



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

Tuesday, January 24, 2023

Location: Borough Assembly Chambers

Work Session from 6 – 7 PM / Regular Assembly Meeting at 7 PM

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

- a. Public Safety Building and Old Wrangell Medical Center Discussion

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Brittani Robbins.
b. CEREMONIAL MATTERS - None.

2. ROLL CALL

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

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

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

- a. RESOLUTION No. 01-23-1739** A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN A U.S. DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM AND COMMITMENT OF FUNDS FOR PROJECT COST OVERRUN OR PROJECT COSTS EXCEEDING \$25 MILLION DOLLARS
- b.** Minutes from the January 10, 2023 Regular Assembly Meeting
- c. CORRESPONDENCE:** 2022 Wrangell Police Statistics
- d. CORRESPONDENCE:** Minutes from the November 11, 2022 Regular School Board Meeting

7. BOROUGH MANAGER'S REPORT

- a. Borough Managers Report
b. Finance Director's Report (verbal)

8. BOROUGH CLERK'S REPORT

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

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- [a.](#) Investment Committee Vacancy Appointment

11. PUBLIC HEARING

- [a.](#) **ORDINANCE No. 1034** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 8.02.010 IN CHAPTER 8.02, ADMISSION RATES FOR THE MUSEUM/CIVIC CENTER AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE RATES TO THE ESTABLISHED FEE AND RATE SCHEDULE
- [b.](#) **RESOLUTION No. 01-23-1747** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE FEE AND RATE SCHEDULE FOR THE MUSEUM/CIVIC CENTER
- [c.](#) Approval to move forward with the Sale of City-Owned Filled Tidelands, Lot 15, Block 1-A, ATS 83, currently leased by James D. Leslie, requested by James D. Leslie

12. UNFINISHED BUSINESS

- [a.](#) Provide the Borough Manager the authority to negotiate and approve a short term lease of 3 months with a month to month lease thereafter with Channel Construction for 2 acres at the 6 mile property to be used as a transfer and storage facility of scrap metal

13. NEW BUSINESS

- [a.](#) **ORDINANCE No. 1035** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 5.10, PURCHASES AND SALES, OF THE WRANGELL MUNICIPAL CODE
- [b.](#) **RESOLUTION No. 01-23-1752** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE GENERAL FUND TRANSFERRING \$30,000 FROM THE GENERAL FUND RESERVES TO THE PARKS & RECREATION DEPARTMENT CIP FUND FOR THE POOL REPAIR PROJECT AND AUTHORIZING ITS EXPENDITURES
- [c.](#) Approval of a Professional Services Agreement with R&M Engineering-Ketchikan, Inc. in the Amount of \$109,616 for the Alder Top Village Subdivision Road & Utilities Design Project
- [d.](#) Approval for Staff to proceed with the Property Tax Foreclosures for the tax years 2017 to 2022 per Wrangell Municipal Code 05.04.370

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

15. EXECUTIVE SESSION

16. ADJOURNMENT

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	6

RESOLUTION No. 01-23-1739 A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN A U.S. DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM AND COMMITMENT OF FUNDS FOR PROJECT COST OVERRUN OR PROJECT COSTS EXCEEDING \$25 MILLION DOLLARS

SUBMITTED BY:

Carol Rushmore, Economic Development
Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 21: \$	FY 22: \$	FY23: \$
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Amount Budgeted:

	FY22 \$XXX
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Account Number(s):

	XXXXX XXX XXXX
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Account Name(s):

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. RES 01-23-xxxx

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

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to Approve Resolution No. 01-23-1739.

SUMMARY STATEMENT:

The Wrangell Harbor Basin Replacement project is priority 11 on the CIP list that was approved by the Assembly in December of 2022 by Resolution 12-22-1733. Staff will be applying the end of February 2023 for a U. S. Department of Transportation, Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. The grant request will be for a capital improvement request that will include engineering design, survey, permitting and construction for Reliance Float, Inner Harbor, Fish and Game Float and the Airplane Pullout. The maximum grant amount provided by RAISE is \$25 million. For communities like Wrangell located in Rural areas, there is no match required.

Last year, we applied for a planning grant for the engineering design for the Wrangell Harbor Basin replacement in order to determine the actual cost of construction. The estimated cost for construction as determined by staff based on unit costs provided by engineers was over \$26 million. In order to apply for the capital grant, the Borough Assembly must commit any funds over the budgeted grant request in the application and/or anything over \$25 million. The actual costs to reconstruct the Wrangell Harbor Basin will be determined as part of the engineering design phase of the capital improvement grant request. Staff is still determining the budget of the grant request and will modify what floats are part of the application in order to keep the request below \$25 million. However, if engineering design is larger than the staff estimate, the attached Resolution commits the excess funds to come from Harbor Reserves and/or General Revenue Bond.

We scored high on the application for engineering design in 2022 but were not selected due to the lack of data metrics for certain merit criteria. We are having a Benefit Cost Analysis completed by Rain Coast Data, a requirement for all capital construction grant request projects to provide the necessary metrics for justifying the merit criteria. Staff is still working on the estimated cost for the reconstruction based on inflation and updated unit costs for the RAISE grant 2023. However, if engineering design is larger than the staff estimate, the attached Resolution commits the excess funds to come from Harbor Reserves and/or General Revenue Bond.

CITY AND BOROUGH OF
WRANGELL

Item a.

RESOLUTION No.01-23-1739

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN A U.S. DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM AND COMMITMENT OF FUNDS FOR PROJECT COST OVERRUN OR PROJECT COSTS EXCEEDING \$25 MILLION DOLLARS

WHEREAS, the Assembly of the City and Borough of Wrangell is pursuing an application for the replacement construction of the Wrangell Harbor Basin facilities from the U.S. Department of Transportation- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant, and

WHEREAS, the Wrangell Harbor Basin Replacement is listed as Priority 11 on the Capital Improvement list per Resolution 12-22-1733, and

WHEREAS, the condition of the float systems comprising the Wrangell Harbor Basin are in a state of disrepair creating major safety and operational issues for the Borough and Harbor users, as well as negatively impacting the local marine environment, and

WHEREAS, the community relies on the Wrangell Harbor Basin for economic growth, primary transportation links, movement of freight, and contribution to the local quality of life, and

WHEREAS, the Reconstruction of the Wrangell Harbor Basin project will include the engineering design, surveying, permitting and construction estimated to be just under \$25 million, and

WHEREAS, the RAISE grant program maximum funding amount is \$25 million, and

WHEREAS, the RAISE grant program will waive the 20% match requirement for communities, like the City and Borough of Wrangell, that are designated Rural; and

WHEREAS, the City and Borough of Wrangell will commit funds from the Harbor Reserve and/or a General Revenue Bond for any project cost overruns above the amount applied for and received in RAISE 2023 and over the \$25 million maximum award amount, and

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

SECTION 1: The Assembly hereby authorizes the Borough Manager to execute any and all documents necessary for applying for funds from the RAISE 2023 program on behalf of this organization.

SECTION 2: The Assembly hereby authorizes the commitment of funds from the Harbor Reserve and/or a General Revenue Bond for any project cost overruns above the amount applied for and received in RAISE 2023 and over the \$25 million maximum award amount.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF
WRANGELL, ALASKA THIS 24th DAY OF JANUARY 2023.

Item a.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Regular Assembly Meeting
Held on January 10, 2023**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 7:00 p.m., January 10, 2023, in the Borough Assembly Chambers. Assembly Member Howe led the pledge of allegiance, and the roll was called.

PRESENT - ROBBINS, DALRYMPLE, GILBERT, HOWE, DEBORD, POWELL, MORRISON

ABSENT -

Borough Manager Jeff Good and Clerk Lane were also present.

PERSONS TO BE HEARD

- a. **CORRESPONDENCE: Letter from Kurt and Trina, Treasure Hunter Lodge** regarding Wolves
- b. **Representative Dan Ortiz** gave a report on the upcoming Legislative Session and the focus on the declining oil infrastructure; PFD; infrastructure development. Focus also on public education and essential services; spoke about some of the issues on taxes; adequately funding schools; being competitive on salaries for educators. Governor submitted a preliminary budget; increased the PFD but did not have any Community Revenue Sharing, which is important to Wrangell.

Mayor Gilbert honored both Ethan Blatchley and Randy Churchill III for earning State Titles for the Wrangell Wrestling Team.

Regular Meeting recessed at 7:27 pm

Regular Meeting reconvened at 7:30 pm

AMENDMENTS TO THE AGENDA

Powell requested that Item 13d (Resolution No. 01-23-1747) be removed from the Agenda, stating that it wasn't ready and needs more work. There were no objections from the Assembly.

CONFLICT OF INTEREST - None.

CONSENT AGENDA

6a Minutes from the December 20, 2022 Regular Assembly Meeting

6b RESOLUTION No. 01-23-1748 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE RECREATION COORDINATOR JOB DESCRIPTION AND AMENDING THE HOURLY-NON-EXEMPT WAGE AND GRADE TABLE

6c RESOLUTION No. 01-23-1749 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARKS AND RECREATION DIRECTOR JOB DESCRIPTION

6d CORRESPONDENCE: Minutes from the December 19, 2022 Regular School Board Meeting

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

BOROUGH MANAGER'S REPORT

Manager Good's report was given.

The Economic Development Director provided a report.

The Capital Facilities Director provided an Infrastructure Report.

The Finance Director provided a Financial Report.

BOROUGH CLERK'S REPORT

Clerk Lane's report was given.

MAYOR AND ASSEMBLY BUSINESS

Powell stated that he was able to use the dog baggies when he was out and about this weekend and encouraged others to use the doggie bags.

MAYOR AND ASSEMBLY APPOINTMENTS - None.

PUBLIC HEARING - None.

UNFINISHED BUSINESS

12a RESOLUTION No. 12-22-1734 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE MARKETING AND COMMUNITY DEVELOPMENT COORDINATOR JOB DESCRIPTION WITHIN THE ECONOMIC DEVELOPMENT DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE *(Postponed from the December 20, 2022 Regular Assembly meeting)*

M/S: Howe/Morrison to approve Resolution No. 12-22-1734. Motion approved unanimously by polled vote.

12b RESOLUTION No. 12-22-1735 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2023 BUDGET BY APPROPRIATING \$44,592 FROM GENERAL FUND UNRESTRICTED FUND BALANCE AND AUTHORIZING ITS EXPENDITURE THROUGH MULTIPLE ACCOUNTS FOR THE PURPOSE OF HIRING AND RETAINING A MARKETING AND COMMUNITY DEVELOPMENT COORDINATOR IN THE ECONOMIC DEVELOPMENT DEPARTMENT *(Postponed from the December 20, 2022 Regular Assembly meeting)*

M/S: Morrison/Howe to approve Resolution No. 12-22-1735. Motion approved unanimously by polled vote.

NEW BUSINESS

13a ORDINANCE No. 1034 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 8.02.010 IN CHAPTER 8.02, ADMISSION RATES FOR THE MUSEUM/CIVIC CENTER AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE RATES TO THE ESTABLISHED FEE AND RATE SCHEDULE

M/S: Powell/Morrison to approve first reading of Ordinance No. 1034 and move to a second reading with a Public Hearing to be held on January 24, 2023. Motion approved unanimously by polled vote.

13b RESOLUTION No. 12-22-1744 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE NEW PERMANENT JOB DESCRIPTION OF THE CONSTRUCTION & FACILITIES MANAGER AND AMENDING THE PERMANENT, SALARIED (EXEMPT) EMPLOYEE PAY PLAN

M/S: Morrison/Powell to approve Resolution No. 01-23-1744. Motion approved unanimously by polled vote.

13c RESOLUTION No. 01-23-1745 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2023 BUDGET BY APPROPRIATING \$52,404 FROM GENERAL FUND UNRESTRICTED FUND BALANCE AND AUTHORIZING ITS EXPENDITURE THROUGH THE CAPITAL FACILITIES OPERATING BUDGET FOR THE PURPOSE OF HIRING AND RETAINING A CONSTRUCTION & FACILITIES MANAGER

M/S: Howe/Powell to approve Resolution No. 01-23-1745. Motion approved unanimously by polled vote.

~~13d RESOLUTION No. 01-23-1747 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING THE JOB DESCRIPTION OF THE RECREATION FACILITY MAINTENANCE SPECIALIST AND AMENDING THE UNION WAGE & GRADE TABLE (removed under Amendments to the Agenda)~~

13e RESOLUTION No 01-23-1746 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A GRANT IN THE AMOUNT OF \$250,000 FROM THE DENALI COMMISSION FOR THE SOLID WASTE TRANSFER STATION LOADING DOCK PROJECT

M/S: Powell/Robbins to approve Resolution No. 01-23-1746. Motion approved unanimously by polled vote.

13f RESOLUTION No. 01-23-1750 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN THE STATE OF ALASKA COMMUNITY TRANSPORTATION PROGRAM

M/S: Powell/Morrison to approve Resolution No. 01-23-1750. Motion approved unanimously by polled vote.

13g RESOLUTION No. 01-23-1751 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN THE STATE OF ALASKA TRANSPORTATION ALTERNATIVES PROGRAM

M/S: Howe/Morrison to approve Resolution No. 01-23-1751. Motion approved unanimously by polled vote.

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

EXECUTIVE SESSION – None.

