,500,000. This project includes the non-federal share for construction of the new harbor breakwaters, harbor float system, utility upgrades related to the harbor construction, and some of the upland improvements. Design for the breakwaters should be complete by the end of CY2021 and if federal funding is in place, construction will start in 2022. In the absence of outside non-federal funding, the city council has identified cash on hand and the city's endowment fund as source funding for the non-federal share of the breakwaters. The bulk of the \$12.5 million funding item includes the harbor improvements, utilities, upland improvements, roads/access, etc. The city should consider appropriation of funds for the purpose of harbor design in order to bring the project to a "shovel ready" status in light of potential state and federal infrastructure funding.

- 2. Public Safety Building Siting and Design \$100,000. There has been some discussion of a multi-agency public safety building located in Craig to provide space for Craig PD, Alaska State Troopers, the Craig Jail, the court, and/or other public safety agencies. This project would provide for initial concept design work, scoping and siting.
- 3. Firehall/EMS Building Construction \$5,000,000. In 2015 the city completed design for a new firehall/EMS building to replace the existing firehall and EMS office. The new building would contain office space, five vehicle bays, backup power, a training room, equipment storage, and sufficient parking. The new building will be located behind Thompson House along Cold Storage Road. This project includes construction of the new building.
- 4. Public Works Heavy Equipment Purchase \$500,000. In FY2021 the city purchased (through financing using endowment fund earnings) a new dump truck with a plow and sander; a new garbage truck; and a new excavator. This project may include aspects of using grant funding to pay for these purchases 9if available) and purchasing additional new equipment such as a replacement for the side load garbage truck.
- 5. Public Works Tract P Development \$400,000. This project includes the design and construction of additional vehicle bays in the Public Works Yard as well as sitework and further development of the Tract P property.
- 6. Library Expansion Scoping \$50,000. This project includes completing the process to determine if renovation of the existing facility is feasible or if a new library facility is needed and to determine the location and property required for a renovated/new facility. This project also includes completion of a preliminary concept design for the renovated/new library facility.
- 7. POWER Building Renovation/Construction \$50,000. This project includes a number of upgrades/renovations to the building that POWER currently occupies.

  Upgrade/renovation projects include stairways, etc. POWER has recently entered into a construction agreement and is purchasing materials to replace the existing roof.
- 8. Water System Upgrades \$2,500,000. The city has a number of projects related to upgrading the city's water treatment and distribution system. These projects include:
  - Increasing chlorine contact efficiency by baffling the current contact chamber, realigning the input of alum into the treated water, and making other changes to the water treatment system in order to generally increase the treated water production capacity at the treatment plan.
  - Demolition of the Spruce Street water tank to remove this unused tank from the system completely.
  - Design/engineering/construction of a new raw water transmission line (from North Fork Lake to the treatment plan) and treated water transmission line (from the water treatment plan to the steel storage tank) line upgrades and replacement.
  - Pump replacements and upgrades throughout the system.
- 9. Wastewater Treatement Plant Upgrades \$450,000. The treatment plant roof is in poor condition. The bulk of this project budget is for replacement of the roof and associated HVAC systems related to the roof replacement. This project also includes the purchase and installation of a backup power generator for the Wastewater Treatment Plant.
- 10. Aquatic Center Repairs, Upgrade, and Expansion \$500,000. In July 2014 Jensen, Yorba, Lott completed a condition assessment of the pool. This condition assessment identified several million dollars worth of upgrade and renovation projects. The most

