



City and Borough of Wrangell
Work Session, Public Hearing & Borough Assembly Meeting
AGENDA

Tuesday, April 13, 2021

Location: **ZOOM TELECONFERENCE ONLY**

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

Although Emergency Resolution No. 02-21-1564 allows for a modified plan for in-person meetings, our mitigation plan states that if there are four (4) or more active cases of COVID-19 in Wrangell, the Assembly meeting will be held by Zoom Teleconference.

Therefore, if you wish to call into the meeting to speak under Persons to be Heard, please contact the Borough Clerk at 907-874-2381 or email: clerk@wrangell.com no later than 5:00 p.m. on the day of the meeting so that you can be added to the list of Persons to be Heard.

All Public Comments submitted for this meeting will be forwarded directly to the Borough Assembly and in addition, added to the next Regular Assembly Meeting under Persons to be Heard/Public Comments.

To Join by Computer:

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

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

Then Enter Password: **99929**

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

- a. WS - Baler Project Update and Presentation

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Anne Morrison
b. CEREMONIAL MATTERS - None.

2. ROLL CALL

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

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

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

- a. Minutes of the March 23, 2021 Regular Assembly Meeting
b. CORRESPONDENCE- School Board Action from March 18, 2021 Regular Meeting
c. CORRESPONDENCE - School Board Minutes from the March 5-6, 2021 Special Meeting

7. BOROUGH MANAGER'S REPORT

- a. COVID-19 Update (Presentation at Meeting)
- b. Economic Development Department Report
- c. Update on Institute Property Development
- d. WML&P Monthly Report (April)
- e. Capital Facilities Department Report
- f. Water Quality Update (Verbal at Meeting)
- g. Library Report

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING

- a. **ORDINANCE No. 984** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER" AND ADDING 14.05.008 "RESIDENTIAL USER FEE AND DUTY TO REPORT" IN THE WRANGELL MUNICIPAL CODE
- b. **RESOLUTION No. 04-21-1571** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FEE SCHEDULE ADOPTED IN RESOLUTION 12-20-1554, REFLECTING THE RESIDENTIAL USER FEE FOR HARBOR AND PORT FACILITIES
- c. **ORDINANCE No. 993** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF LOT A-1A, TORGRAMSEN-PRUNELLA SUBDIVISION FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of Senior Property Tax Exemption that was received after the March 1st Deadline, but before the Late Filing Grace Period
- b. **EMERGENCY ORDINANCE No. 994** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH MAY 25, 2021
- c. **EMERGENCY ORDINANCE No. 995** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, and 994 REPEALING EMERGENCY ORDINANCE 991, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

- d.** **EMERGENCY ORDINANCE No. 996** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985 and 994, REPEALING EMERGENCY ORDINANCE 992, AND REENACTING THE ADOPTION OF INTRASTATE TRAVEL TESTING MEASURES
- e.** **RESOLUTION No. 04-21-1579** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE COVID FUND BY ACCEPTING THE STATE OF ALASKA COMMUNITY FUNDING GRANT IN THE AMOUNT OF \$125,000 FOR INCREASING ACCESS TO COVID VACCINATIONS AND TESTING
- f.** **RESOLUTION No. 04-21-1572** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE PORT AND CAPITAL IMPROVEMENT FUNDS TRANSFERRING \$83,000 FROM PORT RESERVES TO PORT CAPITAL EXPENDITURES AND FROM PORT CAPITAL EXPENDITURES TO THE CAPITAL IMPROVEMENT FUND CITY DOCK FENDER PILE REPAIR PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE
- g.** **RESOLUTION No. 04-21-1573** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND TRANSFERRING \$5,000 FROM RESIDENTIAL CONSTRUCTION FUND RESERVES TO THE PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE
- h.** **RESOLUTION No. 04-21-1574** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND TRANSFERRING \$34,500 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE
- i.** **RESOLUTION No. 04-13-1575** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE JOB DESCRIPTION FOR THE POSITION OF NOLAN CENTER COORDINATOR AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE
- j.** Approval of a Professional Services Agreement with Morris Engineering Group, Inc. for Engineering Services for the High School and Middle School Fire Alarm System Replacement
- k.** **RESOLUTION No. 04-21-1576** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE SECURE RURAL SCHOOLS FUND TRANSFERRING \$39,235 FROM THE SECURE RURAL SCHOOLS FUND RESERVES TO THE SECURE RURAL SCHOOLS, PROFESSIONAL SERVICES ACCOUNT FOR THE HIGH SCHOOL AND MIDDLE SCHOOL FIRE ALARM SYSTEM REPLACEMENT DESIGN PROJECT AND AUTHORIZING ITS EXPENDITURE
- l.** **RESOLUTION No. 04-21-1577** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE BIRD FEST FUND BY ACCEPTING REMAINING GRANT FUNDS FROM SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION ACT OF 2000 FUNDING ASSISTANCE IN THE AMOUNT OF \$9,184.19 FROM THE USDA FOREST SERVICE FOR THE EDUCATION AND PROMOTION OF BIRDS DURING ANNUAL STIKINE RIVER BIRDING FESTIVALS
- m.** Approval of a Professional Services Agreement to Shannon & Wilson, Inc. for Upper Dam Stabilization Alternative Analysis in the Amount of \$58,744

- [n.](#) Approval of a Sole Source Procurement in Conformance with Section 5.10.050 (B) of the Wrangell Municipal Code from Recycle Systems for a Harris Badger Baler in the amount of \$347,600
- [o.](#) **RESOLUTION No. 04-21-1578** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE SALES TAX EDUCATION, HEALTH, AND SANITATION FUND AND CAPITAL PROJECT FUND BY TRANSFERRING \$623,873 FROM THE SALES TAX EDUCATION, HEALTH, AND SANITATION RESERVES TO THE CAPITAL PROJECT FUND FOR THE SOLID WASTE TRANSFER STATION UPGRADES PROJECT AND AUTHORIZING ITS EXPENDITURE
- [p.](#) Approval of Amendment No. 1 to the Professional Services Agreement with R&M Engineering-Ketchikan in the Amount of \$35,300 for the Water Mains Replacement Project

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

15. EXECUTIVE SESSION – None.

16. ADJOURNMENT

Minutes of Regular Assembly Meeting

Held on March 23, 2021

Mayor Prysunka called the Regular Assembly meeting to order at 7:00 p.m., March 23, 2021 by Zoom teleconference. Assembly Member Courson led the pledge of allegiance and the roll was called.

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

ABSENT: MORRISON

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

CEREMONIAL MATTERS

A Mayor Proclamation for National Library Week was presented by Mayor Prysunka.

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE

Don McConachie, resident gave the invocation.

DJ McConachie, resident commented on the Bailer item that is on the Agenda this evening.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST

Mayor Prysunka turned the gavel over to Vice-Mayor Gilbert and declared a conflict of interest on the evaluations for both the Manager and the Clerk since he was recently involved in an investigation on a complaint by an individual at which the Manager conducted the investigation; also there was an application for recall for the Borough Mayor to which by Charter, the Clerk made the determination on that application; therefore, Prysunka stated that would abstain for both the Manager and Clerk evaluation processes so that there would not the appearance of quid pro quo. Powell stated that he would not object to this but that he did not agree with it. There were no objections from the Assembly.

CONSENT AGENDA

- a. Minutes of the March 9, 2021 Regular Assembly Meeting
- b. Minutes of the March 11, 2021 Special Assembly Meeting

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

BOROUGH MANAGER'S REPORT

Captain Dorianne Sprehe gave a COVID-19 update.

Manager Von Bargaen's report was provided.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka stated that he did a walk-through of the new hospital last week; incredible facility.

MAYOR AND ASSEMBLY APPOINTMENTS

Appointment of two Assembly Members to meet with the Borough Manager and Borough Clerk to conduct their Evaluations.

Prysunka turned the gavel over to Vice-Mayor Gilbert.

Gilbert stated that Assembly Member Morrison and herself (Gilbert) would like to volunteer to meet with the Clerk and Manager to review the evaluations. There were no objections on the appointments.

PUBLIC HEARING

11a ORDINANCE NO 990 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 16.08, TIDELAND LEASES, OF THE WRANGELL MUNICIPAL CODE

Mayor Prysunka opened the Public Hearing for Ordinance No. 990 and asked for an administrative report.

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

M/S: Gilbert/Dalrymple to Approve Ordinance No. 990. Motion approved unanimously by polled vote.

UNFINISHED BUSINESS

12a ORDINANCE NO. 984 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER" AND ADDING 14.05.008 "RESIDENTIAL USER FEE AND DUTY TO REPORT" IN THE WRANGELL MUNICIPAL CODE (Reintroduced)

M/S: Howe/ to approve the reintroduction of Ordinance No 984 and move to a Fourth Reading with a Public Hearing to be held on April 13, 2021.

Powell asked if the Borough Attorney had received this Ordinance; Port & Harbor Director stated that he did not.

Von Bargaen stated that if the Assembly was okay with approving the reintroduction of this Ordinance, Staff will send it to the Borough Attorney for review; also, the Ordinance would be coming back for a fourth and final reading under a Public Hearing at the next meeting.

Powell had no objections.

Motion approved unanimously by polled vote.

NEW BUSINESS

13a Approval to Repeal Emergency Ordinance No. 987 (Mask Mandate)

M/S: Powell/Courson to Approve Appealing Emergency Ordinance No. 987.

Von Barga explained that a couple of weeks ago, the EOC brought the Emergency Ordinance forward for consideration with the understanding that if we did not see the uptick in the community, we would bring it back to the Assembly to repeal; since we did not see the cases increase, it is being brought forward for consideration.

Motion approved unanimously by polled vote.

13b EMERGENCY ORDINANCE NO 991 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985, REPEALING EMERGENCY ORDINANCE 988, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

M/S: Powell/Howe to Approve Emergency Ordinance No. 991.

Von Barga explained that this was being brought forward for reenactment because of the updated CDC Guidelines for fully vaccinated individuals.

Motion approved unanimously by polled vote.

13c EMERGENCY ORDINANCE NO 992 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985, REPEALING EMERGENCY ORDINANCE 989, AND REENACTING THE ADOPTION OF INTRASTATE TRAVEL TESTING MEASURES

M/S: Powell/Howe to Approve Emergency Ordinance No. 992.

Von Barga explained that this is the same as Ord 991 except that it addresses intrastate travelers.

Motion approved unanimously by polled vote.

13d ORDINANCE NO 993 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF LOT A-1A, TORGRAMSEN-PRUNELLA SUBDIVISION FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL

M/S: Powell/Courson to Approve First Reading of Ordinance No. 993 and move to a Second Reading with a Public Hearing to be held on April 13, 2021. Motion approved unanimously by polled vote.

13e Approval of a Professional Services Agreement with Ramsey Appraisal Resource in the Amount of \$42,000 for Appraisal Services

M/S: Powell/Courson to Approve a Professional Services Agreement with Ramsey Appraisal Resource in the Amount of \$42,000 for Appraisal Services.

Von Barga explained that this appraisal will handle several city properties including but not limited to the Armory and the Byford Property.

Motion approved unanimously by polled vote.

ATTORNEY'S FILE

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

EXECUTIVE SESSION - None.

Regular Assembly meeting adjourned at 8:00 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)
MARCH 18, 2021****FOR DETAILS, CONTACT:**

DR. DEBBE LANCASTER

SUPERINTENDENT

DIRECT PHONE: 907-874-2347

- Amended the agenda to pull the 2021-2022 Contract Addendum for Davis and the 2021-2022 Contract Addendum for Miller from the Consent Agenda and placed them under New Business
- Revised the agenda, moving the Draft II Budget discussion to take place immediately prior to the Consent Agenda
- Discussed the FY'22 Budget Draft II
- Approved the Board Meeting minutes as presented:
 - February 15, 2021 Regular School Board Meeting
 - February 20, 2021 Special School Board Meeting
 - March 5, 2021 Special School Board Meeting
- Offered Josh Blatchley, Maintenance Director a contract for the 2021-2022 school year
- Offered Katelyn Church, Technology Director a contract for the 2021-2022 school year
- Offered contracts for the 2021-2022 school year to Tenured Teachers
- Reviewed the resignations of Michelle Dutro and Calleigh Miller, Paraprofessionals
- Approved disposing of, and removing the damaged switch from the inventory
- Rescinded the motion to approve the revisions to the Technology Director Salary Schedule
- Revised the district calendar to change Thursday, April 1, 2021 to a non-student contact day for the purpose of conducting Parent/Teacher Conferences
- Accepted the Alaska Children's Trust Grant Award in the amount of \$1,000.00
- Accepted the APEI Safety & Training Grant Award in the amount of \$966.19
- Approved the APEI Safety & Training Grant Application in the amount of \$415.10 to purchase ice cleats for staff members
- Accepted the second reading of:
 - Board Policy 0410, Nondiscrimination
 - Board Policy 5145.2, Freedom of Speech and Expression
 - Board Policy 5145.5, Prohibition of Harassment in Education
- Accepted the first reading of:
 - Board Policy 1410, Interagency Cooperation for Student and Staff Safety
 - Board Policy 5145.11, Questioning and Apprehension
 - Board Policy 5145.12, Search and Seizure
 - Repealing Board Policy 5145.13, Receipt and Dispersal of Information Regarding Dangerous Students and Juvenile Criminal Activity
 - Board Policy 5145.15, Student and Family Privacy Rights
 - Board Policy 6114.4, Pandemic/Epidemic Emergencies
 - Board Policy 6172, Special Education
- Postponed Action on the Contract Addendum for Robert Davis until April 19, 2021
- Postponed Action on the Contract Addendum for Jennifer Miller until April 19, 2021
- Adjourned

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING

March 5-6, 2021 8:30 AM
Via Zoom

President Aaron Angerman called the Special School Board meeting of the Wrangell Public School Board to order at 8:30 AM. **CALL TO ORDER**

A quorum was determined with the following School Board Members present: Aaron Angerman, Laura Ballou, Cyni Crary, Patty Gilbert and David Wilson. Also present was recording secretary, Kimberly Powell. **DETERMINE QUORUM**

Motion to enter into executive session for the purpose of interviewing candidates for the position of Superintendent of Schools for the Wrangell Public School District. This is a subject that could tend to prejudice the reputation and character of a person. The person may request a public discussion. The Board invites Tiffany Jackson and Joann Henderson to the executive session. These are the search consultants from AASB by Patty Gilbert; seconded by David Wilson. President Aaron Angerman also invited the three Superintendent finalists [Joseph Aldridge, William Burr and Ralph Watkins] into the meeting for their individual interviews. Poll vote: Patty Gilbert: Yes; David Wilson: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion passed unanimously. **RECESSED INTO EXECUTIVE SESSION AT 8:32 AM**

Reconvened into Regular Session at 2:02 PM **RECONVENED AT 2:02 PM**

President Angerman recessed the meeting at 2:03 PM, until Saturday, March 6, 2021 @ 9:00 A.M. **RECESSED THE MEETING AT 2:03 PM**

Reconvened into regular session at 9:00 AM, Saturday, March 6, 2021. **RECONVENED AT 9:00 AM, MARCH 6**

Motion to reconvene into executive session for the purpose of selecting a superintendent by Patty Gilbert, seconded by Cyni Crary. Poll vote: Cyni Crary: Yes; Patty Gilbert: Yes; David Wilson: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion passed unanimously. President Angerman invited Joann Henderson and Tiffany Jackson of AASB into the executive session. He also said that some of the superintendent candidates (Joseph Aldridge, William Burr and Ralph Watkins) may join them. **RECESSED INTO EXECUTIVE SESSION AT 9:01 AM**

Reconvened into regular session at 1:32 PM. **RECONVENED AT 1:32 PM**

Motion to appoint and offer a contract to William Burr for the position of Superintendent of Wrangell Public Schools with a starting salary of \$112,000.00 with an increase to \$116,000.00 with successful completion of his superintendent endorsement and a term of three years by David Wilson, seconded by Laura Ballou. Poll vote: David Wilson: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion passed unanimously. **APPOINTED AND OFFERED A CONTRACT TO WILLIAM BURR FOR THE POSITION OF SUPERINTENDENT**

Adjourned at 1:35 PM **ADJOURNED AT 1:35 PM**



SCHOOL BOARD SECRETARY

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING
February 20, 2021, 9:00 AM
Via Zoom

President Aaron Angerman called the Special meeting of the Wrangell Public School Board to order at 9:03, AM on Saturday, February 20, 2021.

CALL TO ORDER

A quorum was determined with the following school board members present: Aaron Angerman, Laura Ballou, Cyni Cray, Patty Gilbert, and Dave Wilson. Also present was Recording Secretary Kimberly Powell.

DETERMINE QUORUM

Tiffany Jackson and Joann Henderson, AASB Consultants, facilitated School Board discussion regarding the schedule and process for the Superintendent Search.

DISCUSSED THE SUPERINTENDENT SEARCH

Motion to recess into executive session to discuss matters which by Alaska Statute requires confidentiality more specifically to review the Superintendent Applicants by Patty Gilbert; seconded by Laura Ballou. Poll vote: Cyni Cray: Yes; Patty Gilbert: Yes; David Wilson: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion approved unanimously. President Angerman invited Tiffany Jackson and Joann Henderson, AASB Consultants into the Executive Session.

RECESSED INTO EXECUTIVE SESSION AT 10:25 AM

Reconvened into Regular Session at 3:20 PM.

RECONVENED INTO REGULAR SESSION AT 3:20 PM

Motion that we interview Tim Bauer, William Burr, Joseph Aldridge, and Ralph Watkins as they have been chosen as our finalists and I move that we interview them leading to the selection of a Superintendent by David Wilson, seconded by Patty Gilbert. Poll vote: Cyni Cray: Yes; Patty Gilbert: Yes; David Wilson: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion approved unanimously.

SELECTED SUPERINTENDENT FINALISTS

Meeting Adjourned at 3:23 P.M.

ADJOURNED AT 3:23 P.M.


SECRETARY/TREASURER

PROCEEDINGS

MINUTES

WRANGELL SCHOOL BOARD
REGULAR MEETING

February 15, 2021 6:30 PM
Via Zoom

President Aaron Angerman called the regular meeting of the Wrangell Public School Board to order at 6:30 PM.

CALL TO ORDER

A quorum was determined with the following school board members present: Aaron Angerman, Cyni Crary and Patty Gilbert. Laura Ballou arrived at 6:32 PM. David Wilson was absent, excused. Also present was Student Representative, Jade Balansag, Superintendent Debbe Lancaster and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by Student Representative Jade Balansag.

PLEDGE OF ALLEGIANCE

The District Mission, Vision and Values were recited by Student Representative Jade Balansag.

DISTRICT MISSION, VISION AND VALUES

Laura Ballou arrived at 6:32 PM.

BOARD MEMBER BALLOU ARRIVED.

Motion to approve the agenda as submitted by Patty Gilbert; seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion passed.

APPROVAL OF AGENDA

There were no conflicts of interest declared.

CONFLICT OF INTEREST

A proclamation from Mayor Prysunka and a video from Evergreen Elementary Students were presented in honor of School Board Appreciation Month.

SCHOOL BOARD APPRECIATION

Miss Balansag spoke to the School Board regarding the highlights in her written report. She told the Board Members about the BASE Valentine's Day project.

STUDENT REPRESENTATIVE REPORT

Ryan Howe, Teacher told the School Board that he spoke during the Borough Assembly Meeting last Tuesday and neglected to acknowledge the part the School Board has played in keeping the School District open during the Covid-19 pandemic. He read the following revised excerpt into the minutes: *I would like to recognize the school district - the school board, parents, students, teachers, staff, and administrators - for keeping the school open without any interruptions and giving our students an opportunity that few students in America have right now. My own children have benefited from this. They get to come to school every day and learn with their friends in person rather than on screens and in zoom meetings. The gains they, and all of our students, are making are possible because they have been afforded the consistency and community of an in-person learning environment. It is thanks in large part to the vision and forward thinking of the Board that we have been able to be open.*

GUESTS TO BE HEARD

Correspondence was reviewed as presented.

REVIEWED CORRESPONDENCE

Information & Reports were accepted by unanimous consent.

ACCEPTED INFORMATION & REPORTS

Motion to approve the items on the consent agenda as presented by Patty Gilbert; seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved.

APPROVED THE ITEMS ON THE CONSENT AGENDA

- Approved the minutes of the January 18, 2021, Regular School Board Meeting as presented
- Offered Mrs. Megan Powell an extracurricular contract for the position of Senior Class Advisor for the 2020-2021 school year, pending receipt of a satisfactory drug test

Motion to approve the revisions to the Technology Director Salary Schedule as presented, effective July 1, 2021 by Patty Gilbert, seconded by Cyni Crary. Board Member Crary stated that this change affects the position, not just one individual. Mrs. Gilbert agreed and would like to see the job title change to reflect the additional duties. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved.

APPROVED THE REVISIONS TO THE TECHNOLOGY DIRECTOR SALARY SCHEDULE

The School Board Member discussed the FY'2022 Budget Draft I. Board Member Ballou would like to see the Draft budget compared to the FY21 budget so it can be easily seen where cuts were made. Mrs. Begovich shared the spreadsheet showing the comparisons. Dr. Lancaster said the budget was based on 200 students. Mrs. Gilbert said that we were warned that there may be as much as a 30% increase in insurance and was concerned that is not reflected in the draft budget. Dr. Lancaster clarified that the special education teacher will be paid a portion from the special education grant and a portion as a regular instruction teacher next year.

DISCUSSED THE FY'2022 BUDGET DRAFT I

Motion to approve Round 2 of the APEI Safety Equipment and Training Grant Application in the amount of \$966.19 to provide "Stop the Bleed" kits in every school by Patty Gilbert, seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Patty Gilbert: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Aaron Angerman: Yes. Motion approved.

APPROVED ROUND 2 OF THE APEI SAFETY EQUIPMENT AND TRAINING GRANT APPLICATION

Motion to accept the Mary Pope Osborne Gift of Books Grant Award in the amount of \$100.00 as presented by Patty Gilbert, seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved. The Board requested that a thank you letter be sent to Ms. Salchenberg for writing the grant.

ACCEPTED THE MARY POPE OSBORNE GIFT OF BOOKS GRANT AWARD IN THE AMOUNT OF \$100.00

Motion to accept the first reading of Board Policy 0410, Nondiscrimination as presented by Laura Ballou, seconded by Cyni. Crary. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 0410, NONDISCRIMINATION

Motion to accept the first reading of Board Policy 5145.2, Freedom of Speech and Expression as presented by Laura Ballou, seconded by Cyni. Crary. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 5145.2, FREEDOM OF SPEECH AND EXPRESSION AS PRESENTED

Motion to accept the first reading of Board Policy 5145.5, Prohibition of Harassment in Education by Patty Gilbert, seconded by Cyni. Crary. Poll vote: Jade Balansag: Yes; Patty Gilbert: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Aaron Angerman: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 5145.5, PROHIBITION OF HARASSMENT IN EDUCATION

Motion to accept the second reading of Board Policy 0520, School Accountability/School Improvement for inclusion in the policy manual by Patty Gilbert; seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved.

ACCEPTED THE SECOND READING OF BOARD POLICY 0520, SCHOOL ACCOUNTABILITY/ SCHOOL IMPROVEMENT

Motion to accept the second reading of Board Policy 4030, Nondiscrimination in Employment for inclusion in the policy manual by Laura Ballou; seconded by Patty Gilbert. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion approved.

ACCEPTED THE SECOND READING OF BOARD POLICY 4030, NONDISCRIMINATION IN EMPLOYMENT

Motion to accept the second reading of Board Policy 6146, Graduation Requirements for inclusion in the policy manual by Laura Ballou; seconded by Patty Gilbert. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Patty Gilbert: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion approved.

ACCEPTED THE SECOND READING OF BOARD POLICY 6146, GRADUATION REQUIREMENTS

Dr. Lancaster told the School Board Members that she has retired the "Smart Start" email and has morphed it into information@wpsd.us. This will provide a trail for the new Superintendent. The travel Committee meets weekly to discuss travel and mitigation as it relates to activities. We are not the most conservative in the region. We do not require players to wear masks during activity like Metlakatla does. We do, however, maintain strong mitigation. We struggle a bit about some tender feelings regarding guests in the facility during activities. Other districts give out two tickets to each player. It sounds like we will need to do that with the next event we have in the gym.

SMART START UPDATE

A lot of time and effort is put into planning each event. We have not required staff to get vaccinated, but it sounds like a large portion of our staff has been vaccinated. An EOC member has been present in every travel committee meeting. We will hold status quo until something changes. We are not aware of any outbreaks as a result of our activities.

Laura Ballou asked if she's heard anything from the state about any leniency for mitigation for next year that may affect our budget planning. Dr. Lancaster said that Dr. Olsen and Dr. Zink have recommended that we keep our strong mitigation plans. They have shared this message in the past two superintendent meetings and the past two ECHO meetings.

Dr. Lancaster said there is talk of some regional games -perhaps splitting the regional tournaments. These are beginning talks and would require strict mitigation.

Mrs. Gilbert said that community members who have talked to her have expressed appreciation for the streaming option to watch the games. They also appreciate the travel considerations taken due to inclement weather.

Reviewed the upcoming dates and meeting announcements.

Board Member Ballou said that there was a Budget Committee meeting this month. Patty Gilbert added that during the meeting, members brainstormed ideas to either generate or save money. Laura said that some of the items discussed included sharing teachers with other districts, taking classes through other modalities.

Board Member Gilbert told the other board members that she is looking forward to an 8-hour meeting on Saturday to review the applicants. There are currently ten applicants. She requested that AASB send a scoring rubric for board members to use when reviewing the applications.

Mr. Angerman said that they didn't hold a curriculum committee meeting this month. He also thanked the medical providers for their dedication and work to getting us vaccinated so we can return to normal soon.

Meeting Adjourned at 8:21 P.M.

ADJOURNED AT 8:21 P.M


SCHOOL BOARD SECRETARY

REVIEWED DATES & MTG
ANNOUNCEMENTS
BOARD MEMBER COMMUNITY
ACTIVITY REPORTS

PROCEEDINGS
MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING

January 18, 2021 7:00 PM
Via Zoom

President Aaron Angerman called the regular meeting of the Wrangell Public School Board to order at 7:01 PM. CALL TO ORDER

A quorum was determined with the following school board members present: Aaron Angerman, Laura Ballou; Cyni Crary, Patty Gilbert and David Wilson. Also present was Student Representative, Jade Balansag, Alternate Student Representative Kiara Harrison, Superintendent Debbe Lancaster and Recording Secretary Kimberly Powell. DETERMINE QUORUM

The Pledge of Allegiance was recited, led by Patty Gilbert. PLEDGE OF ALLEGIANCE

The District Mission, Vision and Values were recited by School Board President Aaron Angerman. DISTRICT MISSION, VISION AND VALUES

Motion to approve the agenda as submitted by Patty Gilbert; seconded by Cyni Crary. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; Dave Wilson: Yes; Aaron Angerman: Yes. Motion passed unanimously. APPROVAL OF AGENDA

There were no conflicts of interest declared. CONFLICT OF INTEREST

There were no guests to be heard. GUESTS TO BE HEARD

There was no correspondence. REVIEWED CORRESPONDENCE

Miss Balansag spoke to the School Board regarding the highlights in her written report. She thanked the Board Members for keeping school running during these difficult times. STUDENT REPRESENTATIVE REPORT

Information & Reports were accepted by unanimous consent. ACCEPTED INFORMATION & REPORTS

Motion to approve consent agenda as presented and move to approve the minutes of December 14, 2020 as presented by Patty Gilbert; seconded by Dave Wilson. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; David Wilson: Yes; Cyni Crary: Yes; Aaron Angerman: Yes. Motion approved unanimously. APPROVED THE ITEMS ON THE CONSENT AGENDA

Superintendent Debbe Lancaster told the School Board that the Travel Committee met to discuss travel for the basketball teams. The Activities Directors also held a meeting to set standard guidelines for our region. The Travel Committee will meet prior to each event to review the risk-level in each participating community. Students will go directly from the travel venue to the gym and then back to the travel venue to minimize contact in the community. Parents and fans will not be allowed to travel with the teams. Students must adhere to local mask mandates when on and off the court. SMART START UPDATE

Motion to waive the requirements of Board Policy 6145, Extracurricular and Co-curricular Activities to allow funding the High School Girls Basketball Team during the 2020-2021 school year. This is a one-time provision during the Covid-19 pandemic by Dave Wilson; seconded by Patty Gilbert. Poll vote: Jade Balansag: Yes; Patty Gilbert: Yes; David Wilson: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Aaron Angerman: Yes. Motion approved unanimously. WAIVED THE REQUIREMENTS OF BOARD POLICY 6145, EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES TO ALLOW FUNDING GIRLS BASKETBALL

Motion to approve the grant applications to the Snapdragon Book Foundation and the National Home Library Foundation as presented by Dave Wilson; seconded by Patty Gilbert. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved unanimously. School Board members thanked Mrs. Lisa Brooks for her work in writing these grant applications. APPROVED THE GRANT APPLICATIONS TO THE SNAPDRAGON BOOK FOUNDATION AND THE NATIONAL HOME LIBRARY FOUNDATION

The School Board members reviewed Board Policy 0510, School District Report Card and Board Policy 3100, Budget. REVIEWED BOARD POLICY 0510, SCHOOL DISTRICT REPORT CARD AND BOARD POLICY 3100, BUDGET

Motion to accept the first reading of Board Policy 0520, School Accountability/School Improvement by Patty Gilbert; seconded by David Wilson. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 0520, SCHOOL ACCOUNTABILITY/ SCHOOL IMPROVEMENT

Motion to accept the first reading of Board Policy 4030, Nondiscrimination in Employment by Patty Gilbert; seconded by David Wilson. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; David Wilson: Yes; Cyni Crary: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 4030, NONDISCRIMINATION IN EMPLOYMENT

Motion to accept Board Policy 6146 as presented by Patty Gilbert; seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Patty Gilbert: Yes; David Wilson: Yes; Cyni Crary: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 6146, GRADUATION REQUIREMENTS

Motion to accept the second reading of Board Policy 4211, Classified Staff Recruitment and Selection for inclusion in the policy manual by Dave Wilson; seconded by Cyni Crary. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE SECOND READING OF BP-4211, CLASSIFIED STAFF RECRUITMENT AND SELECTION

Motion to accept the second reading of Board Policy 5141.42 by Cyni Crary; seconded by Patty Gilbert. Poll vote: Jade Balansag: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE SECOND READING OF BP-5141.42, PROFESSIONAL BOUNDARIES OF STAFF WITH STUDENTS

Motion to accept the second reading of Board Policy 5145.3, Nondiscrimination for inclusion in the policy manual by Patty Gilbert; seconded by Laura Ballou. Poll vote: Jade Balansag: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; David Wilson: Yes; Cyni Crary: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE SECOND READING OF BP-5145.3, NONDISCRIMINATION

Motion to accept the second reading of Board Policy 5040, Student Nutrition and Physical Activity for inclusion in the policy manual by Patty Gilbert; seconded by Dave Wilson. Poll vote: Jade Balansag: Yes; David Wilson: Yes; Cyni Crary: Yes; Laura Ballou: Yes; Patty Gilbert: Yes; Aaron Angerman: Yes. Motion approved unanimously.