Regular Assembly meeting adjourned at 9:04 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



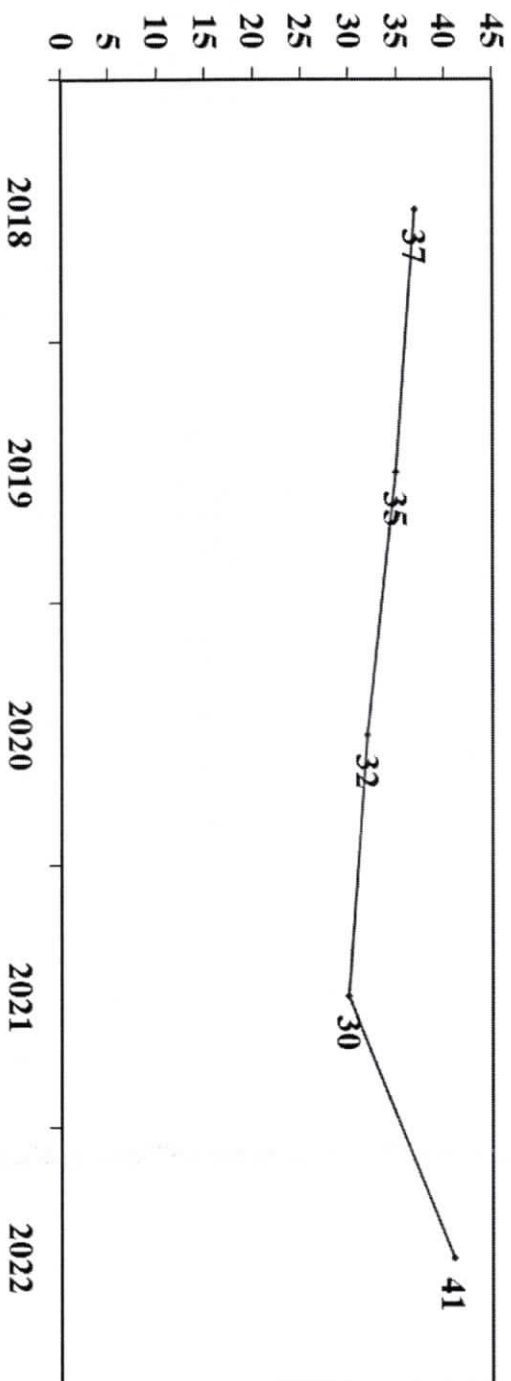
2022 Police Statistics



Year End 2022 Stats			
ALCOHOL OFFENSES		ANIMAL VIOLATIONS	
Citizen Report DWI	6	Animal Citations	8
DWI	15	Bear Complaints	1
Contributing to Delinquency of Minor		Bird Complaints	1
Furnishing Alcohol to Minor		Cat Complaints	2
Intoxicated Person	19	Cruelty to Animals	
Minor on Licensed Premises		Dog Complaints	70
MIPC	1	Dog Bites	3
Refuse Chemical Test		Other Animal Complaints	13
CRIMES AGAINST PERSON		CITY OFFENSES	
Assault non-family-strong-arm		Curfew Violation	2
Assault 1		Fireworks Prohibited	7
Assault 2		Littering	1
Assault 3	2	Truancy	
Assault 4	3		
Assault with Weapon		MISCELLANEOUS OFFENSES	
Child In Need			
Indecent Exposure		Conditions of Release Violation	12
Misconduct Involving Weapons		DVO Violation	3
Sexual Abuse of Minor	2	MISC 3	
Sexual Assault		MISC 4	
Sexual Harassment		MISC 6	
Suicide Threat	5	Minor with Tobacco	
Stalking	5	Probation Revocation	
		Probation Violation	2
CRIMES AGAINST PROPERTY		Restraining Order Violation	
		SOR Violation	
Arson			
Attempted Theft		OFFENSES AGAINST PUBLIC ORDER	
Burglary	2		
Criminal Trespass	19	Discharge Firearms	
Forgery	1	Disturbance	38
Fraud	3	Disorderly Conduct	10
Larceny from Business		Domestic Disturbance	11
Larceny from Others	22	Failure to Obey Police Officer	6
Larceny from Residence	2	Fight	2
Malicious Mischief	15	Harassment	19
Malicious Mischief Business		Interfering with Arrest	
Malicious Mischief Private Property		Interfering with Report of Crime	
Theft of Services		Loitering	
Theft from Watercraft		Peeping Tom	
Vehicle Theft		Report of Gunshots	6
		Resisting Arrest	
		Soliciting	
		Vagrancy	

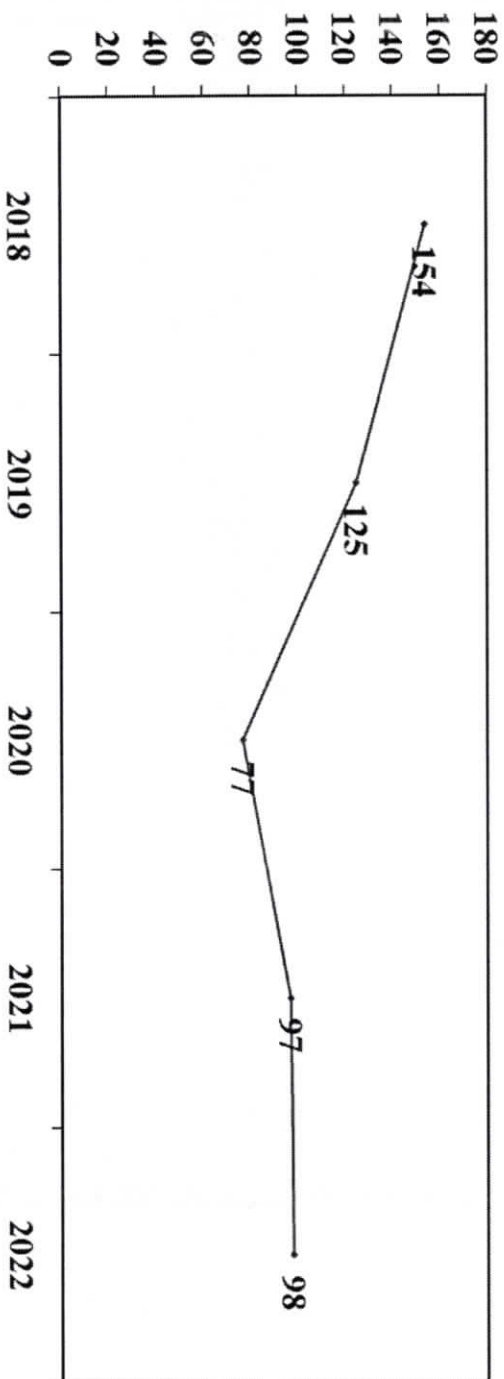
Year End 2022 Stats Page 2			
TRAFFIC OFFENSES			
Abandoned Vehicle	14	Funeral Escort	
Citation Equipment/Registration	42	Health & Safety	11
Citation License Violations	9	Illegal Entry	
Citation Parking	5	Inmate Booking	49
Citation Speeding	3	Inmate Incident	
Complaint ATV	7	Juvenile Contacts	1
Complaint Parking	46	Lost Property	3
Complaint Reckless Driving	7	Miscellaneous Paper Service	8
Complaint Speeding	3	Missing Person	
Failure to Yield to Pedestrian	2	911 Wrong Number/No One There	43
Failure to Yield to School Bus	1	NFS Checks	
Hit & Run	3	Order to Show Cause	
Traffic Accident/Fatal		Officer Injury	
Traffic Accident/Injury	1	Oversized Load Permit	
Traffic Accident/No Injury	22	Prisoner Transport	
Traffic Accident/Property Damage	1	Possible Fugitive	
Traffic Hazard	5	Probation Referral (juvenile)	
Unauthorized Use of Vehicle		Prowler Report	
Vehicle Impound		Reckless Endangerment	
Verbal Warning	160	Recovered Firearm	
		Runaway	
MISCELLANEOUS ENTRIES			
		Search Warrant	
		Security Check	2
Agency Assist	529	SOR Registration	
Arrest Warrant (other Agency's)		Shoplifting	
Background Check		Subpoena Service	97
Bench Warrant (our Agency)	3	Summons Service	19
Brady Law		Suspicious Circumstance	27
Burglar Alarm		Stolen Property	
Citizen Assist	88	Title 47	6
Civil Matter	51	Unattended Death	1
Controlled Burn		Unsecured Premises	1
Courtesy Transport	7	Vacation Check	4
Dance Permit	1	Watercraft Accident	
Death Investigation	2	Welfare Check	34
Death Notification	1		
DMV Items Issued	93469.50	1926	UCR INFO
DVO Service	15		
Drug Information		Physical Arrests	37
Drug Interdiction		Theft \$ Amount	7450.00
86'd Letter	9	Vehicle Theft \$ Amount	
EDP	16		
Extra Patrol		JUVENILE INFO	
Fire	1	Arrests	
Found Property	41	Contacts	
		Crime	
		Traffic Stops or Citations	

Five Year Comparison 2018-2022 Alcohol Offenses

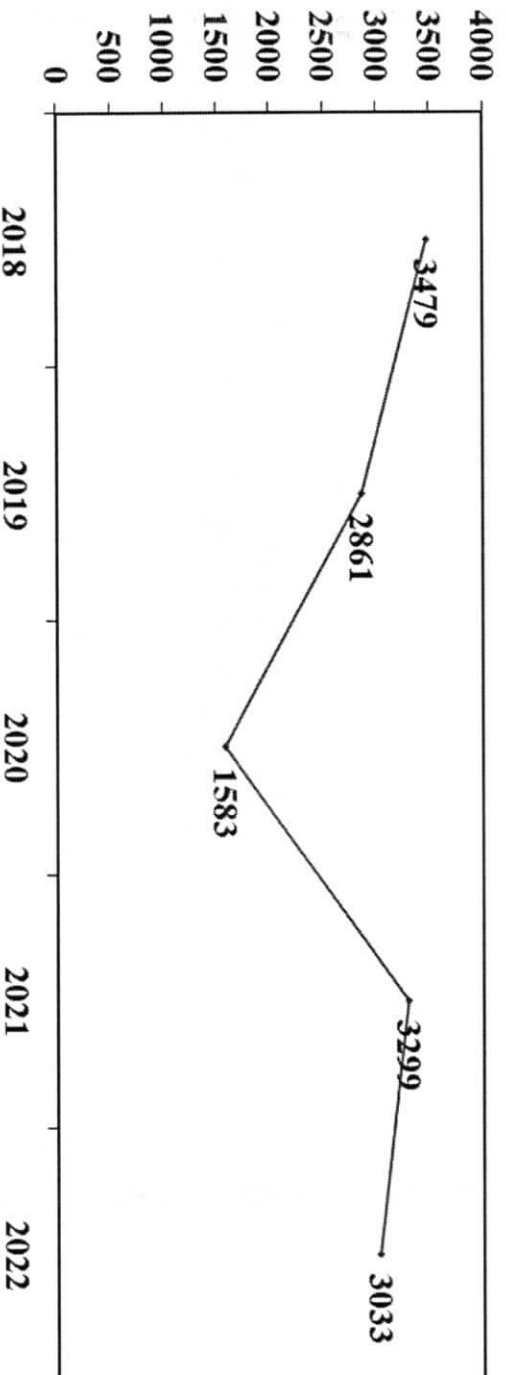


Five Year Comparison 2018-2022

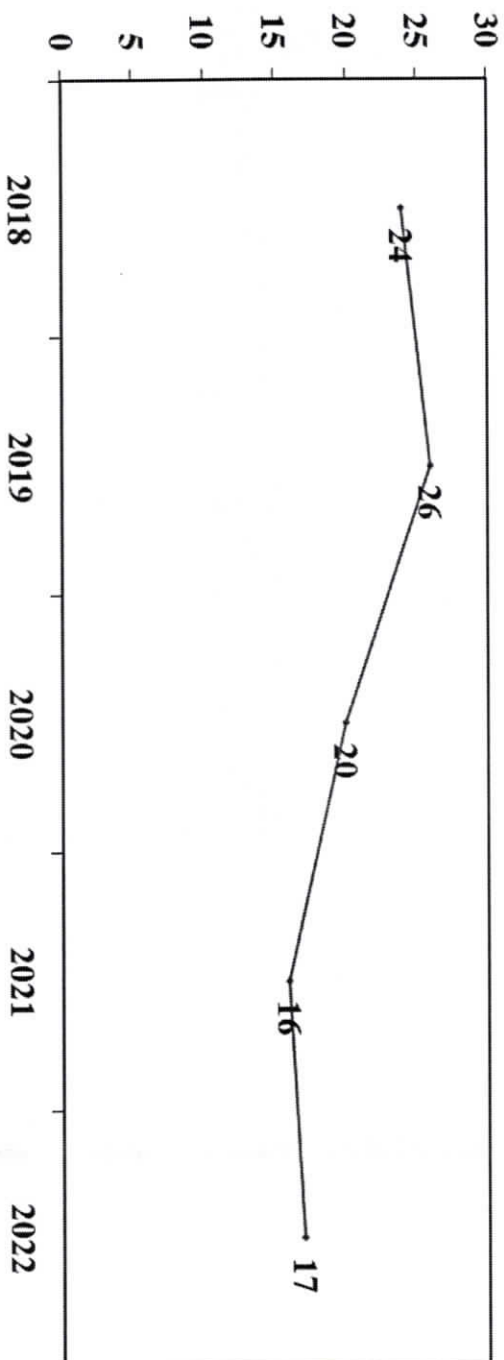
Animals



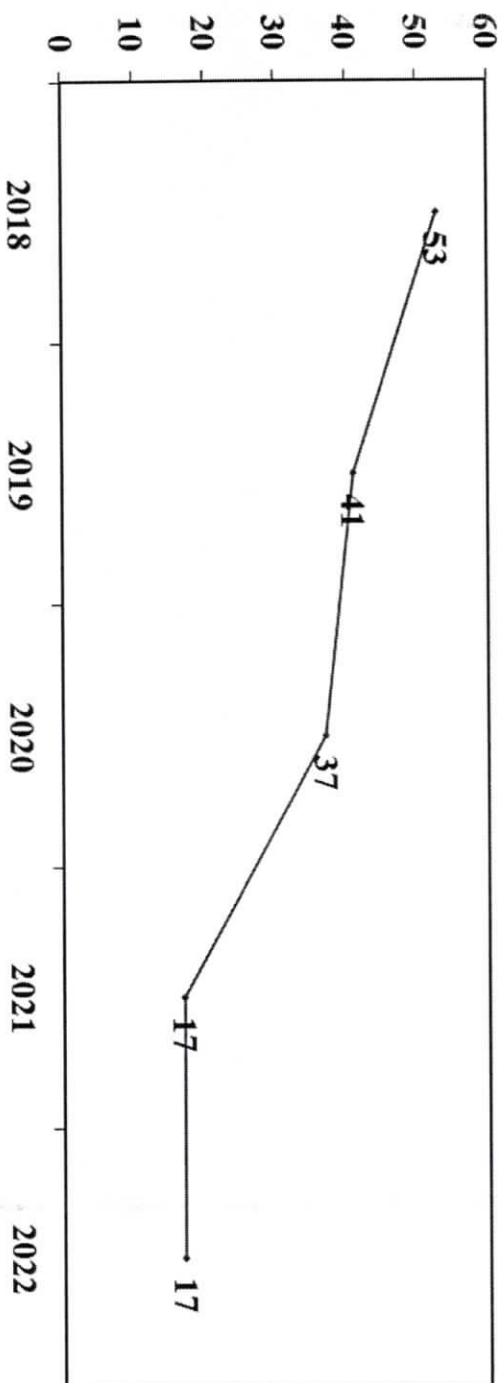
Five Year Comparison 2018-2022 Miscellaneous Activity



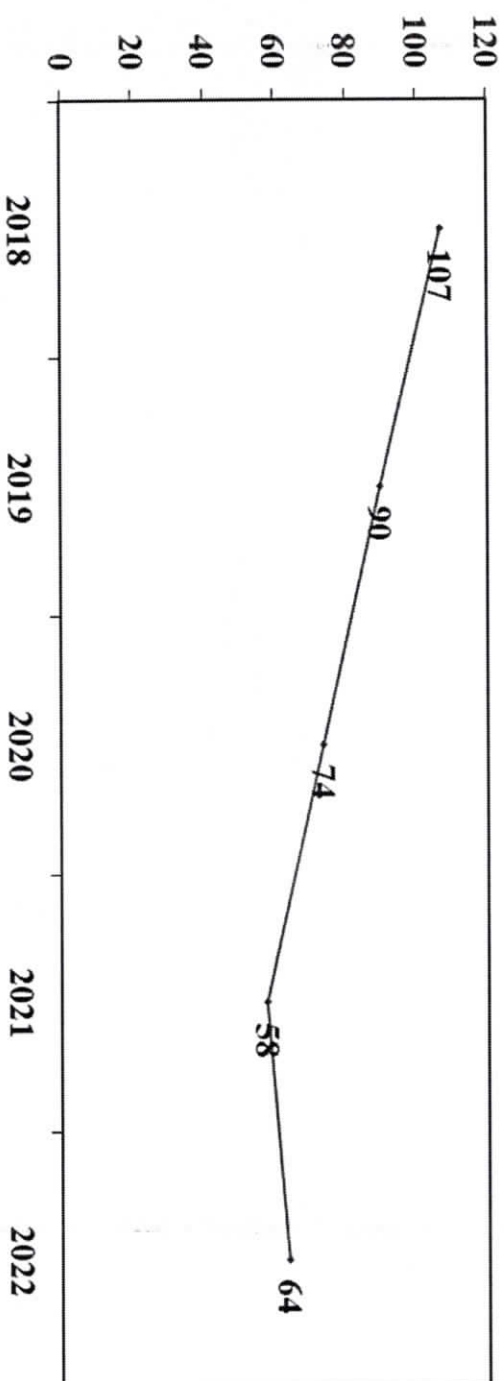
Five Year Comparison 2018-2022 Miscellaneous Offenses



