



City and Borough of Wrangell
Borough Assembly Meeting
AGENDA

Tuesday, June 25, 2019
7:00 PM

Location: Borough Assembly Chambers
City Hall

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Julie Decker
- b. CEREMONIAL MATTERS

i. **PROCLAMATION** - Police Chief, Doug McCloskey

2. ROLL CALL

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

- a. Consent Agenda MOTION
- b. Assembly Minutes - June 11, 2019 (Regular)
- c. Special Events Permit Application - Wrangell Elks Lodge 1595
- d. CORRESPONDENCE: School Board Minutes

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report (KYP)
- b. Nolan Center Report
- c. Capital Facilities Department Report
- d. Water Report

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS - None.

11. PUBLIC HEARING

- a. **PROPOSED ORDINANCE No. 964** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO REPEAL SECTION 3-9 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL

12. UNFINISHED BUSINESS – None.

13. NEW BUSINESS

- a. **PROPOSED ORDINANCE NO. 965** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 15.12, ELECTRICITY, BY ADDING SECTION 15.12.193 RATE STABILIZATION
- b. **RESOLUTION No. 06-19-1471** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE EXTENSION OF TIDELANDS LEASE, LOT 2, BLOCK 84B, TIDELANDS RESUBDIVISION OF THE WRANGELL TIDELANDS ADDITION
- c. **RESOLUTION NO 06-19-1472** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE HARBOR MAINTENANCE/SECURITY POSITION
- d. Approval of a Sole Source Contract, in conformance with WMC 5.10.050(F), with Meridian Systems for the Nolan Center's Direct Digital (Temperature) Control Upgrades, in the Amount of \$32,523
- e. **RESOLUTION NO. 06-19-1473** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2020 BUDGET IN THE WATER FUND BY TRANSFERRING \$97,243 FROM THE WATER FUND RESERVES TO THE WATER FUND CIP EXPENDITURES FOR THE BENNETT STREET WATER MAIN IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURES
- f. Approval of a Sole Source Contract, in conformance with WMC 5.10.050(G), with SECON for the Bennett Street Water Main Improvements in the amount of \$97,243
- g. Approval of Property, Liability and Workers Compensation Insurance Policies Renewal with Alaska Public Entity Insurance (APEI) in the Amount of \$300,517.86
- h. Approval to Dispose of City Surplus Property

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

15. EXECUTIVE SESSION

16. ADJOURNMENT

PROCLAMATION

Of the City and Borough of Wrangell

Honoring Wrangell Police Chief, Arlen Douglas McCloskey upon his retirement and recognizing his dedicated service to the City and Borough of Wrangell

WHEREAS, Doug McCloskey worked as a Police Officer at the Beaverhead County Sheriff's department from 1981 to 1992; and

WHEREAS, Doug McCloskey held a U.S. Merchant Marine Officer License with the U.S. Coast Guard from June 2001 to June 2006; and

WHEREAS, Doug McCloskey moved to Wrangell in 1992 to become a Wrangell Police Officer; and

WHEREAS, Doug McCloskey was appointed as Wrangell Chief of Police on June 1, 2003; and

WHEREAS, over the years, Doug McCloskey maintained a professional community policing department with the goal of Public Safety and helping the citizens of Wrangell. He worked with children as the DARE officer and as the Alaska Hunter Safety Instructor for many years.

As Police Chief, he continued to work with the school with firearm safety and shooting instruction. He regularly volunteered his time in non-police functions at community events such as using his massive self-made BBQ grill to cook or by delighting our youth as Santa Claus!

Chief McCloskey is a long-time supporter for the Wrangell Chapter of the Alaska Peace Officers Association and could be found at the "Chicken Booth" every 4th of July.

Chief McCloskey volunteered countless hours of his personal time, at all hours of the day or night, to help anyone with removing porcupine quills from dogs, or with humane euthanasia of sick or elderly pets.

NOW, THEREFORE, be it resolved that I, Stephen Prysunka, Mayor of the City & Borough of Wrangell, Alaska, do hereby recognize and honor Arlen Douglas McCloskey, upon the occasion of his retirement.

Stephen Prysunka, Mayor

Attest: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA
Consent Agenda MOTION
<i>Move to approve the Consent Agenda as submitted.</i>
<u>SUBMITTED BY:</u> Kim Lane, Borough Clerk

INFORMATION:

Consent agenda. *Items listed on the consent agenda or marked with an asterisk (*) are considered routine and will be passed in one motion; provided, upon the request of any member, the manager, or the clerk, an item on the consent agenda shall be removed from the consent agenda and placed under New Business for assembly action.*

Minutes of Regular Assembly Meeting

Held on June 11, 2019

Mayor Stephen Prysunka called the Regular Assembly meeting to order at 7:00 p.m., June 11, 2019, in the Borough Assembly Chambers. The pledge was led by Assembly Member Jim DeBord and the roll was called.

PRESENT: PRYSUNKA, GILBERT, DELONG, POWELL, MORRISON, DECKER, DEBORD

ABSENT: NONE

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

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD

Don McConachie, Citizen gave an invocation.

Mr. McConachie also commented on the Water Shortage and on past processes.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST

DeBord declared a potential Conflict of Interest to item 12a since he is an employee of SEARHC and they provide services to the School. Mayor Prysunka stated that he didn't see a conflict. There were no objections from the Assembly.

CONSENT AGENDA

- a. Assembly Minutes - May 28, 2019 (Regular)
- b. Assembly Minutes - May 31, 2019 (Special)
- c. CORRESPONDENCE: School Board Action - May 20, 2019 (Regular)

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

BOROUGH MANAGER'S REPORT

Manager Von Bargaen's reported on the following items:

- Postponing June 12th Water Conservation Town meeting
- Had the first of the weekly water conservation meetings with City Staff and major users, including Fish Processors; will report to the community on the water conservation needs; will also report the efforts taken to conserve; both Fish Processors will be using saltwater as much as possible.