ACCEPTED THE SECOND READING OF BOARD POLICY 5040, STUDENT NUTRITION AND PHYSICAL ACTIVITY

Reviewed the upcoming dates and meeting announcements.

REVIEWED DATES & MTG ANNOUNCEMENTS

Board Member Wilson thanked the members of the Policy Committee for their dedication and hard work. He recognized Mrs. Kristy Woodbury for the time she volunteered researching Professional Boundaries noting that it saved the committee hours of work.

BOARD MEMBER COMMUNITY ACTIVITY REPORTS

Board Member Gilbert agreed with Mr. Wilson and added that our policies are well-written and researched. She reported that she attended the last Budget Committee meeting and thanked Dr. Lancaster and Ms. Wiggins for providing three budget scenarios as we begin preparations for next year. Mrs. Gilbert also recognized Tasha Morse for the work she put into the virtual concert and said she thoroughly enjoyed watching it.

President Angerman thanked everyone who volunteered their time to provide activities for students over the winter break.

Meeting Adjourned at 8:18 P.M.

ADJOURNED AT 8:18 P.M.


SCHOOL BOARD SECRETARY

MEMORANDUM

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

FROM: CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Economic Development Department

DATE: April 6, 2021

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

Wrangell was selected, along with Skagway, Hoonah and Angoon, to participate in a joint UAS/USFS research project to understand the effects of the COVID-19 pandemic on tourism and implications for rural Southeast Alaska communities. The goals of the one year study (which began in October) are to (1) explore the social and economic effects of COVID-19 on the Southeast Alaska region in general and focusing on four communities (boroughs/cities) with varying degrees of engagement with the tourism economy. (2) develop an understanding of how communities have adapted to these changes through policy, programs, initiatives, or governance structures, and (3) report out to the communities about the findings. A focus group with Wrangell businesses was held in early March and a second one is in the process of being established. The participants respond to a series of 5 or 6 questions to encourage conversation and dialog regarding some of the impacts, measures to mitigate and recovery options.

FEMA Port Security Grant Program:

Staff participated in a second webinar for this program for eligibility and requirements. The Borough applied last year for port security cameras but did not receive the award. Their application process can be complicated. Focus of the grant is cyber security safety. There are a few other options that could be eligible but Port Security and how it falls into the FEMA program requirements and the priorities of the Captain of the Port are crucial.

Port Infrastructure grant:

This Program through the US Dept of Transportation Marine Administration (MARAD) was announced in mid March and is a national competition grant. There are specific requirements and we are determining if we are eligible or able to apply – minimum grant amount, match, priority projects.

Planning and Zoning:

The Commission has made some tweaks to their development of draft zoning for the Institute Property. The Commission and is proposing formal changes to the Master Plan and new zoning districts – including Medium Density Residential, Rural Commercial, and Planned Unit Development Districts.

Former Junkyard Subdivision:

Staff sent final notices of interest or non interest to the adjacent landowners who had previously requested interest in purchasing a portion of the cleaned-up property behind their existing properties. Staff heard back from one landowner interested in purchasing. Based on this information, a several draft preliminary plats have been presented to staff for review and comments which is currently on-going.

Tourism:**DMAWest Tech Summit:**

This is an annual conference that was cancelled last year due to the pandemic and has gone virtual for this year. They provided 2 sessions 2 days a week over the course of the month of March. The Sessions focused on tech tips, tools, new trends, and online marketing needs, tracking, analytics. Unfortunately, while there was some great information gleaned from the sessions, the virtual conference was not as strong as the in person.

Website Development:

The PSA with SPAWN Ideas was completed and the initial work on the new website has begun. They will provide staff with weekly updates and have scheduled three meetings through May with the CVB to review work progress. The website is expected to be completed end of May/early June.

Cruise ships:

At this time, it appears that all foreign flag vessels that call on Alaska have been cancelled. A few ships that are expected to cancel are still on our calendar until we receive the official notice. We started the season in January with a capacity of almost 20,000pax which has now dropped to a maximum capacity of under 2000pax. The actual number of cruise visitors to Wrangell will likely be much smaller than capacity due to protocols and restrictions for COVID-19 safety measures.

Branding:

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	Manager's Rept.

Update on Institute Property Development

SUBMITTED BY:
Carol Rushmore, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Preliminary Plat

RECOMMENDATION MOTION:
For information only.

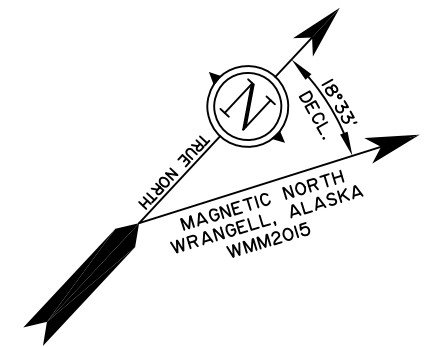
SUMMARY STATEMENT:
R&M Engineering- Ketchikan has provided formal preliminary plat documents for review and approval by the Planning and Zoning Commission. The public hearing before the Planning and

Zoning Commission has been noticed and is currently scheduled for April 14, 2021 in person and by Zoom. A copy of the preliminary plat is attached.

A US Army Corps of Engineers permit for wetland fill has been submitted by R&M Engineering to the Corps of Engineers. The initial permit is for filling of wetlands for utilities and roads. The Corps may come back and require that the Borough also provide the mitigation for the entire subdivision but the application is starting with only the public ROW. Often individuals can get an exemption to the permitting requirement if the fill is less than ½ an acre. Staff will try to have a time estimate on the wetlands permit for the Assembly to report at Tuesday's meeting.

The Planning and Zoning Commission has been developing new zoning districts relevant for the Institute property as well as amending the Master Plan to address proposed use changes. Additional tweaks to some of the standards and allowable or conditionally allowable uses were made. A Single Family Medium Density Zone, a Rural Commercial Zone, a Planned Unit Development District and modifications to the Multi-Family Zone have recently been developed and will be sent to the attorney for review and ordinance development. Public hearings for zone changes and code development will need to be held by the Commission prior to all being submitted to the Assembly for review. The Commission just made additional changes to the proposed zoning. Staff is getting that new information to the attorney for inclusion in the new zoning ordinances.

U.S.S. No. 3403



80' UTILITY EASEMENT DEDICATED THIS PLAT

TRACT A
93.67 AC
4,008,080 SF

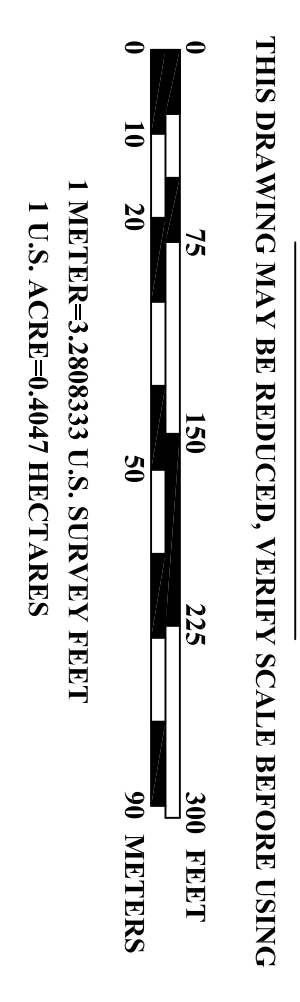
LOT 26

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

CURVE TABLE

CURVE DELTA	RADIUS ARC	CHORD	CH. BEARING	
C1	30°09'57"	2343.15	1233.65	N80°29'13"W
C2	13°07'45"	2343.15	536.93	S21°58'08"E
C3	0°44'02"	2343.15	30.02	S28°54'01"E
C4	0°44'01"	2343.15	30.01	S29°38'03"E
C5	2°26'16"	2343.15	99.70	S31°13'12"E
C6	2°41'32"	2343.15	110.10	S33°47'06"E
C7	3°11'59"	2343.15	130.84	S36°43'52"E
C8	3°11'04"	2343.15	130.23	S39°55'23"E
C9	3°30'57"	2343.15	143.76	S43°18'24"E
C10	0°32'19"	2343.15	22.03	S45°18'02"W
C11	28°35'47"	143.49	71.62	S08°04'11"W
C12	12°04'04"	143.49	30.22	S52°48'20"W
C13	16°31'43"	143.49	41.39	S67°06'14"W
C14	28°35'47"	113.49	56.64	S67°04'11"W
C15	8°21'49"	173.49	25.33	S71°11'11"W
C16	5°45'19"	70.00	67.12	N77°09'46"W
C17	5°45'61"	100.00	92.25	N77°09'46"W
C18	0°00'02"	130.00	124.65	N77°09'46"W
C19	0°00'02"	564.08	0.06	N45°34'09"W
C20	0°02'27"	2343.15	1.67	S45°32'58"E

SCALE 1"=75'



SHEET 2 OF 4

PRELIMINARY



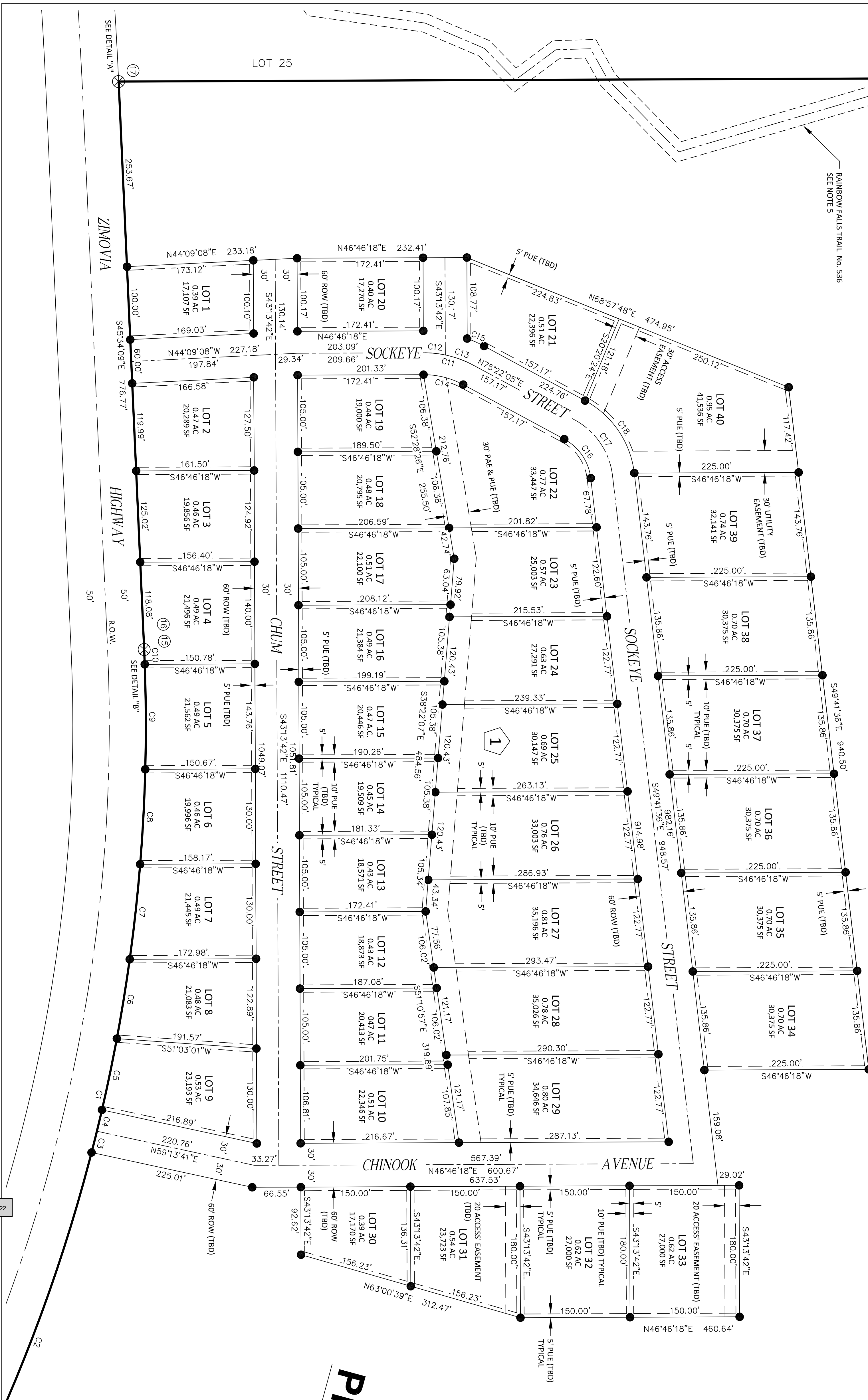
R&M ENGINEERING & SURVEYING, INC.
 1000 W. BROADWAY, SUITE 300
 ANCHORAGE, ALASKA 99501
 Phone: (907) 252-9917
 Fax: (907) 252-9411
 Phone: (907) 506-8830

SHOEMAKER BAY SUBDIVISION II
 A SUBDIVISION AND REPLAT OF
 LOT 26, OF U.S.S. No. 3403,
 BLOCKS 1, 3, & TRACT A, OF SHOEMAKER BAY SUBDIVISION (PLAT 87-5),
 AND
 PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT VACATIONS
 CREATING
 LOTS 1 - 40 WITHIN BLOCK 1, AND TRACT A WITHIN BLOCK 2,
 SHOEMAKER BAY SUBDIVISION II
 CONTAINING 121.86 ACRES MORE OR LESS

LOCATED WITHIN
 SECTIONS 8 & 12, TOWNSHIP 63 SOUTH, RANGE 84 EAST
 COPPER RIVER MERIDIAN, ALASKA
 WIRANGELL RECORDING DISTRICT

SURVEYED BY: R&M
 DATE: JULY 2020
 DRAWN BY: MCH

CHECKED: CGP
 DATE: AUGUST 2020
 R&M PROJECT NO.: 202725



LOT 25

ZIMOVIA

HIGHWAY

CHUM

SOCKEYE STREET

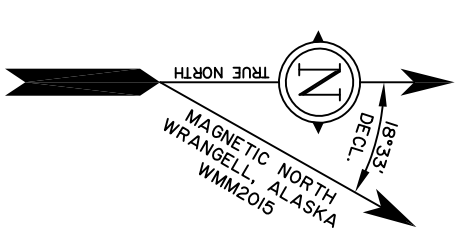
SOCKEYE STREET

CHINOOK AVENUE

SEE DETAIL "A"

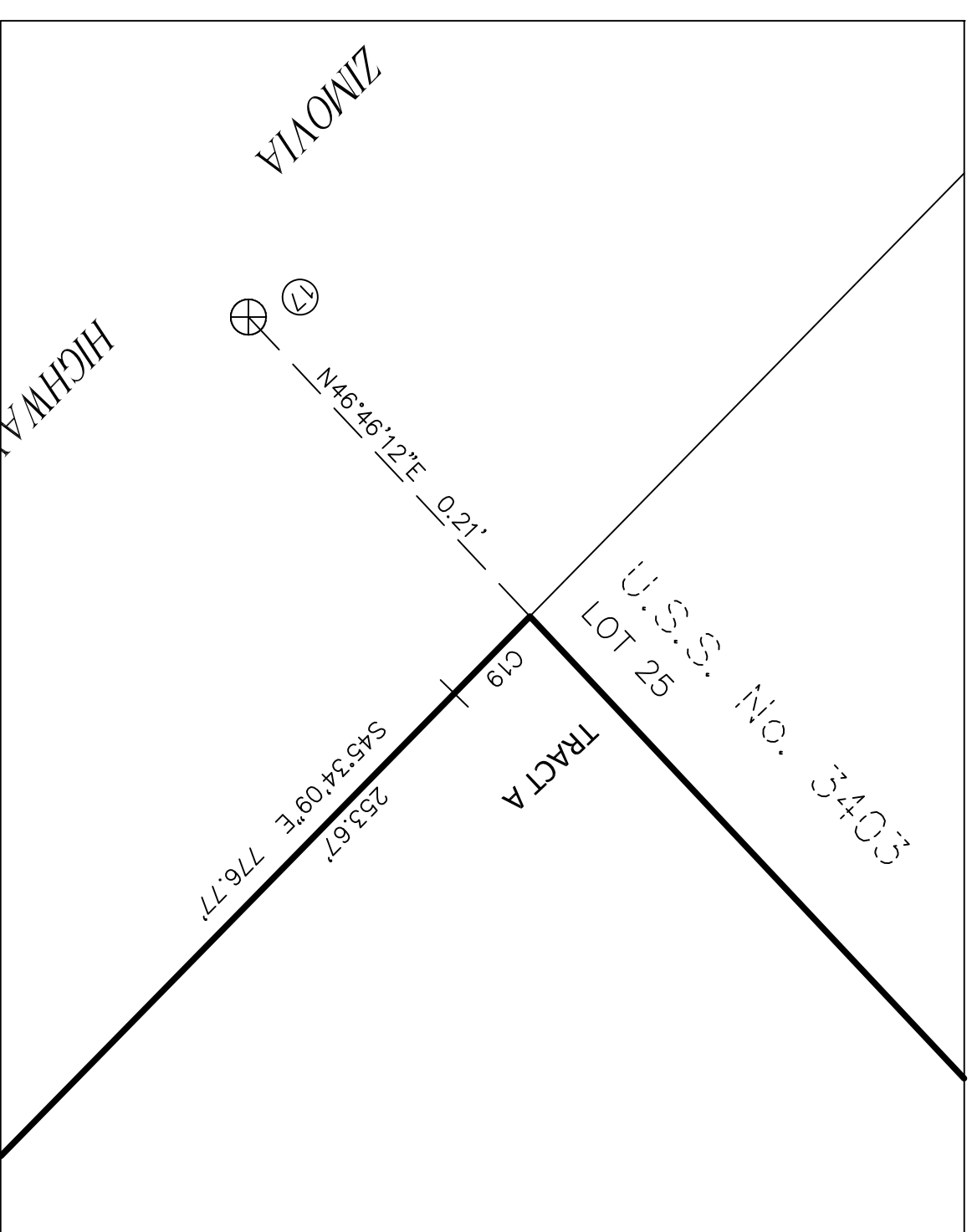
SEE DETAIL "B"

RAINBOW FALLS TRAIL, No. 536
 SEE NOTE 5

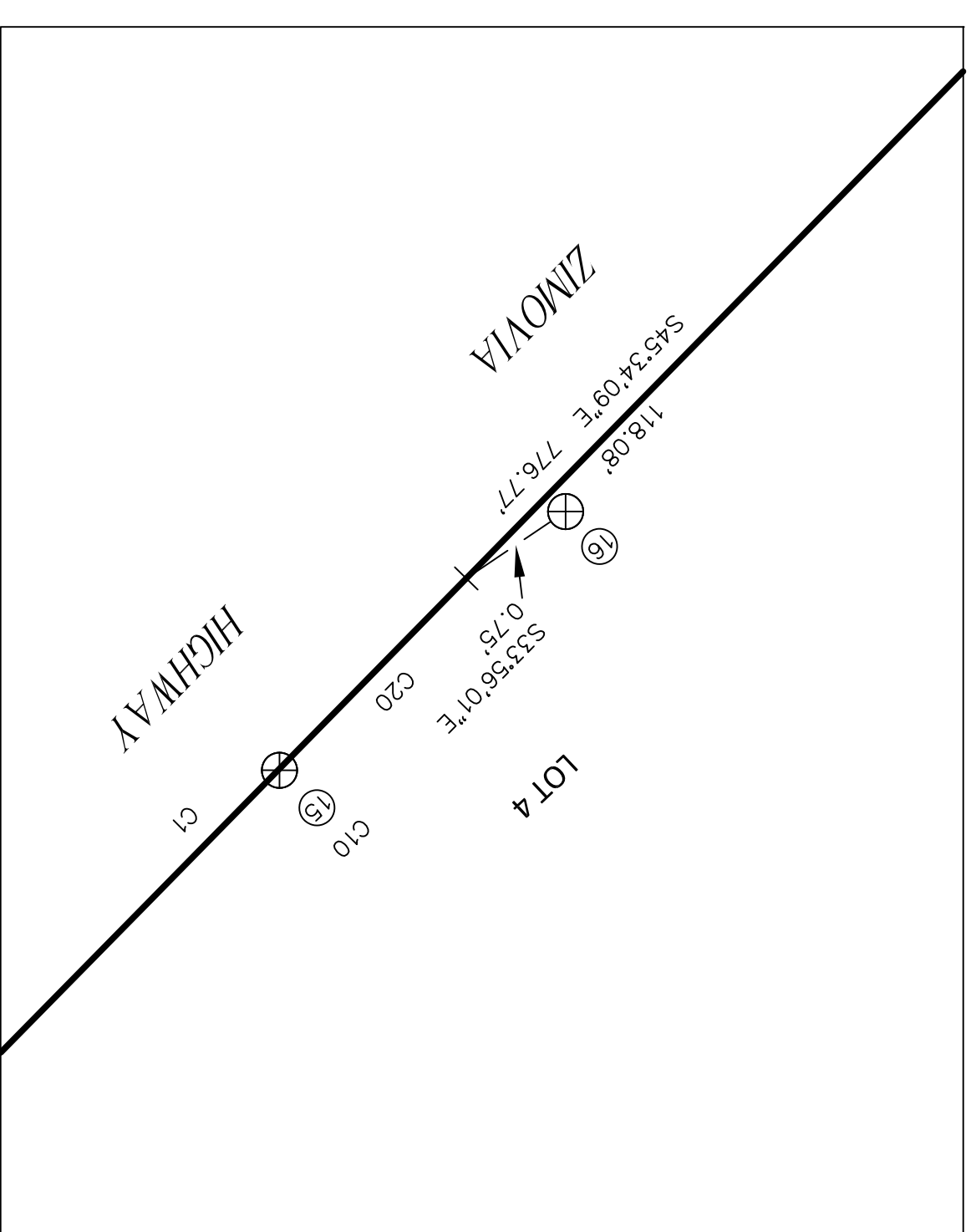


LEGEND	
1	BLOCK NUMBER
	PRIMARY MONUMENT REMOVED THIS SURVEY
	FOUND BLM/GLO MONUMENT
	SECONDARY MONUMENT SET THIS SURVEY
	SECONDARY MONUMENT RECOVERED
	MONUMENT NUMBER
	SET PRIMARY MONUMENT THIS SURVEY
	FOUND PRIMARY MONUMENT
	UNSURVIVED
	SURVIVED
	ROW CENTERLINE
	OVERHEAD ELECTRICAL LINE
(R1)	RECORD PER U.S. No. 3709 (PLAT 65-250)
(R2)	RECORD PER SHOEMAKER BAY SUBD. (PLAT 87-9)
(R3)	RECORD PER U.S. No. 3403 (SUBD. OF LOT 4, U.S.S. No. 3403)
(R4)	RECORD PER TRUST LAND SURVEY No. 2018-10 (PLAT 2020-5)
XX	MEASURED DATA
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(T80)	TO BE DEDICATED TO THE PUBLIC BY THIS PLAT

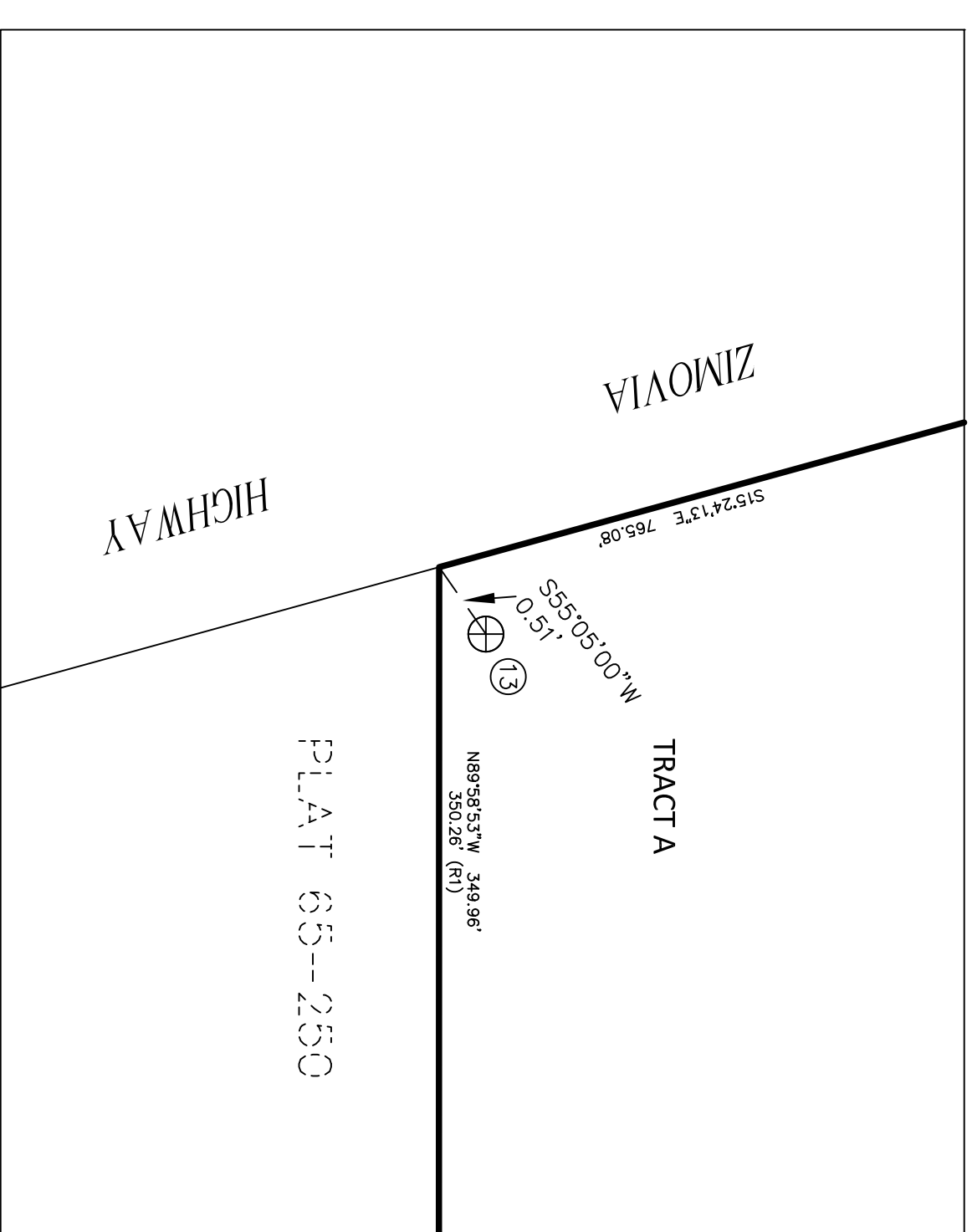
DETAIL A
SCALE: 1" = 1'



DETAIL B
SCALE: 1" = 1'



DETAIL C
SCALE: 1" = 1'



PRELIMINARY

SHEET 2 OF 4

PRSM
 RAY FENNER BERG-KATCHELIKAN, INC.
 1000 W. KETCHIKAN AVENUE, SUITE 300
 KETCHIKAN, AK 99901
 Phone: (907) 225-9917
 Fax: (907) 225-9411
 WRANGELL OFFICE
 1000 W. WRANGELL AVENUE
 WRANGELL, AK 99929
 Phone: (907) 305-4820

CERTIFICATE OF AUTHORIZATION #: CS76

SHOEMAKER BAY SUBDIVISION II

A SUBDIVISION AND REPLAT OF
 LOT 26, OF U.S.S. No. 3403;
 BLOCKS 1 - 3, & TRACT A, OF SHOEMAKER BAY SUBDIVISION (PLAT 87-5);
 AND
 PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT VACATIONS
 CREATING
 LOTS 1 - 40 WITHIN BLOCK 1, AND TRACT A WITHIN BLOCK 2,
 SHOEMAKER BAY SUBDIVISION II
 CONTAINING 121.86 ACRES MORE OR LESS

LOCATED WITHIN
 SECTIONS 8 & 17, TOWNSHIP 63 SOUTH, RANGE 84 EAST
 COPPER RIVER MERIDIAN, ALASKA
 WRANGELL RECORDING DISTRICT

SURVEYED BY: R&M
 DATE: JULY 2020
 DRAWN BY: MCH
 DATE: AUGUST 2020

SCALE: 1" = 150'
 CHECKED: CGP
 R&M PROJECT NO.: 202725



City and Borough of Wrangell
Wrangell Municipal Light and Power Department Report
March 4, 2021

WML&P Status

- **Hazard Tree Assessment and Brushing** – Multiple areas of brush removal. This is an ongoing project. Also topped trees near Primary Lines
- **Responded to February Power Outage** – Feeder 4 (unknown cause; suspect snow loading)
- **Four New Services Installed**
- **Surge Protectors Installed**

Financials:

- In the month of **February** WML&P sold 4,330,649 KW Hours of Electricity, generating \$465,798.80 of Revenue. This can be compared to 2019 and 2020 as follows:
 - 2019 - WML&P sold 3,775,971 KW Hours of Electricity, generating \$416,194.95 of Revenue.
 - 2020 - WML&P sold 3,713,344 KW Hours of Electricity, generating \$408,025.59 of Revenue.
- In the month of **March** WML&P sold 3,484,383 KW Hours of Electricity, generating \$384,679.55 of Revenue. This can be compared to 2019 and 2020 as follows:
 - 2019 - WML&P sold 3,200,488 KW Hours of Electricity, generating \$358,243.40 of Revenue.
 - 2020 - WML&P sold 3,817,107 KW Hours of Electricity, generating \$417,639.47 of Revenue.

City and Borough of Wrangell Capital Facilities Department Report April 8, 2021

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

- **General Department News**

- The Capital Facilities Department is now located in the Municipal Light & Power office. Building permit applications, including structural and trades, can now be acquired in one location.
- Over the course of the last month, maintenance staff have been focused primarily on coordinating follow-up and annual inspections of life and safety systems in all buildings, including sprinklers, fire alarms, fire extinguishers, and emergency/exit lighting. Beyond that priority, much time remains devoted to heating, air, and ventilation systems in the PSB, Nolan Center and Swimming Pool, as well as routine preventive maintenance, as time allows. Maintenance has also been working with the Director to identify some of the more significant maintenance needs for our buildings for the purpose of maintenance budget development.
- Our department is coordinating with SEARHC as we approach the date of April 15, 2021 whereby SEARHC will relinquish occupancy and maintenance responsibility of the building at 310 Bennett Street to the Borough. SEARHC has been instrumental in clearing the building of debris and disposing of it at their expense. Borough maintenance staff will assume daily inspections of the building to maintain the integrity of the building until a decision is made regarding its future use.

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

GENERAL FUND PROJECTS

- **Nolan Center Standby Generator.** The Division of Homeland Security and Emergency Management has awarded the Borough \$240,000 toward this project.