- critical projects included the roof and mechanical systems. In 2016 the city completed about \$2 million worth of work that included a new roof and replacement of most of the mechanical (heating) system. The city has continued to make additional improvements as time and finances have allowed. The city has also completed refinishing the lap pool and kiddie pool basins and replacing the propane boilers. The funding identified by this project will be used to upgrade/expand the facility's fitness area. This program is popular with the public but is undersized for the variety of demands.
- 11. Micro Hydro Generator at Water Treatment Plant \$285,000. This project includes the design and installation of a micro hydro generator inline with the raw water line near the city's water treatment plant. This generator would provide most of the power needed by the water treatment facility and by the SSRAA hatchery facility co-located with it.
- 12. Skateboard Park \$400,000. This project includes the design and construction of a new park facility with an emphasis on usability by skateboards. The park design would include hard basins and other features common to skateboard parks. The council set aside a portion of Tract D near Crab Bay for the project. A group of skatepark users are currently working on concept designs and will work with the planning commission when they are ready to begin early designs for the project.
- 13. Bridge Structures Inspection and Upgrade \$150,000. The city currently owns/maintains three bridges: False Island, Dog Salmon Creek (on PSN Road) and a bridge on the road leading to the city dam at North Fork Lake. The Dog Salmon Creek bridge is fairly new and the False Island Bridge is in good shape. The log stringer bridge on the road to the dam was inspected within the past several years and is in usable shape. Public works is currently working on a project for a log culvert replacement with an arch pipe, large culvert or short bridge.
- 14. Wastewater Collection System (Lift Station Replacement) \$950,000. The city maintains a number of lift stations throughout Craig. These stations are collectors at low points of the wastewater collection system. The lift stations collect wastewater and pump (force) the wastewater to the treatment plant. Several of the stations that the city maintains are aging (some past their expected lifespan). There are no major issues with existing stations but a regular scheduled maintenance and replacement plan is important. Currently the city has identified three stations that should be replaced. This project also includes pump and other equipment upgrades and replacement.
- 15. Complete Phase II Improvements in Klawock Airport Master Plan \$25,000,000. In 2006 the State of Alaska completed the Klawock Airport Master Plan. This plan lays out projected improvements for 20 25 years. The state has been steadily making improvements to navigation and facilities at the airport which have helped facilitate additional air carriers and routes and facilities at the airport. This project really encourages the state to continue to seek funding specifically for upgrading the Klawock Airport.
- 16. Craig-Klawock Separated Bike Path \$4,100,000. This project includes the design and construction of a separated bike/pedestrian path from the Craig High School to Klawock. This would essentially be an extension of the existing separated bike path in Craig. This project has been on the Craig Tribe's work plan on and off over the past 20 years and the city has provided support and assistance with the project.

- 17. Connect Craig Tribal Hall to Wood Boiler \$500,000. This project includes design and construction to connect the existing wood fired boiler to the Craig Tribal building to supplement/replace use of fuel oil for heating.
- 18. Community Quota Entity Quota Share Purchase \$150,000. The City of Craig completed their application to be a Community Quota Entity in 2004. This allows the city to purchase and lease Halibut and Sablefish IFQ and lease it to local fishermen. The program did not contain any financing for quota shares, just the opportunity for the community to retain some quota in the community. Staff prepared a business plan for the council after the CQE was formed. The business plan shows that significant cash input would be required to allow purchase (even if a portion was financed). This project would provide funds that could be leveraged to purchase quota share to be held by the CQE and leased to local fishermen.
- 19. Upgrade and Expand Boat Launch Area at Industrial Park \$200,000. This project includes the design and construction of a second (parallel) or expanded launch ramp at False Island. This would expand the capacity for launching small craft and would enhance the ability of the city owned boat haulout trailer to launch and recover vessels using the ramp.
- 20. Float Plane Terminal Access and Parking \$500,000. This project would include the land acquisition, design, and construction of new access to the float plane terminal from Water Street that would avoid the multiple 90 degree turns to reach the terminal. There are a number of access points from Water Street that would be logical to use as starting points. The project also includes potential purchase of additional land and development of expanded parking at the terminal.
- 21. Child Development/Daycare Center \$100,000. The council requested that an item regarding daycare/child development be added to the CIP list for 2020. This project would include investigation, initial concept design, and siting discussions for a facility to potentially house the Craig Childcare Center, Head Start, and/or other daycare/child development activities.
- 22. Covered basketball court at City Gym \$350,000. The council asked staff to begin research on installation of a covered area at the City Gym outdoor basketball courts. This project would include design and construction of an open metal structure over one or both basketball courts at the City Gym.
- 23. Biomass Boiler Replacement \$800,000. The city currently operates a biomass boiler at the aquatic center that supports the center and the middle/elementary school campus. This boiner has been operating for more than ten years and will likely need to be replaced in the next few years. Staff will work on identifying funding for design and installation of a new boiler in the building.

### Recommendation

The council should discuss the priority of items shown on the attached resolution. The council may also add, delete,or modify items as it wishes. After council discussion the council should move to adopt Resolution 22-01.