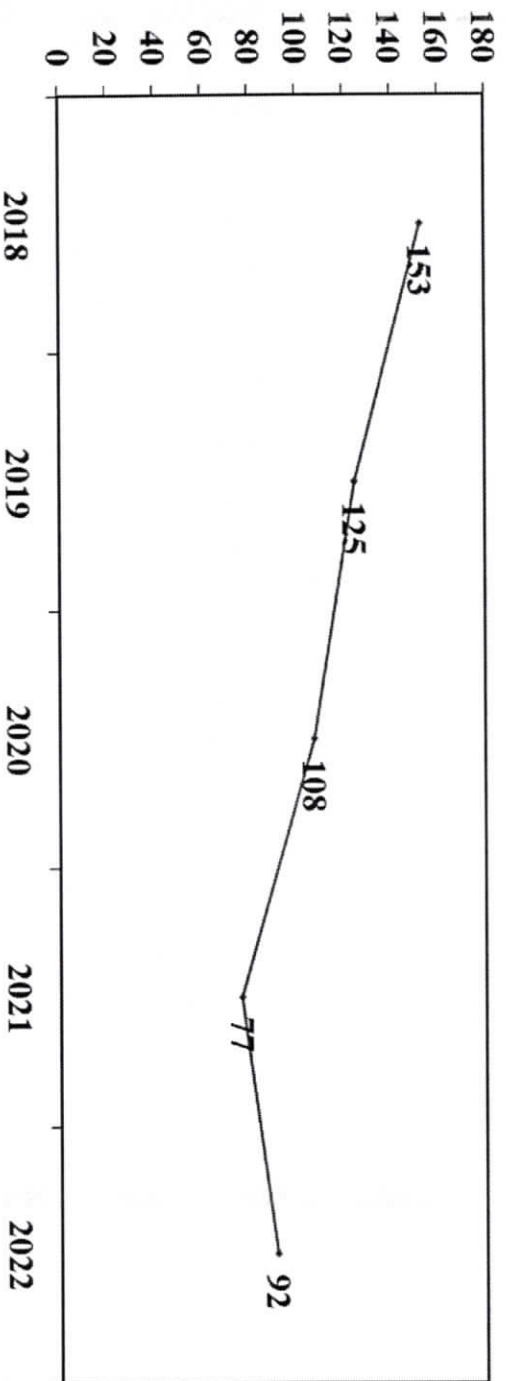
Five Year Comparison 2018-2022 Crimes Against Person



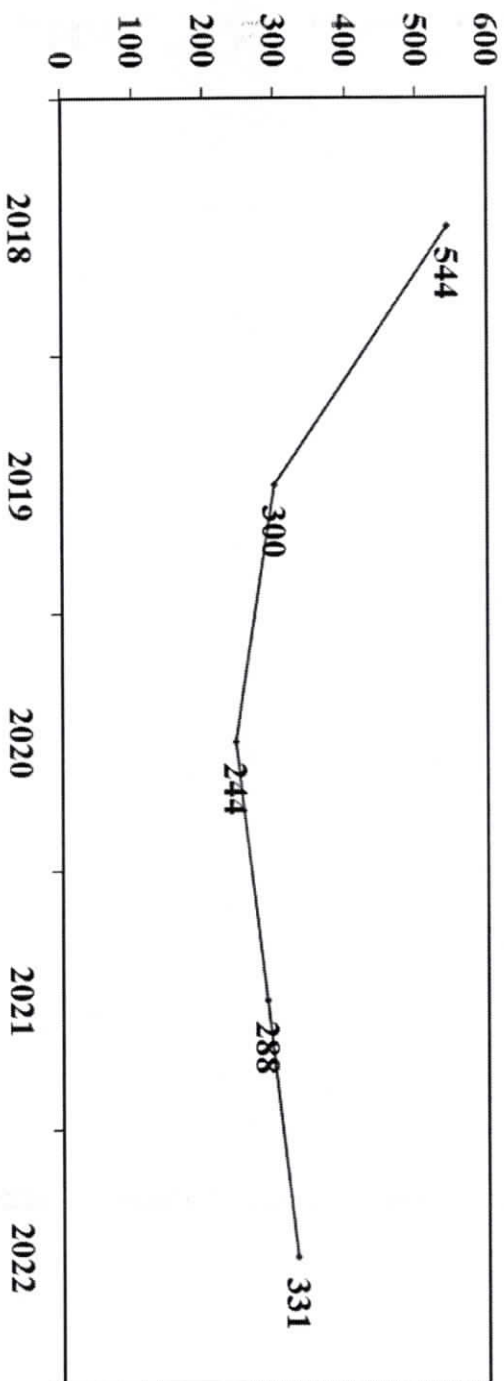
Five Year Comparison 2018-2022 Crimes Against Property



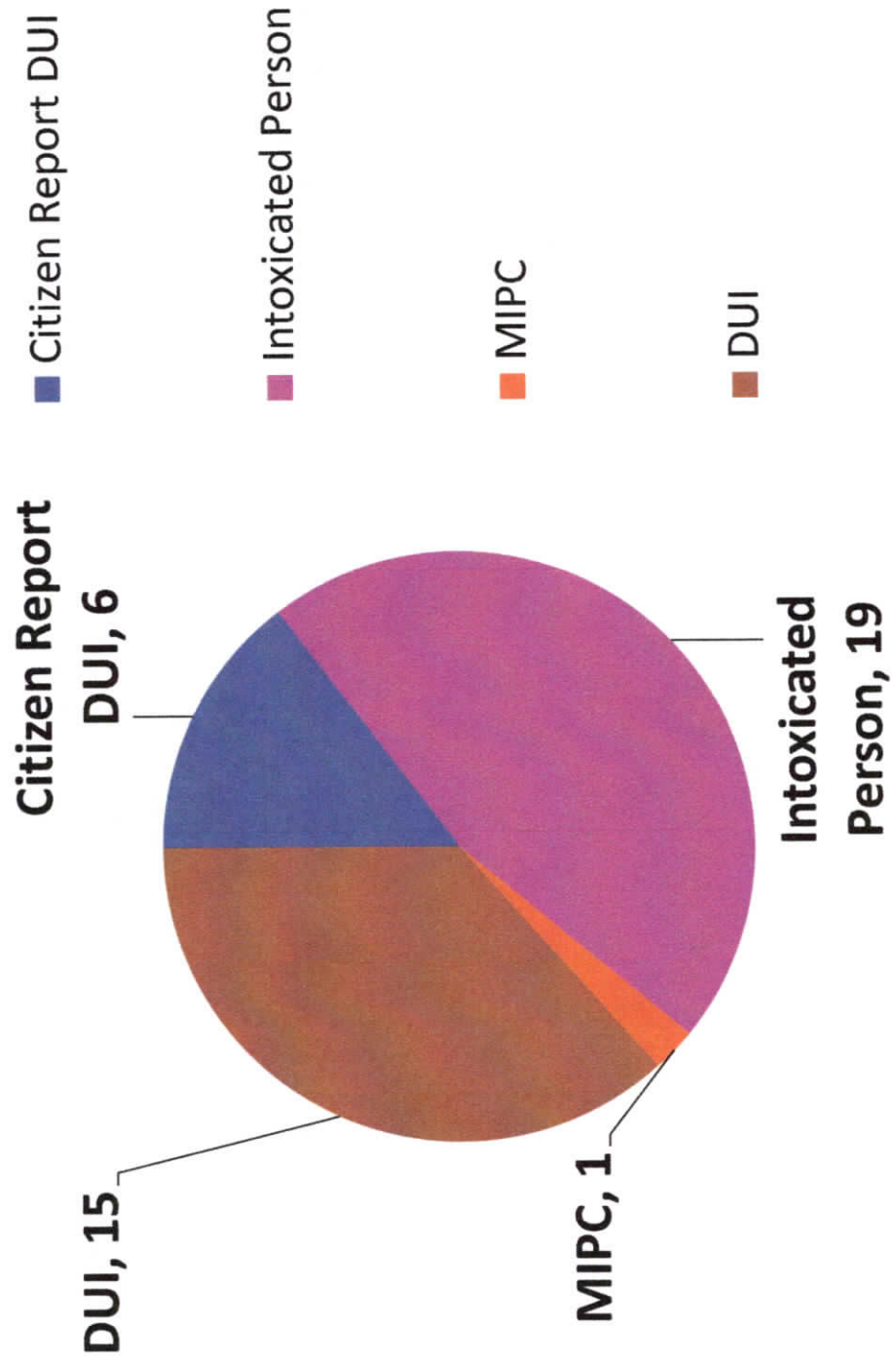
Five Year Comparison 2018-2022 Public Order Offenses