Decker encouraged the Manager to reschedule as soon as possible since usage will be increasing with the Fish Processors in the near future.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka provided a SEAPA water level update; still about 15 feet below where we were at this time last year; thanked Dale Parkinson for posting some energy conservation measures on Social Media.

DeLong encouraged everyone to keep talking about water conservation and saying what community members are doing to conserve.

Decker suggested that we publish the Water Shortage Plan document to Social Media in small chunks so that its more digestible for the community.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING

11a PROPOSED ORDINANCE No. 962 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING SECTION 13.12.050, FEE SCHEDULES, IN ITS ENTIRETY AND ESTABLISHING A NEW PROCESS FOR FEE SCHEDULES IN CHAPTER 13.12, PARKS AND RECREATION DEPARTMENT, OF THE WRANGELL MUNICIPAL CODE

Mayor Prysunka declared the Public Hearing open on this item.

There were no persons to be heard on this item

Mayor Prysunka declared the Public Hearing closed on this item.

M/S: Gilbert/Powell to approve Ordinance No. 962.

11b PROPOSED ORDINANCE No. 963 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.09.045, CONFIDENTIAL INFORMATION, IN CHAPTER 5.09, EXCISE TAX ON MARIJUANA, OF THE WRANGELL MUNICIPAL CODE

Mayor Prysunka declared the Public Hearing open on this item.

There were no persons to be heard on this item

Mayor Prysunka declared the Public Hearing closed on this item.

M/S: Gilbert/Powell to approve Ordinance No. 963.

UNFINISHED BUSINESS

12a PROPOSED RESOLUTION No. 06-19-1467 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE BUDGET FOR ALL FUNDS OF THE CITY OF WRANGELL, ALASKA, FOR THE FISCAL YEAR 2019-2020

M/S: Decker/Morrison to approve Resolution No. 06-19-1467 adopting the Budget for all Funds of the City & Borough of Wrangell, Alaska for the Fiscal Year 2019-2020. Motion approved unanimously by polled vote.

NEW BUSINESS

13a PROPOSED RESOLUTION No. 06-19-1468 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, LEVYING A GENERAL TAX FOR SCHOOL AND MUNICIPAL PURPOSES UPON ALL TAXABLE PROPERTY WITHIN THE BOROUGH FOR THE TAX YEAR 2019 PURSUANT TO WRANGELL MUNICIPAL CODE SECTION 5.04.010; PROVIDING FOR THE COLLECTION OF TAXES DUE IN 2019 AND PRESCRIBING PENALTIES AND INTEREST FOR DELINQUENT TAXES

M/S: Decker/Gilbert to approve Resolution No. 06-19-1468 levying a general tax for school and municipal purposes upon all taxable property within the Borough for the Tax Year 2019 pursuant to Wrangell Municipal Code Section 5.04.010; providing for the taxes due in 2019 and prescribing penalties and interest for delinquent taxes.

Von Barga reported to the Assembly that she had a teleconference call with the Alaska Municipal League and other Municipalities regarding education funding and the potential impacts that there may be on the delay on the budget passing and the school districts funding; believes that there will be a movement to take the minimum contribution to school from 2.65 Mills back up to 4 Mills; also a recommendation to lower the Base Student Allocation; this would lower the amount that the municipalities can contribute to schools.

Motion approved unanimously by polled vote.

13b PROPOSED ORDINANCE No. 964 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO REPEAL SECTION 3-9 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL

M/S: Gilbert/DeLong to approve first reading of Ordinance No. 964 and move to a second reading with a Public Hearing to be held on June 25, 2019. Motion approved unanimously by polled vote.

13c PROPOSED RESOLUTION No. 06-19-1469 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE FEE SCHEDULE FOR USE OF PARKS AND RECREATION FACILITIES AND PARTICIPATION IN PARKS AND RECREATION PROGRAMS

M/S: Morrison/DeLong to approve Resolution No. 06-19-1469 establishing the fee schedule for use of Parks & Recreation Facilities and participation in Parks & Recreation programs. Motion approved unanimously by polled vote.

13d PROPOSED RESOLUTION No. 06-19-1470 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2019 BUDGET IN THE SECURE RURAL

SCHOOLS FUND INCREASING THE REVENUE FROM THE SECURE RURAL SCHOOLS PAYMENT IN THE AMOUNT OF \$154,475.32 (FROM \$832,105 TO \$986,580.32)

M/S: Gilbert/Morrison to approve Resolution No. 06-19-1470 amending the FY19 Budget in the Secure Rural Schools Fund increasing the revenue from the Secure Rural Schools Payment in the amount of \$154,475.32 (from \$832,105 to \$986,580.32). Motion approved unanimously by polled vote.

Prysunka stated that the Attorney's file was available for review by the Assembly in the Clerk's office.

EXECUTIVE SESSION

15a Discussion with the Borough Attorney and Borough Manager on the upcoming IBEW Union Negotiations and the City & Borough of Wrangell's Collective Bargaining Agreement

M/S: Decker/Gilbert moved to go into Executive Session to discuss upcoming union negotiations and CBW's Collective Bargaining Agreement with the Borough Attorney and the Borough Manager.

*Regular Assembly meeting recessed into Executive Session at 7:33 p.m.
Regular Assembly meeting reconvened into Regular Session at 8:23 p.m.*

Regular Assembly meeting adjourned at 8:23 p.m.

Patricia Gilbert, Vice-Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



Alcohol and Marijuana Control Office

950 W 7th Avenue, Suite 1600

Anchorage, AK 99501

AMCO PERMIT@alaska.gov

http://www.alaska.gov/web/amco

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-05: Special Events Permit Application**What is this form?**

This special events permit application form is required for a nonprofit fraternal, civic, or patriotic organization (active for a period of at least two years before application and incorporated under AS 10.20) to sell or dispense beer or wine for a specific occasion. A separate form must be completed for each event. All sections of this form must be completed. This form must be signed by the president and secretary of the organization, and by the law enforcement agency having jurisdiction over the site of the occasion for which this permit is sought before it is submitted to AMCO staff for review. The required fee of **\$50 per day** may be made by credit card, check, or money order.