In February, a subsequent grant application was submitted to the Division of Homeland Security and Emergency Management requesting an additional \$80,000 to complete the installation of project, assuming a new generator is procured and additional funds are required for the remainder of the project needs. We likely will not know of the success of that application until later this year.

In the meantime, following staff's February 3, 2021 outline of the proposed plan to advance the project, next steps would be to confirm power capacity for the full building systems and begin working with NC Power Systems to determine if a used generator that would serve our needs is available or if a new unit will be procured. Locating a used unit to serve our needs within the grant timeline may prove challenging; however, we will attempt this option before pursuing a new generator.

- **Public Safety Building Condition Assessment.** Following the work session with the AMC Engineers to review their Condition Survey Report and discuss alternatives for next steps, administration has outlined the building replacement and renovation costs optional requested be developed for further consideration by the Borough Assembly. Staff will be working with AMC to further developing those alternative project cost options.
- **Skeet Range Improvements.** In addition to the \$55,000 grant received in 2020 from the National Rifle Association (NRA) for improvements to the Skeet Range, the Borough was notified our subsequent application for Phase II of this project was selected by their State Fund Committee to move forward in the grant process and was scheduled to be reviewed by The NRA Foundation Board of Trustees for final approval. We anticipate learning more of the success of that funding request soon to be able to develop a larger project, encompassing Phase I and Phase II, under one project.

COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND / FEDERAL HIGHWAYS FLAP GRANT

- **Non-Motorized Transportation System (Mt. Dewey Trail Extension).** Two engineering proposals were received in response to the Request for Qualifications solicitation for the Non-Motorized Transportation System project design. An evaluation committee finalized their evaluation, interview, and selection process. PND/Corvus ranked #1 and proHNS/Fjord ranked #2. Staff notified the firms on April 6, 2021 of the selection status and have begun scope development and fee negotiations with PND/Corvus. It is expected that a recommendation to award would be on the Assembly's April 27, 2021 agenda, if not sooner.

ELECTRIC FUND

- **Environmental Assessment for Utilities Campus Master Plan.** Shannon & Wilson is scheduled to perform the Environmental Assessment for Utilities Campus Master Plan. They have a notice to proceed and have been waiting on the snow to disappear to be able to accomplish their visual site assessment. The assessor was scheduled to fly into Wrangell on April 8; however, weather conditions in Juneau caused Alaska Airlines flight 64 to be cancelled. We are rescheduling for their site visit next week.

WATER FUND

- **Upper Reservoir Bypass.** The engineers completed the 50% level design for this project and are working toward completing the final design. The engineers are coordinating the design with the State of Alaska Dam Safety division to ensure the design meets dam regulations and will receive their approval of the final design, ready for construction when future funding is available. With the availability of a balance of project funds, staff are recommending adding the survey and design for replacement of the existing Ductile Iron Pipe into the design contract. Approval of

Amendment No. 1 to Shannon & Wilson's PSA for this work is being requested by the Assembly on April 13, 2021.

- **Water Mains Replacement.** DEC granted the CBW a grant extension to accommodate the Contractor and allow the Borough additional time as may be necessary throughout the remainder of the project. During the week of March 28th, the Contractor began welding HDPE pipe for the first section of water line replacement between Zimovia Highway and Case Avenue.
- **Water Treatment Plant Improvements.** See attached Memo addressed to Lisa Von Barga and dated April 8 as an update to this project.
- **Upper Dam Stabilization and Repair.** Shannon & Wilson engineers have prepared their fee proposal to address an alternatives analysis for the stabilization and repairs of the upper dam, to a status that is greater than minimum requirements according to Corps of Engineer (COE) dam guidelines. Having this feasibility study is the first step to advancing the project for our critical drinking water dam infrastructure to a "shovel-ready" status. A request for approval of a PSA with Shannon & Wilson for this work is scheduled to be reviewed by the Assembly on April 13th.

HARBOR FUND

- **Shoemaker Bay Harbor Replacement.** Staff continue to work through the possibility of adding the new float replacement and certain electrical upgrades on the grid to the Shoemaker Bay Replacement project, funded in part with ADOT Matching Grant Program funds. If approved, the Borough's 50% match would come from the 2016 Gulf of Alaska Pink Salmon Disaster Relief.
- **Harbor Security System.** The Division of Homeland Security and Emergency Management recently received the return of unused grant funds from other projects, which allowed them to issue an Amendment to this project, obligating an additional \$13,838.00 for equipment purchase. This brings the total of grant funds available for this project to \$148,000.

This grant amount does not fully cover the anticipated costs for installing the system for the Priority #1 site, identified as the Marine Service Center. Staff are working to address the unmet costs for the Priority #1 site, Marine Service Center, before committing to the project site for which this grant will fund and moving forward with the project. We have applied for this shortfall in funds, and as well the full project (all ten Ports and Harbors sites) under the Homeland Security's grant round for FY2021.

SANITATION FUND

- **Solid Waste Transfer Station Upgrades (Baler project).** A solid waste consultant was hired to assist with the transition plan, including equipment alternatives, specification review for equipment specifications and handling and loading equipment compatibility, developing operational procedures, bale storage, handling and loading, nuisance control, necessary building modifications, and operational transitioning effects on staffing levels. With this effort, staff were able to develop a total project cost estimate for upgrading the Solid Waste Transfer Station to accommodate the transition from open-top waste disposal to baled waste disposal. A total

projected project budget, including a 5% contingency, has been developed in the amount of \$623,873.

Under the FY21 Budget \$90,000 was approved for expenditures toward the solid waste baler project. Additional project funding in the amount \$533,873 has been requested under Resolution No. 04-21-1576 scheduled for review and adoption on April 13th. Following approval of the project funds, a sole source procurement for the purchase of the baler equipment will also be reviewed for approval on April 13th. The baler has an approximate 12-week lead time to ship out of the factory, and AML/Republic has agreed to grant the Borough an extension of the earlier set deadline to transition to baled solid waste, if we can provide evidence of continued forward movement with this plan.

A work session is also scheduled at 6:00 p.m. on April 13th to review the planning work to date and the department's management plan associated with the new and upcoming solid waste baling operations.

SECURE RURAL SCHOOLS FUND

- **High School and Middle School Fire Alarm System Upgrades.** Priority project number two in the Borough's FY21-22 priority capital projects list was the High School and Middle School Life and Health Safety Upgrades with two subprojects, one being the Fire Alarm System Upgrades.

The CBW plans to submit, in conjunction with the School District, an application to the Department of Education and Early Development (DEED) under their CIP funding program. The application stands to receive higher points if an initial phase of the project, in this case the engineering design, was complete. Morris Engineering Group, Inc. was involved in this project in the late 2000s. They performed a condition assessment and identification of code deficiencies of the existing fire alarm system, developed a conceptual design with costs and engineered drawings for the fire alarm system layout. On April 13th, the Assembly will review a request for a budget amendment to fund the engineering design. They will also review a request for a sole source engineering design award to Morris Engineering Group.

(Note regarding the Public Safety Building (PSB) fire alarm system: Last month as the functionality of the fire alarm system at the Public Safety Building was being inspected, consideration was given to include its replacement design with the fire alarm system design work for the school. Given performance of the PSB fire alarm system inspection tested 100% functional, we are not pursuing a replacement design for the PSB at this time. As a future PSB renovation project is identified, a new fire alarm system would be included in that project.)

ENVIRONMENTAL REMEDIATION PROJECTS

- **Contaminated Soil Sites.** A Professional Services Agreement has been executed with Shannon & Wilson for the in-field engineering work of the site characteristic work plans for three contaminated sites. Notice to Proceed with issued by the Borough on April 8th; however, with the environmental assessment of the Power Plant and Public Works yard (as reported above under the project titled Environmental Assessment for Utilities Campus Master Plan) scheduled to be performed by the same engineering firm, we have asked them to delay mobilizing into Wrangell for a short time to be able to combine mobilization efforts between the two projects.

FUTURE PROJECT PLANNING

- A **FY22 CIP Capital Projects Budget** is being developed for consideration for funding next year.
- **Federal Earmarks.** We submitted a total of five requests, three as part of the FY 2022 appropriations bills and two transportation-related requests for potential inclusion in a Federal highway/public infrastructure bill.

Our three Community Project requests for FY 2022 appropriations bills were:

1. Wrangell public safety Building Rehabilitation
2. Wrangell Upper Reservoir Connection to Water Treatment Plant
3. Diesel Generation Power Plant Replacement

Our two transportation-related Community Project requests were:

1. Meyers Chuck Community Access - Harbor Infrastructure Replacement
2. Wrangell Inner Harbor Infrastructure Replacement

MEMORANDUM

TO: Lisa Von Bargaen

FROM: Amber Al-Haddad, Capital Facilities Director

SUBJECT: Water Treatment Plant Improvements Project Status

DATE: April 8, 2021

Lisa,

This Memo serves as to review the status of the Water Treatment Plant Improvements Project since your March 23rd report.

As stated earlier, we are working diligently to advance this project to the design phase. With DOWL's initial fee proposal presented at a level higher than the existing funding line item for their scope of services, we have had several discussions with both funding agencies, USDA and EDA, with regard to overcoming this hurdle.

Adding to this concern was the new information from the funders that their money could not be used to reimburse for design expenses until a construction contract was awarded. This scenario puts the Borough in a position to be obligated to pay for the over \$1,000,000 of design services if for some unexpected reason the project did not move forward. (EDA did return with a confirmation that they could reimburse for their portion of the project design expenses, but that level of EDA reimbursement is only approximately \$370,000, which would still leave the Borough with a design fee obligation of over \$630,000)

The only reason we could anticipate the project not moving forward to construction, following the design work, would be if the construction costs were projected to be more than the funding available for the project.

It has been six years since the Preliminary Engineering Report with cost estimates were developed. Add to six years of generally expected inflation the unruly market cost trends over the last year, and couple that with the Buy American and American Iron and Steel requirements from both funding agencies, which were not anticipated under the 2016 cost estimate development (funding had not been identified at that time), there is serious concern about cost escalation of the project.

All parties involved in this project (CBW, UDA, EDA) believe it is in the best interest of the project to request additional project funds at this time, before entering into a contract with an engineering design firm. Both UDA and EDA program staff continue to be incredibly supportive of the project and are offering assistance as they are able, considering their programs'

Water Treatment Plant Improvements Project Status Memo
April 8, 2021
Page 1 of 2

regulations. While there is no guarantee of additional grant funds, EDA staff explained that there may be \$500 Million coming to the EDA Region 10 from the new federal spending bill. In order to be considered for additional funding, the Borough would be required to submit a formal request for additional funding, with the supporting documentation. That supporting documentation would be an update to the preliminary Engineering report and the engineer's estimate contained therein.

Like the original determination of engineering firms' involvement with the PER versus final design, EDA and USDA would not allow DOWL as the possible engineer of record to also update the PER. Therefore, the Borough has contacted CRW Engineers, who developed the original PER, to update the document and estimates.

Staff is working with CRW to identify the scope of this PER updated work and obtain a fee proposal from them. Included in this effort also will be a reassessment of the process through which the backwash water and solids handling would be addressed through the new project. CRW is committing to work with us and deliver the draft updated report by the end of April. Following review and comments as necessary, they believe they could have the final delivered after another one to two weeks' time. EDA suggests that they would submit our funding request at the next monthly funding review committee meeting, with the belief that the review and response timeline could be about one months' time after submitting the request.

Staff asked the funding agencies if the Borough's \$119,000 of local contribution to the project could be used toward the value engineering estimate and PER update. They have both responded that it is unlikely, since it was not part of the project to begin with, but suggested we formally ask the question for them to be able to provide a final response. We are seeking these responses consecutively as we work with CRW on the PER piece. If USDA and EDA disapprove using our current local funding contribution, a budget amendment would be required to pay for the engineering services from the Water Dept. Fund reserves.

At this time, the design procurement process used to select DOWL remains but moving forward is on hold until the PER and estimates are updated and the possibility of additional grant funding is known.

Discussions with DOWL to date suggest that they would be willing to share their review of the project with CRW Engineers through the PER update, especially as they envisioned complexities of the on-site solids handling concern. DOWL has also suggested that their fee could be reduced with some tightening of the scope of work as we work together to align the scope and budget to meet the project need.

**City and Borough of Wrangell
Irene Ingle Public Library Report
Director: Margaret Villarma
April, 2021**

National Library Week

National Library Week was April 4 through April 10th. The Friends of the Library sponsored a parking lot lunch event on April 6th. We served the public hotdogs, chips and homemade cupcakes donated by Kay Jabusch. The event had a great turnout of 114 people. We want to thank the Friends of the Library for all that they do to make our library the asset that it is to our community.

Zoom Storytime

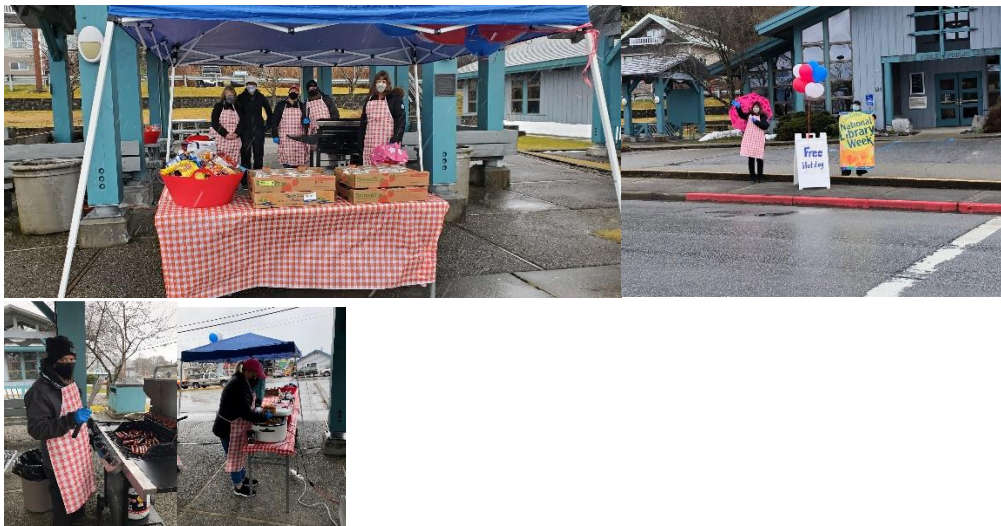
The library is going to partner with the Forest Service the week of April 19th which is Bird Fest. Our zoom storytime will be led by Corree Delabruue from the Forest Service.

Summer Reading Program

We have sent out our donation letters to the community asking for donations for the reading program. We have had great feedback and the prizes are rolling in.

Grants

The library applied for the First Bank Community Development Grant in the amount of \$3000.00. This grant will help cover the cost of the Summer Reading Program. We also applied for the Interlibrary Cooperation Grant through the state to pay for a reading challenge software and mobile app called Beanstack. If we receive this grant we will be able to use this program to have reading challenges for all ages. Since we were not able to travel to the library conference this year, our grant through WCA allowed us to transfer the \$2,000 travel amount to pay for more furniture to be reupholstered in the library.



CITY & BOROUGH OF WRANGELL, ALASKA

Item a.

BOROUGH CLERK'S REPORT

SUBMITTED BY:

Kim Lane, Borough Clerk

Upcoming Meetings & Other Informational dates:

Community & Other City Boards/Commissions:

- April 14** Planning & Zoning Commission mtg. at 7:00pm by teleconference – *Rescheduled from 4/8/2021*
- April 24** Community Clean-up event (sponsored by WCA/IGAP) from 8:30 am to 1:00 pm
- May 1** Tax Free day!!

Meetings and Other events of the Borough Assembly:

- April 15** Work Session with School Board and Borough Assembly (and Staff) by Zoom only at 7:00 PM
- May 10** Board of Equalization Meeting at 6:00 PM
- May 11** Regular Borough Assembly Meeting at 6:00 PM
- May 25** Regular Borough Assembly Meeting at 6:00 PM

Budget Calendar Dates for Assembly:

- April 19** Draft Budget Submitted to Assembly for Review
- April 26** Enterprise Fund Budget **Questions Due from Assembly**
- May 1** **Statutorily Required Date for FY 2022 School Budget Submittal to CBW**
- May 3** General & Misc. Fund Budget **Questions Due from Assembly**
- May 4** **Work Session:** Enterprise Fund Budget
- May 11** CIP and Capital Equipment/Vehicle Budget **Questions Due from Assembly**
- May 13** **Work Session:** General & Misc. Fund Budget
- May 18** **Work Session:** CIP and Capital Equipment/Vehicle Budget
- May 25** School Budget Local Contribution Action (during Regular Assembly mtg.)*
- May 27** Extra Budget Work Session (Only if Needed)
- June 8** Official Budget Public Hearing (during Regular Assembly Meeting)
- June 22** Budget Adoption (during Regular Assembly Meeting)
- June 30** **Statutorily Required Date for Local School Contribution Appropriation**

***The school budget and local contribution must be approved within 30 day of submittal of the district's budget. Action by the Assembly will change based on when the budget is submitted to the Borough.**

Clerk Traveling:

Just a reminder that I will be traveling from tomorrow, April 14th through April 24th.

Depending on travel restrictions upon my return on the 24th, I will be in attendance I will either be in attendance in-person or via Zoom for that Assembly meeting. In my absence, Cyni Crary will be filling in (if needed). Kimberly Powell at the school district has graciously offered to run the Joint School Board/Assembly meeting Work Session on the 15th of April.

Budget Assistance:

I have been assisting with the Department Budget Meetings. This primarily entails formatting and verifying that the links within the Budget Excel Workbook are valid and if not, correcting them. This has taken up quite a bit of my time however, I am happy to assist as the Borough goes through the transition of finding a new Finance Director.

Public Surplus:

We have uploaded several items into the Public Surplus Site! The direct link to the Public Surplus site is:

<https://www.publicsurplus.com/sms/wrangell.ak/list/current?orgid=933515>

There are links from the Borough Website to the Public Surplus site.

Wrangell Municipal Code/Ordinances/Resolutions:

Just a reminder that the Wrangell Municipal Code, Resolutions and Ordinances can be found on the Borough Website under the following links:

Municipal Code / Ordinances / Resolutions page:

<https://www.codepublishing.com/AK/Wrangell/>

Ordinances 930 to current:

<https://www.codepublishing.com/AK/Wrangell/#!/WrangellOTB.html>

Resolutions 01-17-1359 to current:

<https://www.codepublishing.com/AK/Wrangell/#!/WrangellOTC.html>

To search for **older** Ordinances or Resolutions, they can still be viewed at the following links:

Ordinances (1963 through 2016): <https://www.wrangell.com/administration/approved-ordinances>

Resolutions (1976 through 2016): <https://www.wrangell.com/administration/adopted-resolutions>

**CITY & BOROUGH OF WRANGELL, ALASKA
PUBLIC HEARING - BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	11

ORDINANCE NO. 984 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER" AND ADDING 14.05.008 "RESIDENTIAL USER FEE AND DUTY TO REPORT" IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Name(s)	PORT COMMISSION
<input type="checkbox"/>	Name(s)	Attorney
<input type="checkbox"/>	Name(s)	Insurance

ATTACHMENTS: 1. ORDINANCE NO 984. 2. Live Aboard Registration Form 3. Live Aboard Slideshow 4. Recommend Fee Schedule (for information ONLY)

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

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

RECOMMENDATION MOTION: Move to Approve Ordinance No. 984.

SUMMARY STATEMENT:

As directed, staff submitted the proposed Ordinance to the Borough Attorney and received the following recommendations:

Remove sentence in Section 14.05.008: The residential user fee will be assessed on a calendar month basis. ~~The owner of the vessel is responsible for paying the residential user fee.~~ The owner of the vessel is responsible for immediately notifying the Harbor Department Office when their vessel is being occupied and used, rented, or leased as a place of residence. Once a vessel is used as a residence, the Harbor Department will continue to assess the residence user fee until the owner of the vessel gives written notice to the Harbor Department that the vessel is no longer used for a residence.

Add paragraph in Section 14.05.008: Pursuant to Wrangell Municipal Code Sections 14.05.005, 14.11.010, Chapter 14.13, and all other relevant sections, the City and Borough of Wrangell may seek to collect outstanding residential user fees against any known owner, master, managing agent, registered residential user, other responsible party or the vessel itself.

Staff has made the attorney-recommended removal and addition to the Ordinance. Since these changes do not materially impact the content of the Ordinance, there will be no additional reading.

The following information remains unchanged from the March 23rd Meeting:

On Thursday, March 4th, the Wrangell Port Commission approved the reintroduced Ordinance No 984. They also approved the recommended Fee Schedule however; the Fee Schedule will be brought to the Assembly along with this Ordinance under a Public Hearing.

The Ordinance was reintroduced at that March 23rd Assembly Meeting under Unfinished Business. This item and the proposed Fee Schedule that is also on this Agenda for consideration under "Public Hearing" was advertised in the newspaper, the Local Radio Station, the Post Office, City Hall, the City's Facebook Page, and the City's Website at least 10 days prior to this date.

This ordinance change was needed in order to define who qualifies as a live aboard and to set clear rules as to who may be billed for a residential user fee. The harbor for years has billed a live aboard fee and the language was not sufficient in current ordinance to charge such a fee.

This Ordinance change was sent back to the port commission with new wording because there were too many questions about who this would and would not affect. Definition DD "Live Aboard" was not changed from the original proposed ordinance change. MM The "Residential user" is now defined as: When a vessel is used by any person as a residence, dwelling, or abode for 60 or more calendar days in a calendar year: This wording helped eliminate any vessel with persons living aboard for a short period of time. These user's pay up to 95% more than an annual stall holder. (e.g. Daily moorage for a 40" vessel is \$23.60 @ the daily rate. An annual 40' vessel pays \$3.19 a day @ the annual rate.)

In order to help facilitate this ordinance we also included 14.05.008 “Residential User Fee and Duty to report” The residential user fee will be assessed on a calendar month basis. The owner of the vessel is responsible for paying the residential user fee. The owner of the vessel is responsible for immediately notifying the Harbor Department Office when their vessel is being occupied and used, rented, or leased as a place of residence. Once a vessel is used as a residence, the Harbor Department will continue to assess the residence user fee until the owner of the vessel gives written notice to the Harbor Department that the vessel is no longer used for a residence. Residential Fees shall be adopted in the Harbor and Port Facilities Fee Schedule by Resolution of the Assembly.

The port and Harbor office will have a vessel registration form that will be filled out by all live aboard vessel owners. It will be the owner’s responsibility to notify the Harbor Office when they no longer live aboard the vessel.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 984

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 14.01.030(DD) TITLED "LIVE ABOARD" AND ADDING SECTION 14.01.030(MM) TITLED "RESIDENTIAL USER" AND ADDING 14.05.008 "RESIDENTIAL USER FEE AND DUTY TO REPORT" IN THE WRANGELL MUNICIPAL CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MM. "Residential User" When a vessel is used by any person as a residence, dwelling, or abode for 60 or more calendar days in a calendar year and pays annual moorage.

SEC. 4. Amendment of Chapter: Chapter 14.05 Moorage of the Wrangell Municipal Code is amended to add Section 14.05.008 titled "Residential User Fee Period and Duty to Report".

Sections:

- 14.05.005 Registration required.
- 14.05.008 Residential User Fee Period and Duty to Report.
- 14.05.010 Transient moorage.
- 14.05.015 Reserved moorage.
- 14.05.020 Customer service moorage.
- 14.05.025 General moorage conditions and restrictions.
- 14.05.030 Refusal of moorage.
- 14.05.035 Required equipment.
- 14.05.040 Utilities.
- 14.05.045 Electric service to vessels.
- 14.05.050 Authority of harbormaster to board and move vessel.
- 14.05.055 Forfeiture of space.
- 14.05.060 Authority of harbormaster to utilize restricted areas.

14.05.008 Residential User Fee Period and Duty to Report.

The residential user fee will be assessed on a calendar month basis. The owner of the vessel is responsible for paying the residential user fee. The owner of the vessel is responsible for immediately notifying the Harbor Department Office when their vessel is being occupied and used, rented, or leased as a place of residence. Once a vessel is used as a residence, the Harbor

Department will continue to assess the residence user fee until the owner of the vessel gives written notice to the Harbor Department that the vessel is no longer used for a residence.

Pursuant to Wrangell Municipal Code Sections 14.05.005, 14.11.010, Chapter 14.13, and all other relevant sections, the City and Borough of Wrangell may seek to collect outstanding residential user fees against any known owner, master, managing agent, registered residential user, other responsible party or the vessel itself.

Residential Fees shall be adopted in the Harbor and Port Facilities Fee Schedule by Resolution of the Assembly.

SEC. 5. Effective Date. This ordinance shall become effective immediately upon adoption.

PASSED IN FIRST READING: January 12, 2021.

POSTPONED IN SECOND READING January 26, 2021.

REINTRODUCED IN ITS THIRD READING March 23, 2021.

ADOPTED IN ITS FOURTH READING April 13, 2021

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk



Wrangell Port & Harbor

671 Shakes Street • Wrangell, AK 99929
(907) 874-3736 Phone

LIVE ABOARD REGISTRATION

Boat Name or Number _____ Stall _____

Boat Owner's Name(s) _____ Acct. # _____

Effective Date _____ End Date _____

****Please provide a copy of a current State Registered Photo I.D. for all live aboard patrons****
****Please provide ages of any children living aboard****

Live Aboard Name(s):

1: _____ Age: _____ 2: _____ Age: _____

3: _____ Age: _____ 4: _____ Age: _____

5: _____ Age: _____ 6: _____ Age: _____

Please complete address section below if not the owner of the vessel:

Address _____

City _____ State _____ Zip _____

Phone Number _____ Email: _____

CBW Harbor rules require that the owner of the vessel is responsible for live aboard fees and if unpaid will become a lien against the vessel. The owner(s) and person(s) living aboard agree to abide by all Port & Harbor Rules and Regulations, and hereby acknowledge that any live aboard billing will continue until notice is given to the Port & Harbor Director or Port & Harbor Staff that the live aboard has ceased.

Live Aboard Signature _____ Date _____

Owner Signature _____ Date _____

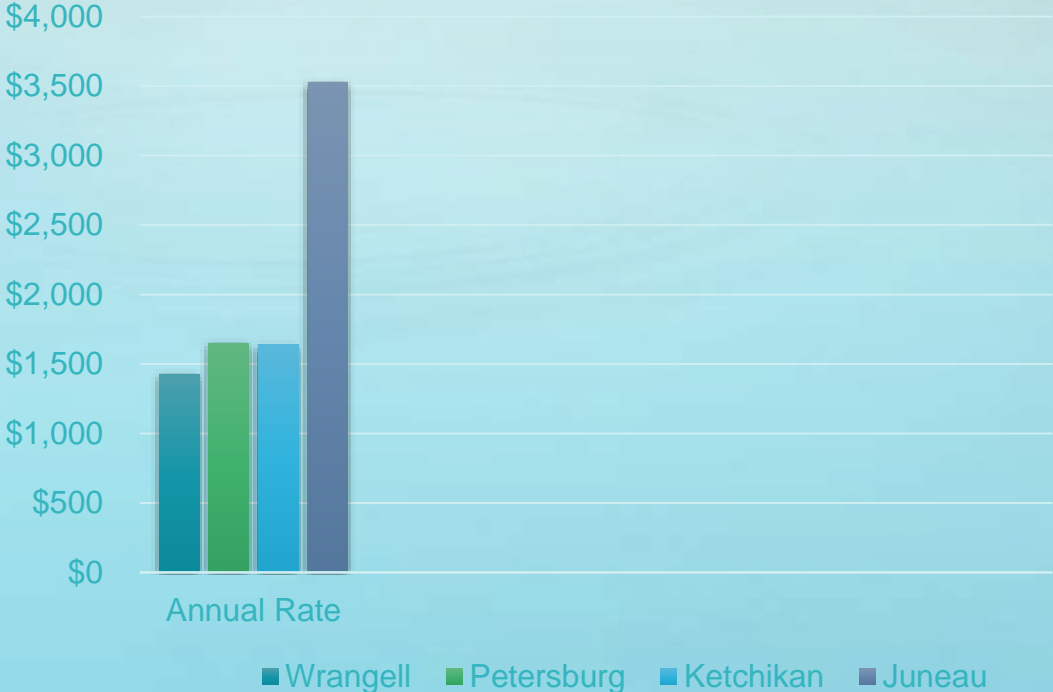
42 Harbor Approval Signature _____ Date _____

Wrangell Live Aboard

Annual Moorage Comparisons

Wrangell - \$1428.80 Annually
Petersburg - \$1650.00 Annually
Ketchikan - \$1639.50 Annually
Juneau - \$3528.00 Annually

Prices based off of a 40ft Vessel

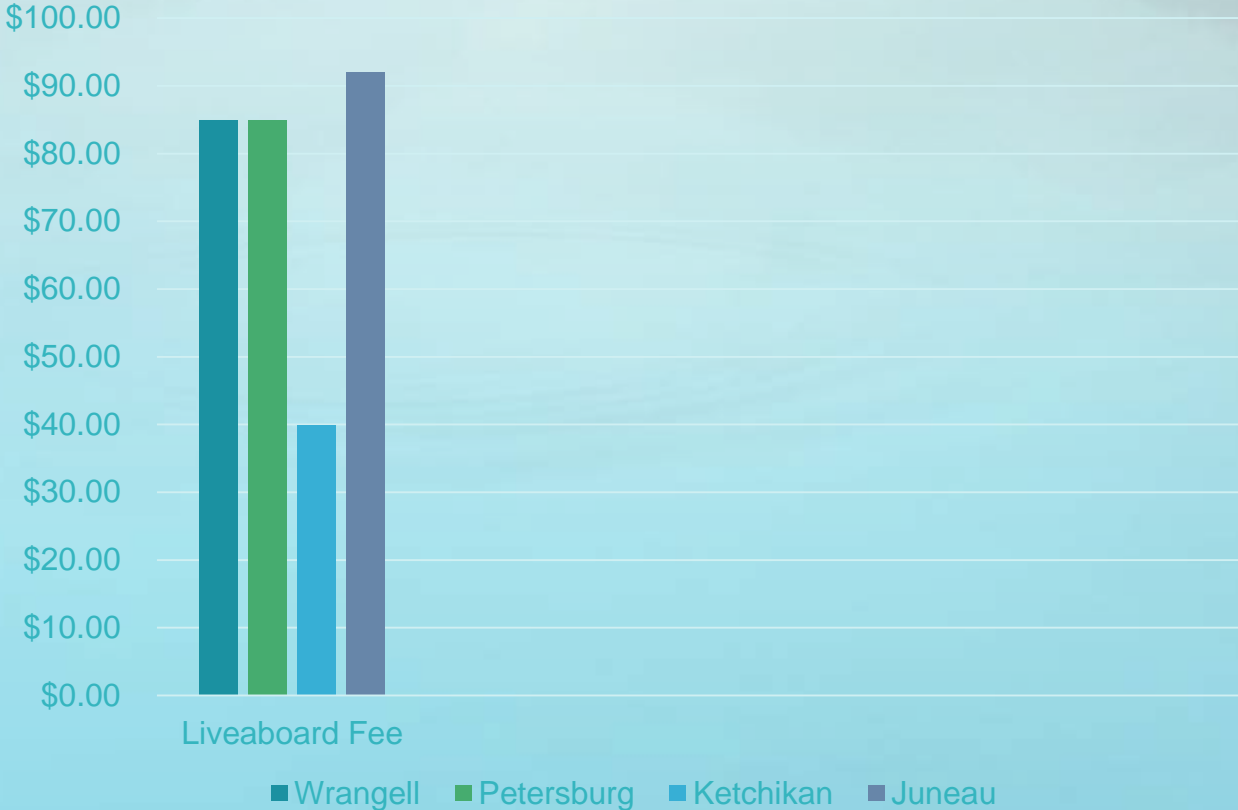


Live Aboard Comparison

Wrangell - \$85 Monthly
Petersburg - \$85 Monthly
Ketchikan - \$39.86 Monthly
Juneau - \$92 Monthly

- Wrangell's minimum Residential User Fee per household is \$116.49 per month

Water - \$47.15
Sewer - \$40.74
Garbage - \$28.60



Wrangell Harbor Fees

- Based off of a 40ft boat
- Seasonal commercial fishermen pay the higher daily or monthly rate
- Transient seasonal tourists also pay the higher daily or monthly rate.