Five Year Comparison 2018-2022 Traffic

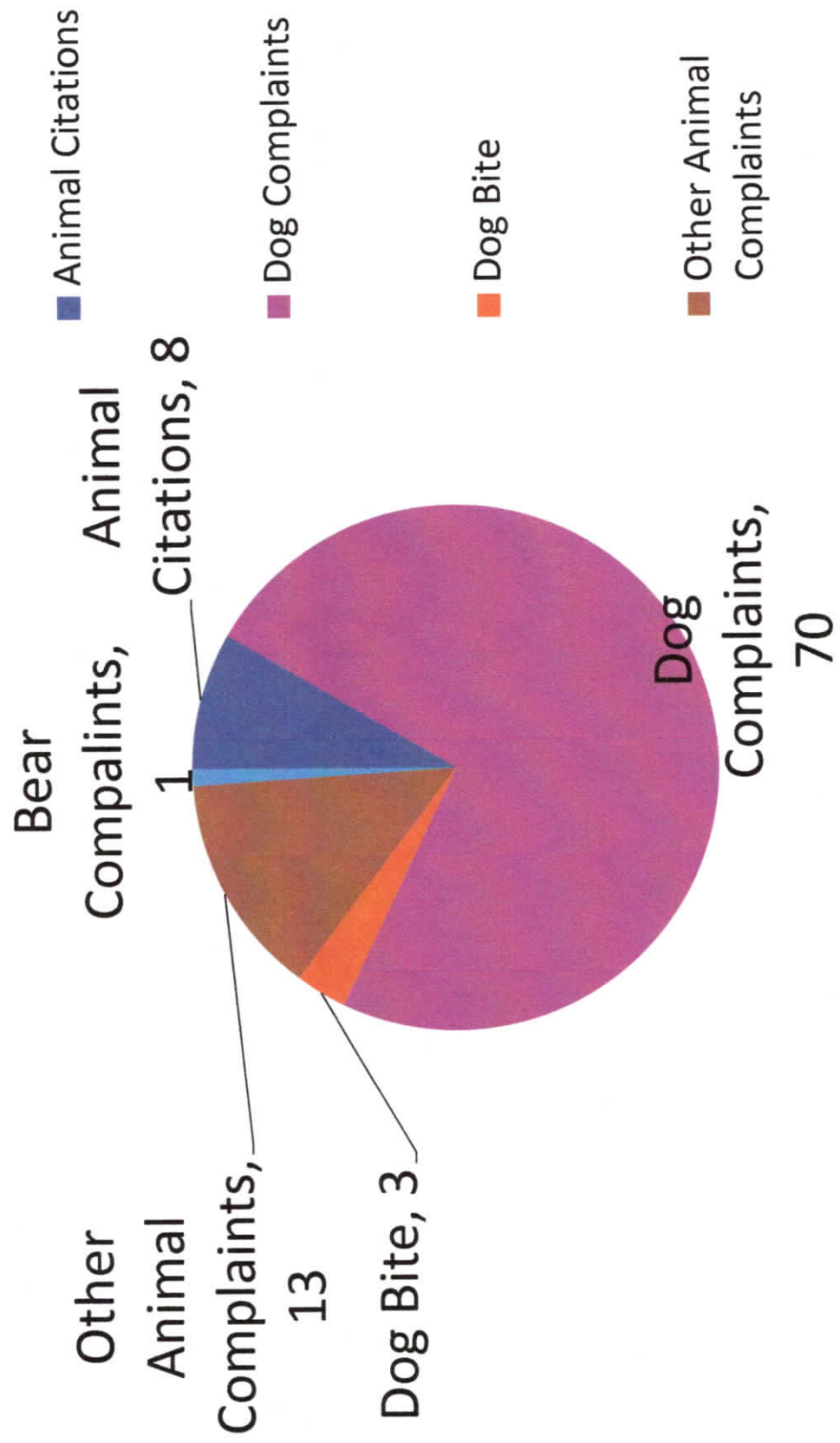


Alcohol Offenses 2022



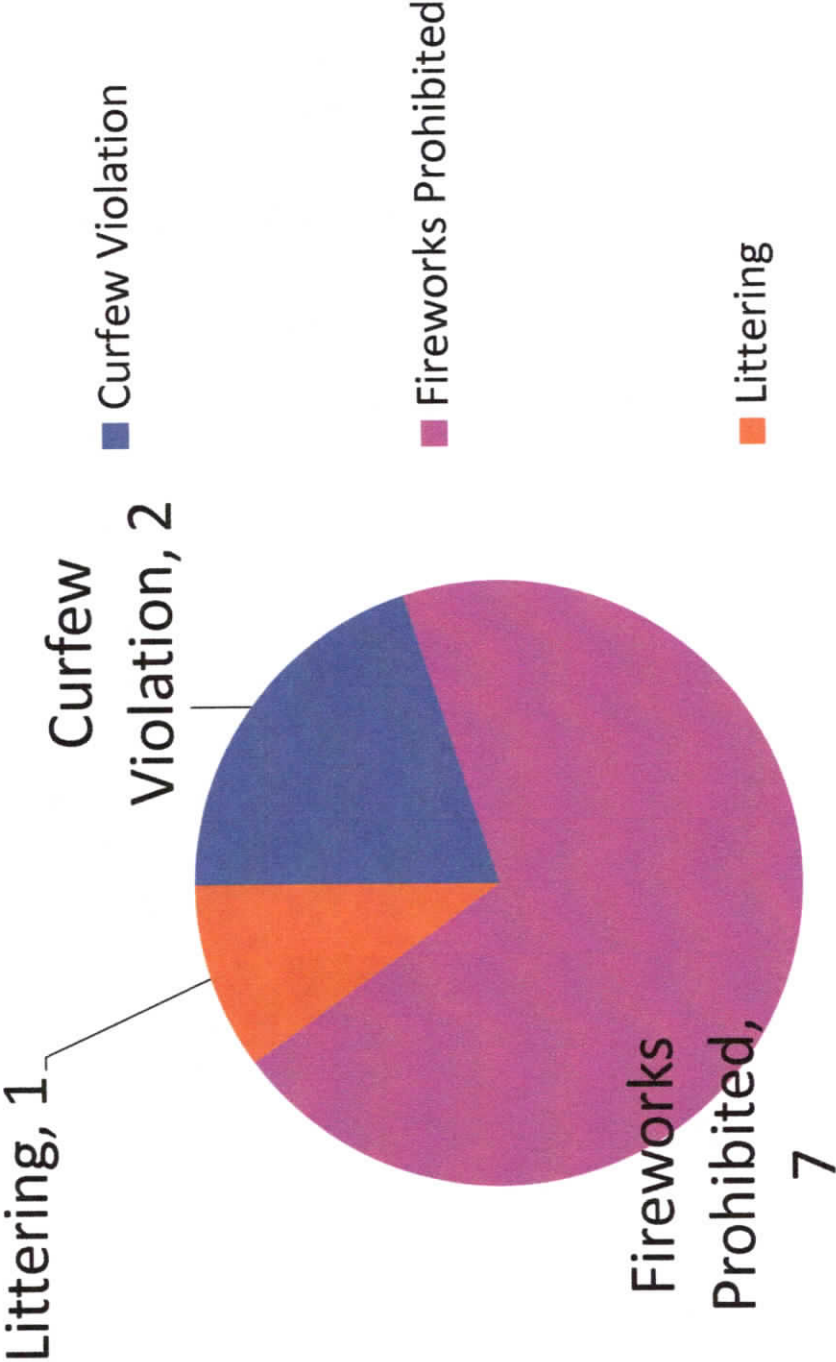


Animal Violations 2022



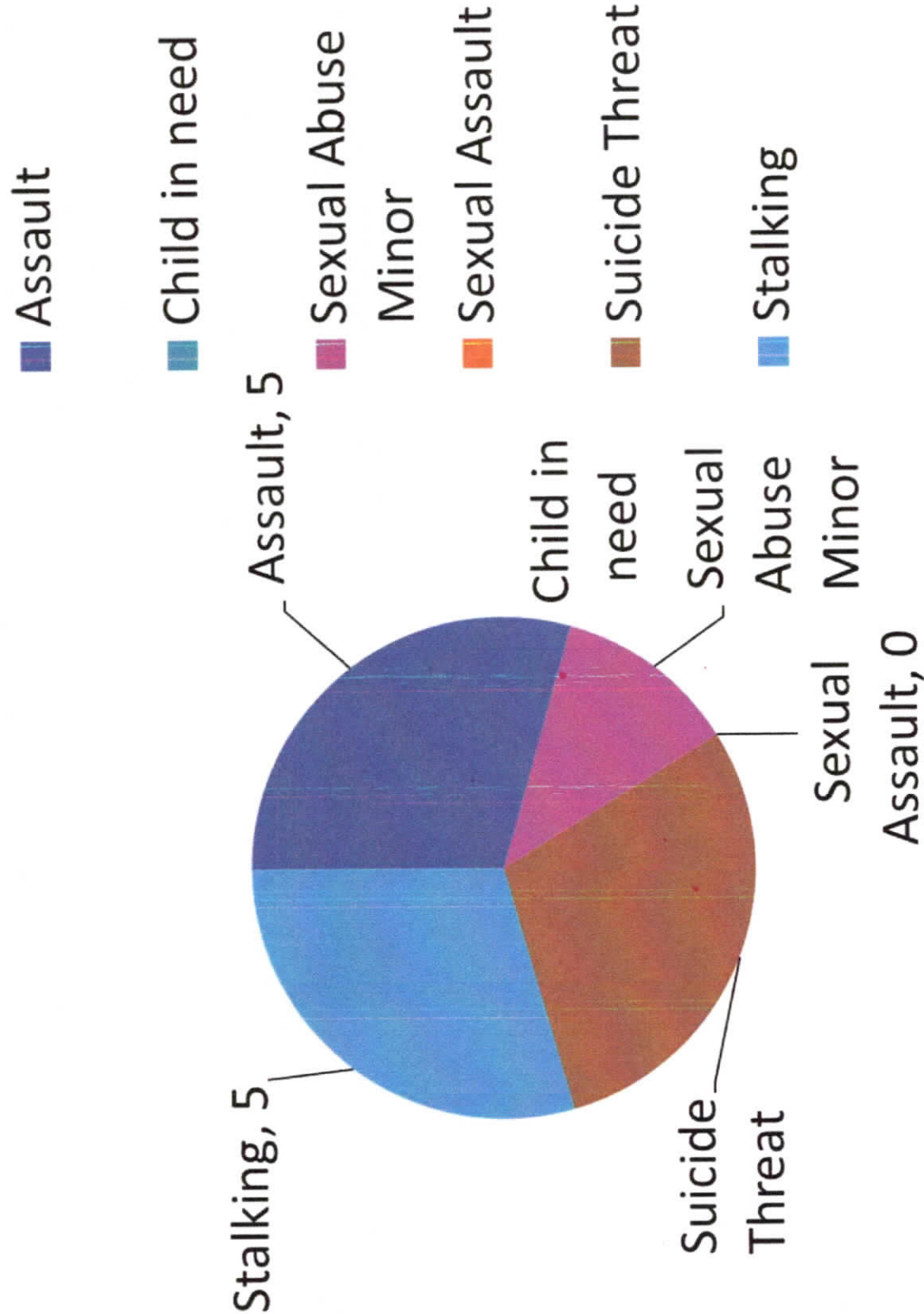


City Offenses 2022



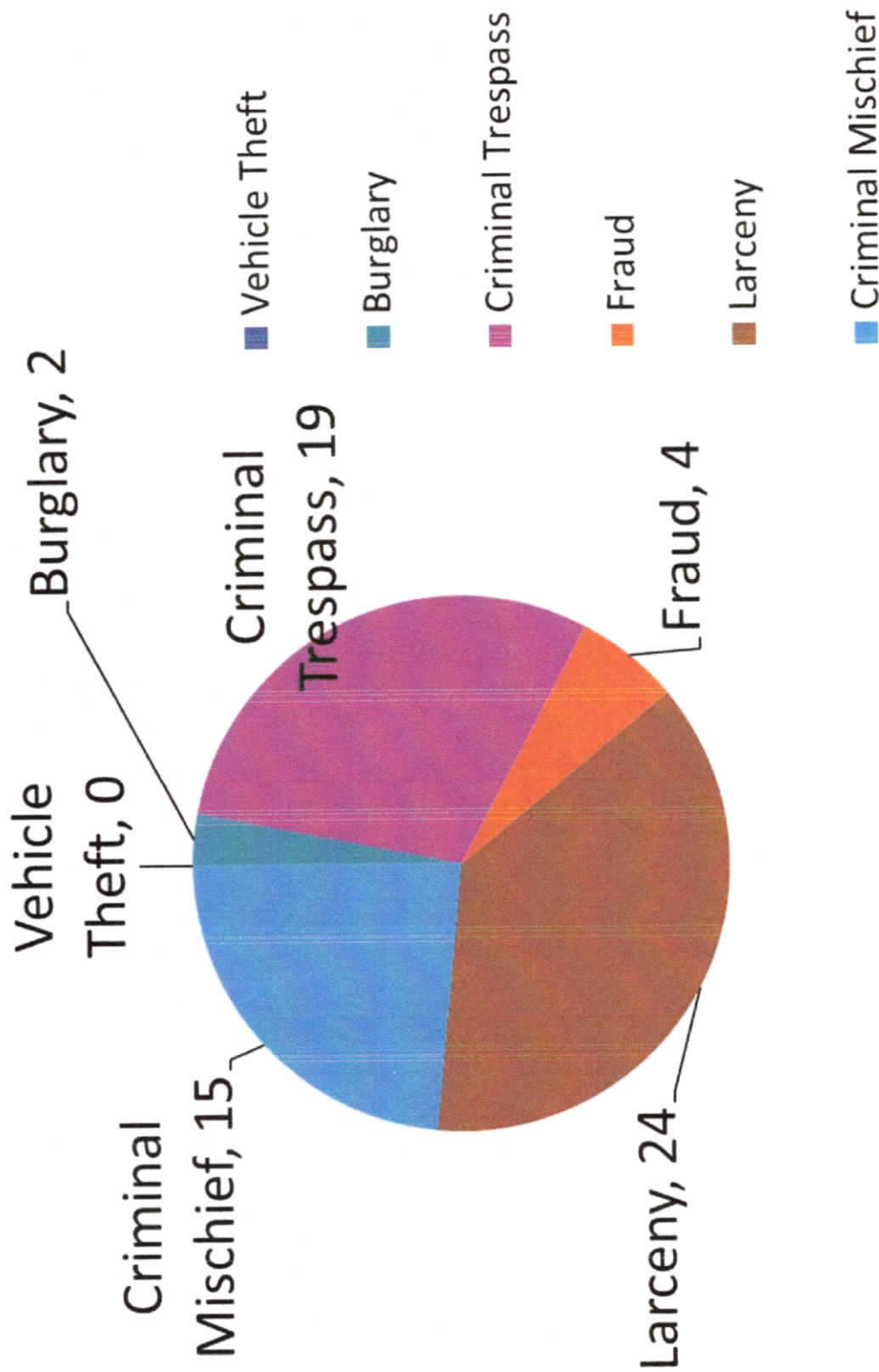


Crimes Against Person 2022

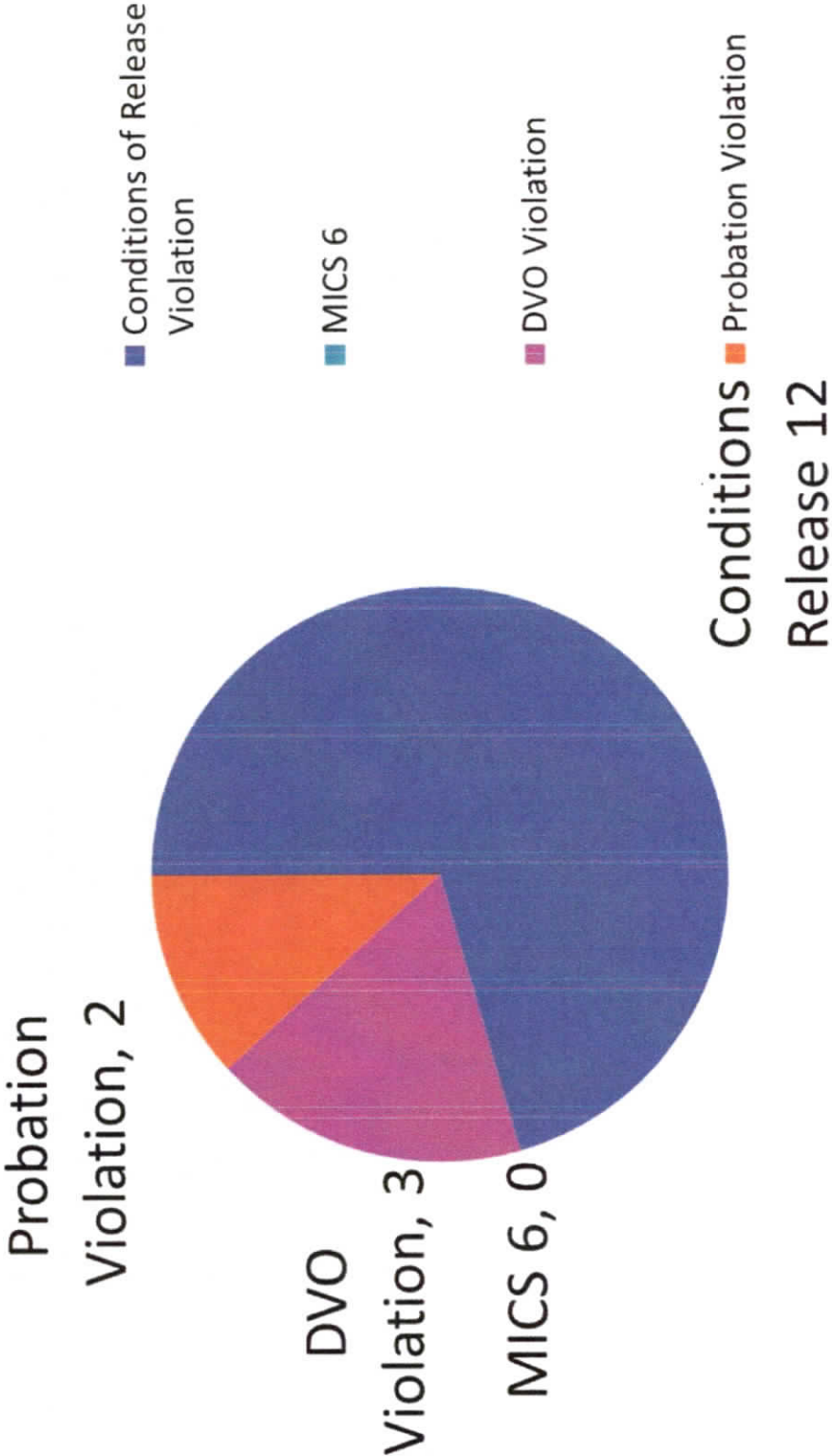




Crimes Against Property 2022

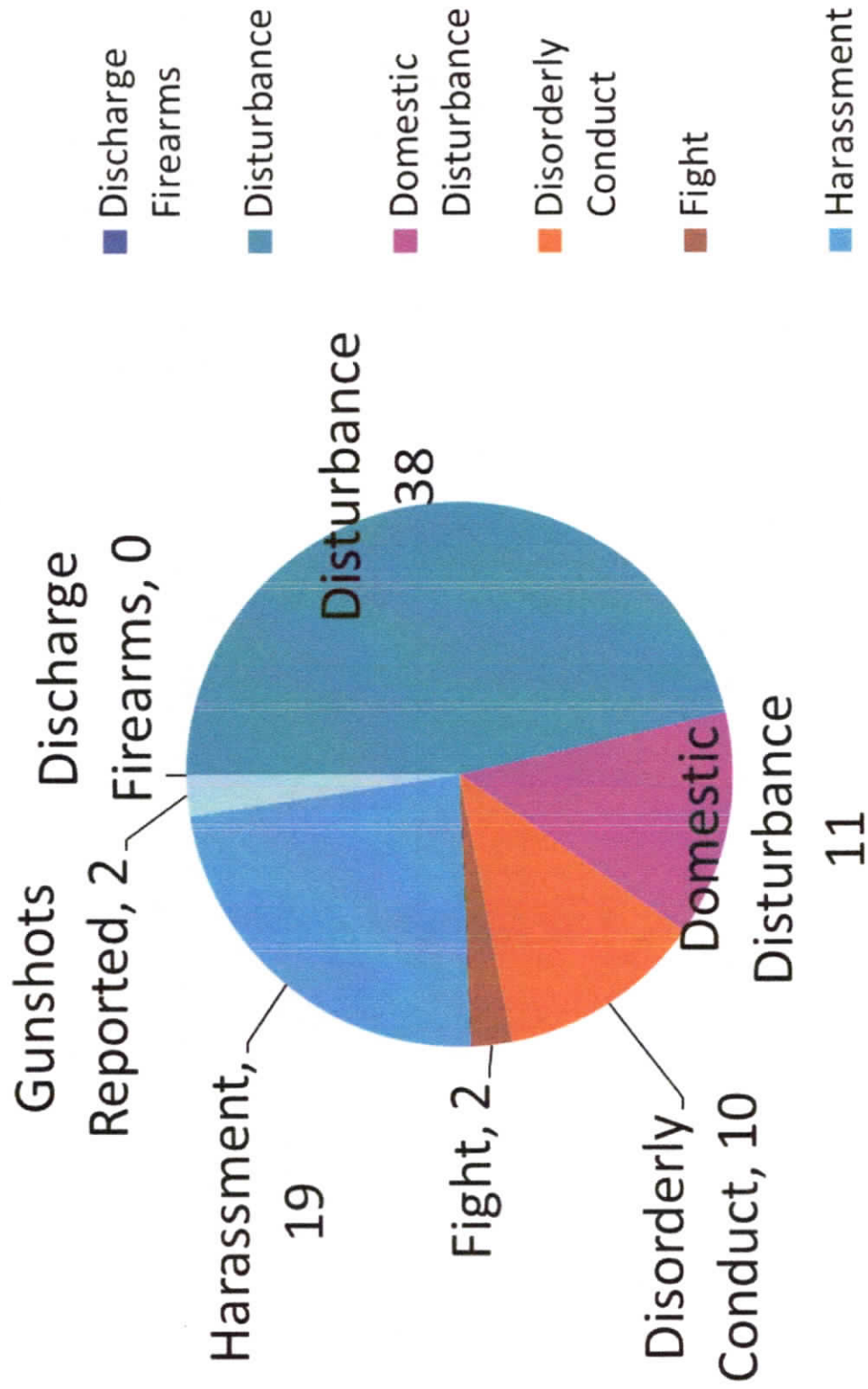


Miscellaneous Offenses 2022

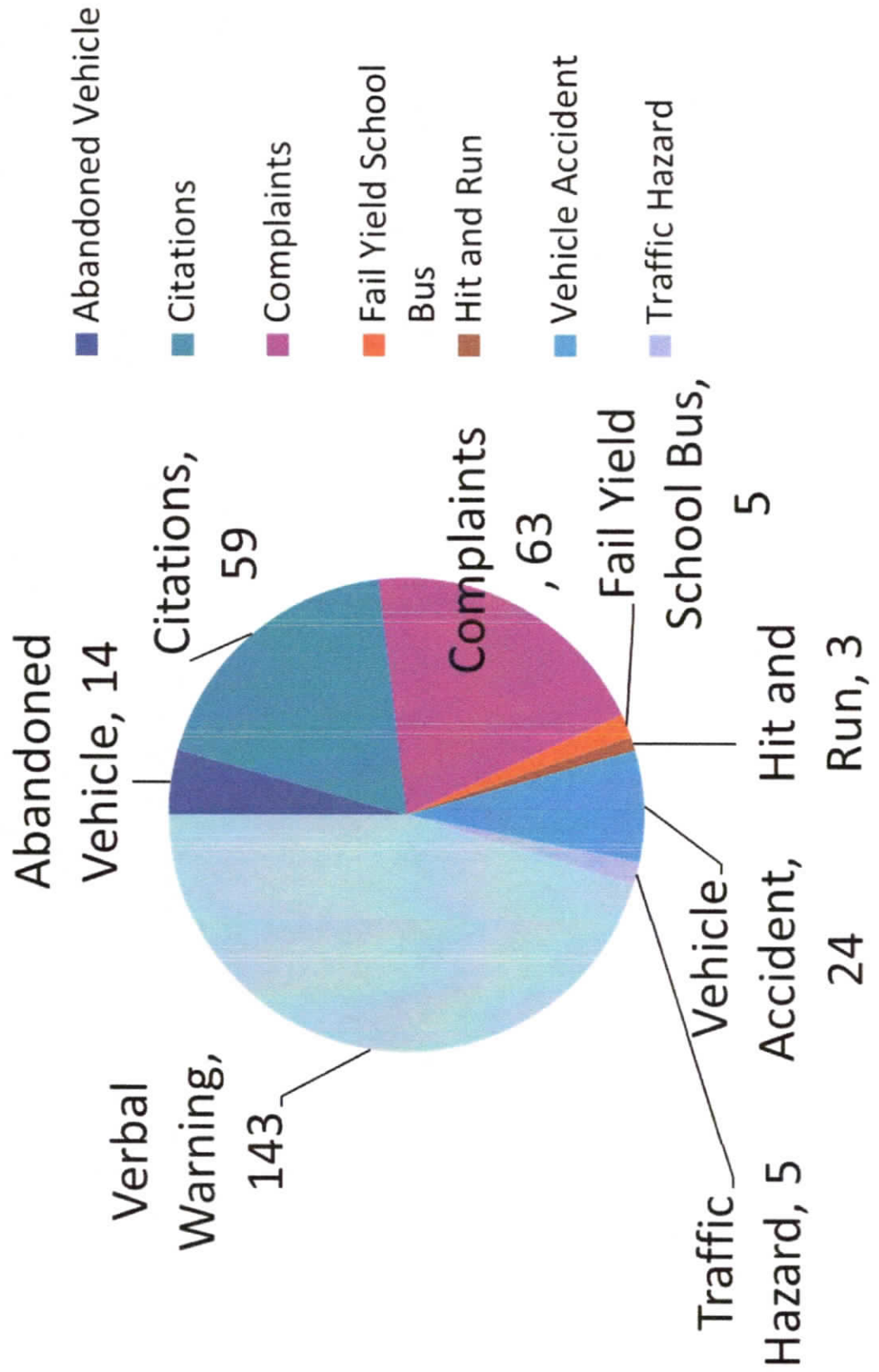




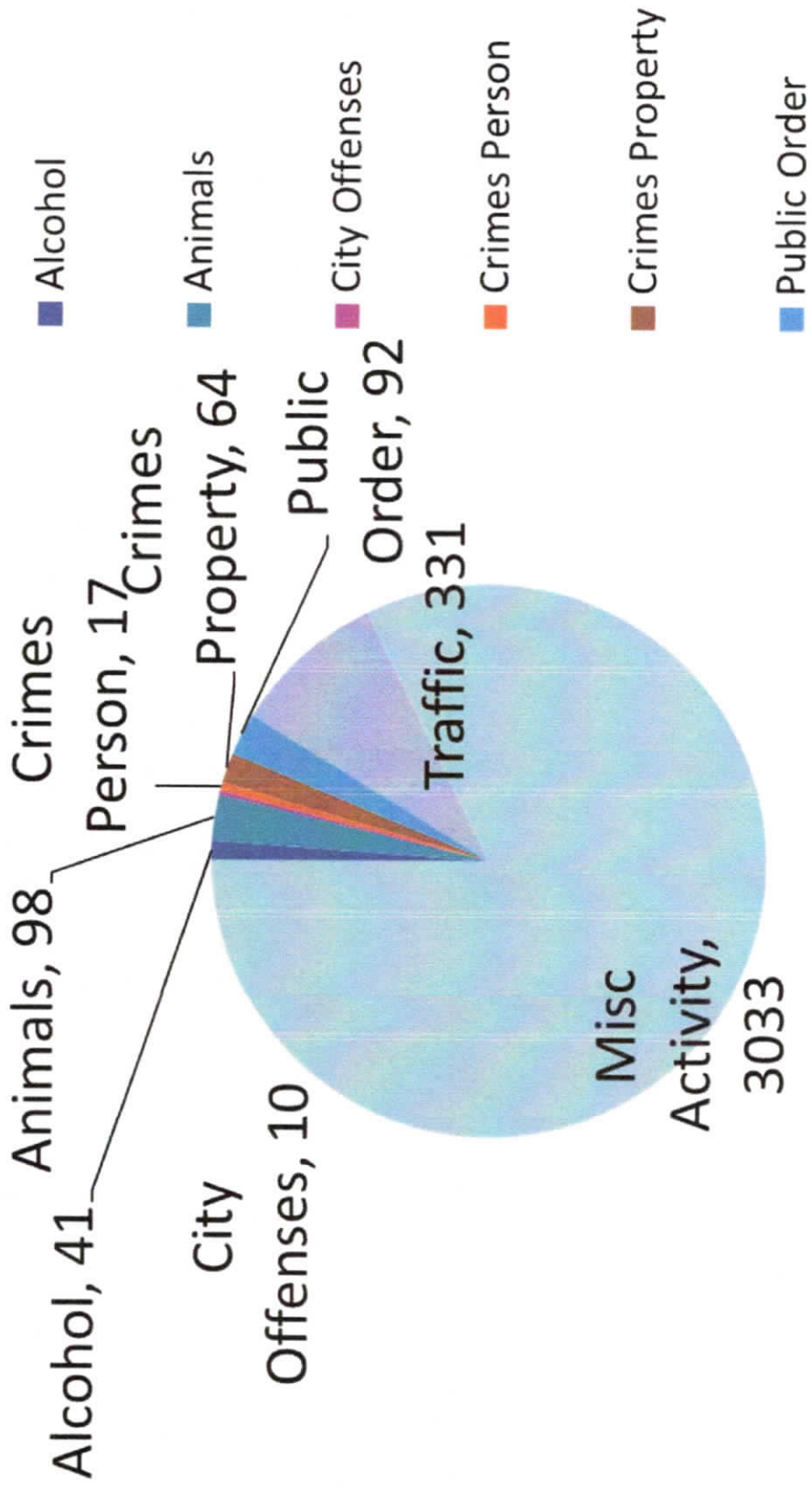
Offenses Against Public Order 2022



Traffic 2022



Total Activity 2022



PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING

November 21, 2022, 6:30 PM
Via Zoom

School Board President David Wilson 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 Esther Ashton, Elizabeth Roundtree, and David Wilson. Also, present was Superintendent Bill Burr, Recording Secretary Kimberly Powell, and Student Representative Rylee Chelette. Board Members Allen and Robbins and Student Representative Harrison were absent, excused.	DETERMINE QUORUM
The Pledge of Allegiance was recited, led by President Wilson	PLEDGE OF ALLEGIANCE
The District Mission, Vision and Values were recited by Board Member Roundtree.	DISTRICT MISSION, VISION, AND VALUES
Motion to approve the agenda as written by Esther Ashton, seconded by Elizabeth Roundtree. Poll vote: Elizabeth Roundtree: Yes, Esther Ashton: Yes; David Wilson: Yes. Motion passed.	APPROVAL OF AGENDA
There were no conflicts of interest declared.	CONFLICT OF INTEREST
The School Board recognized our state championship Cross Country team. Mr. Wilson also read the list of student awards that were presented during first quarter.	STUDENT SPOTLIGHT
Student Representative Rylee Chelette read the report to the School Board that is presented in the packet.	STUDENT REPRESENTATIVE REPORT
There were no guests to be heard.	GUESTS TO BE HEARD
The School Board members reviewed the correspondence as presented.	REVIEWED CORRESPONDENCE
Information & Reports were accepted by unanimous consent. Activities Director Mason Villarma also gave a brief oral report regarding activities.	ACCEPTED INFORMATION & REPORTS
There were no changes to the Mitigation Plan. Mr. Burr said that we are the only district in Southeast Alaska that has mandatory test before travel for our students. He was hoping that we would have data by November to lift this requirement. We've tested 115 students in all our activities so far this year. Of those 115 tests, 42% of those tests have been given in the past month. We don't have the data yet to make a change to our mitigation plan. The idea behind the testing is that we hope to protect students from getting ill. Close contacts are no longer banned from travel. We have a symptom-free school. In the past month, we have seen a large influx of illness from Influenza A to a cough, to possibly RSV sweep through the district. Mr. Burr is hoping to have enough data by the end of next month to consider changing the mitigation plan.	COVID-19 MITIGATION UPDATE