PLEASE NOTE:

This form must be completed and submitted to AMCO's main office in-person or to amco.permit@alaska.gov at least ten days in advance of the event. Your corporation must be in good standing with the Alaska Division of Corporations in order to qualify. No more than five special events permits may be granted to an organization, including its auxiliary, in any one calendar year. Applications that are submitted with inaccurate or incomplete fields will be returned to the applicant, per AS 04.11.240, 3 AAC 304.105, and 3 AAC 304.675.

Any event occurring in an outdoor location must have a written security plan attached to this form.

If the completed application is approved by AMCO, a permit will be issued to the applicant for posting at the event.

Section 1 – Nonprofit and Contact Information

Enter information for the organization seeking the permit.

Nonprofit Corporation:	WRANGELL ELKS Lodge No. 1595 BENEVOLENT AND PROTECTIVE			
Alaska Entity #:	47627D	AK Formed Date:	ORDER OF ELKS OF THE UNITED STATES	
Business Address:	PO BOX 377			
City:	WRANGELL	State:	Alaska	ZIP: 99929
Contact Person:	SHIRLEY CLARK		Contact Phone:	907-305-0909
Contact Email:	SJCBOOKKEEPING@gmail.com			

OFFICE USE ONLY			
Permit #:		Transaction #:	
Issue Date:		Fee Amount:	
Permits Granted:	of 5 this calendar year	OLE:	



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
amco.permits@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-05: Special Events Permit Application

Section 2 – Event Information

Enter information regarding the specific event for which you are seeking a permit.

Event Name:	4TH OF JULY BEER GARDEN
Event Description:	OUTSIDE BEER GARDEN
Event Location:	AILEY ON OUTSIDE OF BUILDING
Event City:	WRANGELL, AK 99929

Date(s):	JUNE 28 TH , 2019 THROUGH JULY 4 TH , 2019		
Start Time:	12:00 am (pm)	End Time:	10:00 am (pm)

Location of Event:

Yes No

1. Is this event going to take place on school or church grounds?

☐ ☒

If "Yes" to question 1, please attach authorization from the school or church for the service of alcohol during the event at the proposed location.

2. Is there an existing liquor license of any type at the event location?

☒ ☐

If "Yes" to question 2, please provide the following information:

License Type:	LIQUOR	License #:	370
Doing Business As:	WRANGELL EIKS #1595		

Reason event held on an existing licensed premises:

ANNUAL CELEBRATION, ALLOWS OUR MEMBERS TO ENJOY SITTING OUTSIDE WEATHER PERMITTING.