40ft Vessel	Fee
Daily	\$23.60
Monthly	\$194.80 (\$6.49 per day)
Annual	\$1428.80 (\$3.97 per day)

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	11

RESOLUTION NO 04-21-1571 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FEE SCHEDULE ADOPTED IN RESOLUTION 12-20-1554, REFLECTING THE RESIDENTIAL USER FEE FOR HARBOR AND PORT FACILITIES

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Name(s)	PORT COMMISSION
<input type="checkbox"/>	Name(s)	Attorney
<input type="checkbox"/>	Name(s)	Insurance

ATTACHMENTS: 1. Proposed Harbor & Port Facilities Fee Schedule.

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

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

RECOMMENDATION MOTION (after Public Hearing is closed):
 Move to Approve Resolution NO. 04-21-1571.

SUMMARY STATEMENT:

As per WMC 14.11.005 Fee Schedule, when there is a needed change to the Fee Schedule, "The assembly shall, by resolution, establish fees for the harbor and port facilities. A public hearing of the assembly shall be required on the resolution that establishes such fees." Therefore, this item is under the Public Hearing section of the Agenda and was advertised accordingly.

From Port & Harbor Director Miller: According to ordinance all fee changes will come before the assembly for approval. This fee is necessary in order for the Ports & Harbors to charge for live-aboard. On this Agenda, the Assembly will be considering Ordinance 984. This Resolution is contingent on Ordinance No. 984 being approved by the Assembly.

Also, On Thursday, March 4th, the Wrangell Port Commission approved the reintroduced Ordinance No 984 as well as the proposed Fee Schedule that you have before you this evening. A Public Hearing for both the Fee Schedule and the Ordinance was held and both were advertised accordingly.

For years the Harbor has been charging a live aboard fee not realizing it had never been established in either code or resolution. That fee has been \$84.85 (plus tax) per month in addition to the slip rental fee. The new, proposed fee is \$85.00 (plus tax). The fee was increased fifteen cents because research into what other harbors were charging revealed a flat fee.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-21-1571

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FEE SCHEDULE ADOPTED IN RESOLUTION 12-20-1554, REFLECTING THE RESIDENTIAL USER FEE FOR HARBOR AND PORT FACILITIES

WHEREAS, Ordinance No. 975 was passed removing fees from the Wrangell Municipal Code for Harbor and Port Facilities, and providing for the fees to be established by resolution; and

WHEREAS, the fees for Harbor and Port Facilities must now be established by resolution; and

WHEREAS, all proposed fee changes require a public hearing and action by the Borough Assembly and the Port Commission; and

WHEREAS, this Resolution reflects the Residential User Fee rate that was approved by both the Port Commission and the Borough Assembly (Ord 984).

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

Section 1. The attached schedule of fees shall govern the fee schedule for the Harbor and Port Facilities.

Section 2. The attached Exhibit "A" includes the fees for Harbor and Port Facilities for the Harbor and Port Department.

Section 3. The attached Exhibit "A" is amended to reflect the fee for Residential Users.

Section 4. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF APRIL 2021.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

City and Borough of Wrangell Harbor and Port Facilities Fee Schedule

Approved by Resolution No. 12-20-1554

DESCRIPTION	USE	FEE		
A. Transient Moorage - WMC 14.05.010				
Daily - Prepaid	0 - 30 feet	\$0.49	per ft.	
	31 - 55 feet	\$0.59	per ft.	
	56 - 100 feet	\$0.69	per ft.	
	101 feet and up	\$1.08	per ft.	
Daily - Invoiced	Two times the daily prepaid			
	Monthly	0 - 30 feet	\$4.32	per ft.
		31 - 55 feet	\$4.87	per ft.
		56 - 100 feet	\$5.41	per ft.
101 feet and up		\$6.49	per ft.	
Designated bow tie skiff zone	\$35.00 flat fee per month			
Annual	Same as reserved moorage			
B. Reserved Moorage - WMC 14.05.015				
Wait List Deposit	\$50.00 each			
Annual	0 - 30 feet	\$30.30	per ft.	
	31 - 55 feet	\$35.72	per ft.	
	56 feet and up	\$41.14	per ft.	
Residential User Fee	\$85.00 flat fee per month			
C. Customer Service Moorage - WMC 14.05.020				
Wait List Deposit	\$50.00 each			
Annual	1.5 times the annual rate			
D. Electric Utility Service - WMC 14.07.045				
Daily	20 amp 120 v	\$5.00	per day	
Daily	30 amp 120 v	\$8.00	per day	
Daily	50 amp single phase	\$10.00	per day	
Daily	50 amp 3 phase	\$30.00	per day	
Daily	100 amp 3 phase	\$50.00	per day	
E. Outside Dock Face Moorage – WMC 14.07.005(C)				
	00 – 99 feet	\$1.07	per ft.	
	100 – 199 feet	\$1.39	per ft.	
	200 – 299 feet	\$1.55	per ft.	
	300 – 499 feet	\$1.77	per ft.	
	500 – 599 feet	\$2.09	per ft.	
	600 feet and up	\$2.38	per ft.	
F. Inside Dock Face Moorage – WMC 14.07.005(C)				

City and Borough of Wrangell Harbor and Port Facilities Fee Schedule

Approved by Resolution No. 12-20-1554

DESCRIPTION	USE	FEE	
	00 – 99 feet	\$1.07	per ft.
	100 – 199 feet	\$1.39	per ft.
	200 – 299 feet	\$1.55	per ft.
	300 – 499 feet	\$1.77	per ft.
	500 – 599 feet	\$2.09	per ft.
	600 feet and up	\$2.38	per ft.
G. Barge Ramp Facility Moorage/Mill Dock/Borough Dock – WMC 14.07.005(C)			
	Daily (\$500.00 minimum)	\$2.00 / lineal foot	
	Beach landing (\$25.00 minimum)	\$0.10 / lineal foot	
	Call outs and overtime will be charged at actual employee costs		
H. Net Gear Work on Dock - WMC 14.07.005(D)			
	First two rental periods	\$25.00	
	Each additional rental period	\$20.00	
I. Wharfage - WMC 14.07.010(C)			
	General cargo	\$2.50 / ton	
	Vehicles	\$2.50 / ton	
	Explosives	\$6.25 / ton	
	Lumber	\$1.00 / thousand milled board feet	
	Empty containers	\$3.75 each	
	Sand and Gravel	500 tons	\$1.00 / ton
	Sand and Gravel	501 – 1,500 tons	\$500.00 + \$0.20 / ton for each ton over 500
	Sand and Gravel	1,500 + tons	\$800.00 + \$0.05 / ton for each ton over 1,500
J. Storage - WMC 14.07.020(B)			
	Outside storage (\$6.25 minimum)	\$0.33 / square foot monthly	
	Inside storage	\$0.55 / square foot monthly	
	Floating log storage	\$0.10 / thousand milled board feet monthly	
	Vending storage	50% of covered vendor storage rate	
K. Gridiron - WMC 14.07.025(B)			
	Daily (after first two rental periods)	\$1.00 / foot	

City and Borough of Wrangell Harbor and Port Facilities Fee Schedule

Approved by Resolution No. 12-20-1554

DESCRIPTION	USE	FEE
L. Launch Ramp - WMC 14.07.030		
Daily Fee		\$10.00 per launch
Annual Permit		\$25.00 per calendar year if the person has a stall for a boat other than the one being launched.
		\$50.00 per calendar year if the person does not have a stall.
		If the boat being launched has a stall, there is no fee assessed.
M. Parking - WMC 14.07.035		
	No charge	\$0.00
N. Services of the Harbormaster - WMC 14.07.040		
Replace mooring lines		\$10.00 + cost of line
Skiff rental with personnel		\$150.00 per hour (1 hour minimum)
Pumping		\$25.00 + labor
Labor		Labor costs will be the actual costs of the employee. They will include wages and employee costs. Overtime and callout rates may also apply.
Raising of boats		\$150.00 + cost of materials and professional services
O. For rates, see WMC 15.04.640, Monthly Water Rates, Class B - Commercial and Industrial - Flat Rates		
P. Hoists - WMC 14.07.055		
Hourly (billed in 6-minute increments)		\$10.00 / hour
6-minute minimum		\$1.00
Resident access card (original issue)		\$10.00
Transient access card (original issue)		\$20.00
Replacement access card (lost or damaged)		\$20.00
Access card refund		1/2 original fee
Q. Work Float - WMC 14.07.060		
Trespass fee		\$50.00 / rental period
R. Gear Float - WMC 14.07.065		
Trespass fee		\$100.00 / rental period
S. Vendor Shelter - WMC 14.07.070		
Annual reserved		12 times the reserved season rate
Reserved for entire season		\$77.81 / month
Month to month		\$90.31 / month
Day to day		\$18.06 / month

City and Borough of Wrangell Harbor and Port Facilities Fee Schedule

Approved by Resolution No. 12-20-1554

DESCRIPTION	USE	FEE
T. Seaplane Float - WMC 14.07.085		
Daily	\$5.00	
Monthly	\$100.00	
Annual reserved	\$420.00	
U. Impoundment Storage - WMC 14.13.025		
	Minimum of \$50.00 per month	\$0.01 / sq. ft per day
V. Impoundment Fee - WMC 14.13.025		
This fee is in addition to other related costs		\$100.00
W. Transient Moorage at Summer Floats		
	0 - 80 feet	\$0.65 / foot / day
	81 fee and up	\$0.95 / foot / day
X. Moorage for Mill Dock and Back Side of Borough Dock Monthly Dock Rates		
	0 - 80 feet	\$4.00 / foot / month
	81 fee and up	\$5.00 / foot / month
Y. Travel and Adventure Services		
Transportation vehicles	\$50.00 / monthly	
10 by 10 space	\$20.00 / monthly	
Passenger vessels - motorized		
Daily	\$10.00 / departure	
Monthly	\$2.00 / foot per month	
Annual	\$400	
Passenger vessels - nonmotorized		
Water vessel	\$1.00 / launch	
Land vehicle	\$0.50 / rental	
Z. Port Development Fees		
	120 - 499	\$1.50 per ft.
	500 and up	\$2.38 per ft.
AA. Lightering Fee	40% of applicable dockage fees and port development fees, combined	

City and Borough of Wrangell Harbor and Port Facilities Fee Schedule

Approved by Resolution No. 12-20-1554

DESCRIPTION	USE	FEE	
BB. Marine Service Center Fees			
Round trip lift fees	0 - 40 feet	\$13.10	per ft.
	41 - 58 feet	\$14.28	per ft.
	59 - 75 feet	\$15.48	per ft.
	76 - 90 feet	\$17.86	per ft.
	91 - 120 feet	\$20.24	per ft.
	121 - 140 feet	\$22.63	per ft.
	141 feet and up	\$25.00	per ft.
Boat lift minimum	150 - ton	\$357.20	per hr.
	300 - ton	\$595.33	per hr.
Work area storage	\$0.59	per sq. ft.	per mo.
Long-term Storage	\$0.37	per sq. ft.	per mo.
After 12 consecutive months, long-term storage rate doubles			
Cancellation	\$330.00		
Inspection hoist			
Up to 2 hours of hoist time	60% of round trip		
After first 2 hours of hoist time	150 - ton	\$82.50 / 15 minutes	
	300 - ton	\$137.50 / 15 minutes	
Pressure Washer	\$200 / foot		
Electrical	Refer to subsection (D) of this section		
Environmental fee	\$15.00 per haulout or per month		
Hydraulic trailer fee			
Round trip	\$10.46 per foot		
	One-way		
Minimum fee	\$247.50		
Off-site transport fee	Round trip or one-way fee plus travel time at \$350.00 per hour with a one-hour minimum.		
Long-term storage reservation fee	\$100.00		
CC. Port Security Personnel			
Cruise Ship Security Fee	\$25.00 per hour for a security person at the dock while a cruise ship is moored to the CBW dock.		
DD. Meyer's Chuck Moorage			
Transient Moorage - WMC 14.05.010			
	Daily - Prepaid	\$0.20 / foot	
	Daily - Invoiced	Two times the daily prepaid rate	
	Monthly	\$1.75 / foot	
Reserved Moorage - WMC 14.05.015			
	Annual	\$12.00 / foot	

**CITY & BOROUGH OF WRANGELL, ALASKA
PUBLIC HEARING - BOROUGH ASSEMBLY AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	11

ORDINANCE NO 993 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF LOT A-1A, TORGRAMSEN-PRUNELLA SUBDIVISION FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL

SUBMITTED BY:
Carol Rushmore, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Draft Ordinance 993; 2. Letter from WCA requesting change; 3. Plat 2015-3; 4. Aerial

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

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

RECOMMENDATION MOTION:
Move to Approve Ordinance No. 993.

SUMMARY STATEMENT:

First Reading of this ordinance was held on March 23, 2021. The ordinance and the remainder of the agenda statement remain unchanged from the previous meeting.

WCA recently requested a modification to their Contract Zone for a transportation office and maintenance warehouse facility on Lots A-1A and Lot A, Torgramsen-Prunella, to only have Lot A of Torgramsen-Prunella Subdivision be part of the Contract Zone. This was approved by the Assembly subject to the condition that Lot A-1A be rezoned to a single zone.

Lot A-1A was originally two lots that were combined into a single lot by Plat No. 2015-3 Torgramsen-Prunella Subdivision. The former front portion of the lot (approximately 13,000 square feet) with the existing building (Lot 2 Spruce Subdivision Plat No. 82-15) was zoned commercial, and the back portion of the lot (approximately 15,000 square feet) that was originally part of the larger Torgramsen property, was zoned Single Family Residential. The landowner did not want to modify the zone of either portion of the Lot A-1A at the time of the replat as it was for sale, allowing the new owner to decide how to use the property, thus the current lot has two underlying zones.

WCA requested a Contract zone in 2016 for a transportation warehouse facility. They proposed to utilize the existing building on Lot A-1A as an office building, and develop the remainder of that lot and Lot A as the site for storage and equipment maintenance, what normally is allowed in the Light Industrial district. Corvus Design prepared a schematic site plan for WCA's development to show access, parking, buffers and the maintenance/warehouse facility (attached) for both lots. WCA originally requested that only Lot A be part of the Contract Zone, however due to the mixed zoning of Lot A-1A and the interrelation of the developments on both lots, the Commission recommended both lots be a part of the Contract Zone Agreement which was ultimately approved by the Assembly.

The Planning and Zoning Commission at their meeting of March 11, 2021 moved to recommend to the Assembly to approve the draft ordinance for a zone change for a portion of Lot A-1A Torgramsen-Prunella Subdivision from Single Family Residential to Commercial.

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

Wrangell Recording District

Page 1 of 2

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 993

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ZONING MAP TO EFFECT A CHANGE TO A PORTION OF LOT A-1A, TORGRAMSEN-PRUNELLA SUBDIVISION FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL

SEC. 1. Action. The effect of this ordinance is to finalize a zone change for approximately 15,000 square feet of the back portion of Lot A-1A Torgramsen-Prunella Subdivision from Single Family Residential to Commercial per the map in Exhibit A taken from Plat #2015-3.

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

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

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

PASSED IN FIRST READING: ____.

PASSED IN SECOND READING: _.

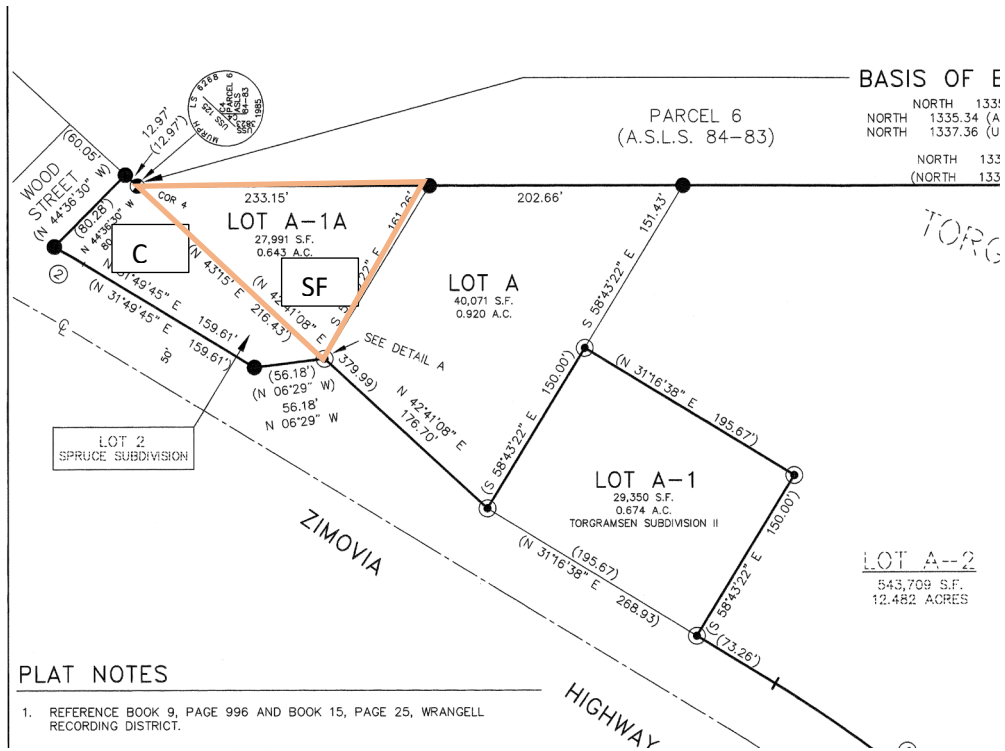
Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, Borough Clerk

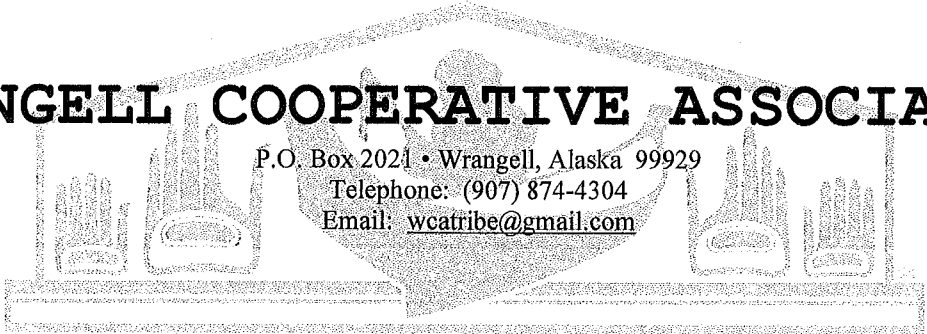
Yes: _____
No: _____
Absent: _____
Abstaining: _____

Ordinance 993 Exhibit A:
Reference Plat No. 2015-3



WRANGELL COOPERATIVE ASSOCIATION

Item c.



February 24, 2021

Lisa Von Bargaen
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

Dear Lisa:

The purpose of this letter is to request the rezoning of the back portion of Lot A-1A, Torgramsen - Prunella Subdivision from Single Family Residential to Commercial. We realize this needs to occur prior to finalizing the requested Amended Contract Zone Agreement.

Please feel free to contact WCA Tribal Transportation Manager Bill Willard at (907) 874-4304 or wwillard@wca-t.com with any questions.

Sincerely,

Richard Oliver
WCA Council President

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 1/30/15 Stephen G Prunella Steve Prunella STEPHEN G. PRUNELLA

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA STATE OF ALASKA CITY AND BOROUGH OF WRANGELL... THIS IS TO CERTIFY THAT ON THIS 30 DAY OF January, 2015, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Stephen G Prunella TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND HE ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.



CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 2-11-15 Lisa Torgramsen LISA TORGRAMSEN

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA STATE OF ALASKA CITY AND BOROUGH OF WRANGELL... THIS IS TO CERTIFY THAT ON THIS 11 DAY OF February, 2015, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED LISA TORGRAMSEN TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND SHE ACKNOWLEDGED TO ME THAT SHE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.



CERTIFICATE STATE OF ALASKA (FIRST JUDICIAL DISTRICT)ss

I THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND AN ACTING ASSESSOR FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY, THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF Stephen G Prunella & Lisa A Torgramsen AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 2015 WILL BE DUE ON OR BEFORE AUGUST 15, 2015, DATED THIS 23 DAY OF February 2015.

DATE 3/10/15 Lavonne Klinke ASSESSOR CITY AND BOROUGH OF WRANGELL

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL PLANNING COMMISSION, AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY PLAT RESOLUTION NO. DATED 2015 AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE 3/10/15 Just Johnson CHAIRMAN, PLANNING COMMISSION Lavonne Klinke SECRETARY

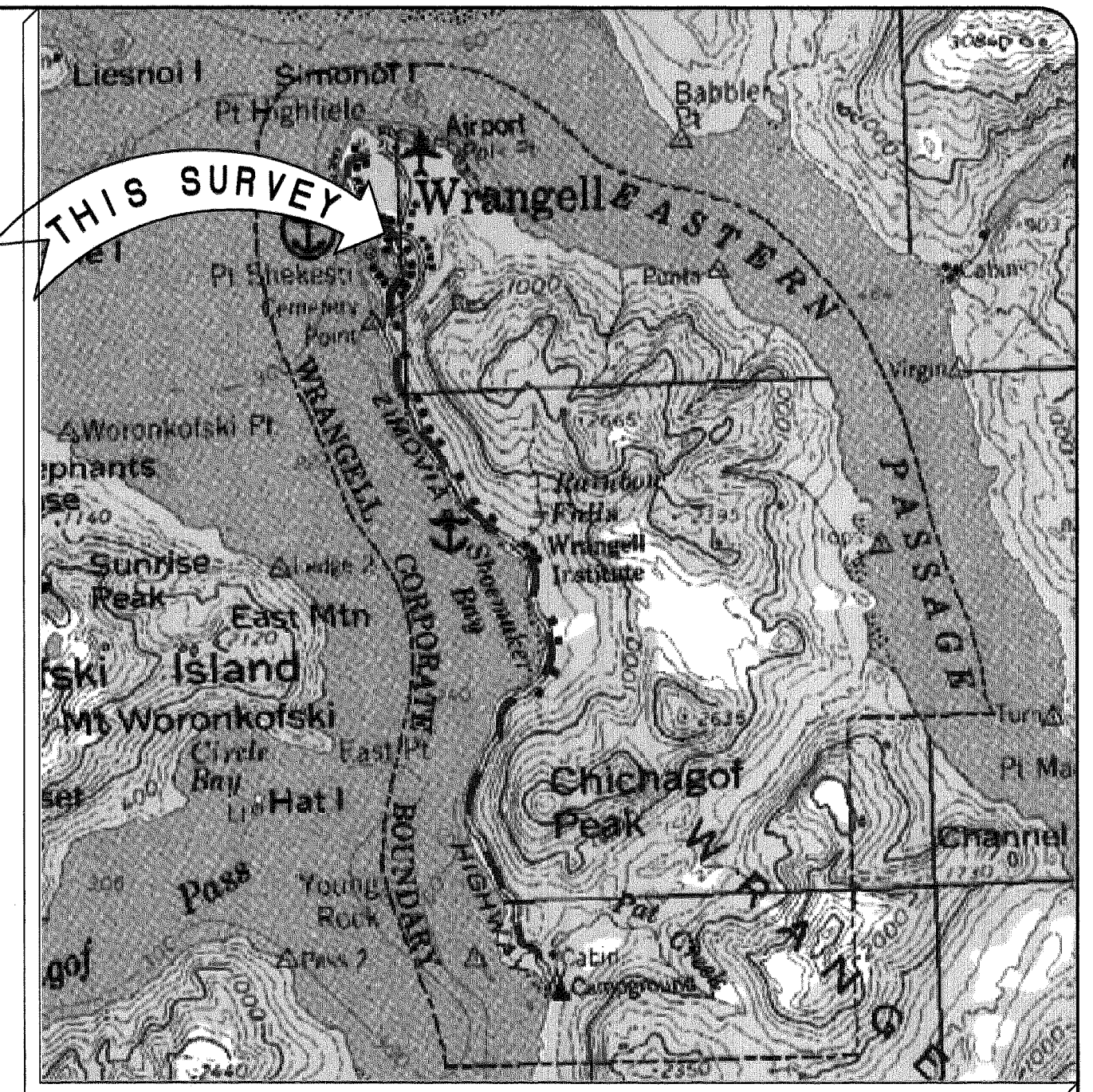
CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AS RECORDED IN MINUTE BOOK PAGE DATED 2015 AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

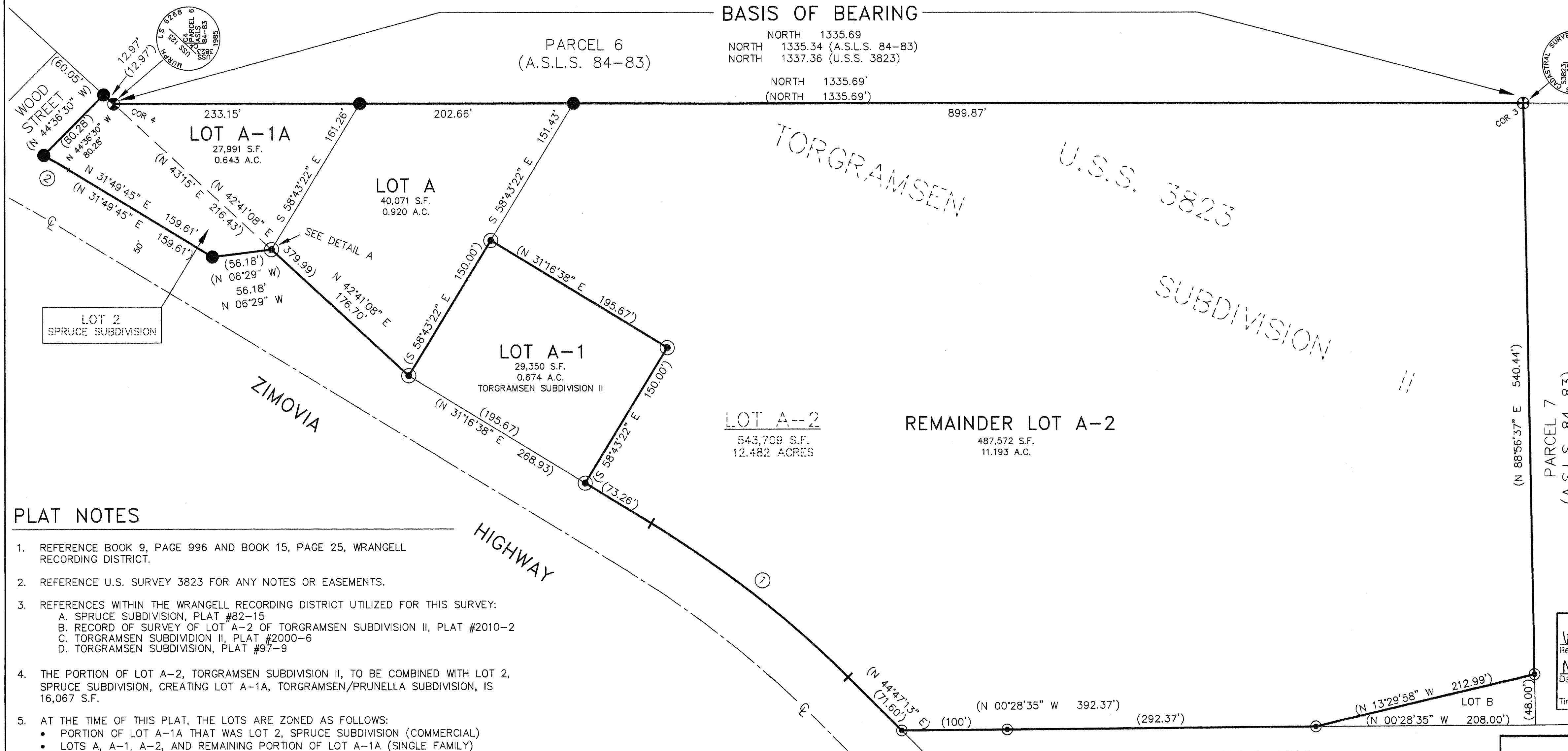
DATE 3/24/15 Daryl Mayor, CITY AND BOROUGH OF WRANGELL ATTEST: Kim Lane CITY CLERK

RECORD CURVE DATA

Table with 2 columns of curve data. (1) Delta = 13°30'55", R = 1004.93', L = 236.95', C = 236.40'. (2) Delta = 01°33'18", R = 1004.92', L = 27.28', C = 27.27'. CHD. BRG. = N38°01'55.11"E and N31°03'06"E

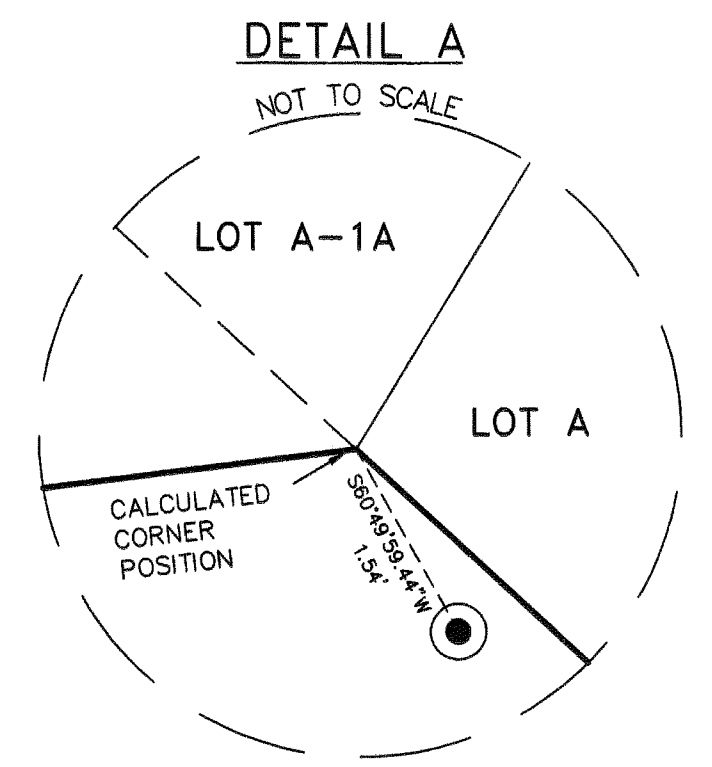


VICINITY MAP: SCALE: NOT TO SCALE



LEGEND

- BLM/GLO BRASS CAP MONUMENT RECOVERED THIS SURVEY
PRIMARY ALUM. CAP PIPE MONUMENT MURPH LS 6268 RECOVERED THIS SURVEY
SECONDARY MONUMENT RECOVERED THIS SURVEY
30" REBAR AND 2" ALUM. CAP SET THIS SURVEY
DATA OF RECORD
PREVIOUS PROPERTY LINE

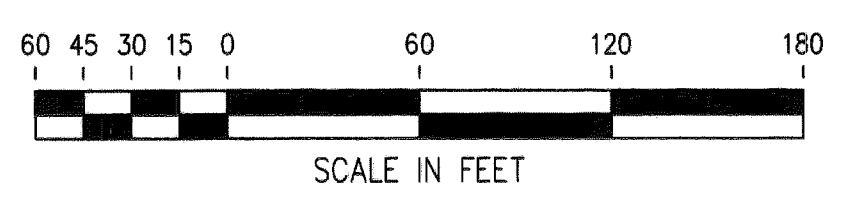


PLAT NOTES

- 1. REFERENCE BOOK 9, PAGE 996 AND BOOK 15, PAGE 25, WRANGELL RECORDING DISTRICT.
2. REFERENCE U.S. SURVEY 3823 FOR ANY NOTES OR EASEMENTS.
3. REFERENCES WITHIN THE WRANGELL RECORDING DISTRICT UTILIZED FOR THIS SURVEY:
A. SPRUCE SUBDIVISION, PLAT #82-15
B. RECORD OF SURVEY OF LOT A-2 OF TORGRAMSEN SUBDIVISION II, PLAT #2010-2
C. TORGRAMSEN SUBDIVISION II, PLAT #2000-6
D. TORGRAMSEN SUBDIVISION, PLAT #97-9
4. THE PORTION OF LOT A-2, TORGRAMSEN SUBDIVISION II, TO BE COMBINED WITH LOT 2, SPRUCE SUBDIVISION, CREATING LOT A-1A, TORGRAMSEN/PRUNELLA SUBDIVISION, IS 16,067 S.F.
5. AT THE TIME OF THIS PLAT, THE LOTS ARE ZONED AS FOLLOWS:
• PORTION OF LOT A-1A THAT WAS LOT 2, SPRUCE SUBDIVISION (COMMERCIAL)
• LOTS A, A-1, A-2, AND REMAINING PORTION OF LOT A-1A (SINGLE FAMILY)

DRAWN BY: MCH
CHECKED BY: GGS
DATE PLATTED: 12/1/14
DATE SURVEYED: NOVEMBER, 2014
SCALE: 1"=60'
SURVEYED BY: GREGORY G. SCHEFF
PROJ NO.: 142721

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN 2014/2015 A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.
DATE 1-28-15 GREGORY G. SCHEFF LS 6700



CLIENT: STEVE PRUNELLA
BOX 2157
WRANGELL, ALASKA 99929



WRANGELL RECORDING DISTRICT
Revisions table with columns for No., Date, and Description.
R&M ENGINEERING-KETCHIKAN, INC.
355 Carlanna Lake Road
Ketchikan, AK 99901
Phone: (907) 225-7917
Fax: (907) 225-3441
WRANGELL OFFICE
P.O. BOX 1331
Wrangell, AK 99929
Phone: (907) 874-2177
Fax: (907) 874-2187
PROJECT: TORGRAMSEN / PRUNELLA SUBD.
A SUBDIVISION OF LOT A-2, TORGRAMSEN SUBDIVISION II, CREATING LOTS A-1A, LOT A, & REMAINDER LOT A-2 WITHIN U.S. SURVEY 3823, WRANGELL RECORDING DISTRICT

CITY AND BOROUGH OF WRANGELL, ALASKA

Item c.