# CITY OF CRAIG RESOLUTION 22-01

# **Establishing Capital Projects for 2022**

WHEREAS, the City of Craig Council annually prepares a comprehensive capital improvement program for the City of Craig; and,

WHEREAS, the United States Government and the State of Alaska annually prepare budgets and appropriate funds to local governments and state and federal agencies for the implementation of local and state capital improvement projects; and,

WHEREAS, the Craig City Council has identified certain capital improvement project priorities for the City of Craig for calendar year 2022.

NOW, THEREFORE, BE IT RESOLVED that the following projects, set forth in order of priority, are established as the City of Craig's top priorities for capital improvement projects for calendar year 2022:

<ol> <li>Development of Cannery property &amp; Craig Harbor</li> <li>Public Safety Building Siting and Design</li> </ol>	\$12,500,000 \$ 100,000
3. Firehall/EMS Building Construction	\$ 5,000,000
4. Public Works Heavy Equipment Purchase	\$ 500,000
5. Public Works Tract P Development	\$ 400,000
6. Library Expansion Scoping	\$ 50,000
7. POWER Building Renovation/Construction	\$ 50,000
8. Water System Upgrades	\$ 2,500,000
9. Wastewater Treatment Plant Upgrades	\$ 450,000
10. Aquatic Center Repairs, Upgrade and Expansion	\$ 500,000
11. Micro Hydro Generator at Water Treatment Plant	\$ 285,000
12. Skateboard Park	\$ 400,000
13. Bridge Structures Inspection and Upgrade	\$ 150,000
14. Wastewater Collection System (Lift Station Replacement)	\$ 950,000
15. Complete Phase II Improvements in Klawock Airport Master Plan	\$25,000,000
16. Craig-Klawock Separated Bike Path	\$ 4,100,000
17. Connect Craig Tribal Hall to Wood Boiler	\$ 500,000
18. Community Quota Entity Quota Share Purchase	\$ 150,000
19. Upgrade and Expand Boat Launch Area at Industrial Park	\$ 200,000
20. Float Plane Terminal Access and Parking	\$ 500,000
21. Child Development/Daycare Center	\$ 100,000
22. Covered Basketball Court at City Gym	\$ 350,000
23. Biomass Boiler Replacement	\$ 800,000

APPROVED: January 6, 2022.

	ATTEST
Tim O'Connor, Mayor	Tracey Jensen, City Clerk

# CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Brian Templin, City Administrator

Date: December 27, 2021

RE: American Rescue Plan Act Funding Appropriations

As the council is aware, the city is eligible for funds through the American Rescue Plan Act (ARPA). Funds for Craig are contained in two different pots, one calculated directly for municipalities and one for census areas outside of boroughs. We are scheduled to get \$304,637 from the first pot of money and \$401,620 from the second pot. Under ARPA the first half of each pot of money has already been released and the second half will be released 6-12 months later.

To date we have received \$353,128.51. These funds have been placed in a separate account at First Bank and can be moved to the city's general fund to reimburse the city for eligible expenses. A memo was provided to the council at the November 18<sup>th</sup> council meeting outlining potential uses of the funding. The council has appropriated about \$6,500 in funds for the Craig Child Care Center to offer premium pay. The center is on track to use those funds by the December 31 deadline.

From that list I have a handful of suggestions to get us started:

- 1. Appropriate up to \$50,000 to procure medivac insurance for one year, similar to the program approved by the council last year with CARES funding. If approved, I will solicit proposals from the same providers that we solicited last year and will work with the successful proposer to issue an agreement/contract for 12 months of medivac coverage for all Craig residents (those households residing within the Craig city limits).
- 2. Appropriate up to \$20,000 in FY22 (current fiscal year) and set aside an additional \$10,000 for FY23 (fiscal year starting July 1, 2022) for COVID 19 related supplies, protective equipment, and building modifications as needed. Money may be used until December 31, 2024, so it is appropriate to set aside some funds for the next fiscal year.
- 3. Appropriate \$100,000 in lost revenue replacement funds. Based on preliminary calculations, we are eligible for between \$150,000 and \$290,000 in lost revenue for calendar year 2020. We will likely be eligible for some additional funds for lost revenue for calendar year 2021. This is not the maximum amount of lost revenue funds that we are eligible for and we can revisit this line item later if we have unused funds we want to revisit.
- 4. Appropriate up to \$50,000 for design and implementation of a project to replace existing pumps and other water/wastewater infrastructure needed for water distribution and wastewater collection.
- 5. Appropriate up to \$100,000 toward replacement of the Wastewater Treatment Plant roof replacement. This project will likely use this \$100,000 and use the bulk of the second payments (when they are paid next year) to complete. The

initial \$100,000 will allow us to get started on the project and work on alternate funding sources (such as the Clean Water Revolving Loan Fund) that may be a good fit. If other funding sources don't work out, the balance of the project cost (about \$260,000) can be covered out of the remaining \$353,000 in ARPA payments scheduled for next year.