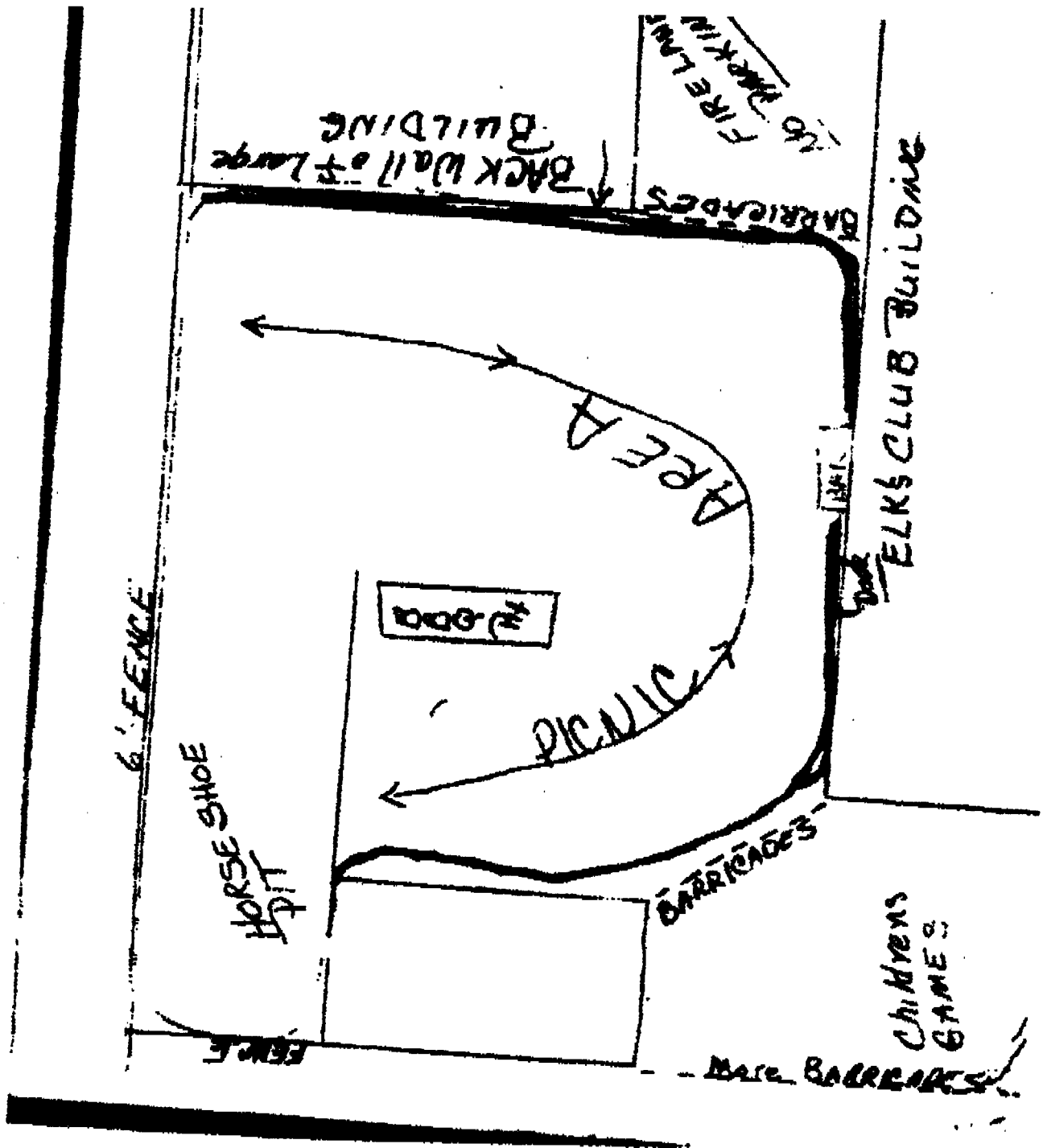
Alaska Alcoholic Beverage Control Board

amco.permits@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0351

Form AB-05: Special Events Permit Application**Section 3 – Detailed Premises Diagram**

Clearly indicate the boundaries of the premises and the proposed permitted area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, and consumption. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

SEE
ATTACHED



RECEIVED
JUN 11 2010
ANGERMANS INC



Wrangell Lodge No. 1595
BENEVOLENT AND PROTECTIVE ORDER OF ELKS
P.O. Box 377
Wrangell, AK 99929
907-874-3716 Club 907-874-3742 Lodge Fax
907-874-3129 Lodge Secretary 907-874-4129 Fax
Email: wrangell1595@elks.net

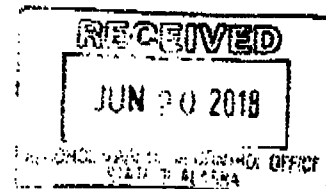
**Written Security Plan
For Outside Beer Garden**

~~On July 3rd & 4th 2018~~

June 28th - July 4th 2019

1. Anyone attending outside BBQ area will have to go through the actual Elks Building to access the picnic area. The Elks has employees and Elks Officers checking for under age people who may attempt to enter without parent or guardian.
2. A Large Storage Van is set up outside beside the Horseshoe pit blocking most of the Area, the open portion will be roped off or barricaded.
3. The Alley Way (Fire Lane) will also be roped off or blocked with barricades.
4. Behind the horseshoe pit is a permanent 6 foot high by at least 60 foot long fence.
5. There will be posted signs stating "no minors allowed without parental guardian".

Wrangell Elks Lodge #1595
Shirley Clark
Lodge Secretary



Elks Care-Elks Share



Alaska Alcoholic Beverage Control Board

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

amco.permits@alaska.gov

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

Phone: 907.269.0350

Form AB-05: Special Events Permit Application

Section 4 - Servers

Enter information for all servers at the event. Additional copies of this page may be included.

Name:	Dawn Angerman			Alcohol Server Education Card?	
Date of Birth:	7/7/63	AK Driver License #:	0720991	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Name:	Jasmine Clyburn			Alcohol Server Education Card?	
Date of Birth:	9/9/1990	AK Driver License #:	7254328	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Name:	Barbara Hammel			Alcohol Server Education Card?	
Date of Birth:	11-14-1947	AK Driver License #:	1003539	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Name:	Jeff Angerman			Alcohol Server Education Card?	
Date of Birth:	5/29/59	AK Driver License #:	0720537	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Name:	William Messmer			Alcohol Server Education Card?	
Date of Birth:	12/14/46	AK Driver License #:	0376926	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Name:				Alcohol Server Education Card?	
Date of Birth:		AK Driver License #:		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Name:				Alcohol Server Education Card?	
Date of Birth:		AK Driver License #:		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Name:				Alcohol Server Education Card?	
Date of Birth:		AK Driver License #:		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Name:				Alcohol Server Education Card?	
Date of Birth:		AK Driver License #:		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Name:				Alcohol Server Education Card?	
Date of Birth:		AK Driver License #:		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

amco.permits@alaska.gov

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

Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board

Form AB-05: Special Events Permit Application

Section 5 - Declarations and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that this nonprofit organization has been active and incorporated under AS 10.20 for a period of at least two years before this application, and that all profits derived from the sale of beer or wine are paid to the organization and not to an individual.



I have attached a certified copy of the resolution of the board of directors authorizing this application.



I certify that I will comply with all statutes, ordinances, and regulations pertaining to the possession and sale of alcoholic beverages, and I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any permit issued.



As an applicant for a special events permit, I declare under penalty of perjury that this application, including all accompanying schedules and statements, is true, correct, and complete.

Barbara J Hommel ER
Signature of president of organization



Mary Svenson

NOTARY PUBLIC-STATE OF ALASKA

My Comm. Expires 11-15-2020

Notary Public in and for the State of ALASKA

Barbara J Hommel ER
Printed name of president of organization

My commission expires: 11-15-2020Subscribed and sworn to before me this 7th day of June, 2019.

Shirley J Clark
Signature of secretary of organization

SHIRLEY J Clark
Printed name of secretary of organization



OFFICIAL STAMP
TERRIE L. RICHARDS
NOTARY PUBLIC-OREGON
COMMISSION NO. 957809
MY COMMISSION EXPIRES JANUARY 23, 2021

Terrie L Richards
Notary Public in and for the State of ~~ALASKA~~ OREGON

My commission expires: 1/23/2021Subscribed and sworn to before me this 7 day of June, 2019.