1 inch = 125 feet
Date: 3/8/2021
63

Public Map



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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

Approval of Senior Property Tax Exemption that was received after the March 1st Deadline, but before the Late Filing Grace Period

SUBMITTED BY:

Robbie Marshall, Accounting Generalist

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Senior Property Tax Exemption Application and Letter

RECOMMENDATION MOTION:

Move to Approve Senior Property Tax Exemption received after the March 1st Deadline, but before the Late Filing Grace Period.


SUMMARY STATEMENT:

Per Wrangell Municipal Code 5.04.040 (D), applications for 2021 Senior Citizen and Disabled Veteran Exemptions are due by the close of business on March 1st. However, it also states that “The


assembly, for good cause shown, may waive the claimant's failure to make timely application for exemption for that year and authorize the finance director to accept the application as if timely filed. To be considered by the assembly, a request to waive the claimant's failure to make timely application for exemption must be in writing and filed no later than April 15th of the assessment year for which the exemption is sought." Attached is the one (1) 2020 Senior Exemption Application received after the deadline and after assessment notices were sent out, but before April 15th. The applicant is J.R. O'Riley.


Attention MR Roby Item a.





SENIOR CITIZEN/DISABLED VETERAN
PROPERTY TAX EXEMPTION APPLICATION
AS 29.45.030 (e)-(i)



1. Name of Municipality: Wrangell Borough		2. Property Tax I.D.:	3. Tax Year: 2021
4. Name of Applicant: J.R. O'Riley		5. Birth date: 08/26/54	
7. Name of spouse:		8. Birth date:	
9. Mailing Address: P.O. Box - 2284		10. Residential Physical Address: 237 Slikine Ave, WRG	
11. Home Phone: 907-470-3132	Message Phone:	12. Please check one of the following <input checked="" type="checkbox"/> I am applying as a Senior Citizen age 65 or older <input type="checkbox"/> I am applying as a widow or widower, age 60-64, of a previously qualified applicant. <input type="checkbox"/> I am applying as a Disabled Veteran	
13. Type of Dwelling: <input checked="" type="checkbox"/> single family <input type="checkbox"/> condominium <input type="checkbox"/> mobile home <input type="checkbox"/> duplex <input type="checkbox"/> other			
14. Is this your permanent place of abode? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, permanent residential address is:		15. Is your home on land you own? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, % of ownership If no, owner's name:	
16. Is any portion of this property used for commercial or rental purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, percentage: _____ %			
17. Certification: I hereby certify that the answers given on this application are true and correct to the best of my knowledge. I understand that a willful misstatement is punishable by a fine or imprisonment under AS 11.56.210.			
Date: 11/17/21/21		Signature of Applicant: J.R. O'Riley 	

Following is for Local Assessor/Clerk Use Only

<input type="checkbox"/> New Filing <input type="checkbox"/> Prior Filing <input type="checkbox"/> Approved <input type="checkbox"/> Denied			
Proof Provided:		<input type="checkbox"/> Age <input type="checkbox"/> Disability (DAV) <input type="checkbox"/> Ownership Verified By: _____	
Parcel Number and/or Legal Description: _____			
Comments:			
Property Value	Land	Building	Total
Secondary lots	_____	_____	_____
Adjustments:	Total Property Value:		\$ _____
Ownership	% _____		_____
Commercial/Rental	% _____		(_____)
	Subtotal:		\$ _____
	If Subtotal exceeds \$150,000, use this figure:		\$ 150,000
Borough	City	Tax Code Area	Mill Rate
_____	_____	_____	_____
	SC/DAV Exempt Value	SC/DV Exempt Taxes	
	_____	_____	
	Total SC/DAV Exempt	Tax Amount	\$ _____

Top of your fine day, Robbie Marshal :

March/24//21.

They say { 3-times is a charmer} of which I have made 3 times to make your contact & instructions have a reasonable Duty to reply the request of application of a delayed Tax {2021}" exception " , as I am a few days behind due to my medical Treatments which have kept me from addressing you sooner !! { Sorry about that, } But ,last year I was told to apply during the month of March, Which I was not informed of the 1-st being the mandate!!??

Anyway within my most sincere attempt to comply as you have graciously assisted me of the contacts & instructions, to apply for my Exception, which I hopefully have succeeded too, by this third time for the proper E-mail which you had stated got the 'wrong" E-mail address !!!? The [>Tovicksmail@gmail.com<] is the correct contact, & my request for this "exception" will be in order for your acceptance of the Council's decision to give the date a consideration for this delay which I'm sure you will give some assistance of this nature !!

Many Thanx for your consideration in advance



for my request !! > Parcel Number : 02-005-137

Cheers- J.R. O 'Riley _____ [907]470-3132 .

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

EMERGENCY ORDINANCE 994 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH’S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH MAY 25, 2021

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Proposed Ordinance No. 994; 2. Original Ordinance No. 976; 3. Extension Ordinance 980 4. Extension Ord 985.

RECOMMENDATION MOTION:
Move to Approve Emergency Ordinance 994.

SUMMARY STATEMENT:
On March 17, 2020 the Assembly passed Emergency Ordinance No 976 declaring an Emergency related to the Novel Coronavirus, or COVID-19. That ordinance expired October 17, 2020. On October 13, 2020 the Assembly passed Emergency Ordinance No 980 extending the declaration of

Emergency related to the Novel Coronavirus, or COVID-19. That ordinance expired December 31, 2020. On January 12, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 985 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through March 31, 2021.

In order to ensure the CBW is able to qualify for all federal and state disaster resources; because COVID-19 remains a threat to the community; and because the pandemic has entered a new phase with the distribution of vaccines, and continues to require monitoring and work, Administration is requesting extension of the emergency declaration through May 25, 2021. This is the date of the second Assembly meeting in May. The ordinance remains unchanged from its content approved in January.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 994

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH MAY 25, 2021

WHEREAS, on March 17, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 976 declaring an emergency related to the Novel Coronavirus (COVID-19) Pandemic; and

WHEREAS, on October 13, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 980 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through December 31, 2020; and

WHEREAS, on January 12, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 985 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through March 31, 2021, and

WHEREAS, the dangers related to COVID-19 remain a threat to the community and the healthcare system capacity; and

WHEREAS, Wrangell has had 39 positive, and thankfully recovered, cases of COVID-19; and

WHEREAS, with administration of the COVID-19 vaccines the Pandemic has entered a new phase where work to arrest the spread of the virus continues; and

WHEREAS, to ensure the ability to take advantage of all COVID-19 federal and state resources, the CBW must keep its Emergency Declaration current.

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

SECTION 1: AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2: DECLARATION OF EMERGENCY. The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration of emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from March 31, 2021 through May 25, 2021.

SECTION 3: BOROUGH-ONLY EMERGENCY POLICIES. The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager to issue Borough-only Emergency Policies taking steps necessary to protect municipal operational integrity, and Borough employee and customer health and safety during the emergency, with notification given to Assembly prior to issuance of any Emergency Policy.

SECTION 3: EFFECTIVE DATES. This ordinance shall be effective upon adoption retroactively to March 31, 2021 and shall sunset May 25, 2021 unless further extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF APRIL, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 976

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA DECLARING AN EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus, a new strain of the coronavirus that has not previously been identified in humans and is easily transmittable person to person; and

WHEREAS, COVID-19, or the novel coronavirus, is a contagious virus that is actively spreading across the world, including in the United States, and specifically now in Alaska with three confirmed cases; and,

WHEREAS, on March 11, 2020 the World Health Organization (WHO) declared the virus a pandemic; Alaska Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 in Alaska; and on March 13, 2020 President Donald J. Trump declared a national emergency in response to the virus pandemic; and

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

WHEREAS, Wrangell, Alaska has one of, if not the, highest number of senior citizens per capita of any community in Alaska; meaning a significant portion of the Wrangell population is at high risk for COVID-19 and related complications; and

WHEREAS, complications from COVID-19 can, among other things, include severe respiratory distress, which may require the use of a ventilator to assist with breathing; and

WHEREAS, Wrangell Medical Center only has three ventilators, so even a small outbreak of persons with COVID-19 related respiratory complications has the potential to overwhelm the capacity of the local healthcare system; and

WHEREAS, the spread of the virus in other areas, specifically those typically used as Medievac destinations from Wrangell (like Seattle), may overwhelm those healthcare capacities and make care on Wrangell Island the only available option; and

WHEREAS, the expected economic fallout from the COVID-19 pandemic, especially the cancellation and delay of cruise traffic through Canada to Southeast Alaska, has the potential to catastrophically impact the local economy; and

WHEREAS, local emergency actions taken to proactively prevent and mitigate the spread of the virus have the potential to severely impact the finances of local businesses and residents; and

WHEREAS, Wrangell, Alaska is a remote island community to which all food, supplies, and goods must be shipped by barge or by plane, almost exclusively through the Port of Seattle where there is a major outbreak of COVID-19 which could interrupt the supply chain of critical resources for the community.

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

SECTION 1: AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

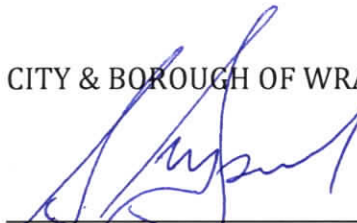
SECTION 2: DECLARATION OF EMERGENCY. The Assembly of the City and Borough of Wrangell, Alaska hereby declares an emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic.

SECTION 3: EMERGENCY ORDERS. The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager and Mayor to issue Emergency Orders taking steps necessary to protect public health during the emergency, with notification given to Assembly Members prior to issuance of any Emergency Order.

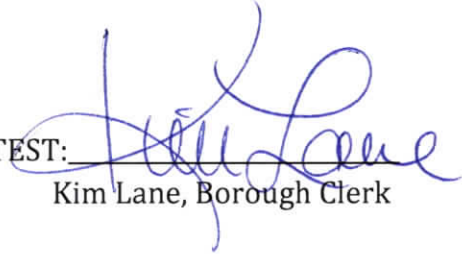
SECTION 4: EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset October 17, 2020 or until the virus is no longer declared a federal and state emergency, whichever occurs first.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 17TH DAY OF MARCH, 2020.

CITY & BOROUGH OF WRANGELL, ALASKA



Stephen Prysunka, Mayor

ATTEST: 
Kim Lane, Borough Clerk



CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 980

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH DECEMBER 31, 2020

WHEREAS, on March 17, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 976 declaring an emergency related to the Novel Coronavirus (COVID-19) Pandemic; and

WHEREAS, the dangers related to COVID-19 remain a threat to the community and the healthcare system capacity, especially as case counts in the state have exceed more than 100 per day for more than two sustained weeks; and

WHEREAS, Wrangell has had 20 positive, and thankfully recovered, cases of COVID-19; and

WHEREAS, to ensure the ability to take advantage of all COVID-19 federal and state resources, the CBW must keep its Emergency Declaration current.

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

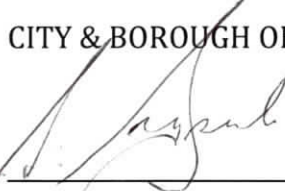
SECTION 1: AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2: DECLARATION OF EMERGENCY. The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration an emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from October 17, 2020 through December 31, 2020.


SECTION 3: EMERGENCY ORDERS. The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager and Mayor to issue Emergency Orders taking steps necessary to protect public health during the emergency, with notification given to Assembly Members prior to issuance of any Emergency Order.

SECTION 4: EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset December 31, 2020 or until the virus is no longer declared a federal and state emergency, whichever occurs first.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13TH DAY OF OCTOBER, 2020.

CITY & BOROUGH OF WRANGELL, ALASKA


Stephen Prysunka, Mayor

ATTEST: 
Kim Lane, Borough Clerk



CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 985

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH March 31, 2021

WHEREAS, on March 17, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 976 declaring an emergency related to the Novel Coronavirus (COVID-19) Pandemic; and

WHEREAS, on October 13, 2020 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 980 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through December 31, 2020; and

WHEREAS, the dangers related to COVID-19 remain a threat to the community and the healthcare system capacity; and

WHEREAS, Wrangell has had 26 positive, and thankfully recovered, cases of COVID-19; and

WHEREAS, with administration of the COVID-19 vaccines the Pandemic has entered a new phase where work to arrest the spread of the virus continues; and

WHEREAS, to ensure the ability to take advantage of all COVID-19 federal and state resources, the CBW must keep its Emergency Declaration current.

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

SECTION 1: AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2: DECLARATION OF EMERGENCY. The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration of emergency for the City and Borough

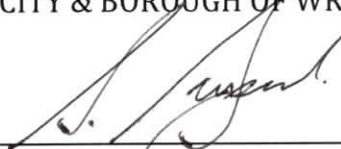
of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from January 1, 2021 through March 31, 2021.

SECTION 3: BOROUGH-ONLY EMERGENCY POLICIES. The Assembly of the City and Borough of Wrangell, Alaska hereby grants authority to the Borough Manager to issue Borough-only Emergency Policies taking steps necessary to protect municipal operational integrity, and Borough employee and customer health and safety during the emergency, with notification given to Assembly prior to issuance of any Emergency Policy.

SECTION 3: EFFECTIVE DATES. This ordinance shall be effective upon adoption retroactively to January 1, 2021 and shall sunset March 31, 2021 unless further extended by action of the Assembly.

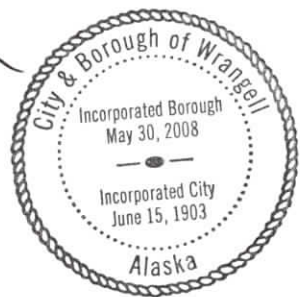
PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12TH DAY OF JANUARY, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA



Stephen Prysunka, Mayor

ATTEST: 
Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

EMERGENCY ORDINANCE NO 995 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, and 994 REPEALING EMERGENCY ORDINANCE 991, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

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

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

ATTACHMENTS: 1. Emergency Ordinance No. 995

RECOMMENDATION MOTION:
Move to Approve Emergency Ordinance No. 995.

SUMMARY STATEMENT:
The EOC is bringing back both travel testing mandate ordinances to reflect new CDC guidance that fully vaccinated individuals are not required to test when traveling. Previously the travel testing ordinances were amended to reflect the guidance that fully vaccinated individuals do not need to

practice strict social distancing while awaiting test results. Now, the testing guidance has also been removed and our local Wrangell ordinance needs to be amended accordingly. The ordinance does recommend fully vaccinated individuals get tested if they have been in situations of high exposure or are returning and will be in congregate settings – but it is not required.

Identifying positive cases through testing upon arrival from outside the state is still one of the most effective ways to keep the community safe from the virus being brought into town.

This ordinance requires all persons (except those who are fully vaccinated) traveling into Wrangell from outside the state, arriving via all modes, to adhere to one of the described testing scenarios. The exception is Alaska residents, who may choose to quarantine upon arrival for 14 days in lieu of testing.

All persons arriving in Wrangell, via all modes, are able to use the airport testing service currently scheduled to be in place through June.

This ordinance has no violation or penalty provision. The EOC is respectfully requesting the approval of this ordinance requiring international and interstate testing.

The ordinance is scheduled to sunset at 11:59pm on May 25, 2021. That date was picked as it is the second regularly scheduled Assembly meeting of May.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 995

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, and 994 REPEALING EMERGENCY ORDINANCE 991, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

WHEREAS, the Wrangell Borough Assembly is committed to minimizing the impacts of the COVID-19 pandemic on Wrangell's residents and businesses; and

WHEREAS, one measure available to protect the community is to conduct COVID-19 testing on individuals arriving into the Borough and require such individuals to take certain precautions prior to receipt of a negative result; and

WHEREAS, these measures assist in identifying and protecting against positive cases before significant community spread can occur; and

WHEREAS, the Wrangell Airport and the Alaska Marine Highway System ferry terminal are the primary points-of-entry for persons traveling into Wrangell from interstate and international locations; and

WHEREAS, SEARHC, under State of Alaska funding, has been conducting COVID-19 testing at the Wrangell Airport for the last several months; and

WHEREAS, this testing is available for those traveling by all modes into Alaska; and

WHEREAS, this testing is currently scheduled to continue until the end of June, 2021; and

WHEREAS, this testing has been instrumental in alerting the SEARHC Wrangell Medical Center and Emergency Operations Center to positive cases coming into the community; and

WHEREAS, the State of Alaska has recently modified its travel orders to recommend, rather than require, the testing of interstate travelers into Alaska; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has recently modified its travel requirements for all air passengers arriving in the United States; and

WHEREAS, it is in Wrangell's best interest to continue to require the testing of interstate and international travelers coming into the City and Borough of Wrangell in

certain situations, via all modes, in order to quickly discover and isolate infected persons who arrive in Wrangell from outside the State of Alaska; and

WHEREAS, the City and Borough of Wrangell has the authority to implement temporary travel testing mandates relating to international and interstate into Wrangell via all modes in order to protect the health of all people living in and traveling to the community; and

WHEREAS, this Emergency Ordinance is being amended again to reflect updated CDC guidance for fully vaccinated individuals, and

WHEREAS, the conditions of this Emergency Ordinance are designed to provide the least necessary restrictions.

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

SECTION 1: AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2: APPLICABILITY (INTERSTATE TRAVEL). The City and Borough of Wrangell Assembly requires that all interstate travelers arriving into Wrangell via the airport or the Alaska Marine Highway System (AMHS) ferry terminal, by private transportation carrier to the airport or harbors or docks if applicable, or by personal transportation modes to the airport or harbors or docks, be tested prior to or upon arrival, with details as follows:

I. All Travelers Arriving into Wrangell:

- a. Complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at www.alaska.covidsecureapp.com.
- b. Any person currently positive with COVID-19 cannot travel to Wrangell until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

II. All travelers arriving into Wrangell from outside Alaska must adhere to one of the following options, with special considerations outlined in Section III:

- a. **Pre-travel molecular-based test for SARS-CoV2 with negative results:**
The traveler should submit negative test results from a test within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.
- b. **Pre-travel molecular-based test for SARS-CoV2 without results:**

The traveler should submit proof of a test taken within 72 hours of departure into the Alaska Travel Portal or have proof available of having taken a test to show screeners at the airport.

- i. The traveler should follow strict social distancing until test results are available.
 - ii. The traveler should upload test results to the Alaska Travel Portal when received, regardless of the test result (it will say negative or positive).
 - iii. The traveler should obtain a second test 5-14 days after arrival. If the results of the molecular-based test for SARS CoV2 are **positive**, the traveler must remain in self isolation at their own expense. The traveler must not travel until cleared by State of Alaska Public Health (1-800-478-0084).
- c. **No pre-travel molecular-based test for SARS CoV2:**
If a traveler (aged 11 years or older) arrives without proof of a negative test result, or proof of a test taken within of 72 hours of departure to Wrangell, they must test at the Wrangell Airport.
- i. The traveler should follow strict social distancing until test results are received.
 - ii. The traveler should obtain a second test 5–14 days after arrival.

III. Special Considerations

- a. Alaskan residents may elect to not be tested, provided that they strictly self- quarantine, at their own expense, for a period of fourteen (14) days after arrival into Wrangell.
- b. Children 10 years of age and younger are exempt from testing requirements. However untested children travelling with a parent or guardian should remain in the same status as the parent or guardian.
- c. The provisions of this ordinance shall not apply if application would delay or limit emergency travel into Wrangell by Law Enforcement Officers, Healthcare Workers, or personnel from the Office of Children’s Services while functioning in their official capacity.

IV. Prior confirmed positive results within 90 days of departure - All Travelers:

- a. The traveler does not need to obtain a test for SARS CoV2, whether immediately before travel or upon arrival, if both of the following conditions are met:
 - i. The traveler provides proof of a previously positive result of a molecular-based test of SARS CoV2 within 90 days of departure; and
 - ii. The traveler is currently asymptomatic.

V. Requirements for Critical Infrastructure Workforce Travel:

Travel into Wrangell by workers in critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." must follow the instructions and protocols contained in the employer's Community Workforce Protective Plan on file with the State. If a Plan has not been filed, or if that Plan does not contain protections or protocols for workers traveling into Wrangell from the employer's general work site, workers must follow this ordinance.

VI. Exemptions for Fully Vaccinated Individuals:

Fully-vaccinated travelers can resume travel into Wrangell and do not need to get tested before or after travel or self-quarantine after travel.

- a. It is highly recommended that fully-vaccinated travelers who engaged in activities with a greater risk of COVID-19 transmission, and who may upon return have contact with individuals with a higher risk of impacts from COVID-19, or may have contact in congregate settings, acquire a test at the Wrangell Airport upon arrival and quarantine until those results are received.

VII. Definitions

- a. Self-quarantine:
 - i. Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
 - ii. Comply with all protocols related to your self-quarantine as set forth by your hotel or rented lodging, if applicable.
- b. Strict Social Distancing:
 - i. Strict social distancing is required while you wait for test results.
 - ii. You can be in an outdoor public place, but you should remain six feet away from anyone not in your immediate household, and you should wear a face covering. You should arrange curbside shopping or have food delivery.
 - iii. You should not enter restaurants, bars, gyms, community centers, office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- c. Self-Isolation Plan: Every traveler entering the state of Alaska should complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Wrangell.
- d. Accepted proof of Alaska residency:

- i. Alaska driver’s license or state-issued ID card.
 - ii. Federally-recognized Alaska tribal identification card.
 - iii. Active duty military ID card or active duty dependent ID card.
 - iv. Employment verification letter on employer letterhead or school verification letter for in-person schooling, stating traveler is moving to Wrangell for employment or school.
- e. Fully Vaccinated Individuals is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

SECTION 3. APPLICABILITY (INTERNATIONAL TRAVEL). As per the Centers for Disease Control and Prevention, the City and Borough of Wrangell requires that all travelers traveling internationally into Wrangell do the following:

If you plan to travel internationally, you will need to get tested no more than 3 days before you travel by air into the United States (US) and show your negative result to the airline before you board your flight, or be prepared to show documentation of recovery (proof of a recent positive viral test and a letter from your healthcare provider or a public health official stating that you were cleared to travel).

SECTION 4. EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset at 11:59pm on May 25, 2021 unless terminated earlier or extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF April 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 991

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985, REPEALING EMERGENCY ORDINANCE 988, AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

WHEREAS, the Wrangell Borough Assembly is committed to minimizing the impacts of the COVID-19 pandemic on Wrangell's residents and businesses; and

WHEREAS, one measure available to protect the community is to conduct COVID-19 testing on individuals arriving into the Borough and require such individuals to take certain precautions prior to receipt of a negative result; and

WHEREAS, these measures assist in identifying and protecting against positive cases before significant community spread can occur; and

WHEREAS, the Wrangell Airport and the Alaska Marine Highway System ferry terminal are the primary points-of-entry for persons traveling into Wrangell from interstate and international locations; and

WHEREAS, SEARHC, under State of Alaska funding, has been conducting COVID-19 testing at the Wrangell Airport for the last several months; and

WHEREAS, this testing is available for those traveling by all modes into Alaska; and

WHEREAS, this testing is currently scheduled to continue until the end of June, 2021; and

WHEREAS, this testing has been instrumental in alerting the SEARHC Wrangell Medical Center and Emergency Operations Center to positive cases coming into the community; and

WHEREAS, the State of Alaska has recently modified its travel orders to recommend, rather than require, the testing of interstate travelers into Alaska; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has recently modified its travel requirements for all air passengers arriving in the United States; and

WHEREAS, it is in Wrangell's best interest to continue to require the testing of interstate and international travelers coming into the City and Borough of Wrangell via all modes, in order to quickly discover and isolate infected persons who arrive in Wrangell from outside the State of Alaska; and

WHEREAS, the City and Borough of Wrangell has the authority to implement temporary travel testing mandates relating to international and interstate into Wrangell via all modes in order to protect the health of all people living in and traveling to the community; and

WHEREAS, this Emergency Ordinance is being amended to address State of Alaska on fully vaccinated individuals, and

WHEREAS, the conditions of this Emergency Ordinance are designed to provide the least necessary restrictions.

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

SECTION 1: AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2: APPLICABILITY (INTERSTATE TRAVEL). The City and Borough of Wrangell Assembly requires that all interstate travelers arriving into Wrangell via the airport or the Alaska Marine Highway System (AMHS) ferry terminal, by private transportation carrier to the airport or harbors or docks if applicable, or by personal transportation modes to the airport or harbors or docks, be tested prior to or upon arrival, with details as follows:

I. All Travelers Arriving into Wrangell:

- a. Complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at www.alaska.covidsecureapp.com.
- b. Any person currently positive with COVID-19 cannot travel to Wrangell until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

II. All travelers arriving into Wrangell from outside Alaska must adhere to one of the following options, with special considerations outlined in Section III:

- a. **Pre-travel molecular-based test for SARS-CoV2 with negative results:**
The traveler should submit negative test results from a test within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.
- b. **Pre-travel molecular-based test for SARS-CoV2 without results:**
The traveler should submit proof of a test taken within 72 hours of

departure into the Alaska Travel Portal or have proof available of having taken a test to show screeners at the airport.

- i. The traveler should follow strict social distancing until test results are available.
 - ii. The traveler should upload test results to the Alaska Travel Portal when received, regardless of the test result (it will say negative or positive).
 - iii. The traveler should obtain a second test 5-14 days after arrival. If the results of the molecular-based test for SARS CoV2 are **positive**, the traveler must remain in self isolation at their own expense. The traveler must not travel until cleared by State of Alaska Public Health (1-800-478-0084).
- c. **No pre-travel molecular-based test for SARS CoV2:**
If a traveler (aged 11 years or older) arrives without proof of a negative test result, or proof of a test taken within of 72 hours of departure to Wrangell, they must test at the Wrangell Airport.
- i. The traveler should follow strict social distancing until test results are received.
 - ii. The traveler should obtain a second test 5–14 days after arrival.

III. Special Considerations

- a. Alaskan residents may elect to not be tested, provided that they strictly self- quarantine, at their own expense, for a period of fourteen (14) days after arrival into Wrangell.
- b. Children 10 years of age and younger are exempt from testing requirements. However untested children travelling with a parent or guardian should remain in the same status as the parent or guardian.
- c. The provisions of this ordinance shall not apply if application would delay or limit emergency travel into Wrangell by Law Enforcement Officers, Healthcare Workers, or personnel from the Office of Children’s Services while functioning in their official capacity.

IV. Prior confirmed positive results within 90 days of departure - All Travelers:

- a. The traveler does not need to obtain a test for SARS CoV2, whether immediately before travel or upon arrival, if both of the following conditions are met:
 - i. The traveler provides proof of a previously positive result of a molecular-based test of SARS CoV2 within 90 days of departure; and
 - ii. The traveler is currently asymptomatic.

V. Requirements for Critical Infrastructure Workforce Travel:

Travel into Wrangell by workers in critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." must follow the instructions and protocols contained in the employer's Community Workforce Protective Plan on file with the State. If a Plan has not been filed, or if that Plan does not contain protections or protocols for workers traveling into Wrangell from the employer's general work site, workers must follow this ordinance.