The existing appropriation to the child care center along with these appropriations/set asides will use the bulk of the current funding (approximately \$320,000 of the existing funds, leaving about \$18,000 in reserve. Funds from the additional payments scheduled for next year will still be available to complete projects like the Wastewater Treatment Plant roof, or for other projects as directed by the council.

The purpose of these appropriations/set asides is to allow staff to proceed on a number of eligible projects with available funding.

Recommendation: The council should discuss the suggested funding items and modify this list as appropriate. If the council supports the suggested projects then it should approve the list in whole, or as amended by the council.

Recommended Motion: I move to appropriate/set aside \$320,000 in available ARPA funds as shown above.

## CITY OF CRAIG MEMORANDUM

To: Mayor and Craig City Council From: Brian Templin, City Administrator

Date: December 10, 2021

RE: Appointment of Jeremy Crews and Reappointment of John Moots and Kevin

McDonald to the Craig Planning Commission

The Craig Planning Commission consists of five volunteer community members appointed by the mayor and ratified by the city council. We have one seat that has been vacant for about a year and two seats that expire at the end of January 2022. Past practice has been to reappoint commissioners who have done a good job and are interested in reappointment. The currently open seat will serve the remaining two years on the term. The two seats that expire in January will serve three year terms.

Jeremy Crews has submitted a letter of interest for the vacant position on the commission. Jeremy will serve the remainder of the vacant term which will expire January 31, 2024.

Kevin McDonald has served several terms and has done a good job on the commission. Mr. McDonald has asked to be reappointed for another term. His term will expire January 31, 2025.

John Moots has been a long time member of the commission and has also done a good job as a commissioner. Mr. Moots has requested reappointment for another term.

Per Craig Municipal Code 18.02.005 staff requested that the mayor appoint Jeremy Crews and reappoint John Moots and Kevin McDonald.

Recommendation: Confirm, by motion, the appointment of Jeremy Crews to fill a two year term and the reappointment of Kevin McDonald and John Moots to a three year terms on the Craig Planning Commission.

Recommended Motion: I move to make appointments to the Craig Planning Commission based on staff recommendations and the mayor's appointments shown above.

## CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Brian Templin, City Administrator

Date: December 28, 2021

RE: Purchase of New Excavator – Approve Lease/Purchase Agreement

In the current year budget the council approved an appropriation for \$66,000, to be drawn from the city's endowment fund, for the purchase of an excavator for Public Works. These funds were appropriated with the understanding that the equipment would be funded over three years.

Attached is the final agreement with NC Machinery/CAT financing on the excavator.

Recommendation: Review the attached agreement.

Recommended Motion: Move to authorize the City Administrator to approve the agreement with CAT Financing/NC Machinery for the purchase of a new excavator.

# **NEXT STEPS**



- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Once you receive a confirmation email stating all parties have signed, open your executed document package.
- The highlighted fields below will be populated with the account information you need to register your account with MyCatFinancial.

## **WELCOME TO MYCATFINANCIAL**

- Go to <a href="https://mycatfinancial.com">https://mycatfinancial.com</a>
  - Select your country and language
  - Click LOG IN or REGISTER your account

# TO REGISTER: - Contract Number 001-70060852 - Serial Number - Effective (commencement) Date

- Enjoy MyCatFinancial features. Including:
  - 24/7 access to accounts/contracts
  - Make/manage payments
  - Calculate payoffs
  - View invoices. tax information. & amortization schedules



## REGISTER FOR DIRECT PAY

It's fast. It's free. It's easy. Most importantly. It's safe.

- 1. Click the **MANAGE DIRECT PAY** tile on the home page of MyCatFinancial. You can also access through your profile in the top right corner.
- 2. Select the contracts you would like to register for Direct Pay and click ENROLL.
- 3. Enter your banking information for the auto-debit.
- 4. Direct Pay will auto-debit your bank account each month.