Motion to approve the items on the consent agenda as presented by Esther Ashton, seconded by Elizabeth Roundtree. Poll vote: Rylee Chelette: Yes; Esther Ashton: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved. <ul style="list-style-type: none"> Approved the minutes of the October 10, 2022, Regular School Board meeting Offered Virginia Oliver a contract addendum in the amount of \$600.00 to be paid from the Indian Education Grant as presented Offered Harrison Steckman an extracurricular contract for the position of Middle School Boys' Basketball Assistant Coach pending a satisfactory drug test Approved the hire of Patrick Millay and Lorna Salchenberg as paraprofessionals, pending the receipt of a satisfactory criminal background check Reviewed the resignation of Blaine Cartlidge, Paraprofessional 	APPROVED THE CONSENT AGENDA

Motion to accept the Fiscal Year 2022 audit report as presented by Esther Ashton, seconded by Elizabeth Roundtree. Poll vote: Rylee Chelette: Yes; Elizabeth Roundtree: Yes; Esther Ashton: Yes; David Wilson: Yes. Motion approved

ACCEPTED THE FY2022 AUDIT REPORT

Motion to revise the Fiscal Year 2023 budget as presented by Esther Ashton, seconded by Elizabeth Roundtree. Poll vote: Rylee Chelette: Yes; Elizabeth Roundtree: Yes; Esther Ashton: Yes; David Wilson: Yes. Motion approved

REVISED THE FY'23 BUDGET

Motion to accept the first reading of Board Policy 7012, Communications to and from the Board (repealing Board Policy 7231, School Board Technology Usage) and Board Policy 7324, Board Minutes as presented by Esther Ashton, seconded by Elizabeth Roundtree. Poll vote: Rylee Chelette: Yes; Esther Ashton: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved

ACCEPTED THE FIRST READING OF BOARD POLICY 7012 (REPEALING BOARD POLICY 7231) AND BOARD POLICY 7324

Motion to approve the second reading of Board Policy 7230, Meetings of the Board and 7323, Meeting Conduct as presented by Elizabeth Roundtree, seconded by Esther Ashton. Poll vote: Rylee Chelette: Yes; Esther Ashton: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved

ACCEPTED THE SECOND READING OF BOARD POLICY 7320 AND 7323

Motion to recess into executive session to discuss a matter that which by law, is required to be confidential, more specifically a student early graduation request and invite the student and their parent and Mr. Burr into the executive session by Elizabeth Roundtree, seconded by Esther Ashton. Poll vote: Rylee Chelette: Yes; Elizabeth Roundtree: Yes; Esther Ashton: Yes; David Wilson: Yes. Motion approved

RECESSED INTO EXECUTIVE SESSION AT 8:01 PM

Reconvened into Regular Session

RECONVENED INTO REGULAR SESSION AT 8:23 PM

Motion to approve the early graduation request of Student #23-01, provided that the student meets all of the requirements of the district to graduate early by Esther Ashton, seconded by Elizabeth Roundtree. Poll vote: Rylee Chelette: Yes; Esther Ashton: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved

APPROVED THE EARLY GRADUATION REQUEST OF STUDENT #23-01

Reviewed the upcoming dates and meeting announcements.

REVIEWED DATES & MTG ANNOUNCEMENTS

Elizabeth Roundtree said that she learned a lot at the AASB Annual Conference.