Law Enforcement and AMCO Review:

[Signature]
Signature of local law enforcement

8-1
Badge number

Approved ☒ Disapproved ☐

Doug McCluskey
Printed name of local law enforcement

6/9/19
Date

Approved ☐ Disapproved ☐

Signature of Program Coordinator

Signature of AMCO Investigator/Director

Printed name of Program Coordinator

Printed name of AMCO Investigator/Director

Date

AMCO Comments:

PROCEEDINGS

MINUTES WRANGELL SCHOOL BOARD REGULAR MEETING April 15, 2019 6:30 PM Evergreen Elementary School Gym

<p>School Board President Aleisha Mollen called the regular meeting of the Wrangell Public School Board to order at 6:30 P.M. on April 15, 2019.</p>	<p>CALL TO ORDER</p>
<p>A quorum was determined with the following school board members present: Aaron Angerman, David Wilson and Aleisha Mollen. Annya Ritchie and Jessica Rooney were absent, excused. Also present was Superintendent Debbe Lancaster and Recording Secretary Kimberly Powell.</p>	<p>DETERMINE QUORUM</p>
<p>The Pledge of Allegiance was recited, led by High School Student Kellan Eagle.</p>	<p>PLEDGE OF ALLEGIANCE</p>
<p>The District Mission, Vision and Values were recited by High School Student Kellan Eagle.</p>	<p>DISTRICT MISSION, VISION AND VALUES</p>
<p>Student Body President Kellan Eagle gave a verbal report to submit the written report included in the packet.</p>	<p>STUDENT REPRESENTATIVE REPORT</p>
<p>Recessed into a Public Hearing at 6:34 PM.</p>	<p>RECESSED INTO PUBLIC HEARING AT 6:34 PM</p>
<p>There were no public comments on the Report Card to the Public. Reconvened into Regular Session at 6:37 PM.</p>	<p>RECONVENED INTO REGULAR SESSION AT 6:37 PM</p>
<p>The agenda was approved as presented, by unanimous consent.</p>	<p>APPROVAL OF AGENDA</p>
<p>There were no guests to be heard.</p>	<p>GUESTS TO BE HEARD</p>
<p>There was no correspondence to review.</p>	<p>REVIEWED CORRESPONDENCE</p>
<p>Information & Reports were accepted by unanimous consent.</p>	<p>ACCEPTED INFORMATION & REPORTS</p>
<p>Motion to approve the items on the consent agenda as presented by Aaron Angerman; seconded by David Wilson. Poll vote: Aaron Angerman: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.</p> <ul style="list-style-type: none"> • Approved the minutes of the March 18, 2019 Regular Board Meeting • Offered Adeline Esco a contract for the 2019-2020 school year for the position of K-12 counselor, pending receipt of a Type C counseling certificate • Offered Rita Crouch as contract for the 2019-2020 school year for the position of academic counselor • Reviewed the resignation of: <ul style="list-style-type: none"> o Allen High, Long-term Substitute Art Teacher o Lu Knapp, IEA Coordinator o Aimee Romeijn, School Counselor o Virginia Tulley, Elementary School Principal 	<p>APPROVED THE ITEMS ON THE CONSENT AGENDA</p>
<p>Motion to approve the application and award of the APEI Safety Equipment and Training Grant in the amount of \$1,000.00 by Aaron Angerman, seconded by Dave Wilson. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.</p>	<p>APPROVED THE APPLICATION AND ACCEPTED THE AWARD OF THE APEI SAFETY GRANT</p>
<p>Motion to accept the first reading of Board Policy 3515, School Safety and Security as revised by Aaron Angerman, seconded by Dave Wilson. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING OF BOARD POLICY 3515, SCHOOL SAFETY AND SECURITY</p>
<p>Motion to accept the first reading of Board Policy 5131.7, Weapons in School as written by Dave Wilson; seconded by Aaron Angerman. Poll vote: Aaron Angerman: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING OF BOARD POLICY 5131.7, WEAPONS IN SCHOOL</p>
<p>Motion to accept the first reading of Board Policy 5131, Student Possession & Use of Portable Electronic Devices, Including Cellular Phones by Aaron Angerman, seconded by Dave Wilson. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING OF BOARD POLICY 5131, STUDENT POSSESSION & USE OF PORTABLE ELECTRONICS</p>

Motion to accept the first reading of Board Policy 5145.3, Nondiscrimination by Aaron Angerman, seconded by Dave Wilson. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 5145.3,
NONDISCRIMINATION**

Motion to accept the first reading of Board Policy 7124, Student Representative to the Board as presented, and to direct the administration to begin advertising for a student representative to serve during the 2019-2020 school year by Aaron Angerman; seconded by Dave Wilson. Poll vote: Aaron Angerman: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE FIRST
READING OF BOARD
POLICY 7124, STUDENT
REPRESENTATIVE TO
THE BOARD**

Motion to accept the second reading of Board Policy 5125.3, Withholding Grades or Transcripts for inclusion in the policy manual by Aaron Angerman, seconded by Dave Wilson. Poll vote: Aaron Angerman: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 5125.3,
WITHHOLDING GRADES
OR TRANSCRIPTS**

Motion to accept the second reading of Board Policy 7126, Board Tracking and Reporting Protocols for inclusion in the policy manual by Aaron Angerman, seconded by David Wilson. Poll vote: Dave Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY 7126, BOARD
TRACKING AND
REPORTING PROTOCOLS**

The Board reviewed Board Policy 5131.44, Use of Force to Maintain Safety and Order and the accompanying administrative regulation.

**REVIEWED BOARD
POLICY 5131.44, USE OF
FORCE TO MAINTAIN
SAFETY & ORDER
ADOPTED RESOLUTION
19-02, OPPOSING
REDUCTIONS IN
EDUCATIONAL FUNDING**

Motion to adopt Resolution 19-02, Opposing Reductions in Educational Funding and forward it to the legislature by Aaron Angerman, seconded by Dave Wilson. Poll vote: Aaron Angerman: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

Reviewed the upcoming dates and meeting announcements.

**REVIEWED DATES & MTG
ANNOUNCEMENTS**

There were no board member community activity reports.