VI. Exemptions for Fully Vaccinated Individuals:

Fully-vaccinated travelers should follow pre-travel testing protocols, but do not need to follow strict social distancing while they are awaiting test results.

VII. Definitions

- a. Self-quarantine:
 - i. Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
 - ii. Comply with all protocols related to your self-quarantine as set forth by your hotel or rented lodging, if applicable.
- b. Strict Social Distancing:
 - i. Strict social distancing is required while you wait for test results.
 - ii. You can be in an outdoor public place, but you should remain six feet away from anyone not in your immediate household, and you should wear a face covering. You should arrange curbside shopping or have food delivery.
 - iii. You should not enter restaurants, bars, gyms, community centers, office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- c. Self-Isolation Plan: Every traveler entering the state of Alaska should complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Wrangell.
- d. Accepted proof of Alaska residency:
 - i. Alaska driver's license or state-issued ID card.
 - ii. Federally-recognized Alaska tribal identification card.
 - iii. Active duty military ID card or active duty dependent ID card.
 - iv. Employment verification letter on employer letterhead or school verification letter for in-person schooling, stating traveler is moving to Wrangell for employment or school.
- e. Fully Vaccinated Individuals is defined as more than two weeks

following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

SECTION 3. APPLICABILITY (INTERNATIONAL TRAVEL). As per the Centers for Disease Control and Prevention, the City and Borough of Wrangell requires that all travelers traveling internationally into Wrangell do the following:

If you plan to travel internationally, you will need to get tested no more than 3 days before you travel by air into the United States (US) and show your negative result to the airline before you board your flight, or be prepared to show documentation of recovery (proof of a recent positive viral test and a letter from your healthcare provider or a public health official stating that you were cleared to travel).

SECTION 4. EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset at 11:59pm on April 13, 2021 unless terminated earlier or extended by action of the Assembly.

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

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert
Patricia Gilbert, Vice-Mayor

ATTEST:

Kim Lane
Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

EMERGENCY ORDINANCE NO 996 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985 and 994, REPEALING EMERGENCY ORDINANCE 992, AND REENACTING THE ADOPTION OF INTRASTATE TRAVEL TESTING MEASURES

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Emergency Ordinance No. 996

RECOMMENDATION MOTION:
Move to Approve Emergency Ordinance No. 996.

SUMMARY STATEMENT:
The EOC is bringing back both travel testing mandate ordinances to reflect new CDC guidance that fully vaccinated individuals are not required to test when traveling. Previously the travel testing ordinances were amended to reflect the guidance that fully vaccinated individuals do not need to practice strict social distancing while awaiting test results. Now, the testing guidance has also been removed and our local Wrangell ordinance needs to be amended accordingly. The ordinance does

recommend fully vaccinated individuals get tested if they have been in situations of high exposure or are returning and will be in congregate settings – but it is not required.

Identifying positive cases through testing upon arrival from locations within Alaska is still just as important as testing people coming in from outside the state. In some instances the risk may be higher from an intrastate location because of community spread.

This ordinance requires all persons (except those who are fully vaccinated) traveling into Wrangell from outside the community, but from within Alaska, arriving via all modes, to adhere to one of the described testing scenarios. The exception is Alaska residents, who may choose to quarantine upon arrival for 14 days in lieu of testing.

All persons arriving in Wrangell, via all modes, are able to use the airport testing service currently scheduled to be in place through June.

This ordinance has no violation or penalty provision. The EOC is respectfully requesting the approval of this ordinance requiring intrastate testing.

The ordinance is scheduled to sunset at 11:59pm on May 25, 2021. That date was picked as it is the second regularly scheduled Assembly meeting of May.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 996

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985 and 994, REPEALING EMERGENCY ORDINANCE 992, AND REENACTING THE ADOPTION OF INTRASTATE TRAVEL TESTING MEASURES THROUGH MAY 25, 2021

WHEREAS, the City and Borough of Wrangell Assembly is committed to minimizing the impacts of the COVID-19 pandemic on Wrangell’s residents and businesses; and

WHEREAS, the COVID-19 testing that has been conducted at the Wrangell Airport for the last several months has been successful in alerting the SEARHC/Wrangell Medical Center and Emergency Operations Center to positive cases coming into the community; and

WHEREAS, it is in Wrangell’s best interest to continue to provide for the testing of intrastate travelers coming into Wrangell in certain situations, via any mode of transportation (by air or sea) in order to quickly discover and isolate infected persons who come to Wrangell from within the State of Alaska; and

WHEREAS, this Emergency Ordinance is being amended to address CDC guidance on fully vaccinated individuals, and

WHEREAS, the conditions of this Emergency Ordinance are designed to provide the least necessary restrictions.

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

SECTION 1. AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2. APPLICABILITY. The City and Borough of Wrangell Assembly requires that all intrastate travelers arriving into Wrangell via the airport or the Alaska Marine Highway System (AMHS) ferry terminal, by private transportation carrier to the airport or harbors or docks if applicable, or by personal transportation modes to the airport or harbors or docks, be tested prior to or upon arrival, with details as follows:

I. All Travelers Arriving into Wrangell:

- a. Complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at www.alaska.covidsecureapp.com.

- b. Any person currently positive with COVID-19 cannot travel to Wrangell until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

II. Alaska resident and non-resident travelers arriving into Wrangell from another community within Alaska must adhere to one of the following options, with special considerations outlined in Section III:

a. **Pre-travel molecular-based test for SARS-CoV2 with negative results:**

The traveler should submit negative test results from a test within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.

b. **Pre-travel molecular-based test for SARS-CoV2 without results:**

The traveler should submit proof of a test taken within 72 hours of departure into the Alaska Travel Portal or have proof available of having taken a test to show screeners at the airport.

- i. The traveler should follow strict social distancing until test results are available.
- ii. The traveler should upload test results to the Alaska Travel Portal when received, regardless of the test result (it will say negative or positive).
- iii. The traveler should obtain a second test 5-14 days after arrival. If the results of the molecular-based test for SARS CoV2 are **positive**, the traveler must remain in self isolation at their own expense. The traveler must not travel until cleared by State of Alaska Public Health (1-800-478-0084).

c. **No pre-travel molecular-based test for SARS CoV2:**

If a traveler (aged 11 years or older) arrives without proof of a negative test result, or proof of a test taken within of 72 hours of departure to Wrangell, they must test at the Wrangell Airport.

- i. The traveler should follow strict social distancing until test results are received.
- ii. The traveler should obtain a second test 5–14 days after arrival.

III. Special Considerations

- a. Alaskan residents may elect to not be tested, provided that they strictly self- quarantine, at their own expense, for a period of fourteen

(14) days after arrival into Wrangell.

- b. Children 10 years of age and younger are exempt from testing requirements. However untested children travelling with a parent or guardian should remain in the same status as the parent or guardian.
- c. The provisions of this ordinance shall not apply if application would delay or limit emergency travel into Wrangell by Law Enforcement Officers, Healthcare Workers, or personnel from the Office of Children's Services while functioning in their official capacity.

IV. Prior confirmed positive results within 90 days of departure - All Travelers:

- a. The traveler does not need to obtain a test for SARS CoV2, whether immediately before travel or upon arrival, if both of the following conditions are met:
 - i. The traveler provides proof of a previously positive result of a molecular-based test of SARS CoV2 within 90 days of departure; and
 - ii. The traveler is currently asymptomatic.

V. Requirements for Critical Infrastructure Workforce Travel:

Travel into Wrangell by workers in critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." must follow the instructions and protocols contained in the employer's Community Workforce Protective Plan on file with the State. If a Plan has not been filed, or if that Plan does not contain protections or protocols for workers traveling into Wrangell from the employer's general work site, workers must follow this ordinance.

VI. Exemptions for Fully Vaccinated Individuals who are asymptomatic:

Fully-vaccinated travelers can resume travel into Wrangell and do not need to get tested before or after travel or self-quarantine after travel.

- a. It is highly recommended that travelers who are fully vaccinated and are (within 14 days of arrival into Wrangell), planning on attending any gathering where at-risk individuals may be in attendance, acquire a test at the Wrangell Airport upon arrival and quarantine until those results are received.

VII. Definitions

- a. Self-quarantine:
 - i. Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
 - ii. Comply with all protocols related to your self-quarantine as set forth by your hotel or rented lodging, if applicable.
- b. Strict Social Distancing:

- i. Strict social distancing is required while you wait for test results.
 - ii. You can be in an outdoor public place, but you should remain six feet away from anyone not in your immediate household, and you should wear a face covering. You should arrange curbside shopping or have food delivery.
 - iii. You should not enter restaurants, bars, gyms, community centers, office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- c. Self-Isolation Plan: Every traveler entering the state of Alaska should complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Wrangell.
- d. Accepted proof of Alaska residency:
- i. Alaska driver's license or state-issued ID card.
 - ii. Federally-recognized Alaska tribal identification card.
 - iii. Active duty military ID card or active duty dependent ID card.
 - iv. Employment verification letter on employer letterhead or school verification letter for in-person schooling, stating traveler is moving to Wrangell for employment or school.
- e. Fully Vaccinated Individuals is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

SECTION 3. EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset at 11:59pm on May 25, 2021 unless terminated earlier or extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF April 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 992

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980 AND 985, REPEALING EMERGENCY ORDINANCE 989, AND REENACTING THE ADOPTION OF INTRASTATE TRAVEL TESTING MEASURES

WHEREAS, the City and Borough of Wrangell Assembly is committed to minimizing the impacts of the COVID-19 pandemic on Wrangell’s residents and businesses; and

WHEREAS, the COVID-19 testing that has been conducted at the Wrangell Airport for the last several months has been successful in alerting the SEARHC/Wrangell Medical Center and Emergency Operations Center to positive cases coming into the community; and

WHEREAS, it is in Wrangell’s best interest to continue to provide for the testing of intrastate travelers coming into Wrangell via any mode of transportation (by air or sea) in order to quickly discover and isolate infected persons who come to Wrangell from within the State of Alaska; and

WHEREAS, this Emergency Ordinance is being amended to address State of Alaska recommendations on fully vaccinated individuals, and

WHEREAS, the conditions of this Emergency Ordinance are designed to provide the least necessary restrictions.

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

SECTION 1. AUTHORIZATION. This is a non-codified EMERGENCY ORDINANCE provided for in the Home Rule Charter of the City & Borough of Wrangell, Alaska Section 2-11.

SECTION 2. APPLICABILITY. The City and Borough of Wrangell Assembly requires that all intrastate travelers arriving into Wrangell via the airport or the Alaska Marine Highway System (AMHS) ferry terminal, by private transportation carrier to the airport or harbors or docks if applicable, or by personal transportation modes to the airport or harbors or docks, be tested prior to or upon arrival, with details as follows:

I. All Travelers Arriving into Wrangell:

- a. Complete a Travel Declaration Form and a Self-Isolation Plan in the Alaska Travel Portal at www.alaska.covidsecureapp.com.

- b. Any person currently positive with COVID-19 cannot travel to Wrangell until they have been released from isolation, or cleared for travel, by a medical provider or public health agency.

II. Alaska resident and non-resident travelers arriving into Wrangell from another community within Alaska must adhere to one of the following options, with special considerations outlined in Section III:

a. **Pre-travel molecular-based test for SARS-CoV2 with negative results:**

The traveler should submit negative test results from a test within 72 hours of departure into the Alaska Travel Portal or have proof of a negative test available to show screeners at the airport upon arrival.

b. **Pre-travel molecular-based test for SARS-CoV2 without results:**

The traveler should submit proof of a test taken within 72 hours of departure into the Alaska Travel Portal or have proof available of having taken a test to show screeners at the airport.

- i. The traveler should follow strict social distancing until test results are available.
- ii. The traveler should upload test results to the Alaska Travel Portal when received, regardless of the test result (it will say negative or positive).
- iii. The traveler should obtain a second test 5-14 days after arrival. If the results of the molecular-based test for SARS CoV2 are **positive**, the traveler must remain in self isolation at their own expense. The traveler must not travel until cleared by State of Alaska Public Health (1-800-478-0084).

c. **No pre-travel molecular-based test for SARS CoV2:**

If a traveler (aged 11 years or older) arrives without proof of a negative test result, or proof of a test taken within of 72 hours of departure to Wrangell, they must test at the Wrangell Airport.

- i. The traveler should follow strict social distancing until test results are received.
- ii. The traveler should obtain a second test 5-14 days after arrival.

III. Special Considerations

- a. Alaskan residents may elect to not be tested, provided that they strictly self- quarantine, at their own expense, for a period of fourteen

- (14) days after arrival into Wrangell.
- b. Children 10 years of age and younger are exempt from testing requirements. However untested children travelling with a parent or guardian should remain in the same status as the parent or guardian.
- c. The provisions of this ordinance shall not apply if application would delay or limit emergency travel into Wrangell by Law Enforcement Officers, Healthcare Workers, or personnel from the Office of Children's Services while functioning in their official capacity.

IV. Prior confirmed positive results within 90 days of departure - All Travelers:

- a. The traveler does not need to obtain a test for SARS CoV2, whether immediately before travel or upon arrival, if both of the following conditions are met:
 - i. The traveler provides proof of a previously positive result of a molecular-based test of SARS CoV2 within 90 days of departure; and
 - ii. The traveler is currently asymptomatic.

V. Requirements for Critical Infrastructure Workforce Travel:

Travel into Wrangell by workers in critical infrastructure workforce, as is defined in the Cyber and Infrastructure Security Agency (CISA) "Guidance on the Essential Critical Infrastructure Workforce." must follow the instructions and protocols contained in the employer's Community Workforce Protective Plan on file with the State. If a Plan has not been filed, or if that Plan does not contain protections or protocols for workers traveling into Wrangell from the employer's general work site, workers must follow this ordinance.

VI. Exemptions for Fully Vaccinated Individuals who are asymptomatic:

Fully-vaccinated who are travelers should follow pre-travel testing protocols, but do not need to follow strict social distancing while they are awaiting test results.

VII. Definitions

- a. Self-quarantine:
 - i. Self-quarantine is required while waiting for the results of your first molecular-based test for SARS-CoV2.
 - ii. Comply with all protocols related to your self-quarantine as set forth by your hotel or rented lodging, if applicable.
- b. Strict Social Distancing:
 - i. Strict social distancing is required while you wait for test results.
 - ii. You can be in an outdoor public place, but you should remain six feet away from anyone not in your immediate household, and you should wear a face covering. You should arrange

- curbside shopping or have food delivery.
- iii. You should not enter restaurants, bars, gyms, community centers, office buildings, and school or daycare facilities. Do not participate in any group activities, including sporting events and practices, weddings, funerals, or other gatherings.
- c. Self-Isolation Plan: Every traveler entering the state of Alaska should complete a Self-Isolation Plan within the Alaska Travel Portal. This allows travelers to consider their plan for what they will do if their test results return positive while in Wrangell.
- d. Accepted proof of Alaska residency:
 - i. Alaska driver's license or state-issued ID card.
 - ii. Federally-recognized Alaska tribal identification card.
 - iii. Active duty military ID card or active duty dependent ID card.
 - iv. Employment verification letter on employer letterhead or school verification letter for in-person schooling, stating traveler is moving to Wrangell for employment or school.
- e. Fully Vaccinated Individuals is defined as more than two weeks following receipt of the second dose in a two-dose series, or more than two weeks following receipt of one dose of a single-dose vaccine.

SECTION 3. EFFECTIVE DATES. This ordinance shall be effective upon adoption and shall sunset at 11:59pm on April 13, 2021 unless terminated earlier or extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 23RD DAY OF March, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert
Patricia Gilbert, Vice-Mayor

ATTEST:

Kim Lane
Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1579 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE COVID FUND BY ACCEPTING THE STATE OF ALASKA COMMUNITY FUNDING GRANT IN THE AMOUNT OF \$125,000 FOR INCREASING ACCESS TO COVID VACCINATIONS AND TESTING

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$125,000 Total		
FY 20: \$	FY 21: \$125,000	FY22: \$
Amount Budgeted:		
FY21 \$0		
Account Number(s):		
11219		
Account Name(s):		
COVID Vaccination/Testing Grant		
Unencumbered Balance(s) (prior to expenditure):		
\$125,000		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 04-21-1579; 2. Resolution No. 04-21-1570; 3. Grant MOU

RECOMMENDATION MOTION:
Move to Approve Resolution No. 04-21-1579.

SUMMARY STATEMENT:
On March 23, 2021 the Assembly approved Resolution 04-21-1570 authorizing the Borough to apply for COVID-19 grant funds from the State of Alaska Department of Health & Social Services for COVID testing and vaccinations. A copy of the resolution is attached.

The EOC staff applied for and were successful in Wrangell being awarded funds up to \$125,000 for this effort. The attached resolution amends the FY 2021 Budget by accepting the grant funds and authorizing their expenditure.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-21-1579

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE COVID FUND BY ACCEPTING THE STATE OF ALASKA COMMUNITY FUNDING GRANT IN THE AMOUNT OF \$125,000 FOR INCREASING ACCESS TO COVID VACCINATIONS AND TESTING

WHEREAS, federal funds are available to local governments through the State of Alaska, Department of Health & Social Services, to assist cities and boroughs in addressing the substantial and on-going costs for COVID-19 testing and vaccine administration; and

WHEREAS, the amount of \$125,000 is currently available to the City & Borough of Wrangell to improve efforts and access to testing and vaccinations; and

WHEREAS, the Borough has identified community gaps in testing and vaccination distribution this funding may be able to help close; and

WHEREAS, the Assembly passed Resolution 03-21-1570 of March 23, 2021 authorizing the Borough to apply for the grant funding; and

WHEREAS, the EOC applied for the grant and was successful in being awarded \$125,000 for increasing access to COVID-19 testing and vaccinations; and

WHEREAS, this resolution is necessary to amend the FY 2021 Budget to accept the funding and authorize its expenditure.

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

Section 1: The FY 2021 Budget in the COVID Fund is amended to reflect an increase in revenue from the State of Alaska Community Funding Grant in the Amount of \$125,000.

Section 2: The FY 2021 Budget in the COVID Fund is amended to reflect an increase in the authorized expenditures in the amount of \$125,000 for COVID testing and vaccinations.

Section 3: The Borough Manager is authorized to execute the grant Memorandum of Agreement (MOA) with the State of Alaska, Department of Health & Social Services.

Section 4: The Borough Manager is authorized to enter into Memorandums of Agreement (MOAs) with community organizations for administration of referenced COVID-19 efforts.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF APRIL 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk



**Memorandum of Agreement (MOA) Between
State of Alaska - Department of Health and Social Services
Division of Public Health – COVID-19 Emergency Operations Center (DPH-EOC)
- and -
City and Borough of Wrangell**

I. PURPOSE AND SCOPE

The purpose of this MOA is to provide funding to government entities to implement community-driven strategies that support COVID-19 related activities. These activities include improving efforts and increase access to COVID-19 testing in the community, building capacity to increase access to COVID-19 vaccine in the community and implementing strategies that decrease health inequities, as well as other COVID-19 related recovery and prevention strategies.

II. THE DPH AGREES TO:

Provide support to the community on COVID-19 vaccine administration, testing, and other COVID-19 related activities. The COVID-19 EOC Team is available to consult and provide technical assistance to government entities and to pre-approved pass-through recipients of award funding. The team will also ensure that approved activities meet the funding requirements.

III. THE CITY AND BOROUGH OF WRANGELL AGREES TO:

Expand capacity for COVID-19 related testing, provide mobile COVID-19 vaccine access, provide transportation for COVID-19 vaccinations, and pass through funds to SEARHC to provide testing and vaccine related activities.

Recipient must establish/maintain/provide electronic reporting of SARS-CoV2/COVID-19 laboratory data to CDC daily per the guidance provided by CDC (e.g., CELR). This includes all testing (e.g., positive/negative, PCR, Point-of-Care, etc.) and complete data elements (e.g., race/ethnicity) per CARES legislation and ELC performance measures.

Any additional activities not specifically stated in this MOA must be approved by the COVID-19 EOC Team prior to those activities occurring.

IV. JOINT RESPONSIBILITIES:

Both parties will make a good faith effort to communicate about any issues that might arise that will impact the timeliness of activities, reporting, or payment.

V. PERIOD OF AGREEMENT AND TERMINATION:

This agreement will terminate on March 31, 2022 and receipts must be for activities prior to this date. Funds are intended to be used to support staff time (including overtime), supplies, and other materials as needed to support COVID-19 related activities.

VI. TERMS OF PAYMENT

The State agrees to pay the City and Borough of Wrangell up to \$125,000.00 over the term of this agreement.

The Contractor will submit monthly invoices detailing services performed in accordance with appendix A.

The invoice must:

- reference the contractor's name, address and phone number
- reference the contract number: C0621-570-R
- include an invoice number
- Reference the Alaska Division of Public Health – COVID Admin

The Contractor shall submit final invoices to the address specified below no later than 30 days after March 31, 2022. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Email invoices to:

covidadmin@alaska.gov

(please reference *Community MOA Reimbursement Request* in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold reimbursement at any time the Contractor fails to comply with the terms of the MOA.

VII. GRANT COMPLIANCE FROM THE FEDERAL NOTICE OF GRANT AWARD

- Recipients must comply with the Terms and Conditions of this award, all Code of Federal Regulations, and the Alaska Administrative Manual.
- In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CK19-1904 entitled "Cooperative Agreement for Epidemiology and Laboratory Capacity (ELC), which is hereby made a part of this non-research award, hereinafter referred to as the Notice of Award (NoA).
- Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act,

2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260), agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

- To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group. This includes, but is not limited to, immigration status, criminal history, incarceration, or homelessness. To this end, and to help achieve the public health imperative of widespread herd immunity to COVID-19, Recipient must administer or distribute vaccine to any and all individuals within a prioritized group in the same timeframe, taking into account available vaccine doses. For example, if meatpacking plant workers are a prioritized group, then all workers in that group, including undocumented immigrants, must be vaccinated to help assure that the plant is in a position to safely resume essential functions. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
- Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Unallowable Costs:

- Resources funded by another HSS Contract or HSS-Cares source
- Purchase of vehicles
- Reimbursement of pre-award costs
- Research
- Indirect costs associated with the award
- Food and/or water for events
- Hospital bill or insurance claims
- Clinical care (except as otherwise noted in Domain 5 and as may be provided in further guidance from CDC)
- Publicity and propaganda (lobbying):
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 - All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

VII. CONTACT INFORMATION

DPH-EOC primary point of contact: Marie Jackman
Division of Public Health, COVID Public Health Specialist
3601 C Street, Suite 722
Anchorage AK 99503
Work Cell: 907-744-7297
Email: marie.jackman@alaska.gov

City and Borough of Wrangell primary point of contact: Dorianne Sprehe
City and Borough of Wrangell, Fire Captain/EOC Manager
Office: 907-874-3223
Email: wrgfd@wrangell.com

City and Borough of Wrangell finance contact: Lisa Von Bargaen
City and Borough of Wrangell, Borough Manager
Office: 907-874-2381
Email: lvonbargaen@wrangell.com

City and Borough of Wrangell additional contact: Jamie Roberts
City and Borough of Wrangell, Deputy EOC Manager
Office: 907-470-4844
Email: travel@wrangell.com

VIII. SIGNATURES

By signature of the below, both parties agree to the terms of this MOA.

City and Borough of Wrangell

By: _____ Date: _____
Lisa Von Bargaen, Borough Manager, City and Borough of Wrangell

State of Alaska

By: _____ Date: _____
Marie Jackman, DPH-COVID EOC Program Contact

By: _____ Date: _____
Heidi Hedberg, EOC/Unified Commander & DPH Director

By: _____ Date: _____
Jason Grove, Procurement Manager

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 03-21-1570

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING THE BOROUGH TO APPLY FOR AND ACCEPT COVID-19 GRANT FUNDS IN THE AMOUNT OF \$125,000 FROM THE STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES FOR COVID-19 TESTING AND VACCINE ADMINISTRATION COSTS

WHEREAS, federal funds are available to local governments through the State of Alaska, Department of Health & Social Services, to assist cities and boroughs in addressing the substantial and on-going costs for COVID-19 testing and vaccine administration; and

WHEREAS, the amount of \$125,000 is currently available to the City & Borough of Wrangell to improve efforts and access to testing and vaccinations; and

WHEREAS, the Borough has identified community gaps in testing and vaccination distribution this funding may be able to help close.

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

Section 1: The Borough Administration is authorized to apply for and receive grant funding from the State of Alaska, in the anticipated amount of \$125,000, for use in COVID-19 testing and vaccination efforts.

Section 2: The Borough Manager is authorized to execute the grant agreement with the State of Alaska, Department of Health & Social services.

Section 3: The Borough is authorized to enter into Memorandums of Agreement (MOAs) with community organizations for administration of referenced COVID-19 efforts.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 11th Day of March 2021.

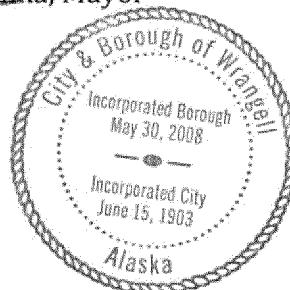
CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka

Stephen Prysunka, Mayor

ATTEST: *Kim Lane*

Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1572 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE PORT AND CAPITAL IMPROVEMENT FUNDS TRANSFERRING \$83,000 FROM PORT RESERVES TO PORT CAPITAL EXPENDITURES AND FROM PORT CAPITAL EXPENDITURES TO THE CAPITAL IMPROVEMENT FUND CITY DOCK FENDER PILE REPAIR PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

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

<u>FISCAL NOTE:</u>		
Expenditure Required: \$83,000 Total		
FY 20: \$	FY 21: \$83,000	FY22: \$
Amount Budgeted:		
FY20 \$0		
Account Number(s):		
74310 000 7900 00 74003 (New)		
Account Name(s):		
2021 City Dock Repair Project		
Unencumbered Balance(s) (prior to expenditure):		
\$2,560,802 Port/Harbor Reserves as of 1/26/2021		

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

ATTACHMENTS: 1. Resolution No. 04-21-1572; 2. Detailed Project Cost Estimate

RECOMMENDATION MOTION:
Move to approve Resolution No. 04-21-1572.

SUMMARY STATEMENT:
Early this year the City Dock suffered considerable damage following a “hit and run” by a large vessel. The repairs to the dock have been estimated at \$83,000. A claim has been submitted to our

insurance company and we will recoup as much as possible following completion of the repairs after our deductible is met. A copy of the detailed cost estimate is attached for review by the Assembly.

This resolution is before the Assembly to amend the budget moving money from the Port/Harbor reserves into the Capital Budget for this project. As of January 26, 2021 the cash reserve balance of the Port/Harbor Fund was \$2,560,802. A new account for this project is being created in the Capital Budget.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-21-1572

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE PORT AND CAPITAL IMPROVEMENT FUNDS TRANSFERRING \$83,000 FROM PORT RESERVES TO PORT CAPITAL EXPENDITURES AND FROM PORT CAPITAL EXPENDITURES TO THE CAPITAL IMPROVEMENT FUND CITY DOCK FENDER PILE REPAIR PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, earlier this year the City Dock suffered significant damage from a “hit and run” from a large vessel; and

WHEREAS, repairs are estimated at \$83,000; and

WHEREAS, it is necessary to amend the FY 2021 Budget transferring money from Port/Harbor Reserves to the Capital Project Fund to cover the cost of the project.

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

Section 1: The FY 2021 Budget in the Port/Harbor Fund is amended to reflect a transfer in the amount of \$83,000 from Port/Harbor Fund Reserves to Port Capital Expenditures and to the Capital Project Budget.

Section 2: The FY 2021 Budget in the Capital Project Fund is amended to reflect a new project account for the 2021 City Dock Repair Project (74310 000 7900 00 74003) with authorized expenditures in the amount of \$83,000.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF APRIL 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City and Borough of Wrangell
 City Dock Fender Pile Repairs Cost Estimate

3/17/2021

	Qty	Unit Cost	Extended Cost
Mobilization	1	\$ 5,000.00	\$ 5,000.00
Creosote Fender Pile Replacement - 16" x 80' Timbers	8	\$ 2,900.00	\$ 23,200.00
Timber freight (AML quote)	1	\$ 6,200.00	\$ 6,200.00
Pull and drive new piles	8	\$ 3,000.00	\$ 24,000.00
Bull rail replacement, hardware	2	\$ 1,000.00	\$ 2,000.00
Chock blocks replacement, hardware	8	\$ 500.00	\$ 4,000.00
Hanger repair - hangers present, pull through tops of pilings	8	\$ 250.00	\$ 2,000.00
Straighten/Reattach aluminum chafing protection (strut)	8	\$ 250.00	\$ 2,000.00
Realign 20' steel support I-Beam	1	\$ 1,000.00	\$ 1,000.00
Project Subtotal			\$ 69,400.00
Contractor Fee and OH and Bond (20%)			\$ 13,880.00
Project Total			\$ 83,280.00

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1573 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND TRANSFERRING \$5,000 FROM RESIDENTIAL CONSTRUCTION FUND RESERVES TO THE PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:
Carol Rushmore, Economic Development Director

FISCAL NOTE:

Expenditure Required: Total		
FY 20: \$	FY 21: \$5,000	FY22: \$
Amount Budgeted:		
	FY21 \$0	
Account Number(s):		
	50000 000 7519 00 00000	
Account Name(s):		
	Professional/Contractual Services	
Unencumbered Balance(s) (prior to expenditure):		
	\$5,994	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 04-21-1573

RECOMMENDATION MOTION:
Move to approve Resolution No. 04-21-1573.

SUMMARY STATEMENT:
The City and Borough of Wrangell issued a Request for Qualifications for appraisal services of nine different sites that encompass single or multiple lots. The appraisal will include vacant and developed residential, industrial lands, filled and unfilled tidelands, lease areas and parcels for sale.

Three responses were received. The Assembly approved the Professional Services Agreement for \$42,000 at the March 23, 2021 meeting to Ramsey Appraisal Resource for appraisal of the nine (9) parcels. Due to staff error, the accompanying budget resolutions were inadvertently omitted awaiting the cost breakdown for each site.

There is one (1) appraisal for a residential parcel budget amendment being addressed in this Resolution. The remaining eight (8) parcels that are part of the PSA are commercial and industrial parcels. The budget amendment associated with those parcels are being addressed in Resolution 04-21-1574.

Residential Construction Fund Prof. Services (Account No. 50000 000 7519 00 00000):

Unencumbered Balance of Fund (before expenditure)	\$5,994
Required Expenditure	\$5,000

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-21-1573

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND TRANSFERRING \$5,000 FROM RESIDENTIAL CONSTRUCTION FUND RESERVES TO THE PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the City and Borough of Wrangell plans to dispose of three residential lots recently subdivided from Block 35, Wrangell Townsite on the corner of Pine Street and Etolin Avenue; and

WHEREAS, the Borough plans to have a residential property appraisal performed for the three (3) properties, having approved the Professional Service Agreement with Ramsey Appraisal Resource at the March 23, 2021 Assembly meeting; and

WHEREAS, a budget amendment is requested to increase the Professional/Contractual Services Account 50000 000 7519 00 00000 funds by \$5,000 to cover the cost of expense of the appraisal.