BOARD MEMBER COMMUNITY ACTIVITY REPORTS

Esther Ashton agreed that it was an amazing conference, and she appreciated the opportunity to attend, especially as a new board member. She mentioned that our own attorney presented at several of the legal sectionals, and she appreciated learning from him. Ms. Ashton also said that it was a great time to collaborate and communicate with other board members and superintendents.

Bill Burr said that Miss Chelette was a great example to students, and he was glad she was able to attend the Youth Leadership Institute. He appreciates the united front that the Board showed at the AASB annual conference.

Mr. Wilson enjoyed meeting with board members from around the state and was interested in hearing what they are doing to increase parent and family engagement. He also appreciated the opportunity to get to know the other board members. He also appreciated the legal sectionals presented by John Sedor, our school attorney. Mr. Wilson is interested in holding board retreats for our School Board.

Meeting Adjourned at 8:33 P.M.

ADJOURNED AT 8:33 P.M.


SCHOOL BOARD SECRETARY

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, MMC, Borough Clerk

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

March 1 – Parks & Recreation Advisory Board Mtg. at 5:30 pm in the Assembly Chambers

March 2 – Port Commission Mtg. at 6pm in the Assembly Chambers

March 20 – City offices are for President's Day

Community Events:

Meetings and Other events of the Borough Assembly:

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

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

Date	Time	Purpose
January 24	(6-7pm)	WS: Public Safety Building / Old Wrangell Medical Center
<i>January 24</i>	<i>7pm</i>	<i>Regular Assembly Meeting</i>
February 14	6-7pm	WS: Fee and Rate Schedule
<i>February 14</i>	<i>7pm</i>	<i>Regular Assembly Meeting</i>
February 28	6-7pm	WS: Assessments & Property Taxes
<i>February 28</i>	<i>7pm</i>	<i>Regular Assembly Meeting</i>
March 6 (Monday)	5:30pm	WS: School, Assembly, and Staff on School Budget & Facilities
March 14		No WS Scheduled (subject to change)
March 14		Public Hearing for Fee & Rate Schedule
<i>March 14</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
March 28	6-7pm	WS: Insurance
<i>March 28</i>	<i>7pm</i>	<i>Regular Assembly Meeting</i>
April 11		No WS Scheduled (subject to change)
<i>April 11</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
April 24 (Monday)	5:30pm	WS: FY 2023-24 Budget
<i>April 25</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
May 8 (Monday)	5:30pm	Board of Equalization Meeting
<i>May 9</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
May 23		Public Hearing for FY 2023-24 Budget
<i>June 13</i>	<i>6pm</i>	<i>Regular Assembly Meeting (Mill Rate & FY 2023-24 Budget Adoption)</i>
<i>June 27</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>



Records Management

I have identified 37 boxes in the records center that are ready for disposition. Those boxes have been pulled and are ready for disposition.

I have pulled the project files from my files in my office and since I scanned and classified each file after the assembly meeting that it was acted upon, it was an easy process submit them for retention.

Updated Website:

I am so excited about the new Borough Website design. We are very close to this going live. I believe that this new design will be a lot easier for you, the public, and staff to navigate. Here is what the top page will look like:



CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	10

Investment Committee Vacancy Appointment

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

RECOMMENDATION

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

<i>Board/Committee/Commission</i>	<i>Letter of Interest Received from:</i>
Investment Committee (1 avail. – Community Member)	1. None.

Procedure - Mayor: “I will appoint _____ to fill the vacancy on the _____ until October 2023.

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

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

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

*Motion: Move to appoint _____ to fill the vacancy on the
_____ for the term up until October 2023.*

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	1/24/2023
	<u>Agenda Section</u>	11

ORDINANCE No. 1034 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 8.02.010 IN CHAPTER 8.02, ADMISSION RATES FOR THE MUSEUM/CIVIC CENTER AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE RATES TO THE ESTABLISHED FEE AND RATE SCHEDULE

<p><u>SUBMITTED BY:</u></p> <p>Cyni Crary, Nolan Center Director</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$0</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;">FY 21: \$0</td> <td style="border: none;">FY 22: \$0</td> <td style="border: none;">FY23: \$0</td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">FY22 \$0</td> </tr> </table> <p>Account Number(s):</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table> <p>Account Name(s):</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">n/a</td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;"></td> <td style="border: none;">\$0</td> </tr> </table>	FY 21: \$0	FY 22: \$0	FY23: \$0		FY22 \$0				n/a		\$0
FY 21: \$0	FY 22: \$0	FY23: \$0										
	FY22 \$0											
	n/a											
	\$0											

<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Wrangell Convention and Visitor Bureau
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Ord 1034

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 1034.

SUMMARY STATEMENT:

This Ordinance will remove the rates/fees for the Museum/Civic Center from the Wrangell Municipal Code and place them into the collective Rate and Fee Schedule for the Borough.

Rates and Fees are to be reviewed annually by the Assembly with a Public Hearing occurring and the approval shall be by Resolution.

If the Assembly approves this Ordinance in its final form, there is also a Public Hearing for the Resolution that will approve the Rate and Fee Schedule, following this item.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1034

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 8.02.010 IN CHAPTER 8.02, ADMISSION RATES FOR THE MUSEUM/CIVIC CENTER AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE RATES TO THE ESTABLISHED FEE AND RATE SCHEDULE

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

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

SEC. 1. Action. The purpose of this ordinance is to amend Section 8.02.010 in Chapter 8.02, to establish a new process for rates and fees, of the Wrangell Municipal Code by adding to the established Fee and Rate Schedule for the Wrangell Museum/Civic Center.

SEC. 2. Amendment. Section 8.02.010, Rates is hereby amended as follows:

[Adult walk-ins	\$7.00
Senior citizens (60+)	\$5.00
Children 6 – 12	\$4.00
Children under 6	Free
Organized groups, 10 or more	\$5.00 each
School groups (non-Wrangell)	\$4.00 each
Wrangell school groups	Free
Friends of the Museum members	\$4.00]

The assembly shall, by resolution, establish fees and rates for the Wrangell Museum/Civic Center.
A Public Hearing shall be required on the resolution that establishes such fees and rates.

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

SEC. 4. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 4. Effective Date. This ordinance shall be effective upon adoption. However, until which time that a new fee schedule is duly adopted, the fees reflected in the former sections amended herein shall remain as an interim fee schedule.

PASSED IN FIRST READING: January 10, 2023

PASSED IN SECOND READING: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	1/24/2023
	<u>Agenda Section</u>	11

RESOLUTION No. 01-23-1747 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE FEE AND RATE SCHEDULE FOR THE MUSEUM/CIVIC CENTER

SUBMITTED BY:

Cyni Crary, Nolan Center Director

FISCAL NOTE:

Expenditure Required: \$0

FY 21: \$0

FY 22: \$0

FY23: \$0

Amount Budgeted:

FY22 \$0

Account Number(s):

Account Name(s):

n/a

Unencumbered Balance(s) (prior to expenditure):

\$0

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Res 01-23-1747

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

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

RECOMMENDATION MOTION:

Move to Approve Resolution No. 01-23-1747.

SUMMARY STATEMENT:

With the adoption of Ordinance, No 1034, a Public Hearing will be held before the adoption of this fee and rate schedule. Upon adoption of this Resolution, this fee and rate schedule will be added to the collective Rate and Fee Schedule for the Borough.

Rates and Fees are to be reviewed annually by the Assembly with a Public Hearing occurring and the approval shall be by Resolution.

The Wrangell Museum Admission Rates were in the Wrangell Municipal Code (WMC) however, the Regular Room Rental Rates and the Wrangell Local Non-Profit Rates were not in the WMC. This Resolution will add those rates into the Rate and Fee Schedule.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 01-23-1747A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA, ESTABLISHING THE FEE AND RATE SCHEDULE
FOR THE MUSEUM/CIVIC CENTER

WHEREAS, with the adoption of Ordinance No. 1034, it is necessary to adopt a fee and rate schedule for the Nolan / Museum / Civic Center; and

WHEREAS, the fees and rates for the Nolan / Museum / Civic Center are established by Resolution with a Public Hearing and proper Public Notice before adoption; and

WHEREAS, the Museum/Civic Center are operated and maintained under the jurisdiction of the City and Borough of Wrangell.

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 Nolan / Museum / Civic Center Department.

Section 2. The attached Exhibit "A" includes the fees and rates for all the Museum/Civic Center services and shall govern the fee schedule for the Nolan / Museum / Civic Center.

Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 24th day of January 2023.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City and Borough of Wrangell Museum/Civic Center Fee and Rate Schedule			
Approved by Resolution 01-23-1747			
Wrangell Museum Admission Rates			
Adult walk-ins			\$8.00
Senior citizens (60+)			\$6.00
Children under 12			\$5.00
Organized group tours, 10 or more			\$5.00 each
School groups			Free
Friends of the Museum			Free
Regular Room Rental Rates			
Civic Center	\$400	\$500	\$600
Half Civic Center	\$200	\$250	\$300
Classroom	\$175	\$200	\$225
Half Classroom	\$100	\$125	\$150
Lobby with another rental	\$75	\$100	\$125
Lobby only	\$175	\$200	\$225
Small Theater	\$125	\$150	\$175
Kitchen	\$100	\$125	\$150
Bar Fee	\$125	\$175	\$225
Beverage Service (coffee, tea, water)	\$75	\$100	\$125
Multimedia (sound system, projector, etc.)	\$50	\$75	\$100
Outside of normal working hours 8-5	\$75 additional fee		
Wrangell Local Non-Profit Rates			
Civic Center	\$350	\$450	\$550
Half Civic Center	\$175	\$225	\$275
Classroom	\$150	\$175	\$200
Half Classroom	\$75	\$100	\$125
Lobby with another rental	\$50	\$75	\$100
Lobby only	\$150	\$175	\$200
Small Theater	\$100	\$125	\$150
Kitchen	\$75	\$100	\$125
Bar Fee	\$100	\$150	\$200
Beverage Service (coffee, tea, water)	\$50	\$75	\$100
Multimedia (sound system, projector, etc.)	\$25	\$50	\$75
Outside of normal working hours 8-5	\$50 additional fee		
Birthday Party (during regular movie)	\$75		
Birthday Party (private, older movie)	\$100		
Additional Fees			
Tablecloths	\$7 each	Table skirting	\$10 each table
Table napkins (cloth)	\$.50 each	Stage with stairs/skirting	\$200

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	11

Approval to move forward with the Sale of City-Owned Filled Tidelands, Lot 15, Block 1-A, ATS 83, currently leased by James D. Leslie, requested by James D. Leslie

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

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

<u>FISCAL NOTE:</u>		
Expenditure Required:		
FY 20: \$	FY 21:	FY22:
Amount Budgeted:		
FY22 \$0		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure): See Agenda Statement		

ATTACHMENTS: 1.) Leslie Request 2) map of area 3) memos from Port and P&Z Commissions

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

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

RECOMMENDATION MOTION:

Move to approve moving forward with the Sale of City-Owned Filled Tidelands, Lot 15, Block 1-A, ATS 83, currently leased by James D. Leslie, requested by James D. Leslie.

SUMMARY STATEMENT:

We received a request from James D. Leslie to purchase the filled City-Owned Tidelands that they are currently leasing.

WMC Section on the Sale of Tidelands

WMC 16-12-030 – Sale of Tidelands: The policy of outright disposal by sale of tide and submerged lands is not favored; the orderly development of the borough with due consideration toward ocean resource harvesting, municipal revenue and public recreation would indicate a strong preference toward tidelands leasing. However, when it is in the public interest, the assembly may, by resolution, authorize the sale of tracts of tide and submerged lands in the manner provided for the sale of other real property owned by the borough. Tidelands, which may be sold pursuant to this section, as that term is used herein, refers only to those tide and submerged lands conveyed by the state of Alaska to the then-City of Wrangell pursuant to AS [38.05.820](#).

WMC 16.12.040(9) - Additionally, no sale of tidelands shall occur except upon a public hearing as per WMC 16.12.040(2). At the public hearing, the applicant must clearly demonstrate the benefits of sale of the subject tidelands tract that could not be realized by the borough through leasing; a determination by the assembly adverse to the applicant may not be appealed unless clearly erroneous. An applicant for purchase of tidelands must conclusively demonstrate the outright sale of the nominated tidelands tract, as contrasted with the lease of such tract, is in the borough's best interest. The borough reserves the right to refuse sale of any tidelands tracts, regardless of sufficiency of proof.

The reasoning behind the request is because 1) the tidelands may be classified as "tidelands" however, they are filled. The lot is approximately 100 yards from the tidelands, with city hall between the lot and the tideline. 2) Since the lease began in 1977, there have been extensive improvements on the property, including a structure that has an office space on the bottom, and an apartment above. 3) If sold, the property would be on the tax rolls and would most likely bring in more or around the same in taxes, than the annual rental is currently.

The Port Commission and Planning & Zoning Commission have both written memos on this request and those memos are attached.

If the Assembly approves moving forward with the sale of these tidelands, the next step will be to obtain an appraisal and post the public notice, inviting those who want to protest the sale, to do so. This will be done 30-days prior to the approval of the tidelands comes to the Assembly for approval. Although the tidelands are currently leased to the applicant, the last assessment was done back in April/May of 2022. Therefore, these tidelands would need a new assessment. The cost would be borne by the applicant.

Wrangell Assembly members,

I would like you to take my request to purchase the tideland into consideration. The land I am requesting to purchase from the city is Lot 15, Block 1-A, Alaska Tidelands Survey 83. This lot has been leased as tidelands since 1978. I had the lease transferred to me, from my mother in the winter of 2021, with an expiration date of December 13, 2032.

There is a building owned by me on the land leased from the city. The building is currently being leased as both commercial space, and residential. I operate a rental company as J. Leslie Rentals, Alaska Business License # 2086999. Owning a building on leased land has made it difficult to conduct business. To obtain loans, lines of credit, potential future sales of the building are very difficult due to banks not willing to work with parties on leased land.

At one time, the location was tidelands. The landscape of down town Wrangell has changed over the years. Now the lot is approximately 100 yards from the tidelands, with city hall between the lot and the tide line. Under sections (A 16.12.030) of Sale of tidelands, Tidelands is defined as those tide and submerged lands, conveyed by the state of Alaska the the then-City of Wrangell pursuant to AS 38.05.820.

For the reasons stated above, I believe the lot should be considered to be sold.

Thank you,

James D. Leslie II

MEMORANDUM

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

**FROM: Steve Miller
Port Director**

**SUBJECT: The Port Commission on January 5th, 2023, approved James D. Leslie II
request to purchase City and Borough tidelands Lot 15, Block 1-A Alaska
Tideland Survey 83**

DATE: January 9th, 2023

The Port Commission at their regular meeting of January 9, 2023, reviewed the request from James D. Leslie II to purchase the above tidelands. The Port Commission agreed that the Ports and Harbors had no interest or use for the now uplands requested to be sold to James D. Leslie II.

RECOMMENDATION:

The Port Commission voted to recommend to the Assembly to move forward with the sale of Borough Tidelands Lot 15, Block 1-A Alaska Tideland Survey 83.