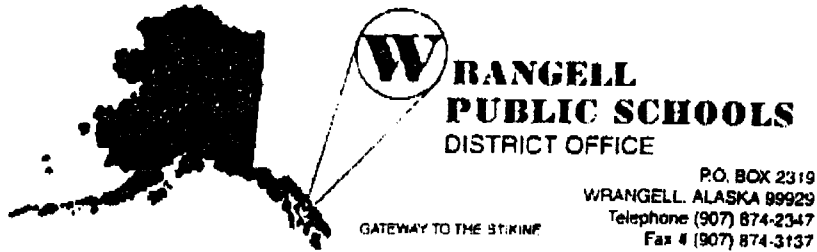
**BOARD MEMBER COMMUNITY
ACTIVITY REPORTS**

Meeting Adjourned at 7:27 P.M.

ADJOURNED AT 7:27 P.M.



SCHOOL BOARD SECRETARY



**WRANGELL PUBLIC SCHOOLS
RESOLUTION NO 19-02**

Whereas the Constitution of the State of Alaska in Article 7, Section 1 provides for public schools open to all children;

Whereas the policy of education is defined in Alaska Statute AS 14.03.015;

Whereas the proposed budget for FY20 will cause significant and irreparable harm to school districts, communities, families, and students;

Whereas the Administration has failed to provide any data to determine the effect of the proposed reductions on Alaska's economy through the loss of jobs;

Whereas the budget proposal reduces the Base Student Allocation (BSA) by 22.9%, the largest reduction since statehood;

Whereas the budget proposal eliminates school bond debt reimbursement shifting the liability onto municipalities;

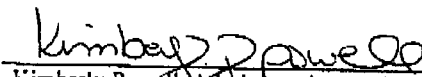
Whereas the proposed budget eliminates early childhood programs harming our most vulnerable population;

Whereas the proposed budget will mean the catastrophic loss of teaching positions, untenable increased class sizes, and complete elimination of academic and extra-curricular programs;

Whereas budget reductions of this magnitude will have significant detrimental effect on student achievement, reverse academic gains, and adversely affect current and future students for many years to come;

Now therefore be it resolved that the Wrangell Public School District Board of Education is adamantly opposed to reductions in educational funding.

 , Board President

ATTEST: 
Kimberly Powell, Administrative Assistant

PROCEEDINGS

**MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING
April 30, 2019, 6:00 PM
Evergreen Elementary School Gym**

President Aleisha Mollen called the Special Meeting of the Wrangell Public School Board to order at 6:03 PM on Tuesday, April 30, 2019. **CALL TO ORDER**

A quorum was determined with the following school board members present: Aleisha Mollen, Annya Ritchie, Jessica Rooney and Dave Wilson. Aaron Angerman was absent, excused. Also present was Superintendent Deborah Lancaster and Recording Secretary Kimberly Powell. **DETERMINE QUORUM**

Motion to adopt the fiscal year 2020 budget as presented for submittal to the City and Borough of Wrangell for their approval by Jessica Rooney, seconded by Dave Wilson. Poll vote: Annya Ritchie: No; Jessica Rooney: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes. Motion approved. **ADOPTED THE FY'20 BUDGET**

Meeting Adjourned at 6:33 P.M.

ADJOURNED AT 6:33 P.M.



SECRETARY/TREASURER

PROCEEDINGS**MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING
May 10, 2019, 3:30 PM
Evergreen Elementary School Room 101-Intermediate**

President Aleisha Mollen called the Special Meeting of the Wrangell Public School Board to order at 3:30 PM on Friday, May 10, 2019.

CALL TO ORDER

A quorum was determined with the following school board members present: Aaron Angerman, Aleisha Mollen, Annya Ritchie, Jessica Rooney and Dave Wilson. Also present was Superintendent Debbe Lancaster and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

Motion to enter into a Memorandum of Agreement with the Wrangell Teachers Association regarding the Elementary Assistant Principal/Head Teacher position as presented by Jessica Rooney; seconded by Aaron Angerman. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: No; Aleisha Mollen: Yes. Motion approved.

**ENTERED INTO A
MEMORANDUM OF
AGREEMENT WITH WTA
RE ELEMENTARY
SCHOOL ASSISTANT
PRINCIPAL/HEAD
TEACHER**

Motion to allow Board Member Angerman to abstain from voting on a contract addendum for his wife, Mikki Angerman by Jessica Rooney; seconded by Annya Ritchie. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

**ALLOWED AARON
ANGERMAN TO ABSTAIN
FROM VOTING ON A
CONTRACT ADDENDUM
FOR HIS WIFE**

Motion to offer Mikki Angerman a contract addendum for ½ hour at her per diem rate for conducting parent/teacher conferences by Jessica Rooney; seconded by Dave Wilson. Poll vote: Jessica Rooney: Yes; David Wilson: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

**OFFERED MIKKI
ANGERMAN A
CONTRACT ADDENDUM
FOR PARENT/TEACHER
CONFERENCES**

Motion to offer Laura Davies and Michelle Jenkins a contract addendum as presented for conducting parent/teacher conferences by Jessica Rooney; seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

**OFFERED LAURA DAVIES
AND MICHELLE JENKINS
A CONTRACT ADDENDUM
FOR PARENT/TEACHER
CONFERENCES**

Motion to offer Ryan Howe and Shane Phillips a contract addendum for teaching Special Education Extended School Year in August as presented by Aaron Angerman, seconded by Jessica Rooney. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

**OFFERED RYAN HOWE
AND SHANE PHILLIPS A
CONTRACT ADDENDUM
FOR SPECIAL
EDUCATION EXTENDED
SCHOOL YEAR**

Motion to offer Jennifer Miller a contract addendum for the position of Assistant Principal/Head Teacher during the 2019-2020 school year as presented by Jessica Rooney; seconded by Aaron Angerman. Poll vote: Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

**OFFERED JENNIFER
MILLER A CONTRACT
ADDENDUM FOR THE
POSITION OF ASSISTANT
PRINCIPAL/HEAD
TEACHER**

Motion to offer extracurricular contracts for the 2019-2020 school year, as presented by Aaron Angerman; seconded by Jessica Rooney. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

**OFFERED
EXTRACURRICULAR
CONTRACTS FOR THE
2019-2020 SCHOOL YEAR**

The School Board reviewed the resignation of Jessica Whitaker, Head Volleyball Coach.