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

Section 1: The FY 2021 Budget in the Residential Construction fund is amended to reflect an increase in transfer of funds in the amount of \$5,000 from the Residential Construction Fund Reserves to the Residential Construction Fund Professional/Contractual Services Account (50000 000 7519 00 00000).

Section 2: The FY 2021 Budget in the Residential Construction Fund is amended to reflect an increase in the authorized expenditures in Professional/Contractual Services Account (50000 000 7519 00 00000) for property appraisal expenses.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF APRIL 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1574 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND TRANSFERRING \$34,500 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Carol Rushmore, Economic Development Director

FISCAL NOTE:

Expenditure Required:		
FY 20: \$	FY 21: \$34,500	FY22: \$
Amount Budgeted:		
FY21 \$2,500 (for armory)		
Account Number(s):		
52000 000 7519 00 00000		
Account Name(s):		
Professional/Contractual Services		
Unencumbered Balance(s) (prior to expenditure):		
\$334,570 Fund Reserves		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 04-21-1574

RECOMMENDATION MOTION:
Move to approve Resolution No. 04-21-1574.

SUMMARY STATEMENT:
The City and Borough of Wrangell issued a Request for Qualifications for appraisal services of nine different sites that encompass single or multiple lots. The appraisal will include vacant and

developed residential, industrial lands, filled and unfilled tidelands, lease areas and parcels for sale.

Three responses were received. The Assembly approved the Professional Services Agreement for \$42,000 at the March 23, 2021 meeting to Ramsey Appraisal Resource for appraisal of the nine (9) parcels. Due to staff error, the accompanying budget resolutions were inadvertently omitted awaiting the cost breakdown for each site.

A \$2,500 budget amendment for the Armory site was approved previously at the March 9, 2021 meeting. This amendment addresses the remaining seven (7) commercial and industrial parcels. There is one (1) appraisal for a residential parcel budget amendment being addressed in Resolution 04-21-1573.

Industrial Construction Fund Professional Services (Account No. 52000 000 7519):

Unencumbered Balance of Fund Reserves (before expenditure)	\$334,570
Required Expenditure	\$ 34,500

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-21-1574

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND TRANSFERRING \$34,500 FROM INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the City and Borough of Wrangell plans to dispose of one (1) filled tideland industrial lot near the ferry terminal; two (2) tideland lease areas in the Marine Service Center; three (3) Light Industrial lots at the former 4 mile junkyard site; one (1) submerged tideland area at 6 mile Zimovia; two (2) industrial lots in the Industrial Park; and 2 lease sites for cell towers near the Transfer Station and at Shoemaker Bay Harbor; and

WHEREAS, the Borough plans to have a commercial/industrial property appraisal performed for identified sites, having approved a Professional Service Agreement with Ramsey Appraisal Resource at the March 23, 2021 Assembly meeting; and

WHEREAS, a budget amendment is requested to increase the Professional/Contractual Services Account 52000 000 7519 00 00000 funds by \$34,500 to cover the cost of expense of the appraisal.

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

Section 1: The FY 2021 Budget in the Industrial Construction fund is amended to reflect an increase in transfer of funds in the amount of \$34,500 from the Industrial Construction Fund Reserves to the Industrial Construction Fund Professional/Contractual Services Account (52000 000 7519 00 00000).

Section 2: The FY 2021 Budget in the Industrial Construction Fund is amended to reflect an increase in the authorized expenditures in Professional/Contractual Services Account (52000 000 7519 00 00000) for property appraisal expenses.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF APRIL 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION NO 04-13-1575 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE JOB DESCRIPTION FOR THE POSITION OF NOLAN CENTER COORDINATOR AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE

SUBMITTED BY:

Cyni Crary, Nolan Center Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. RES 04-21-1575; 2. Nolan Center Coordinator Job Description; 3. Non-Union Wage & Grade Table

RECOMMENDATION MOTION:
Move to Approve Resolution No. 04-21-1575.

SUMMARY STATEMENT:
As the Assembly is aware, the Nolan Center Facility Manager position that was vacant at the time the FY 2021 Budget was approved has been intentionally left unfilled to help curb expenditures during this time of decreased revenue due to COVID. That left permanent positions at the Nolan

Center – the Director and Museum Collections. The Collections position was vacated a few weeks ago because the individual in that position was unwilling to assist with general help around the facility. With the assistance of only temporary employees (many of whom are high school students) the Director has been managing the entire facility and all events/activities alone.

The vacant Facility Manager position saved the Borough approximately \$81,000 in the FY 2021 Budget. That position is at a Grade 18 with a wage scale of \$23.19-\$29.22. The recently vacated Museum Collections position is at a Grade 12 with a wage scale of \$17.73-22.29. In the FY 2021 Budget the full salary and benefits budgeted came to \$41,402.

The cruise season, even for small ships, seems to be dwindling by the day. We can expect continued low visitation of the Museum and lower sales volumes in the gift shop. The local community, however, is ready to “get back to life.” The Nolan Center has an incredibly robust line up of events scheduled throughout the year. The Director will speak more to this at the meeting. Additionally, movie attendance is continuing to increase requiring the more showings to be added to accommodate patrons while maintaining social distancing.

The Nolan Center cannot maintain a full schedule with one permanent staff member. Temp staff are filling some gaps, but nowhere near enough, and at nowhere near the necessary reliability. Throughout the year, Parks & Recreation temp staff have assisted Administration is offering two scenarios.

Scenario 1:

Director only as permanent staff. Nolan Center operations will need to be reduced. This means a minimum closure of two days per week to allow staff days off. The schedule can have some flexibility (in terms of closure days) to accommodate events and activities planned well in advance. Otherwise, any use of the facility will need to take place during scheduled operating hours. Without a permanent back-up staff person to the Director continuity of operations cannot be guaranteed. If the Director needs to be off work for sick or personal leave time the facility may need to be closed. Administration is exploring ways that staff from other departments can be trained to backfill in the case of emergency or planned staff leave. But even that is not a sure-fire way to maintain continuity of operations, depending upon the circumstances within the primary department of the “back-fill” staff. Currently, the Director is the only person able to respond in the event of an abnormal occurrence. For example, if temp staff are schedule to cover a movie showing, if a person calls in sick or if movie software has a glitch, the Director is the only person who can solve the problem or back-fill. This essentially gives the Director no days off unless the facility is closed.

Scenario 2:

Hire a second permanent staff position. The Nolan Center Director is proposing to replace the Facility Manager position with a Nolan Center Coordinator position at Grade 12 on the salary schedule. The Facility Manager was at Grade 18. The Museum Collection would remain unfilled at this time. The Coordinator position models the Recreation Coordinator position at Parks & Recreation and the Library Assistant II position at the Library. This shows continuity between departments and allows for continued growth of operations. This model will save money in the long run considering it will replace the Facility Manager Grade 18 position. It would also give the

director some relief time and an opportunity to train and develop this employee in all operations. Currently the schedule is filling up and this staff member would help accommodate the workload. COVID restrictions will continue to ease up as we move forward and we need to be prepared to focus on increasing facility use and revenue.

The timing of this request to the Assembly would be far better during consideration of the FY22 Budget. The number of event requests coming in preclude Administration from waiting. The proposed Nolan Center Expenditure Budget for FY 2022 is \$432,727 including the Coordinator position. Revenues for FY 2022 are projected very conservatively at \$207,500. This is an operating deficit of \$225,227. Eliminating the Coordinator position, including estimated benefits reduces the expenditures by \$60,792; thereby reducing the operating deficit to \$164,435. Any deficit in the Nolan Center budget is made up by a contribution from the General Fund.

Administration is still working through the General Fund Budget submittals to understand the full financial position for FY 2022. Administration understands this leaves an unclear picture in terms of decision-making.

The attached resolution creates the downgraded position from Facility Manager to Coordinator and sets the wage scale. A copy of the new job description is also attached; along with a revised Wage & Grade Table for Non-Union staff.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-21-1575

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE JOB DESCRIPTION FOR THE POSITION OF NOLAN CENTER COORDINATOR AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE

WHEREAS, the Nolan Center is currently being staffed by one full-time equivalent position and a few temporary employees; and

WHEREAS, this level of permanent, full-time staffing is insufficient to accommodate the time and work required to supervise the operations of the facility; and

WHEREAS, the Nolan Center Facility Manager position has been vacant since May, 2020; and

WHEREAS, in February of 2021, the Collections Manager left employment at the Nolan Center: and

WHEREAS, the Nolan Center Coordinator will be replacing the Nolan Center Facility Manager which will be a cost savings; and

WHEREAS, the Nolan Center Museum Collection position will remain unfilled; and

WHEREAS, the existing permanent position of Nolan Center Director and the new position of Nolan Center Coordinator fulfill the obligations of five previous positions including: Civic Center Manager, Museum Director, Theater Manager, and Assistant Theater Manager; and

WHEREAS, the rate of pay for this position shall be a Grade 12 with an hourly wage pay range from \$17.73 to \$22.29 which is commensurate with other similar positions in the organization.

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

Section 1. The attached Exhibit “A” includes the job description which describes the duties, responsibilities and qualifications for the Nolan Center Coordinator.

Section 2. The new job description for the Nolan Center Coordinator will become effective immediately upon passage and approval of this resolution.

Section 3. The attached Exhibit “B” is the Non-Union Wage and Grade Table reflecting the removal of the Nolan Center Facility Manager at Grade 18 and the addition of the Nolan Center Coordinator at Grade 12.

Section 4. The attached Exhibit “B” repeals all other previous Non-Union Pay Plans and becomes effective immediately upon passage and approval of this resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 13TH DAY OF APRIL, 2021.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Nolan Center Coordinator	Position Number:
Department/Site: Nolan Center	FLSA: Exempt
Evaluated by: Nolan Center Director	Salary Grade: 12

Summary

Develops, organizes and manages; staff, contractors and volunteers in supporting the museum and community events throughout the Nolan Center.

Distinguishing Career Features

The Nolan Center Coordinator’s task is to supervise and support in developing and working various museum programs; events, movies and retail sales.

Essential Duties and Responsibilities

- Facilitates events; managing from set-up to take-down
- Assisting with museum projects and correspondence
- Assists with and responds to Visitor Center inquiries/correspondence
- Assists with the Gift Shop operations, summer cruise-ship tours and visitor assistance as needed, including the billing process
- Develops and coordinates activities and programs for the center
- Promotes programs through fliers, radio, newspaper, social media, and newsletter
- Manages theater; movie details, staff, food ordering, concessions, bookkeeping
- Performs administrative tasks including daily deposits, data entry, reservation management and policy and procedure updates
- Role model customer service and patron/visitor relations

Qualifications

- **Knowledge and Skills**

- Requires computer knowledge and basic accounting
- Requires the ability to communicate effectively both orally and in written form

- **Abilities**

- Requires the ability to plan, implement and evaluate programs and make sound recommendations for improvement
- Requires the ability to conduct program needs assessments
- Requires the ability to build rapport with patrons & visitors of a broad age range
- Requires the ability to work independently and collaboratively with volunteers, staff and the Director
- Requires the ability to adapt well to change, remain flexible and solution oriented
- Requires the ability to learn, computer programs including but not limited to Excel, Word, PowerPoint, Outlook, Square, Past Perfect

- **Physical Abilities**

- Requires sufficient ability to stand and walk for intermittent periods of time
- Requires sufficient arm, hand, and finger dexterity to use a computer keyboard and other office equipment

- **Education and Experience**

- Requires high school diploma or equivalent, two years of related experience preferred

- **Licenses and Certificates**

- Must possess a valid Alaska driver's license or ability to gain one upon hire
- Must possess a Food Handler's Card or the ability to gain one upon hire

- **Working Conditions**

- Work is performed indoors at the Nolan Center where relative risks occur
- Weekends, holidays and evening shifts are part of the regular schedule
- Seasonal outside garden work may be assigned
- Must be able to lift and move 50 lbs.
- Must be able to move chairs, tables, display cases and various others items on a very frequent basis

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.

Permanent Non-exempt Employee Pay Plan, City and Borough of Wrangell, Hourly Compensation

Resolution No. 04-21-1575

old step	6	7	8	9	10	11	12	13	14	15			
Grade	Step →												
▼	1	2	3	4	5	6	7	8	9	10	11	12	13
8	14.96	15.26	15.55	15.84	16.14	16.44	16.76	17.09	17.41	17.74	18.08	18.43	18.78
9	15.62	15.91	16.21	16.52	16.85	17.17	17.49	17.82	18.16	18.52	18.88	19.24	19.61
10	16.32	16.65	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.50	19.89	20.29	20.70
11	17.03	17.37	17.73	18.08	18.44	18.81	19.19	19.57	19.96	20.36	20.77	21.19	21.61
12	17.73	18.07	18.42	18.78	19.14	19.50	19.87	20.27	20.66	21.05	21.46	21.87	22.29
13	18.55	18.90	19.26	19.63	20.00	20.40	20.79	21.19	21.59	22.02	22.45	22.88	23.32
14	19.38	19.75	20.14	20.53	20.92	21.32	21.74	22.16	22.58	23.01	23.46	23.91	24.37
15	20.28	20.69	21.10	21.52	21.95	22.39	22.84	23.30	23.76	24.24	24.72	25.22	25.72
16	21.18	21.58	22.01	22.43	22.86	23.30	23.77	24.22	24.68	25.16	25.65	26.15	26.66
17	22.17	22.59	23.02	23.47	23.93	24.39	24.86	25.36	25.85	26.35	26.86	27.38	27.91
18	23.19	23.65	24.10	24.56	25.03	25.53	26.02	26.52	27.05	27.57	28.11	28.66	29.22
21	26.43	26.96	27.48	28.01	28.56	29.12	29.68	30.26	30.85	31.44	32.05	32.68	33.32
23	28.55	29.11	29.67	30.25	30.84	31.43	32.06	32.68	33.31	33.97	34.63	35.31	36.00
25	30.94	31.54	32.17	32.79	33.42	34.09	34.75	35.44	36.13	36.84	37.56	38.30	39.05
26	32.22	32.84	33.48	34.14	34.80	35.49	36.18	36.89	37.61	38.34	39.09	39.86	40.64

8	Custodian	14	Dispatch/Corrections Officer	18	Administrative Assistant - Poli Corrections Sergeant Firemedic/Trainer
9	Library Assistant I	15	Public Works Administrative Assistant		Nolan Center Facility Manage
12	DMV Assistant Recreation Coordinator Library Assistant II Nolan Center Attendant - Museum Collection Nolan Center Coordinator	17	Police Officer Recruit Accounting Clerk II	21	Police Officer Probationary
13	Accounting Clerk Utility Accounts Clerk			23	Police Officer
				25	Police Sergeant
				26	Police Lieutenant

Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation

old step	6	7	8	9	10	11	12	13	14	15			
Grade	Step →												
▼	1	2	3	4	5	6	7	8	9	10	11	12	13
19	4,209.00	4,290.00	4,375.00	4,458.00	4,543.00	4,630.00	4,722.00	4,812.00	4,904.00	5,001.00	5,098.00	5,197.00	5,297.00
24	5,150.00	5,252.00	5,353.00	5,457.00	5,566.00	5,673.00	5,782.00	5,897.00	6,011.00	6,131.00	6,250.00	6,373.00	6,498.00
25	5,363.00	5,467.00	5,576.00	5,684.00	5,793.00	5,909.00	6,023.00	6,143.00	6,263.00	6,386.00	6,510.00	6,639.00	6,769.00
27	5,821.00	5,935.00	6,049.00	6,171.00	6,290.00	6,413.00	6,540.00	6,666.00	6,800.00	6,932.00	7,067.00	7,205.00	7,348.00
28	6,070.00	6,191.00	6,311.00	6,436.00	6,561.00	6,689.00	6,821.00	6,952.00	7,091.00	7,228.00	7,370.00	7,516.00	7,663.00
30	6,607.00	6,739.00	6,869.00	7,006.00	7,141.00	7,282.00	7,426.00	7,571.00	7,720.00	7,873.00	8,027.00	8,185.00	8,346.00
31	6,871.00	7,009.00	7,144.00	7,286.00	7,427.00	7,573.00	7,723.00	7,874.00	8,029.00	8,188.00	8,348.00	8,512.00	8,680.00
32	7,146.00	7,289.00	7,430.00	7,587.00	7,724.00	7,876.00	8,032.00	8,189.00	8,350.00	8,515.00	8,682.00	8,853.00	9,027.00
33	7,432.00	7,580.00	7,727.00	7,881.00	8,033.00	8,191.00	8,353.00	8,516.00	8,684.00	8,856.00	9,029.00	9,207.00	9,388.00
34	7,729.00	7,884.00	8,036.00	8,196.00	8,354.00	8,519.00	8,687.00	8,857.00	9,031.00	9,210.00	9,390.00	9,575.00	9,764.00
35	8,038.00	8,199.00	8,357.00	8,524.00	8,688.00	8,860.00	9,035.00	9,211.00	9,393.00	9,579.00	9,766.00	9,958.00	10,154.00

19	Civic Center Manager	25	Harbormaster	30	Finance Director Electrical Superintendent
24	Library Director Parks & Recreation Director Fire Chief Nolan Center Director	28	Economic Development Director		Director of Public Works & Capital Projects
				35	Police Chief

Temporary/Part-time/Seasonal Employees

Hourly Compensation

Note: Each step represents the amount above the prevailing State of Alaska Minimum Wage 10.34

Grade	Step →												
▼	1	2	3	4	5	6	7	8	9	10	11	12	13
1	State MW	0.30	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.30	3.60
3	0.70	1.00	1.30	1.60	1.90	2.20	2.50	2.80	3.10	3.40	3.70	4.00	4.30
4	1.70	2.00	2.30	2.60	2.90	3.20	3.50	3.80	4.10	4.40	4.70	5.00	5.30
5	2.70	3.00	3.30	3.60	3.90	4.20	4.50	4.80	5.10	5.40	5.70	6.00	6.30
6	3.20	3.50	3.80	4.10	4.40	4.70	5.00	5.30	5.60	5.90	6.20	6.50	6.80
7	3.70	4.00	4.30	4.60	4.90	5.20	5.50	5.80	6.10	6.40	6.70	7.00	7.30
8	4.20	4.50	4.80	5.10	5.40	5.70	6.00	6.30	6.60	6.90	7.20	7.50	7.80
9	4.70	5.00	5.30	5.60	5.90	6.20	6.50	6.80	7.10	7.40	7.70	8.00	8.30
11	6.20	6.50	6.80	7.10	7.40	7.70	8.00	8.30	8.60	8.90	9.20	9.50	9.80

Actual Temp Rates, Calendar Year 2021

	1	2	3	4	5	6	7	8	9	10	11	12	13
1	10.34	10.64	10.94	11.24	11.54	11.84	12.14	12.44	12.74	13.04	13.34	13.64	13.94
3	11.04	11.34	11.64	11.94	12.24	12.54	12.84	13.14	13.44	13.74	14.04	14.34	14.64
4	12.04	12.34	12.64	12.94	13.24	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64
5	13.04	13.34	13.64	13.94	14.24	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64
6	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14
7	14.04	14.34	14.64	14.94	15.24	15.54	15.84	16.14	16.44	16.74	17.04	17.34	17.64
8	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64	16.94	17.24	17.54	17.84	18.14
9	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14	17.44	17.74	18.04	18.34	18.64
11	16.54	16.84	17.14	17.44	17.74	18.04	18.34	18.64	18.94	19.24	19.54	19.84	20.14

1	Lifeguard Recreation Assistant Theater Sales Associate	5	Park Maintenance I	8	Museum Clerk
3	Head Lifeguard	6	Park Maintenance II	9	Maintenance Custodian
4	Sales Assistant Laborer	7	Clerical Assistant	11	Theater Manager

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

Approval of a Professional Services Agreement with Morris Engineering Group, Inc. for Engineering Services for the High School and Middle School Fire Alarm System Replacement

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$39,235 Total		
FY 20: \$	FY 21: \$39,235	FY22: \$
Amount Budgeted:		
	FY21 \$0	
Account Number(s):		
	25000 000 7519 00 00000	
Account Name(s):		
	Professional Services - Secure Rural Schools Fund	
Unencumbered Balance(s) (prior to expenditure):		
	\$ 2,112,797	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Morris Engineering Group Fee Estimate dated 3/26/21 for Wrangell High School Fire Alarm Replacement

RECOMMENDATION MOTION:
Move to Approve a Professional Services Agreement with Morris Engineering Group, Inc. for Engineering Services for the High School and Middle School Fire Alarm System Replacement.

SUMMARY STATEMENT:

Resolution No. 01-21-1558 dated January 12, 2021 established the priority capital projects for submission to the State of Alaska for consideration under the designated legislative grants program (CAPSIS). Priority project number two was the High School and Middle School Life and Health Safety Upgrades with two subprojects, one being the Fire Alarm System Upgrades.

In addition to submitting this project to the State for funding consideration in the CAPSIS system, the CBW plans to submit, in conjunction with the School District, an application to the Department of Education and Early Development (DEED) under their CIP funding program. DEED annually evaluates CIP grant applications that are submitted on or before September 1st.

The School has committed to completing the criteria to make them eligible to submit project application(s) in 2021 to the CIP funding program. DEED staff have recommended that the District/Borough submit applications for school capital projects under the CIP process. The application stands to receive higher points if an initial phase of the project, in this case the engineering design, was complete. DEED CIP regulations provide for reimbursement of project expenditures made by the District/Borough toward earlier phases of the project, if the project receives funding within three years of the expenditure, and as long as the project is procured and administered according to DEED regulations. Below the \$50,000 threshold, DEED allows the District/Borough to utilize their own procurement code.

Wrangell Municipal Code, Chapter 5, Section 5.10.050 When competitive bidding or quotations are not required, includes Item E, which include "Contractual services of a professional nature, such as legal, engineering, architectural, and medical services."

Morris Engineering Group, Inc. was involved in this project in the late 2000s. They performed a condition assessment and identification of code deficiencies of the existing fire alarm system, developed a conceptual design with costs and engineered drawings for the fire alarm system layout. Based on Morris Engineering Group's previous involvement with this project, the Borough wishes to enter into a Professional Services Agreement with them for the engineering design services for the High School and Middle School Fire Alarm System Replacement Design project.

Staff anticipates the approval of a requested budget amendment to the FY21 CIP Fund for this project. The resolution amending the budget appears next on the Assembly Agenda during the April 13, 2021 meeting. If the Assembly approves this PSA, the accompanying resolution must also be approved.

Staff recommend approving a Professional Services Agreement with Morris Engineering Group, Inc. for engineering design services for the High School and Middle School Fire Alarm System Replacement.

Note: This engineering effort includes the Swimming Pool portion of the fire alarm system, since the Pool is tied into the School's fire alarm system. It is unknown at this time if the Department of Early Education (DEED) would reimburse for that portion of the system if a future CIP project funding was awarded. If the Swimming Pool was determined to be ineligible for DEED funding, they may

ask that the Swimming Pool portion of the project be clearly delineated and paid for by other funding.

Manager's Note: This project was submitted to DEED for several years for grant funding consideration. It never made it high enough on the list to be funded because the engineering was not complete and the project couldn't compete against all the other shovel ready projects submitted from around the state. This is a necessary expenditure to make the project competitive for grant funding.



2375 Jordan Ave #7, Juneau, Alaska 99801, 907-789-3350

Fee Estimate

3/26/2021

Wrangell High School & Middle School Fire Alarm Replacement

Design the replacement of the High School and Middle School Fire Alarm system. The system will include the pool area. CAD drawings for buildings to be provided by City of Wrangell.

<u>Description</u>	<u>Engineer</u> (Hrs)	<u>Drafting</u> (Hrs)	<u>Expenses</u>
Inspection of current Fire Alarm System			
Drawing review	6		
Site Inspection	16		\$ 850
Research current code requirements			
Develop Base Sheets	6	12	
Floor plan changes per site visit as needed	4	6	
Layout of fire alarm devices	24	18	
Design of conduit routing for new devices	16	8	
Mounting details for new devices	24	18	
Manufacturer research for capability	16		
Fire Alarm Riser Diagram	12	8	
Specifications	8		
Estimate	5		
90% Submittal	4	8	
Review Comments	12	12	
Totals	161	90	
Hourly Rate	\$185	\$105	
Fees	\$29,785	\$9,450	

Total Fee - Design \$39,235.00

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1576 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE SECURE RURAL SCHOOLS FUND TRANSFERRING \$39,235 FROM THE SECURE RURAL SCHOOLS FUND RESERVES TO THE SECURE RURAL SCHOOLS, PROFESSIONAL SERVICES ACCOUNT FOR THE HIGH SCHOOL AND MIDDLE SCHOOL FIRE ALARM SYSTEM REPLACEMENT DESIGN PROJECT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

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

<u>FISCAL NOTE:</u>		
Expenditure Required: \$39,235		
FY 20:	FY 21: \$39,235	FY22:
Amount Budgeted:		
\$0		
Account Number(s):		
25000 000 7519 00 00000		
Account Name(s):		
Professional Services - Secure Rural Schools Fund		
Unencumbered Balance(s) (prior to expenditure):		
\$2,112,797		

ATTACHMENTS: 1. Resolution No. 04-21-1576

RECOMMENDATION MOTION:
Move to approve Resolution No. 04-21-1576.

SUMMARY STATEMENT:
Resolution No. 01-21-1558 dated January 12, 2021 established the priority capital projects for submission to the State of Alaska for consideration under the designated legislative grants program

(CAPSIS). Priority project number two was the High School and Middle School Life and Health Safety Upgrades with two subprojects, one being the Fire Alarm System Upgrades.

Funding in the amount of \$39,235 is required for the design of a future High School and Middle School Fire Alarm System Replacement project.

Resolution 04-21-1576 amends the FY21 Budget to accommodate expenditures for this project.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-21-1576

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE SECURE RURAL SCHOOLS FUND TRANSFERRING \$39,235 FROM THE SECURE RURAL SCHOOLS FUND RESERVES TO THE SECURE RURAL SCHOOLS, PROFESSIONAL SERVICES ACCOUNT FOR THE HIGH SCHOOL AND MIDDLE SCHOOL FIRE ALARM SYSTEM REPLACEMENT DESIGN PROJECT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, Resolution No. 01-21-1558 dated January 12, 2021 established the priority capital projects for submission to the State of Alaska for consideration under the designated legislative grants program (CAPSIS), and priority project number two was the High School and Middle School Life and Health Safety Upgrades with two subprojects, one being Fire Alarm System Upgrades; and

WHEREAS, funding in the amount of \$39,235 is required for the design of the Fire Alarm System Replacement at the High School and Middle School.

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

Section 1: The FY 2021 Budget in the Secure Rural Schools Fund is amended to reflect an increase in transfer of funds in the amount of \$39,235 from Secure Rural Schools Fund Reserves to the Secure Rural Schools Professional Services Account (25000 000 7519 00 00000).

Section 2: The FY 2021 Budget in the Secure Rural Schools Fund is amended to reflect an increase in authorized expenditures in the Professional Services Account (25000 000 7519 00 00000) in the amount of \$39,235 for the Middle School and High School Fire Alarm Project.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF APRIL, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1577 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE BIRD FEST FUND BY ACCEPTING REMAINING GRANT FUNDS FROM SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION ACT OF 2000 FUNDING ASSISTANCE IN THE AMOUNT OF \$9,184.19 FROM THE USDA FOREST SERVICE FOR THE EDUCATION AND PROMOTION OF BIRDS DURING ANNUAL STIKINE RIVER BIRDING FESTIVALS

SUBMITTED BY:

Carol Rushmore, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$9,184.19 Total		
FY 20: \$	FY 21: \$9,184.19	FY22: \$
Amount Budgeted:		
FY20 \$0		
Account Number(s):		
28030 000 XXXX 00 00000		
Account Name(s):		
Stikine River Birding Festival		
Unencumbered Balance(s) (prior to expenditure):		
\$9,184.19		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution 04-21-1577; 2. Original Grant Resolution from FY2018

RECOMMENDATION MOTION:
Move to Approve Resolution No. 04-21-1577.

SUMMARY STATEMENT:
In 2018 the Borough received a \$24,000 grant from the USFS (Grant # 18-DG-11100522-018) for the Education and Promotion of Birds during the Stikine River Birding Festival. The funds were to be used over a three year period ending in 2020. Due to COVID-19 the festival was all but cancelled

in 2020 and an extension was applied for and received. The majority of the funds are typically used for travel to bring in speakers, educators, artists, and Raptor Center birds and their handlers. 2021 will see a modified festival.

By the end of the second year of the grant (2019) total spent was \$14,815.98 with \$9184.19 remaining. The grant was omitted from the FY2019, FY2020 and FY2021 budgets and this resolution corrects the error for this budget year by accepting the remaining grant funds and authorizing the expenditure. A fund for expenditures was created but the authorization for the expenditures were not included in Assembly approval of the budget.

Manager's Note: In the FY2018 Budget when this grant award was originally received a Bird Fest Fund was created. Yes, an entire Fund, like the General Fund or the Sewer Fund to account for \$24,000. That never should have occurred. Nevertheless it did and so we will use different activity code accounts within the Bird Fest Fund to account for the expenditures. That is why there are X's in the account coding in the fiscal note of the agenda statement.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-21-1577

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE BIRD FEST FUND BY ACCEPTING REMAINING GRANT FUNDS FROM SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION ACT OF 2000 FUNDING ASSISTANCE IN THE AMOUNT OF \$9,184.19 FROM THE USDA FOREST SERVICE FOR THE EDUCATION AND PROMOTION OF BIRDS DURING ANNUAL STIKINE RIVER BIRDING FESTIVALS

WHEREAS, the Stikine River Birding Festival has been celebrating the annual bird migration for 24 years; and

WHEREAS, the Stikine River Birding Festival strives to educate the public as to the importance of birds and their habitat by providing educational birding activities and speakers; and

WHEREAS, the Festival is an opportunity to promote Wrangell as well as the numerous opportunities for viewing and learning about birds; and

WHEREAS, the Funding Assistance from the USDA Forest Service is intended to promote birding and help bring educational speakers to Wrangell for the annual Stikine River Birding Festivals.

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

Section 1: The FY 2021 Budget in the Bird Fest Fund is amended to reflect an increase in revenue of remaining grant funds in the amount of \$9,184.19 in the Bird Fest federal Reimbursements Account (28030 000 4952 00 00000).

Section 2: The FY 2021 Budget in the Bird Fest Fund is amended to reflect an increase in the authorized expenditure of \$9,184.19 in various Bird Fest Fund expenditure accounts.

PASSED AND APPROVED BY THE WRANGELL ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, THIS 13th DAY OF APRIL, 2021.

CITY AND BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

CITY AND BOROUGH OF WRANGELL, ALASKA
RESOLUTION No. 04-18-1408

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2018 BUDGET BY ACCEPTING SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION ACT OF 2000 FUNDING ASSISTANCE IN THE AMOUNT OF \$24,000 FROM THE USDA FOREST SERVICE FOR THE EDUCATION AND PROMOTION OF BIRDS DURING STIKINE RIVER BIRDING FESTIVAL FOR 2018 – 2020.