City and Borough of Wrangell

Date: January 17, 2023

To: Jeff Good, Borough Manager

From: Carol Rushmore, Economic Development Director

Re: James D. Leslie Jr. request to purchase tidelands, Lot 15, Block 1-A, ATS 83

The Planning and Zoning Commission at their regular meeting of January 12, 2023 unanimously voted to recommend to the Assembly to sell to James D. Leslie Jr. the requested tidelands of Lot 15, Block 1-A, ATS 83.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	August 23, 2023
	<u>Agenda Section</u>	12

Provide the Borough Manager the authority to negotiate and approve a short term lease of 3 months with a month to month lease thereafter with Channel Construction for 2 acres at the 6 mile property to be used as a transfer and storage facility of scrap metal.

SUBMITTED BY:

Jeff Good, Borough Manager

FISCAL NOTE:

Expenditure Required:

FY 21: \$	FY 22:	FY23: \$
-----------	--------	----------

Amount Budgeted:

	FY21 \$0
--	----------

Account Number(s):

	Detail provided below
--	-----------------------

Account Name(s):

	Detail provided below
--	-----------------------

Unencumbered Balance(s) (prior to expenditure):

	Detail provided below
--	-----------------------

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Appraisal Company of Alaska, LLC contract

RECOMMENDATION MOTION:

Move to Approve giving the Borough Manager the authority to negotiate and approve a short term lease with Channel Construction.

SUMMARY STATEMENT:

SHORT TERM LEASE AGREEMENT

This Short Term Lease Agreement (hereinafter "Lease") is made and entered into between **THE CITY AND BOROUGH OF WRANGELL, ALASKA** (hereinafter "CBW" or "Landlord"), whose address is P.O. Box 531, Wrangell, Alaska 99929, and **CHANNEL CONSTRUCTION, INC.** (hereinafter "CCI" or "Tenant"), whose address is P.O. Box 33359, Juneau, Alaska 99803, effective this _____ day of January, 2023 (the "Effective Date").

RECITALS

WHEREAS, CBW owns the site of the old Buhler sawmill site at 6-mile Zimovia Highway, more particularly described and shown on Exhibit A attached to and by this reference incorporated into this Lease (the "Property"); and

WHEREAS, CCI intends to temporarily store scrap materials on the two acre portion of the Property drawn on Exhibit A (the "Leased Premises") and to later transport those materials to another location for processing; and

WHEREAS, CBW intends to develop a long-term economic development plan ("LTEDP") for the Property and any activities being conducted on the Property must be in accord with the LTEDP and any associated land use requirements; and,

WHEREAS, Wrangell Municipal Code Chapter 16.08 authorizes CBW to lease CBW-owned tidelands; and

WHEREAS, The CBW Planning and Zoning Commission and CBW Port Commission have approved CCI's lease application, and documentation related to those approvals are attached hereto as Exhibit B;

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

1. **Grant of Leased Premises.** Under the terms and conditions set forth herein, CBW leases to CCI, and CCI rents from CBW, the Leased Premises. A legal description of the Property and a depiction of two acre portion thereof constituting the Leased Premises is shown on Exhibit A.

2. **Length of Term.** The term of this Lease shall be for one hundred and

twenty (120) days following the Effective Date (the “Lease Term”).

3. **Rent.** The monthly rent during the term of this Lease shall be due and payable by CCI in equal monthly installments of \$1000, plus sales and all other taxes CBW is authorized or obligated to collect on such transactions, to be paid to the CBW Finance Director or his representative on or before the close of business on the first day of each month for the previous month’s usage, without any prior demand therefor.

4. **Use of Leased Premises.** CCI may temporarily store scrap materials on the Leased Premises during the term of the Lease. So long as such scrap materials are drained of all fluids including anti-freeze, and so long as batteries and tires are removed, CCI may also accept scrap materials from the CBW general public and CBW for storage. CCI shall use the Leased Premises only for the purposes set forth above and no other purpose or purposes. CCI may construct temporary structures which are consistent with such permitted use. It is expressly understood by the parties that no provision of this Lease is intended to authorize CCI to operate a permanent scrap metal recycling or storage business on the Property.

5. **Subletting and Assignment.** CCI will not assign or encumber this Lease, in whole or in part, or sublet all or any part of the Leased Premises. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operations of law.

6. **Surrender of Possession.** Upon the expiration or earlier termination of the Lease Term, unless CCI and CBW have entered into a new lease for the Leased Premises commencing upon the termination of the Lease Term, CCI shall promptly and peaceably surrender the Leased Premises in as good order and condition as at the commencement of the Lease Term and at CCI's sole cost shall remove from the Property all stored scrap materials and all of CCI's buildings, equipment, and structures.

7. **Holding Over.** CCI’s continuing in possession of the Leased Premises after the expiration or earlier termination of the Lease Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, CCI’s continued possession of the Leased Premises after the end of the Lease Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rental equal to ~~150% of~~ the monthly rent in effect at the end of the Lease Term, subject to all other terms of this Lease.

~~For good cause, CBW may waive all or part of the increase in monthly rent during the holdover period. Notwithstanding the above, the holdover period may not exceed three months following the Lease Term.~~

8. **Work Practices.** CCI shall conduct its work on the Property in accordance with the Recycling Industry Operating Standard, and in compliance with all applicable laws and regulations.

9. **Force Majeure.** The parties shall not be deemed in default with respect to the performance of any of the terms, conditions and covenants of this Lease if the same shall be due to any act of God, any strike, lockout, earthquake, civil commotions or disturbances, invasion, rebellion, hostilities, military or usurped power, or sabotage.

10. **Inspection, Ingress, and Egress.** CBW reserves the right of ingress to and egress from the Property and the Leased Premises. CBW reserves the right to enter any part of the Property and the Leased Premises, including buildings or structures, for the purpose of inspection or environmental testing at any time. Except in the case of an emergency, all such inspections and environmental testing will be coordinated with CCI to minimize interference with its activities.

11. **Insurance.** CCI shall, at CCI's sole cost, keep in force during the term of this Lease and any holdover period the following insurance policies:

a. A policy of commercial general liability insurance covering property damage and liability for personal injury occurring on or about the Property, with limits in the amount of at least One Million Dollars (\$1,000,000) per occurrence for injuries to or death of any person.

b. Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of CBW.

c. A policy of site-specific pollution liability insurance specifically covering CCI's activities on the Property in the amount of at least One Million Dollars (\$1,000,000) per occurrence.

Copies of all insurance policies and a certificate of insurance with respect to each policy shall be delivered to CBW upon CCI taking occupancy of the Leased Premises and if there are any changes to the policies such changes shall be promptly provided to CBW. CBW shall be designated as an Additional Insured on each and every insurance policy by an endorsement to each policy. Copies of such endorsements shall be furnished to CBW promptly with respect to each insurance policy.

12. Prior Environmental Contamination and Surviving Obligations.

The parties understand that environmental contamination has existed on the Property prior to CBW's ownership. Pursuant to a duly executed Prospective Purchaser Agreement between CBW and the Alaska Department of Environmental Conservation (hereinafter "ADEC"), CBW is immune from action by ADEC for hazardous material as defined below existing prior to the purchase. The parties understand that any commingling of new hazardous waste with preexisting waste may expose both CBW and CCI to liability for pre-existing waste. Considering that environmental liability for hazardous waste release can be long lasting, the parties agree all the following Environmental and indemnification obligations shall survive the Lease Term.

13. Environmental Protection and Safety.

a. Hazardous Substances. The words "Hazardous Substances" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

b. Environmental Laws. The words "Environmental Laws" mean all federal, state and local statutes, regulations, ordinances, and requirements, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup, including without limitation (i) the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.); (ii) the Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.); (iii) the Federal Comprehensive Environmental

Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.); (iv) the Hazardous Materials Transportation act, 49 U.S.C. Section 5101, et seq.; (v) Alaska Environmental Conservation Act, Alaska Stat. §46.03.010 et seq.; (vi) Alaska Water Pollution Control and Waste Disposal Act, Alaska Stat. §46.03.050 et seq.; (vii) Alaska Oil and Hazardous Substance Pollution Control Act, Alaska Stat. §46.04.010 et seq.; (viii) Alaska Hazardous Substance Release Control Act, Alaska Stat. §46.09.010 et seq.; and (ix) Prohibited Acts and Penalties, Alaska Stat. §46.03.710 et seq., all as now or hereafter amended.

c. CCI shall immediately notify CBW upon becoming aware of any of the following: (i) any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (ii) any material contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property; (iii) any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property; and (iv) any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.

d. CBW reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and CCI shall cooperate fully with CBW in such inspection and investigations. If CBW at any time has reasonable cause to believe that CCI or any occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Lease or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, CBW may require CCI to furnish CBW at CCI's expense an environmental audit or a site assessment with respect to the matters of concern to CBW. Such audit or assessment shall be performed by a qualified consultant approved by CBW. Any inspections or tests made by CBW shall be for CBW's purposes only and shall not be construed to create any responsibility or liability on the part of CBW to CCI or to any other person or entity.

e. CCI shall be responsible for removing any Hazardous Substances from the Property following the termination of this Lease and shall clean up the Property to the standard required by law or regulation, environmental or otherwise, and to the reasonable satisfaction of CBW; provided that CBW's approval of a Property cleanup plan shall first be obtained.

f. To ensure prior contamination is not disturbed, CCI shall under no circumstances drill, dig, or otherwise disturb soil or any locale that CBW has identified as contaminated. CCI shall not transport any soil from the Property without CBW's permission.

g. CCI agrees that it will not store any Hazardous Substances on the Property. CCI further agrees to ensure that all fluids are drained from vehicles or other scrap materials before they are stored on the Property.

h. If Hazardous Substances introduced to the Property by CCI cause or result in residual contamination of the Property CCI shall be responsible for any such residual damage to the Property resulting therefrom.

i. CCI shall, at its sole cost and expense, dispose of all refuse resulting from its use of the Property, including garbage and food of any kind, by disposing all such materials not consumed on Property off-site or in a permitted landfill.

14. **Indemnification.**

a. CCI shall indemnify, defend, and hold CBW, its agents, and employees harmless from and against any and all liability, loss, suit, claim, judgment, fine, demand, damage, penalty, property damage, or personal injury of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred arising from or connected with this Lease, CCI's use or occupation of the Property, CCI's operations, or any act or omission by CCI, its agents, contractors, employees, customers, associates, invitees, or licensees. CCI shall give CBW reasonable notice of any such claims or actions.

b. Without limiting the foregoing, this indemnification obligation includes the payment of all costs of any investigation of site conditions, or any cleanup, abatement, remediation, removal, or restorative work required by this Lease, or by any federal, state, or local governmental agency with appropriate jurisdiction because of Hazardous Substances present in the soil or groundwater on or under the Property or other affected properties incurred, arising from, or connected with this Lease, CCI's use or occupation of the Property, CCI's operations, or any act or omission by CCI, its agents, contractors, employees, customers, associates, invitees or licensees.

15. **Events of Default.** Each of the following shall constitute an event of

default under this Lease:

a. The failure of CCI to pay monthly rent or any other sum of money due under this Lease within ten (10) days after the date such payment is due.

b. The failure of CCI to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from CBW to CCI, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as CCI shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

c. The use of the Leased Premises or buildings and improvements thereon for purposes other than those permitted herein, to which CBW has not given its written consent.

d. The commencement of a case under any chapter of the federal Bankruptcy Code by or against CCI, or the filing of a voluntary or involuntary petition proposing the adjudication of CCI as bankrupt or insolvent, or the reorganization of CCI, or an arrangement by CCI with its creditors, unless the petition is filed or case commenced by a party other than CCI and is withdrawn or dismissed within ninety (90) days after the date of its filing.

e. The admission in writing by CCI of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of CCI, unless such appointment shall be vacated within ten (10) days after its entry; CCI making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of CCI.

16. **Landlord's Remedies.** Upon the occurrence of an event default, CBW has all of the following remedies, all in addition to any other remedies that CBW may have at law or in equity:

a. CBW may terminate this Lease by written notice to CCI, upon which termination CCI shall immediately surrender possession of the Leased Premises, vacate the Leased Premises, and deliver possession of the Leased Premises to CBW. CCI hereby makes a present grant to CBW of a full, free and irrevocable license to enter into and upon the Leased Premises, in the event CBW terminates this Lease

in accordance with this subsection (a), and to repossess the Leased Premises, to expel or remove CCI and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing CBW's right to rent or any other right given to CBW hereunder or by operation of law.

b. CBW may by written notice declare CCI's right to possession of the Leased Premises terminated without terminating this Lease. CCI hereby makes a present grant to CBW of a full, free and irrevocable license to enter into and upon the Leased Premises, in the event CBW terminates CCI's right of possession in accordance with this subsection (b), and to repossess the Leased Premises, to expel or remove CCI and any others who may be occupying or within the Leased Premises, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing CBW's right to rent or any other right given to CBW hereunder or by operation of law.

c. CBW may recover from CCI, with or without terminating this Lease, actual attorney's fees and other expenses incurred by CBW by reason of CCI's default.

17. **Waiver.** The failure of either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver by said party of any such provision, breach or subsequent breach of the same, or any other provision. All rights and remedies of the parties hereunder, or otherwise available at law or in equity, are cumulative.

18. **Compliance with Laws.** Tenant's improvement and use of the Leased Premises shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the CBW Zoning Code, all applicable building codes, and orders of any governmental authorities having jurisdiction under any environmental law, now or hereafter in effect. CCI is responsible for obtaining any and all permits or easements necessary to access the Leased Premises from the Zimovia Highway.

19. **Modification.** This Lease may only be modified or amended by a

document in writing, executed by CCI and CBW.

20. **Time of Essence.** Time is of the essence of each provision of this Lease.

21. **Parties Interested Herein.** Nothing in this Lease, express or implied, is intended or shall be construed to give to any person or entity other than CBW and CCI any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of CBW and CCI, and their permitted successors and assigns.

22. **Addresses for Notices.** All notices, demands and requests from CCI to CBW shall be given to CBW at the following address:

Borough Manager
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929
jgood@wrangell.com

All notices, demands or requests from CBW to CCI shall be given to CCI at the following address:

Channel Construction, Inc.
Attn: William Tonsgard, Jr.
P.O. Box 33359,
Juneau, AK 99803
Email: [Insert W. Tonsgard email address]

Each party may, from time to time, designate a different address or different agent for service of process by giving written notice given to the other party.

23. **Interpretation.** Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

24. **Attorney's Fees.**

a. If CBW is involuntarily made a party to any litigation concerning this Lease or the Property by reason of any act or omission of CCI, or if CBW is made a party to any litigation brought by or against CCI without any fault on the part of CBW, then CCI shall pay the amounts reasonably incurred and expended by CBW, including the reasonable fees of CBW's agents and attorneys and all expenses incurred in defense of such litigation.

b. In the event of litigation between CBW and CCI concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for attorney's fees pursuant to Alaska Rule of Civil Procedure 82.

25. **Governing Law and Venue.** This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska and the City and Borough of Wrangell. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the First Judicial District at Wrangell.

26. **Severability/Binding Effect.** If any provision of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any other applications of such provision shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of the parties' heirs, executors, other legal representatives, successors and assigns.

27. **Execution in Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

28. **Entirety of Lease.** This Lease constitutes the entire and integrated agreement between CBW and CCI concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of CBW shall bind CBW or be enforceable by CCI unless specifically set forth in this Lease.