These documents were prepared especially for: CITY OF CRAIG P O BOX 725 CRAIG, AK 99921

Dealer: N C MACHINERY CO, H330 Contract Number 001-70060852 Transaction Number: 4249368

Comments:

Date: 12/09/2021 Time: 07:17:30 AM

Cus	tomer Executed Documents		Comments
	Governmental Lease Document		
	Insurance-Liability and Physical Damage		
	Advance Payment (cross out if N/A)		
	Guaranty of Payment (cross out if N/A)		
	Tax Exemption Certif. (cross out if N/A)		
	Title applied for (cross out if N/A)		
	Customer Information Verification		
	Any necessary Riders/Amendments		
	CVA DOC ADDENDUM TO FINANCE LEAD Doc Gen)	SE (Multiple CVA offers at	
	FINAL CVA AT ADDENDUM (Multiple CVA	offers at Doc Gen)	
	FINAL CVA AT QUOTE (Customer Accepte	ed CVA before Doc Gen)	
	Other		
	8038G / CG Form		
	Request for Minutes		
	Opinion of Counsel		
	Governmental Resolution to Lease, Purchas	se and/or Finance	
	Governmental Buyback Agreement (cross of	out if N/A)	
	Dealer Francisco d Deacons and		
	Dealer Executed Documents Purchase Agreement		
	Dealer Invoice	•	
	All Credit Conditions Met	•	
	any of these documents are altered, or if the alyst to obtain acceptance of any and all cha		elete documents, please contact your CFSC Credit
lf y	ou have any questions concerning thes	e documents please call	l and ask for
C	hecklist completed and confirmed by:	Print Name:	
		Date:	

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



#### 1. PARTIES

LESSOR ("we", "us", or "our"):

LESSEE ("you" or "your"):

CATERPILLAR FINANCIAL SERVICES CORPORATION

2120 West End Avenue Nashville, TN 37203

**CITY OF CRAIG** P O BOX 725 CRAIG, AK 99921

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.

#### 2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.

<sup>1</sup> New 2021 Caterpillar 309-07CR Hydraulic Excavator

SEE ATTACHMENT

\$1.00

#### **TERMS AND CONDITIONS**

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.99% per annum.

- 4. Late Charges If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements. additions, and accessions, and the proceeds of all the foregoing. including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.
- 7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to

discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. 11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the

- Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. Title; Return of Units Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not

exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

- 15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.
- **16. Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES			
LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF CRAIG
Signature		Signature	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	



### **GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

WHEREAS, the laws of the State of Alaska (the "State") authorize CITY OF CRAIG (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("<u>Equipment</u>") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "<u>Agreement</u>") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED,** that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):						
[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]						
	Name (Print or Type)	Title (Print or Type)				
			-			
			-			
be, and each is, authorized, directed and e assigns, the Agreement and any related do Equipment, including the signing and delive	ocuments, and (ii) take or cause to be t	aken all actions he/she deems nece				
that the signatory below is authorized t resolutions, and any related documents; a		ix the seal of the Governmental	Entity to the Agreement, these			
that nothing in these resolutions, the Ag Governmental Entity or against its taxir obligations of the Governmental Entity as	ng power, except to the extent that	oses a pecuniary liability or charge the payments payable under the	e upon the general credit of the Agreement are special limited			
that a breach of these resolutions, the Ag any charge upon its general credit or ag- limited obligations of the Governmental Er	ainst its taxing power, except to the e	extent that the payments payable u				
that the authority granted by these resolution	ons will apply equally and with the same	effect to the successors in office of	the Authorized Persons.			
esolutions of the governing body of the Govern he governing body of the Governmental Entity. he Governmental Entity's office. I also certify the avor of these resolutions.	mental Entity. I also certify that the res I also certify that such meeting was de	uly and regularly called and held in	ssed and adopted at a meeting of all respects as required by law, at			
also certify that these resolutions are still in full	force and effect and have not been ame	ended or revoked.				
N WITNESS of these resolutions, the signatory	named below executes this document of	on behalf of the Governmental Entity	<i>1</i> .			
SIGNATURE [To be signed by a	uthorized individual.]					
	Signature					
	Title		<del></del>			
	Date					