**REVIEWED RESIGNATION
OF JESSICA WHITAKER**

Meeting Adjourned at 3:47 P.M.

ADJOURNED AT 3:47 P.M.



SECRETARY

June 18, 2019 KYP:

SEAPA Board Meeting:

The SEAPA Board meeting is taking place here in Wrangell at the Nolan Center tomorrow and Thursday. I will be attending the meeting from 9-5 on Wednesday and from 8-12 on Thursday. I would like to postpone this week's Staff meeting until 2pm on Thursday. Please text me if anyone needs anything.

US Customs & Border Protection (CBP) Office:

The Borough received a letter from CBP at the end of May advising us the State of Alaska is evicting them from the space at the airport. Further, a review of their work in Wrangell reveals that the majority is related to vessels (including passengers and crew), not aircraft. CBP requires ports and airports where they provide service to provide office space. CBP advised us they would be closing the Wrangell office if the Borough could not provide office space. There is a spare office at the Public Safety Building which has been offered to CBP. As the details of this agreement are worked through, they will be reported to the Assembly.

Sand Blast Material Criminal Investigation:

Two criminal investigators, one from ADEC and one from the EPA, were in Wrangell last week investigating reports of illegal disposal of sand blast material by contractors working in the Marine Service Center. The investigators based themselves out of the Harbor Office (they could not say enough about Greg's hospitality and assistance). They met with Greg and reviewed records. They met with Rolland to discuss if and how sand blast material might be disposed of through our Solid Waste department. It is not accepted – period. They conducted interviews with contractors in the Marine Yard and with citizens around town. They collected samples (including the material that was pulled out of the water when dumping off the Marine Yard was discovered quite some time ago) and sent those off to the lab for testing. Greg and I had time to meet with them to discuss the Borough's plans for changing the way new sand shipped in, and used sand being shipped out is tracked, monitored, documented to ensure quantities are accounted for and there is proof of appropriate transportation and disposal at an appropriate facility. We have no idea what the outcome will be, or when. We will be sure to keep you posted. As this is a criminal investigation it is likely we will not know anything unless charges are filed.

Kane County vs. United States

Kane County sued the US for an under payment of the federal PILT (Payment in Lieu of Taxes). This became a class action lawsuit with all municipalities that receive a PILT (if your municipality opted in). Wrangell opted in immediately. In May the judgements (payments) were determined. Municipalities were asked to submit a payment questionnaire by the 17th of June to ensure payment. Ours was submitted last week and we have confirmation of its receipt. Wrangell can expect \$860 in additional PILT from the Kane County lawsuit. Payments are expected in approximately 90 days.

Rainy Day at the Library:

The Library was hopping with activity today. Please see the attached video from Margaret. It is a wonderful reminder of how important the Library is to the community.

MUSEUM REPORT

Traveling Exhibition:

The Wrangell Museum is excited to host the touring exhibition *Muybridge in Alaska: 1868*. This exhibit features 16 original stereo views of historic SE Alaska taken by pioneer photographer Eadweard Muybridge. Muybridge's talents in the emerging field of outdoor photography demonstrated the grandeur of the west. His amazing architecture studies and views of Yosemite Valley, resulted in an invitation to photographically document the new US territory of Alaska in 1868. He was commissioned by the US government as part of an expedition led by Major-General Henry W. Halleck to photograph native Tlingit residents, Russian inhabitants, and dramatic landscape. These images of Tongass, Wrangell and Sitka are the first ever taken. Muybridge manipulated his heavy double-lensed camera, chemicals, and stacks of glass plates with the eye of an artist. Visitors today can use special twinscope viewers that transform the stereo views into stunning single 3D images. The exhibition journey began at the Alaska Native Heritage Center in Anchorage early January through March 2019, and traveled next to the Sheldon Museum in Haines through May. Wrangell will show the exhibit through August with a premiere event to be held on July 10th. The curator of the exhibit will be traveling to Wrangell to speak during the event. We are currently working on scheduling forums and educational opportunities for children related to the exhibit to take place throughout the summer.



Friends of the Museum:

The Friends of the Museum board was considering dissolving but after a meeting held on May

23rd the decision was made to continue (many thanks to Anne Morrison for her help with this effort). A new board was formed and there is positive momentum to rebuild the membership and partner with the Wrangell Museum on upcoming projects and grants. A subsequent meeting was held on June 17th - the board began working on a list of priorities, including a membership drive, helping with the Muybridge premiere event and fundraising ideas were discussed.

Museum Tours:

Tours from the cruise-ships into the museum are in full swing. The season started on May 15th with Alaska Waters and Etolin Tours. In that time 1120 visitors have come through the museum on pre-scheduled tours and 674 walk-ins. Gift Shop sales in that timeframe are at: \$25,231.38.

EVENTS REPORT

Community Market:

The initial 2019 schedule of market days included the usual one Saturday per month with added opportunities on Fridays when cruise-ships were in town to potentially increase vendor sales. This idea didn't work well for vendors due to work conflicts so we changed the schedule back to one Saturday per month with dates that include either a cruise-ship or a major event (Bearfest).

Room Rentals:

We have been very busy with a variety of events being booked since the beginning of the year. 38 events with revenue at \$14,133.94. We have two weddings this month and the calendar is filling up quickly.

THEATER REPORT

We have shown 24 movies since the beginning of the year. Concessions sales are improving, especially after introducing the option to pay with a credit card. An ice machine has been ordered to accommodate our many events and the large volume of ice used since the addition of the soda fountain machine. We introduced the staff of students to an employee scheduling app called "Sling" - it has increased efficiency and transformed scheduling, trading shifts and overall accountability.

PERSONNEL REPORT

New staff:

Keeleigh Solverson was recently hired as the new Facility Manager. In just three weeks she is already proving to be an excellent asset to the team.