29. **Effective Date.** The Effective Date of this Lease is the date that it is executed by the parties following approval of the Lease by the CBW Assembly pursuant to Wrangell Municipal Code 16.08.100.

IN WITNESS WHEREOF, the parties have executed this Lease.

CHANNEL CONSTRUCTION, INC.

By: _____
William R. Tonsgard

Its: President

**CITY AND BOROUGH OF WRANGELL
ALASKA**

By: _____
Jeff Good

Its: Manager

ACKNOWLEDGEMENTS

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the day of January, 2023, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared **WILLIAM R. TONGARD**, President of CHANNEL CONSTRUCTION, INC., to me known and known to me to be the identical individual described herein and who executed the within and foregoing **SHORT TERM LEASE AGREEMENT** as President of Channel Construction, Inc., and he acknowledged to me that he signed the same in the name of and for and on behalf of said corporation, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the day of January, 2023, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared **JEFF GOOD**, Manager of THE CITY AND BOROUGH OF WRANGELL ALASKA, to me known and known to me to be the identical individuals described herein and who executed the within and foregoing **SHORT TERM LEASE AGREEMENT** as Manager of the City and Borough of Wrangell, Alaska, and he acknowledged to me that he signed the same in the name of and for and on behalf of said City and Borough, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public for Alaska
My commission expires: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	13

ORDINANCE No. 1035 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 5.10, PURCHASES AND SALES, OF THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Jeff Good, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 21: \$	FY 22: \$	FY23: \$
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Amount Budgeted:

	FY22 \$XXX
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Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ord 1035

RECOMMENDATION MOTION:

Move to Approve first reading of Ordinance No. 1035 and move to a Second Reading with a Public Hearing to be held on February 14, 2023.

SUMMARY STATEMENT:

The purpose of this Ordinance is to increase the \$25,000 threshold to \$50,000 for the borough manager's spending authority and also increasing the threshold for competitive bidding or quotes from \$10,000 to \$20,000 for when assembly approval is and is not required.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1035

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN
SECTIONS IN CHAPTER 5.10, PURCHASES AND SALES, OF
THE WRANGELL MUNICIPAL CODE

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

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

SEC. 1.Action. The purpose of this ordinance is to amend Section 5.10.030, When prior approval by the assembly is required; Section 5.10.040, When competitive bidding or quotations are required; and 5.10.050, When competitive bidding or quotations are not required, in the Wrangell Municipal Code.

SEC. 2.Amendment. Section 5.10.040 of the Wrangell Municipal Code is hereby amended as follows:

5.10.030 When prior approval by the assembly is required.

Every contract for, or purchase of, supplies, materials, equipment, contractual services, or public improvements for more than \$50,000 **[\$25,000]**, excluding freight, shall require the prior approval by motion or resolution of the assembly; and under no circumstances may such contract or purchase be made without first obtaining the approval of the assembly.

5.10.040 When competitive bidding or quotations are required.

A. Purchases of, or contracts for, supplies, materials, equipment, contractual services, or public improvements whose cost does not exceed \$20,000 **[\$10,000]** in a single transaction may be made on the open market without competitive bidding or quotations; provided, that such purchases or contracts are for budgeted items or items previously approved by the assembly.

B. Except as otherwise provided in WMC 5.10.050, purchases of, or contracts for, supplies, materials, equipment, or contractual services whose cost exceeds \$20,000 **[\$10,000]** but does not exceed \$50,000 **[\$25,000]** in a single transaction shall, at the option of the borough purchasing authority, be made in the open market by written quotation or telephone solicitation or through the competitive bidding process set out in subsection (C) of this section.

C. Except as otherwise provided in WMC 5.10.050, before any purchase of, or contract for, supplies, materials, equipment, or contractual services is made whose cost exceeds \$50,000 **[\$25,000]**, the borough purchasing authority shall submit to at least three persons, firms or corporations dealing in and able to supply the same, or to a smaller number if there are not three dealing in and able to supply

the same, invitations to bid and specifications to give them opportunity to bid. **[He shall also publish]** **Public** notice of the proposed purchase **shall be posted** in the newspaper of general circulation within the borough.

5.10.050 When competitive bidding or quotations are not required.

The following may be purchased or contracted for without giving an opportunity for competitive bidding or soliciting quotations:

A. Supplies, materials, equipment, or contractual services whose cost does not exceed **\$20,000** **[\$10,000]**, excluding freight costs, in a single transaction;

...

F. Supplies, materials, equipment, or contractual services which must be purchased from a specific source in order to prevent incompatibility with previously purchased supplies, materials, equipment, or contractual services. For purposes of this subsection the term “incompatibility” is defined as the inability to (1) interconnect, combine, interchange, or join, or (2) that which causes or necessitates maintenance expertise or training where such acquisition would result in substantial duplication. The assembly must approve by motion or resolution any purchase whose cost exceeds **\$50,000** **[\$25,000]** which is to be excluded from competitive bidding by the authority of this subsection;

...

K. Public improvement whose cost does not exceed **\$20,000** **[\$10,000]** in a single transaction.

SEC. 3. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

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

PASSED IN FIRST READING: _____, 2023

PASSED IN SECOND READING: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 01-23-1752 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE GENERAL FUND TRANSFERRING \$30,000 FROM THE GENERAL FUND RESERVES TO THE PARKS & RECREATION DEPARTMENT CIP FUND FOR THE POOL REPAIR PROJECT AND AUTHORIZING ITS EXPENDITURES

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$30,000

FY 20:	FY 21: \$30,000	FY22:
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Amount Budgeted:

Account Number(s):

24300 141 9999 00 24009

Account Name(s):

Parks & Recreation CIP Fund for Pool
Repair Project

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

\$

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution No. 01-23-1752

RECOMMENDATION MOTION:

Move to approve Resolution No. 01-23-1752.

SUMMARY STATEMENT:

The Swimming Pool has been losing water in the bottom of the pool's concrete basin, and repairs are needed before the pool can be returned to service.

PND Engineers reviewed the existing condition, the 2015 pool repairs method and materials, the original construction plans, and they developed a modified repair design. The Borough, on two separate occasions, issued RFP solicitations for the repair work and received no response to either solicitation.

In an attempt to further this repair project, staff have recommended a different approach based on feedback from a couple of the local contractors, who have suggested the work be performed on a Time and Expense (T&M) basis. While working through the manner in which we will select a contractor for construction of the repairs, it is advantageous to proceed in ordering the materials since they will require approximately several weeks to acquire.

Based on the revised design provided by the engineer, we have reassessed the value of the construction work and find that funding in the amount of \$30,000 is necessary for the material and labor to construct the repairs for the pool. The following is a breakdown of expected costs:

- Materials identified by engineer \$12,000 (to be purchased directly by the CBW)
- Pool basin repair construction \$18,000 (labor to be contracted)

Resolution 01-23-1752 amends the FY23 Budget to accommodate expenditures for this project by transferring \$30,000 from General Fund Reserves to the Parks & Recreation CIP Fund for the Pool Repair project.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 01-23-1752

RESOLUTION No. 01-23-1752 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE GENERAL FUND TRANSFERRING \$30,000 FROM THE GENERAL FUND RESERVES TO THE PARKS & RECREATION DEPARTMENT CIP FUND FOR THE POOL REPAIR PROJECT AND AUTHORIZING ITS EXPENDITURES

WHEREAS, the Swimming Pool has been identified to be losing water in the bottom of the pool's concrete basin, and repairs are needed to return the pool to service;

WHEREAS, funding in the amount of \$30,000 is required for the construction of repair project for the Swimming Pool.

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

Section 1: The FY 2023 Budget in the General Fund is amended to reflect a transfer of \$30,000 from General Fund Reserves to the Parks & Recreation CIP Fund for the Pool Repair Project and authorize its expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 24th day of January, 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	13

Approval of a Professional Services Agreement with R&M Engineering-Ketchikan, Inc. in the Amount of \$109,616 for the Alder Top Village Subdivision Road & Utilities Design Project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$109,616

FY 20: \$	FY 21: \$109,616	FY22: \$
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Amount Budgeted:

Account Number(s):

11300 000 9999 00 11017

Account Name(s):

CIP Fund for Alder Top Subdivision
Road & Utilities Project

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. R&M Fee Proposals for Monitoring Plan and for Final Engineering

RECOMMENDATION MOTION:

Move to approve a Professional Services Agreement with R&M Engineering-Ketchikan, Inc. in the amount of \$109,616 for the Alder Top Village Subdivision Road & Utilities Design Project.

SUMMARY STATEMENT:

R&M Engineering was selected in 2020 to perform the subdivision development with survey, wetland delineation, permitting, and initial design for the Alder Top Village Subdivision.

With the subdivision development complete and the final plat scheduled to be complete with monuments in place after construction of the roadway, the Borough has committed to completing the design and permitting and moving forward with construction of the roadway and utilities for the first phase of the subdivision development. R&M will further their design work to date to finalize design and develop construction bid ready documents.

R&M has provided a fee proposal for developing the monitoring plan, as required by the State Historical Preservation office, and a fee proposal to finalize the design. Together the two proposals total \$ 109,616.

It is recommended to enter into a Professional Services Agreement with R&M Engineering-Ketchikan, Inc. for the Alder Top Village Subdivision Road & Utilities Design project to advance the road and utilities infrastructure project.



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

Alder Top Village Monitoring Plan	Civil Engineer Level 4	Civil Engineer Level 2	Engineering Technician / Drafting	Registered Land Surveyor- Review	Survey Party Chief	Survey Tech	True North Archaeological Services	Total Cost Per Task
Hourly Rate	\$180.00	\$150.00	\$120.00	\$130.00	\$130.00	\$200.00	\$1.15	
Task B - Environmental								
Field Delineation / confirmation of Art Dunn's old work								\$0
Mapping and Field Report								\$0
Corp Permitting								\$0
Archeology Survey								\$0
Monitoring Plan	8						\$11,120	\$14,228
On Site Monitoring During Construction								\$0

Non Labor Hour Expenses	Rate	Quantity	Amount
Airfare	\$400		\$0
Local Housing	\$220		\$0
Misc Survey (Mons/Rebar)	\$500		\$0
Survey Equipment	\$300		\$0
Per Diem	\$64		\$0
Gas	\$5		\$0
Track Excavator Rental - Pothole Centerline	\$3,000		\$0
			\$0

Non Labor Cost	\$0
Total Labor Cost	\$14,228
Total Estimate	\$14,228

Signature

1/11/2023

Date



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

Alder Top Village Final Engineering	Civil Engineer Level 4	Civil Engineer Level 2	Engineering Technician / Drafting	Registered Land Surveyor-Review	Survey Party Chief	Survey Tech	True North Archeological Services	Total Cost Per Task
Hourly Rate	\$180.00	\$150.00	\$120.00	\$130.00	\$130.00	\$200.00	\$1.15	
Task A- Topographic Survey/Retracement								
Project Management								\$0
Survey Research								\$0
Survey Fieldwork-Retracement								\$0
Survey Fieldwork-Topo								\$0
Create multiple concept plats for review								\$0
Survey Preliminary Plat (both phases)								\$0
Phase 1 Plat- Set Corners and Pull old ones				4	56	40		\$15,800
Phase 1 Final Plat				4	16			\$2,600
Phase 2 Plat- Set Corners								\$0
Phase 2 Final Plat								\$0
Task B - Environmental								
Field Delineation / confirmation of Art Dunn's old work								\$0
Mapping and Field Report								\$0
Corp Permitting								\$0
Archeology Survey								\$0
Monitoring Plan								\$0
On Site Monitoring During Construction								\$0
Task C - Utilities Design, Phase 1 & 2								
Phase 1 & 2 Water Line Design & Permitting	8	24	40					\$9,840
Phase 1 & 2 Sewer Line Design and Permitting	8	24	40					\$9,840
Phase 1 Roadway Grading and Drainage	8	24	40					\$9,840
ADOT&PF Driveway Permit		8	16					\$3,120
Geotechnical Investigation of Roadway Centerlines (test holes)	8	24	32					\$8,880
Assist Wrangell Power & Light with Pole Layout / Alternatives	2	16						\$2,760
Construction Cost Estimates	12							\$2,160
Phase 2 Access Trail Design	4	16	16					\$5,040
Task D - Construction Services								
Assist with Bidding / Pre-Bid Meeting / Award	16	16						\$5,280
Review and Approve Contract Submittals	4		16					\$2,640
On-Site Construction Inspection								\$0
Compile Owner/Contractor Supplied As-built / testing data		8	24					\$4,080
Submit / Receive Approval to Operate from ADEC		4	16					\$2,520

\$18,400

\$0

\$46,440

\$14,520

Non Labor Hour Expenses	Rate	Quantity	Amount
Airfare	\$400	4	\$1,600
Local Housing	\$220	4	\$880
Misc Survey (Mons/Rebar)	\$500	1	\$500
Survey Equipment	\$300	5	\$1,500
Per Diem	\$64	4	\$258
Gas	\$5	50	\$250
Track Excavator Rental - Pothole Centerline	\$3,000	2	\$6,000
			\$10,988

Non Labor Cost	\$10,988
Total Labor Cost	\$84,400
Total Estimate	\$95,388

Signature

1/5/2023

Date

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 24, 2023
	<u>Agenda Section</u>	13

Approval for Staff to proceed with the Property Tax Foreclosures for the tax years 2017 to 2022 per Wrangell Municipal Code 05.04.370

SUBMITTED BY:

Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 21: \$	FY 22: \$	FY23: \$
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Amount Budgeted:

	FY22 \$XXX
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Account Number(s):

	XXXXX XXX XXXX
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Account Name(s):

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

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

RECOMMENDATION MOTION:

Move to authorize Staff to proceed with the Property Tax Foreclosures for the tax years 2017 to 2022 per Wrangell Municipal Code 05.04.370.

SUMMARY STATEMENT:

Both the Wrangell Municipal Code and the State Statutes allows for annual tax foreclosures for delinquent property taxes. These provisions assures that taxes will be collected so that cities counting on these revenues will not come up short when trying to provide public services such as police, fire, library, parks, pools, roads, and other basic services provided.

Generally, we try and do a foreclosure every other year. A foreclosure takes at a very minimum 15 months and usually longer to complete. The guidelines are governed by the State of Alaska and have many legal filings and some long waiting periods in between. Needless to say, it has been over 10 years since the last property tax foreclosure process has been done.

Section 5.04.370 of the Wrangell Municipal Code requires the assembly to elect to proceed with a foreclosure based on any and all delinquent real property taxes. Once the assembly approves the foreclosure we do the following:

1. Send a courtesy letter to all delinquent property tax owners that they have 30 days to avoid being on the foreclosure list.
 2. File a petition for judgment with the court
 3. Publish the foreclosure list in the paper for four consecutive weeks
 4. Motion for judgment after the foreclosure is in the paper
 5. Then there is a one year redemption period.
 6. At the end of the one year redemption period there is notice of Expiration of Redemption after the one year is completed.
 7. Wait 30 days after this publication.
 8. City would get deed to the property.
 9. Bring to the assembly to either use the property for a public purpose or get permission to sell it.
 10. When sold, the city would claim all taxes through the current year, penalties and Interest and any other foreclosure costs such as attorney fees, filing fees and publication costs.
- The balance of funds are returned to the foreclosed owner upon application by them.