#### Purchase Agreement Contract Number 001-70060852



This Purchase Agreement is between **N C MACHINERY CO** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	<u>VIN #</u>	<u>Freight</u>	Total Price
(1) 309-07CR CATERPILLAR Hydraulic Excavator			\$0.00	\$164,289.22
Lessee:	Subtotal			\$164,289.22
CITY OF CRAIG	Federal Exci	se Tax		\$0.00
P O BOX 725	Other Tax			\$0.00
CRAIG, AK 99921	Total Purcha	se Price		\$164,289.22
	Unit(s) Delive	ery Point:		
	500 THIRD S	TŘEET		
	CRAIG, AK 9	9921		

See next page for additional terms and conditions

SIGNATURES	
CATERPILLAR FINANCIAL SERVICES CORPORATION	N C MACHINERY CO
Signature	Signature
Name (Print)	Name (Print)
Title	Title
Date	Date

## Additional Terms and Conditions Contract Number 001-70060852



- 1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
- 2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing. which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
- 3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
- 4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
- 5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
- 6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
- 7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
- 8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
- 9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



1. PARTIES			
LESSOR		LESSEE	
CATERPILLAR FINANCIAL SERVICES COR	PORATION	CITY OF CRAIG	
2. PAYMENT SCHEDULE			
PAYMENT NUMBER	<u>PAYMENT</u>	<u>DATE</u>	PAYMENT AMOUNT
1 - 3			\$56,521.14
4			\$1.00
SIGNATURES			
CATERPILLAR FINANCIAL SERVICES CORPO	ORATION	CITY OF CRAIG	
Signature		Signature	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	

#### **Opinion of Counsel**



Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70060852) (the "Lease") Between CITY OF CRAIG ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
- 2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
- 3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
- 4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
- 5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
- 6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
- 7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
- 8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
- 9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
- 10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
- 11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE		
CITY OF CRAIG		
Name(Print):	Date:	
Signature:	Address:	
Title:		

US Opinion of counsel 4249368 09/12/2021 07:17:40 AM Ref. 1199354

#### CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM



Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment.On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2.500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at <u>1-800-248-4228</u>. You may also e-mail CIC at physicaldamage@cat.com

#### POLICYHOLDER DISCLOSURE

#### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property,or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$0.00

Model #	Equipment Description Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1
1. 309-07CR	Hydraulic Excavator		\$164,289.22	\$8,457.00	Finance Pymt \$2,913.48
			Marsha Blavde	u	
		_	Marsha Blaisdell, Au	uthorized Insurance	Producer
Arranged by 0	Caterpillar Insurance Services Co	rporation			
understand that alue of \$164,28	t the total insurance premium for 36 mo 39.22.	nths will be \$8,45	7.00, which is \$2819.00	per year based up	on the total equipm
Method 1	I will finance the insurance payment. The finance charge full term of the finance agree finance the insurance along w	is calculated at a ment. By choos	3.39% per annum on the ing Method 1 and signi	e total insurance p ng this document	remium covering tl you are agreeing
Method 2	I desire coverage for an initial signed equipment documents			emium and return	the payment with tl
Method 3	I will pay the total premium an payable to CIC.	d return the payn	nent with the signed equi	ipment documents	. Please make che
Method 4	I decline Caterpillar Insurance an agent or insurance compa		n my own commercial in	surance on the eq	uipment shown fro
	at the quote I receive is not a binder on the terms and conditions of the issue				
Risk Insurance E	nat I have been notified that, under the Extension Act of 2005), any losses cau ill be partially reimbursed by the United	ised by certified a	acts of terrorism under r	ny policy will resul	t in coverage unde
also acknowled	lge I have been advised that, if I accept	this insurance, a	n appointed licensed ins	urance producer w	ill receive commiss

US CAT INSURANCE SELECTION FORM 4249368 09/12/2021 07:17:51 AM Ref. 1199354

Name (PRINT):

Date:

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By:

Title:

Customer Name: CITY OF CRAIG
Dealer Name: N C MACHINERY CO

#### Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

Applicable in NJ:Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

#### INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



4249368 09/12/2021 07:17:50 AM Ref. 1199354

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call 1-800-248-4228, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did

not elect Caterpillar Insura	ance for physical	l damage.			
Transaction Number: Customer's Name: Address:	001-70060852 CITY OF CRAIG P O BOX 725 CRAIG, AK 999		N C MACHINERY C	0	
I have entered into the abo damage for the actual cash mechanical or electrical bre	value of the follo				<b>RISKS</b> of direct physical loss or aused by corrosion, rust,
MAKE/MODEL	·	DESCRIPTION OF	<u>UNITS</u>	SERIAL/VIN	Value Including Tax
1 New Caterpillar 309-07C	R	2021 Hydraulic Exca	avator		\$164,289.22
Insurance Agency	/		Insurance Agent's	s Name	
Street Address					
City			State	Zip	
Agent's Phone No	umber		Fax Number	E-mail Address	
TO CUSTOMER'S INSU	RANCE AGENT				
I hereby instruct you to a Additional Insured for ge		nancial Services C	Corporation as a Los	s Payee for physical dan	nage and as an
[ ] To my existing	policy number(s)	)		, which now provide	the coverage required, or
[ ] To a policy or	policies which you	u are authorized to	issue in the name list	ed above which will provide	e the coverage required.
Signature					
Name(Print)					

#### PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO: **CATERPILLAR FINANCIAL SERVICES CORPORATION** 2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

Form No. USINSUREOUTSIDE 610 Dealer Code: H330 surance Selection Form - Outside Carrier

Title

Date

# **CUSTOMER INFORMATION VERIFICATION Contract Number 001-70060852**



CUSTOMER INFO	DRMATION	CHANGES TO CUSTOMER INFORMATION
Customer Name:	CITY OF CRAIG	
Physical Address:	500 THIRD STREET	
	CRAIG, AK, 99921	
Mailing Address:	P O BOX 725	
	CRAIG, AK, 99921	
Equipment Location:	500 THIRD STREET	
D : DI	CRAIG, AK, 99921	
Business Phone: E-mail Address:	ADMINISTRATOR@CRAIGAK.COM	
	The changes above apply to: $\ \Box$	Current Request for financing
TAX INFORMATIC		·
Tax Exempt**	Non-Exempt	**A Tax Exemption Certificate is required for all tax exempt
Asset outside the C	city limits Yes No	customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.
DIRECT PAY INFO	ORMATION (Checking Account Information)	
☐ I am currently	y on Direct Pay and authorize Direct Pay for th	nis transaction. Please use my ACH information on file.
_	ct Pay authorization at this time	,
under the contr collected funds another debit ir rights relating t including any a nonpayment. I 10 days after contract(s). I u	ract(s) indicated below, with debits made to my act to pay the debit when presented. If my financian substitution for the dishonored debit and will have each debit will be the same as if I had personal applicable late fees, if any debit is not paid, unlead acknowledge that I may cancel this authorization receipt; however, my cancellation of this authorization and that Cat Financial will not notify me	ration ("Cat Financial") to begin debiting my account for the amounts due count and withdrawn by Cat Financial, provided my account has sufficient institution dishonors any debit for any reason, Cat Financial may issue to no liability on account of a dishonored debit. I agree that Cat Financial's lly signed a check. I agree that I will be liable to make payment promptly, as Cat Financial or its agents or affiliates are directly responsible for the at any time by written notice to Cat Financial, which notice will be effective rization does not terminate, cancel or reduce my obligations under the in advance of any withdrawal and I agree to waive all pre-notification ion. Please use the information below to set up Direct Pay on:
Bank Name		Account Name (exactly as it appears on Check)
Routing Number		ACCOUNT NAME 9-9676/1234 0301 914 UPPER CREST LANE ANYTOWN, U.S. 12545 Date  Date
	<b>■</b> 9 digits	ANY TOWN, U.S. 12395 Date
Account Number		YOUR FINANCIAL INSTITUTION
	3-17 digits	for
Re-Enter Account	Number	030 k
	<b>II</b> 3-17 digits	Routing Number Account Number
	☐ Current Request for financing ☐	☐ All active contracts (Does not apply to future transactions)

	e has been reviewed and is accurate to the best of many required on checks issued against the account.	ny knowledge. For a joint account, all	account holders must sign if mo
Name		_	
Title			

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

CUSTOMER SIGNATURE



Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

- **A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.
- **B.** Lesse's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.
- **D.** Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.
- **E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

RETURN TO TOP



N C MACHINERY CO 17035 W VALLEY HWY TUKWILA, WA 98188-5519

#### Reference:

CITY OF CRAIG

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION DOCUMENTATION DEPARTMENT