WHEREAS, the Stikine River Birding Festival has been celebrating the annual bird migration for 21 years; and

WHEREAS, the Stikine River Birding Festival strives to educate the public as to the importance of birds and their habitat by providing educational birding activities and speakers; and

WHEREAS, the Festival is an opportunity to promote Wrangell as well as the numerous opportunities for viewing and learning about birds; and

WHEREAS, the Funding Assistance from the USDA Forest Service is intended to promote birding and help bring educational speakers to Wrangell for the Stikine River Birding Festival until 2020.

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

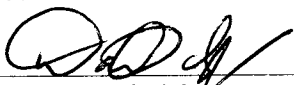
Section 1: The City and Borough of Wrangell hereby accepts the Secured Rural Schools and Community Self Determination Act of 2000 Funding Assistance for the purpose of bird education and the promotion of birds during the Stikine River Birding Festival.

Section 2: The FY 2018 Budget is amended to receive the \$24,000 in Secured School Funding and to be managed within the Transient Tax Fund revenue account number 28000.000.4590 through 2020.


Section 3: The FY 2018 Budget in the Transient Tax Fund is further amended by increasing the amount of authorized expenditures in the amount not to exceed \$8,000 from account 28000.000.7576 Promotions.

PASSED AND APPROVED BY THE WRANGELL ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 24th day of April, 2018.

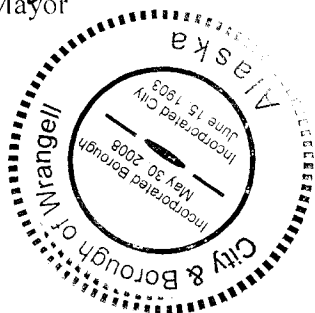
CITY AND BOROUGH OF WRANGELL, ALASKA



Dave L. Jack, Mayor

ATTEST: 

Kim Lane, MMC, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

Approval of a Professional Services Agreement to Shannon & Wilson, Inc. for Upper Dam Stabilization Alternative Analysis in the amount of \$58,744

<u>SUBMITTED BY:</u>
Amber Al-Haddad, Capital Facilities Director

<u>FISCAL NOTE:</u>	
Expenditure Required: \$58,744	
FY 21: \$58,744	
Amount Budgeted:	
FY20 \$65,000	
Account Number(s):	
72300-000-7900-00-72006	
Account Name(s):	
Upper Dam Stabilization Alternative Analysis Project	
Unencumbered Balance(s) (prior to expenditure):	
\$65,000	

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

ATTACHMENTS: 1. Shannon & Wilson's Proposal for Upper Dam Stabilization Alternative Analysis

RECOMMENDATION MOTION:

Move to approve a Professional Services Agreement to Shannon & Wilson, Inc. for the Upper Dam Stabilization Alternative Analysis in the amount of \$58,744.

SUMMARY STATEMENT:

Resolution No 09-20-1545 amended the FY21 budget approving funding for the FY21 capital budget, including a \$65,000 allocation for the Upper Dam Stabilization Alternatives Analysis.

The USACOE (Corps) 2006 study of the dams suggested that even though constructing a new dam was recommended, other alternatives should be given detailed consideration through development of a feasibility study. The Corps report also indicates that it is in the “federal interest” to pursue a feasibility-level study to determine the optimum alternative.

Wrangell Municipal Code, Chapter 5, Section 5.10.050 When competitive bidding or quotations are not required, includes Item E, which includes “Contractual services of a professional nature, such as legal, engineering, architectural, and medical services.”

In an effort to work toward “shovel-ready” status of this critical drinking water infrastructure need, we have reviewed the project scope with Shannon & Wilson, who specialize in dam engineering and who have been working with us on our dams for at least the last twenty years.

Shannon & Wilson submitted a cost for their professional services to develop a feasibility study and prepare alternatives for stabilization and repairs of the upper dam, to a status that is greater than minimum requirements according to Corps of Engineer (COE) dam guidelines. The two primary concerns identified with the upper dam are: 1) soft support soils, causing foundation instability; and 2) the deteriorating timber crib, causing internal instability. This alternatives analysis will be conducted to weigh various options and determine a preferred approach to both stabilizing and repairing the upper dam structure, at the same time.

Staff recommends approving a Professional Services Agreement in the amount of \$58,744 with Shannon & Wilson, Inc. for engineering design services for the Dam Stability Alternatives Analysis as a first step to advance the project for this critical infrastructure to a “shovel-ready” status.

December 11, 2020

City and Borough of Wrangell
PO Box 531
Wrangell, Alaska 99929

Ms. Amber Al-Haddad, Director of Public Works

**RE: PROPOSAL FOR UPPER DAM STABILIZATION ALTERNATIVES ANALYSIS,
WRANGELL, ALASKA;**

We are pleased to submit herein our proposed scope and fee for conducting an alternatives analysis for the City of Wrangell. We are currently conducting design services for a bypass waterline from the Upper Wrangell Dam to utility works below the Lower Wrangell Dam. We have also conducted stability evaluations of the Upper and Lower Dams, as have others including the US Army Corps of Engineers (USACE). The most recent stability analysis on the Upper Dam was conducted in the early 2000s and the findings suggest that the dam structure is stable statically, but may not meet established stability criteria under seismic and/or post seismic conditions. Further uncertainty of the stability of the Upper Dam is related to potential, but unverified deterioration of timber crib material that is known to be buried in the earthen structure. The purpose of this study is to evaluate alternatives for stabilization of the Upper Dam so that it meets stability criteria under static and seismic conditions and continues to provide reliable service to the City and Borough of Wrangell.

SCOPE OF SERVICES

In order to conduct our alternatives analysis, we will collect and review the available information from the project site. This information will include the prior stability studies that have been conducted at the site by Shannon & Wilson and others. We will also use recent survey data collected for the current bypass design project to support our evaluation. We assume that a site visit will not be needed for our analysis.

Our first step in conducting the alternatives analysis will be to review the prior stability analyses and update the analysis to meet current state of the practice standards. We will use similar analysis tools and procedures (two-dimensional, limit equilibrium, pseudostatic modelling)

Ms. Amber Al-Haddad
City of Wrangell
December 11, 2020
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SHANNON & WILSON, INC.

employed by prior studies to conduct the updated stability evaluation. Once the stability conditions are confirmed, we will work with you and our design team to develop conceptual alternatives for stabilization of the Upper Dam. Our estimate assumes that we will develop three conceptual approaches to stabilize the Upper Dam.

We have included CRW Engineers and Solstice Environmental to provide civil and permitting evaluation support for our comparative study, respectively. Civil services will include developing conceptual-level drawings of the alternatives that are evaluated and providing rough construction cost estimating for the alternatives. Permitting evaluation will be provided to estimate relative permitting effort required for comparing the alternatives. We will review the available information and present a draft report that includes the results of our review, advantages and disadvantages of each alternative, and approximate, planning-level design and construction costs of each alternative. We anticipate the need to conduct two teleconference meetings with you during this project. One after we have reviewed the available information and updated the stability analysis to discuss the project, collect your thoughts and learn of any limiting factors that we may need to consider, and discuss potential alternatives. Our second meeting will be conducted after submittal of our draft report to discuss results and get your feedback on our analysis. After receiving your comments, we will prepare a final report for submittal.

SCHEDULE

We anticipate that it will take approximately six weeks to update the stability analysis of the Upper Dam and develop thoughts regarding potential stabilization alternatives. We estimate that the remainder of our alternatives analysis and preparation of our draft report can be completed in approximately 12 weeks after our initial teleconference. We anticipate that our final report will be available approximately four weeks after receipt of your comments and our final teleconference meeting.

ESTIMATED COST AND FEE BASIS

We are prepared to undertake the work on a time and materials basis as outlined on the attached summary cost estimate. We will not exceed the maximum quoted value in our estimate without your prior approval. To clarify the nature of our work, we have also enclosed for your use *Important Information about your Geotechnical/Environmental Proposal*. The terms of our service are Shannon & Wilson's Standard Terms and Conditions. If you have any questions or

Ms. Amber Al-Haddad
City of Wrangell
December 11, 2020
Page 3 of 3

SHANNON & WILSON, INC.

comments or wish to revise the scope of our services, please contact the undersigned at (907) 433-3219. We look forward to the opportunity to continue to work with you on this project.

Sincerely,

SHANNON & WILSON, INC.



Digitally signed by Kyle Brennan,
P.E.
Date: 2020.12.11 17:29:30 -09'00'

Kyle Brennan, P.E.
Vice President

Encl: Cost Summary
Important Information About Your Geotechnical/Environmental Proposal
Standard General Terms and Conditions

SUMMARY COST ESTIMATE

UPPER WRANGELL DAM STABILIZATIONS ALTERNATIVES ANALYSIS

						<u>COST</u>
1. Data Review and Stability Evaluation						\$10,520
Principal	8	hr. @	\$235	per hr.	=	\$1,880
Senior Engineer III	20	hrs. @	\$170	per hr.	=	\$3,400
Engineering Staff IV	40	hrs. @	\$115	per hr.	=	\$4,600
Clerical	8	hrs. @	\$80	per hr.	=	\$640
2. Alternatives Analysis and Draft Reporting						\$40,530
Principal	20	hr. @	\$235	per hr.	=	\$4,700
Senior Engineer III	60	hrs. @	\$170	per hr.	=	\$10,200
Engineering Staff IV	80	hrs. @	\$115	per hr.	=	\$9,200
Clerical	8	hrs. @	\$80	per hr.	=	\$640
CRW (Civil Support)	1	@	\$14,065	each	=	\$14,065
Solstice Environmental (Permitting Eval. Support)	1	@	\$1,725	each	=	\$1,725
3. Final Reporting						\$7,694
Principal	4	hr. @	\$235	per hr.	=	\$940
Senior Engineer III	12	hrs. @	\$170	per hr.	=	\$2,040
Engineering Staff IV	20	hrs. @	\$115	per hr.	=	\$2,300
Clerical	2	hrs. @	\$80	per hr.	=	\$160
CRW (Civil Support)	1	@	\$1,679	each	=	\$1,679
Solstice Environmental (Permitting Eval. Support)	1	@	\$575	each	=	\$575
TOTAL:						\$58,744



Date: December 2020
 To: Amber Al-Haddad
 Re: Upper Wrangell Dam Stabilization Alternatives Analysis, Wrangell, Alaska

STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson’s scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client’s request (and for additional compensation, if not already included in Shannon & Wilson’s Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client’s name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson’s services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson’s scope of work, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson’s Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson’s scope of work is increased or decreased by Client, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson’s Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson’s compensation and schedule shall be equitably adjusted.

If Shannon & Wilson’s schedule is increased or decreased by Client, Shannon & Wilson’s compensation shall be equitably adjusted.

ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson’s standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson’s Proposal.

Unless Shannon & Wilson’s Proposal contains a fixed lump-sum price, Shannon & Wilson’s actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson’s Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson’s invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson’s invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson’s direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson’s premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT’S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR’S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson’s profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s).

Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is

progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance

period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport, store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or

property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

B. Professional Liability Limited to \$50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of \$50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to \$50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 10 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed,

and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.



Date: December 2020
To: Amber Al-Haddad

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design, which should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them, should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and when necessary, to recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

Approval of a Sole Source Procurement in Conformance with Section 5.10.050 (B) of the Wrangell Municipal Code from Recycle Systems for a Harris Badger Baler in the amount of \$347,600

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

<u>FISCAL NOTE:</u>	
Expenditure Required: \$347,600	
FY 21:	\$347,600
Amount Budgeted:	
FY21	\$0
Account Number(s):	
78300-000-7900-00-78001	
Account Name(s):	
Solid Waste Transfer Station Upgrades	
Unencumbered Balance(s) (prior to expenditure):	
\$535,888 (assumes Res No. 04-21-1576 is approved on April 13, 2021)	

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

ATTACHMENTS: 1. Recycle Systems LLC Harris Badger Baler Quote dated March 18, 2021; 2. Harris Equipment letter confirming Recycle Systems LLC as Authorized Harris Distributor, Alaska

RECOMMENDATION MOTION:
Move to approve a Sole Source Procurement in Conformance with Section 5.10.050 (B) of the Wrangell Municipal Code from Recycle Systems for a Harris Badger Baler in the amount of \$347,600.

SUMMARY STATEMENT:

A transition plan has been initiated for the Solid Waste Transfer Station Upgrades project. The Assembly will be holding a work session prior to the start of the April 13th meeting to receive a full briefing on the proposed upgrades.

The largest cost component of this project is the baler equipment. Following a comparison of baling and handling methods available, solid waste baling equipment has been identified for Wrangell's future baling operations. The recent planning effort reassessed baler equipment to confirm its track record for capacity, performance, service, and warranty.

Much consideration was also given to solid waste baling equipment used by other Alaska communities, including neighboring Petersburg, who uses the exact same make and model as the one that Wrangell has identified. Wrangell and Petersburg have historically lent a hand to one another when parts and equipment have been needed in emergent scenarios. By having the same equipment as our neighbor, we expect to realize benefits not only to parts sharing, if needed, but also combining efforts for training, service, and dealer representation visits to our region.

The Harris Badger Baler is the equipment identified to be the most advantageous baler equipment for the Borough, and staff recommend purchasing this baler for our future solid waste material baling needs.

Under Wrangell's procurement code, WMC Section 5.10.050, Section B., competitive bidding is not required when materials can be furnished only by a single dealer. As referenced by the attached letter from Scott Holder, Director of Sales at Harris, Recycle Systems LLC is the authorized Alaska dealer for Harris Equipment.

We seek approval to sole source the procurement of the Harris Badger Baler through Recycle Systems in the amount of \$347,600. Funding for this procurement is proposed to come from the Education, Health and Sanitation Sales Tax Fund. It will then be transferred to the Capital Budget.

This approval is made with the understanding that Resolution 04-21-1576 for a budget amendment, transferring project funding from the Sales Tax Fund: Education, Health and Sanitation to the CIP Capital Projects Fund for the Solid Waste Transfer Station Upgrades project, is approved on April 13, 2021.

March 18, 2021

Rev. 01

City and Borough of Wrangell
Attn: Amber Al-Haddad / Capital Facilities Director
P.O. Box 531
Wrangell, Alaska 99929

HARRIS BADGER L 50 S-2-10/8
Long Box Badger

Equipped as follows:

Structural

Box Opening	42"W x 85"L
Smart Knife	Yes
Hopper Opening	94" x 65"
Floor Liners	Hardox 450
Bale Dimensions	46"W x 31"H x 61"L
Shipping Weight	32.5 Tons
Combo Door	Included
Auto-Tier	Accent 470
1/2" Steel Plate for Floor Support	Yes

Hydraulics

Harris Cylinder	10" Diameter
Ejector Cylinder	8" Diameter
Valves	Poppet Valves
System Pressure	3500 lbs.
Hydraulic Lines	Radial Piping & 5000 PSI Hoses
Hydraulic Reservoir	400 Gallons
10 Micron Replacement Filters	Yes
Dry Cycle Time	24 Seconds
Ram Penetration	60% into Bale Chamber
Overall Platen Force/Main	137 Tons (239 - P.S.I.)
Overall Platen Force/Ejector	88 Tons (111 - P.S.I.)



March 18, 2021

City and Borough of Wrangell

Attn: Amber Al-Haddad / Capital Facilities Director
P.O.Box 531
Wrangell, Alaska 99929

Electrical

Main Motor Size	One 50 HP
Operator Interface Terminal	Yes
Reservoir Heater	Yes
Hour Meter	Yes
NEMA 12 Rated	Yes
Conveyor Controls	Yes
Y-Delta Starting	Yes
Modem	Yes

F.O.B. Alaska Marine Lines-Seattle \$347,600.00

Terms: 25% down with order, 70% at ready to ship, balance due 30 days after shipping.

*Customer responsible for electrical hookup, lifting equipment, any required permits and concrete baler pad.

Recycle Systems will supply 440 gallons of hydraulic oil, 1/2" steel plates for baler floor support and (1) 1700lb. stand of 11 gauge baling wire. (@ 5 ties per bale that's 400 to 450 bales) RS will install* the floor plates, baler and direct the start up and baler training.

The above is Harris's 2020 pricing. They have yet to have a price increase for 2021. It's my estimate that when it comes (which could be anytime) it could be in the range of 5% to 7% due to escalating steel pricing.

*Installation labor is at our standard rate. Recycle Systems is assuming that this is an equipment installation job and not a public works construction project, so no prevailing wage provision.

**The above quoted Harris Badger Model L 50 S-2-10/8 is the same model we installed for the City and Borough of Petersburg in October 2019. Which means you have a close by neighbor that uses the same parts and baling wire. Also, if you wanted to have one of our service techs do a planned maintenance visit you could coordinate a trip between both communities and share costs to save money.



April 2, 2021

To whom it may concern:

Reference: Recycle Systems LLC – Authorized Harris Distributor, AK

Recycle Systems LLC, located at 12828 Willows Rd, Kirkland, WA, 98034, is the exclusive Authorized Harris Equipment, Parts, and Service Dealer for the state of Alaska.

It is their responsibility to promote Harris Products, support Harris equipment users offering replacement OEM parts, services such as installation of new equipment, field service support, over the phone service support, and warranty issues.

Recycle Systems has a very long history of supplying exceptional customer service, during and after the sale.

If you have any questions or need any additional information, please contact me directly at 254-224-2717 or by email at scott.holder@harrisequip.com.

Sincerely,

Scott Holder
Director of Sales, Western Region
Harris



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

RESOLUTION No. 04-21-1578 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE SALES TAX FUND: SCHOOLS, HEALTH, AND SANITATION TRANSFERRING \$623,873 FROM THE SALES TAX FUND: SCHOOLS, HEALTH, AND SANITATION RESERVES TO THE CIP FUND FOR THE SOLID WASTE TRANSFER STATION UPGRADES PROJECT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$623,873		
FY 20:	FY 21: \$533,873	FY22:
Amount Budgeted:		
	\$90,000 (approved in FY21 operating budget)	
Account Number(s):		
	78300-000-7900-00-78001	
Account Name(s):		
	From: Sales Tax Education, Health, and Sanitation Fund to Solid Waste Transfer Station Upgrades CIP Fund	
Unencumbered Balance(s) (prior to expenditure):		
	\$1,061,606 (FY21 Beginning Reserve)	
	\$1,192,496 (FY21 Est. Ending Reserve)	

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 04-21-1578; 2. Project Cost Spreadsheet

RECOMMENDATION MOTION:
Move to approve Resolution No. 04-21-1578.

SUMMARY STATEMENT:

The Assembly will be participating in a work session prior to the April 13th regular meeting where a presentation regarding the baler project will be provided. Also on this agenda is action by the Assembly to approve the purchase of the baler. Approval of this resolution will be necessary to facilitate that purchase.

Resolution No. 01-21-1558 dated January 12, 2021 established the priority capital projects for submission to the State of Alaska for consideration under the designated legislative grants program (CAPSIS), and priority project number four was the Solid Waste Transfer Station Upgrades project.

B-Town Consulting, a solid waste consultant, was hired to assist with the transition plan, including equipment alternatives, review of equipment specifications and handling and loading equipment compatibility, developing operational procedures, bale storage, handling and loading, nuisance control, necessary building modifications, and operational transitioning effects on staffing levels. With this effort, staff were able to develop a total project cost estimate for upgrading the Solid Waste Transfer Station to accommodate the transition from open-top waste disposal to baled waste disposal. A total projected project budget, including a 5% contingency, has been developed in the amount of \$623,873 with a breakdown as follows:

Equipment (baler, forklift, loading ramp, bale scale, Vehicle scale integration)	\$503,123
Engineering/Professional Services	\$ 34,650
Building Infrastructure Modifications	\$ 78,750
Equipment Rental (for off-loading in Wrangell)	\$ 7,350

A copy of the detailed project cost estimate is attached for review by the Assembly.

The FY21 Budget included \$90,000 under the Sales Tax Education, Health, Sanitation Fund for the solid waste baler project. The Borough expended \$20,000 of that hiring the solid waste consultant to review current operations and facilities and develop the transition plan. The \$623,873 includes the original \$90,000 budgeted amount and the additional funding of \$533,873. The attached Resolution 04-21-1576 transfers the entire amount needed for the project to the CIP Fund and authorizes its expenditure.

As of December 31, 2020 the Sanitation Enterprise Fund had a reserve balance of \$271,943. The projected FY21 fiscal year end reserve balance is budgeted to be \$261,043. That total is considerably less than is needed to complete is this project. The Sales Tax Education, Health and Sanitation Fund had a FY21 beginning balance of \$1,061,606. The FY21 fiscal year end reserve balance is estimated to be \$1,192,496.

Administration will work with the auditors and seek accounting assistance regarding how to structure this “loan” to the sanitation fund and how it is repaid.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-21-1578

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2021 BUDGET IN THE SALES TAX EDUCATION, HEALTH AND SANITATION FUND TRANSFERRING \$623,873 FROM THE SALES TAX EDUCATION, HEALTH, AND SANITATION FUND RESERVES TO THE CAPITAL PROJECT FUND FOR THE SOLID WASTE TRANSFER STATION UPGRADES PROJECT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, Resolution No. 01-21-1558 dated January 12, 2021 established the priority capital projects for submission to the State of Alaska for consideration under the designated legislative grants program (CAPSIS), and priority project number four was the Solid Waste Transfer Station Upgrades project; and

WHEREAS, through a planning effort for transitioning to solid waste baling operations, a total project budget in the amount of \$623,873 was identified for the Solid Waste Transfer Station Upgrades project; and

WHEREAS, under the FY21 operating budget, funding in the amount of \$90,000 was approved for transfer from the Sales Tax Education, Health, and Sanitation Fund Reserves for the Solid Waste Transfer Station Upgrades Project in the FY21 Budget Capital Project Fund; and

WHEREAS, additional funding in the amount \$533,873 is required for transfer from the Sales Tax Education, Health, and Sanitation Fund Reserves for the Solid Waste Transfer Station Upgrades Project in the FY21 Budget Capital Project Fund.

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

Section 1: The FY 2021 Budget in the Sales Tax Education, Health, and Sanitation Fund Reserves is amended to reflect a transfer of funds, in the amount of \$90,000, to the Capital Project Fund Solid Waste Transfer Station Upgrades Project and authorize its expenditure.

Section 2: The FY 2021 Budget in the Sales Tax Education, Health, and Sanitation Fund Reserves is amended to transfer funds, in the amount of \$533,873 to the Capital Project Fund Solid Waste Transfer Station Upgrades Project and authorize its expenditure.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF APRIL, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

4/2/2021

City and Borough of Wrangell
 Solid Waste Transfer Station Upgrades (Baler Project) Cost Estimate

		Equipment	Engineering	Building Infrastructure	Equipment Rental
B-Town Consulting	\$ 22,000.00		\$ 22,000.00		
Baler Equipment	\$ 347,600.00	\$ 347,600.00			
- includes Hydraulic Oil					
- includes Steel Skid Plates					
Baler Spare Parts + freight	\$ 3,255.00	\$ 3,255.00			
Tie Wire spare Parts + freight	\$ 6,810.00	\$ 6,810.00			
Baler Freight	\$ 10,000.00	\$ 10,000.00			
3 Phase power to building	\$ 18,000.00			\$ 18,000.00	
Electrical design	\$ 8,000.00		\$ 8,000.00		
Secondary Power and New Service Panel	\$ 12,000.00			\$ 12,000.00	
Fire Alarm System for notification	\$ 15,000.00			\$ 15,000.00	
Structural engineering review of concrete floor / provide anchor detail	\$ 3,000.00		\$ 3,000.00		
Forklift	\$ 20,000.00	\$ 20,000.00			
Forklift freight	\$ 1,800.00	\$ 1,800.00			
Portable loading ramp	\$ 18,000.00	\$ 18,000.00			
Loading ramp freight	\$ 3,000.00	\$ 3,000.00			
Platform Scale	\$ 4,000.00	\$ 4,000.00			
Vehicle Scale Upgrades	\$ 55,000.00	\$ 55,000.00			
- Software/Hardware Integration					
- Traffic control hardware: stop lights					
- (2) Kiosk stations: code reader, ticket printer, and break-away arm					
- Installation	\$ 5,000.00	\$ 5,000.00			
Signage	\$ 1,200.00	\$ 1,200.00			
Compressor / Hose / Nozzles / Reel	\$ 3,500.00	\$ 3,500.00			
Crane rental to offload equipment upon arrival	\$ 3,500.00				\$ 3,500.00
Equipment rental to move equipment into building (min 10K lb. capacity)	\$ 3,500.00				\$ 3,500.00
Bathroom Expansion	\$ 30,000.00			\$ 30,000.00	
Project Subtotal	\$ 594,165.00	\$ 479,165.00	\$ 33,000.00	\$ 75,000.00	\$ 7,000.00
Project Contingency (5%)	\$ 29,708.25	\$ 23,958.25	\$ 1,650.00	\$ 3,750.00	\$ 350.00
Project Total with Contingency	\$ 623,873.25	\$ 503,123.25	\$ 34,650.00	\$ 78,750.00	\$ 7,350.00
Funding Received to Date	\$ (90,000.00)				
Balance of Project Funding Needed	\$ 533,873.25				

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 13, 2021
	<u>Agenda Section</u>	13

Approval of Amendment No. 1 to the Professional Services Agreement with R&M Engineering-Ketchikan in the amount of \$35,300 for the Water Mains Replacement project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$35,300		
FY 20: \$	FY 21: \$35,300	FY22: \$
Amount Budgeted:		
FY21 \$77,805		
Account Number(s):		
72300-000-7900-72003		
Account Name(s):		
CIP Fund: Water Mains Replacement		
Unencumbered Balance(s) (prior to expenditure):		
\$617,489.99		

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. R&M Engineering April 2, 2021 proposal for Additional Inspection Work for Water Mains Replacement; 2. Change Order Log for Water Mains Replacement project

RECOMMENDATION MOTION:
Move to Approve Amendment No. 1 to the Professional Services Agreement with R&M Engineering-Ketchikan in the amount of \$35,300 for the Water Mains Replacement Project.

SUMMARY STATEMENT:

Proposed Amendment No. 1 to the PSA between R&M and the Borough is for the purpose of adding on-site inspection services for the Water Mains Replacement project.

Often, we exclude construction administration and/or construction inspection services from our initial engineering contracts until the design is complete. Until that time, we cannot be sure what level of outside inspection will be needed. Design is now complete for the project and we have the contractor's schedule, which has been reviewed with all parties.

Construction administration and inspection services costs have always been included in the overall project budget, which projected the cost for these services at a level of approximately \$77,000.

R&M Engineering-Ketchikan is the engineer of record on the Water Mains Replacement Project and their contract currently includes limited inspection services with their construction administration work. We have asked for a higher level of on-site inspection from R&M to supplement Borough staff time available to inspect the construction activities. The inspection services requested are not for a full time inspector, but rather for half time, daily construction inspection.

This additional inspection services portion of the PSA will be performed on a time and materials basis with a not to exceed price of \$35,300. Staff recommend approving Amendment No. 1 to the PSA with R&M Engineering with funding to come from the DEC grant and loan funding for this project.

An update to the Change Order Log is included as an attachment.



R&M ENGINEERING-KETCHIKAN, INC.
ENGINEERS ARCHITECTS SURVEYORS

7180 REVILLA ROAD, SUITE 300, KETCHIKAN, ALASKA 99901
PHONE: 907-225-7917 FAX: 907-225-3441 www.ketchikanengineer.com

April 2, 2021

Amber Al-Hadad
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Re: Wrangell Water Mains Replacement, Additional Inspection Work

Dear Amber:

Per our discussion today, the City would like to program Mike Howell to spend more time on site closely inspecting the work by Ketchikan Ready Mix. This work would supplement the four trips budgeted in the current inspection contract. We suggest performing this work on a time and materials basis at a maximum of 4 hours on on-site inspection per day or an average of 20 hours per week. Mike would work the inspection into his normal Wrangell survey and design activities with the intent to limit the trips to Wrangell specifically to perform inspection work. Travel time and expenses would be shared with other upcoming projects. The work would occur over 13 weeks in accordance with the Ketchikan Ready Mix approved construction schedule for a total of 260 additional inspection hours. We suggest a budget amount of \$35,300 in accordance with the attached fee estimate.

Very truly yours,

R&M ENGINEERING-KETCHIKAN, INC.

Trevor Sande, P.E., President

Project: Wrangell Water Line Design - Contract Administration
 R&M Engineering Project # _____

Task Order: _____

	Principal Civil Engineer	Civil Engineer Level 4	Civil Engineer Level 2	Sr. Drafter	Sr. Inspector	Registered Land Surveyor-Review	2 MAN SURVEY	Survey Technician / Field Solo	Field Survey OT	Total Cost Per Task
Hourly Rate	\$170.00	\$150.00	\$130.00	\$120.00	\$130.00	\$130.00	\$200.00	\$120.00	\$140.00	

CONSTRUCTION ADMINISTRATION PHASE										
Construction Observations w/ Field Reports					260					\$33,800.00
Total Hours Per Personnel	0	0	0	0	260	0	0	0	0	\$33,800
Total Cost Per Personnel	\$0	\$0	\$0	\$0	\$33,800	\$0	\$0	\$0	\$0	

Non Labor Hour Expenses	Rate	Quantity or People	Days	Nights	Amount
Transportation to/from Wrangell (shared cost)	\$150.00	10			\$1,500.00
Excavator Rental for Test Holes	\$2,000.00	0			\$0.00
Survey Equipment	\$300.00	0			\$0.00
Per Diem	\$55.00	0			\$0.00
Lodging	\$225.00	0			\$0.00

Total Labor Cost	\$33,800.00
Total Non Labor Hour Expenses	\$1,500.00
Total Estimate	\$35,300.00

4/5/2021

CHANGE ORDER REPORT - WATER MAINS REPLACEMENT PROJECT

Engineer: R&M Engineering-Ketchikan, Inc.

Contractor: Ketchikan Ready Mix & Quarry, Inc.

Project Funding Available

	AMOUNT
ADEC Loan #917051	\$ 542,249.00
ADEC Matching Grant #91722	\$ 696,415.00
TOTAL PROJECT FUNDING	\$ 1,238,664.00

Engineering Contract

Original Contract	Engineering Design and Contract Administration Services	\$ 62,400.00
Proposed Amendment No. 1	Construction Administration and Inspection Services	\$ 35,300.00
	TOTAL ENGINEERING SERVICES CONTACT	\$ 97,700.00

Construction Contract

		AMOUNT
Original Contract	Water Main Distribution Pipes Replacement (Spring St., Grave St., 5th Ave., Utility Easement along Salvation Army from Zimovia Hwy to Case Ave.)	\$ 538,824.00
Change Order #1	Contract sum to increase compensation to the Contractor for material costs complying with the project loan requirements for American Iron & Steel products, as applicable. Details of Change Order No. 1 attached. Change Order No. 1 falls within the Borough Manager's spending authority and is currently being executed. Change Order No. 1, Percentage of Original Contract = 3.7%	\$ 19,950.01
	TOTAL CONSTRUCTION CONTRACT AMOUNT	\$ 558,774.01