## **Caterpillar Financial Services Corporation**

## **INVOICE**

Page	Date	Invoice No.
I	12/09/2021	001-70060852

CITY OF CRAIG P O BOX 725 CRAIG, AK 99921

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2021 CATERPILLAR 309-07CR HYDRAULIC EXCAVATOR			Upon Receipt.	1	\$56,521.14
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SATAX WILL BE CHARGED.		ES AND/OR USE			

PLEASE PAY THIS AMOUNT \$

\$56,521.14

Invoice No.	Total Enclosed			
001-70060852 - 1	\$			

CITY OF CRAIG P O BOX 725 CRAIG, AK 99921

Remit To: Caterpillar Financial Services Corporation

5th Floor Document Services

Doc Specialist: N C MACHINERY CO

2120 West End Ave. Nashville, TN 37203

#### RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

## CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Brian Templin, City Administrator

Date: December 27, 2021

RE: Transfer/Appropriation of Excess Funds from City General Checking Account

Due to several factors including good use of CARES funding, increasing remote seller's sales tax, vacant positions within the city over the past year, and good fiscal management by departments we currently have a sizeable excess of liquid funds in our general checking account.

Over the past few years, we have worked to maintain an account balance of about \$1.7 - \$2.0 million in our active checking account. These funds are used for day to day cash flow for all city general fund purposes. Due to the factors described above our current checking account balance is about \$3.250 million.

I have been holding the excess amount in the checking account with the anticipation that we would need these funds (plus additional funds from our endowment fund) to meet our non-federal obligation on the harbor project in early 2022. With the recent news from the USACE that the likely construction start is now pushed back, it makes sense to move some of these funds into the endowment fund in order to appreciate in value between now and 2024, when we expect to need those funds for the harbor project.

I would like the council to consider holding \$150,000 in excess funds in the city's general checking account and appropriating it for a couple of items.

- 1. As I have outlined to the council in my staff report, the city's share of the new environmental work is estimated to be \$53,500. If funding for construction is contained in the infrastructure bill or upcoming appropriations bill, the USACE will expect the non-federal share in early 2022. It makes sense to hold these funds in the checking account.
- 2. I emailed the council recently to talk about purchasing a four-wheeler and plow to help with snow removal on the sidewalks. After further discussion with Russell Dill and Doug Ward I think the better course of action is to acquire a new/lightly used tracked skid steer with a number of attachments (potentially including a bucket, snow brush, forks, and a small backhoe arm). Given the large amount of snow, rapid accumulation, and extra cold temperatures it is likely that a four-wheeler/plow combination would not have been useful this year. A skid steer would be a better tool to clear parking lots, sidewalks, and other smaller areas of snow. The skid steer will also be much more useful throughout the year for public works, harbor, and parks projects around the city. While prices vary greatly, it is likely that we will be looking at \$75,000 \$100,000 for a good condition used or new skid steer and the attachments that we are looking for.

If we reserve \$150,000 of the excess funds for these two items, we can move \$1.10 million into the city's endowment fund. While no investment is guaranteed, given the earnings that we have seen the last few years it is likely that this \$1.10 million will earn back most or all of the \$150,000 held back now, leaving us with this portion of the funding for the harbor project when we need it in a couple of years. We will also have paid our share of the environmental work and added a significant piece of heavy equipment to our inventory.

If the council approves the appropriation of the \$53,500 to the USACE for our share of the environmental work, I will direct finance staff to transfer funds to the USACE upon their request. This transfer will be done under the current agreement with the USACE.

If the council approves the appropriation of up to \$96,500 for the purchase of a skid steer and attachments, staff will bring the final cost back to the council prior to executing a purchase.

If the council chooses not to approve one or both appropriations, staff will add those amounts to the endowment fund investment as well.

Recommendation: The council should discuss the merits of holding back funds for one or both items described above and should discuss the merits of moving excess funds to the city's endowment fund.

Recommended Motion: I move to appropriate \$53,500 from the city's general fund for the non-federal share of additional environmental work on the Craig Harbor project. I further move to appropriate up to \$96,500 from the city's general fund for the purchase of a skid steer and attachments. I further direct staff to transfer \$1.10 million from the city's general fund to the city's endowment fund with Alaska Permanent Capital Management.