Tracy Churchill joined the team - specifically to work in photo records and other museum related projects. She only works a few hours per week, but her knowledge has been instrumental.

Lauren Helton and Scythia McQueen (both college students) have joined us to work in the gift shop during the busy summer months before they head back to school in August.

We have a few new high school students that have joined the theater team. Keeleigh is working closely with them and will be supervising the theater staff moving forward.

ADMIN REPORT

G Suite upgrade:

I purchased a domain for the Nolan Center (nolancenter.org) and upgraded our facility to G Suite. Now, everything is cloud based and connected via the network. The website is truly almost done, although only the template is published at the moment. I've had to put this on the back burner with so many other priorities coming first.

FACILITY REPORT

Sound System/Electronic Repairs

Matt Gore has helped me significantly with troubleshooting our sound system functionality. We also have a solution for being able to use surround sound in the Civic Room. I learned how to program the microphones and use the sound board functions appropriately for different events. We are converting our old DVD's in the gallery and small theater that have been running on repeat for many years to MP4 files. We will also offer video conferencing in the classroom.

HVAC

Our computer completely crashed, so luckily the HVAC upgrade is in the works to begin soon. The process can take around 3 months so in the interim we will be learning how to control the system manually within the control panels.

City and Borough of Wrangell

Capital Facilities Department Report

June 21, 2019

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

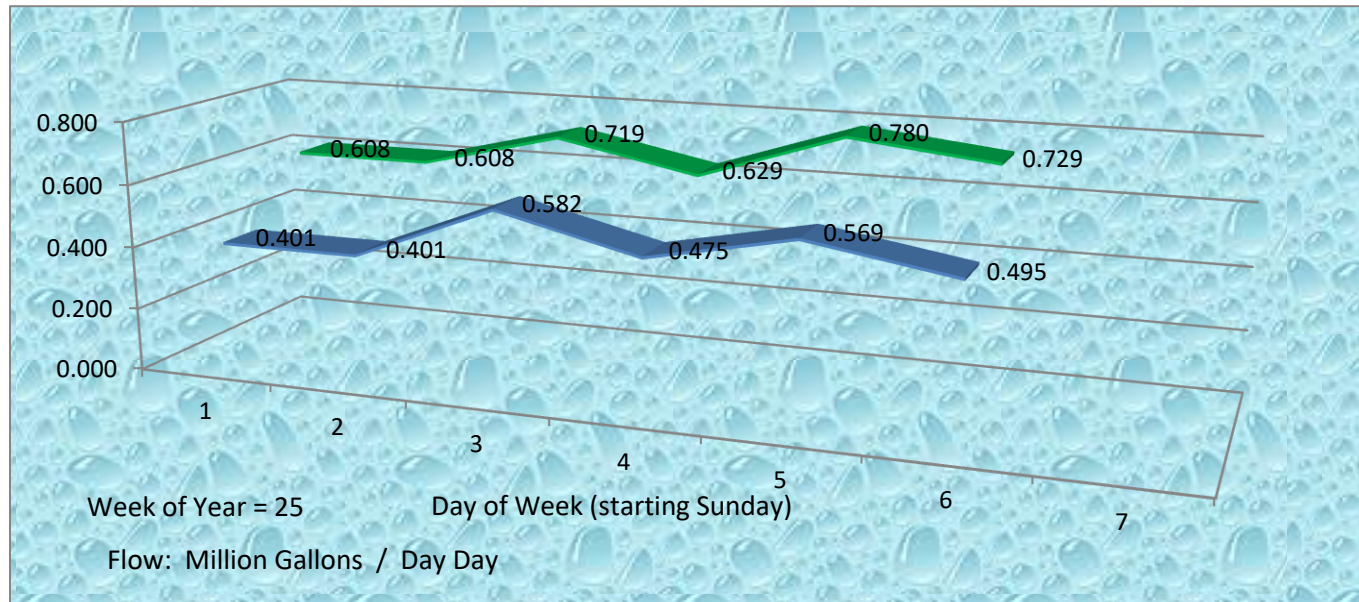
- The Capital Facilities Department welcomes Dwane Ballou to our department staff team. Dwane will begin as the Lead Facilities Maintenance Specialist on July 1, 2019.

Capital Improvement Projects - Capital Facilities provides management of major capital improvements to City and Borough of Wrangell facilities.

- **Oil-Fired Boiler Installation at Public Safety Building**
The Contractor has begun installation of the Oil-Fired Boiler Installation project. The boiler's section plates are being cleaned to ensure proper fit and functionality of the gaskets, after which they will be moved into place and assembled, awaiting completion following arrival of the last of the replacement plumbing fittings.
- **Shoemaker Bay Harbor Replacement**
The General Contractor, Tamico-RNR JV, requested and received Substantial Completion on the C and D Main Floats. The harbor department has begun to relocate some of the larger vessels who will make Shoemaker Harbor their permanent home, in order to vacate space at the transient floats in town. The Contractor continues to work to finalize the A and B Main Floats and the utility shed adjacent to the gangway.
- **Water Treatment Plant Improvements – EDA Funding**
Staff continue to work with EDA to address questions regarding the proposed Water Treatment Plant Improvements project. Most recently, EDA asked the CBW to address the differing methods proposed for backwash waste disposal between the EDA proposed project and the USDA approved project. Although it was recommended to us, by EDA staff, to modify this process' method under the EDA grant application, to ensure we were covered for the alternative that required the highest cost, further EDA staff and legal counsel required that the alternative for this process be the same under both federal agencies' approved projects. Therefore, the CBW recently resubmitted portions of the EDA grant application which modified the backwash waste disposal process to be consistent with the USDA approved project.

Production Consumption

0.608	0.401
0.608	0.401
0.719	0.582
0.629	0.475
0.780	0.569
0.729	0.495



On Thursday, June 20th, we made 729,000 gallons for an average flow 507 gpm.

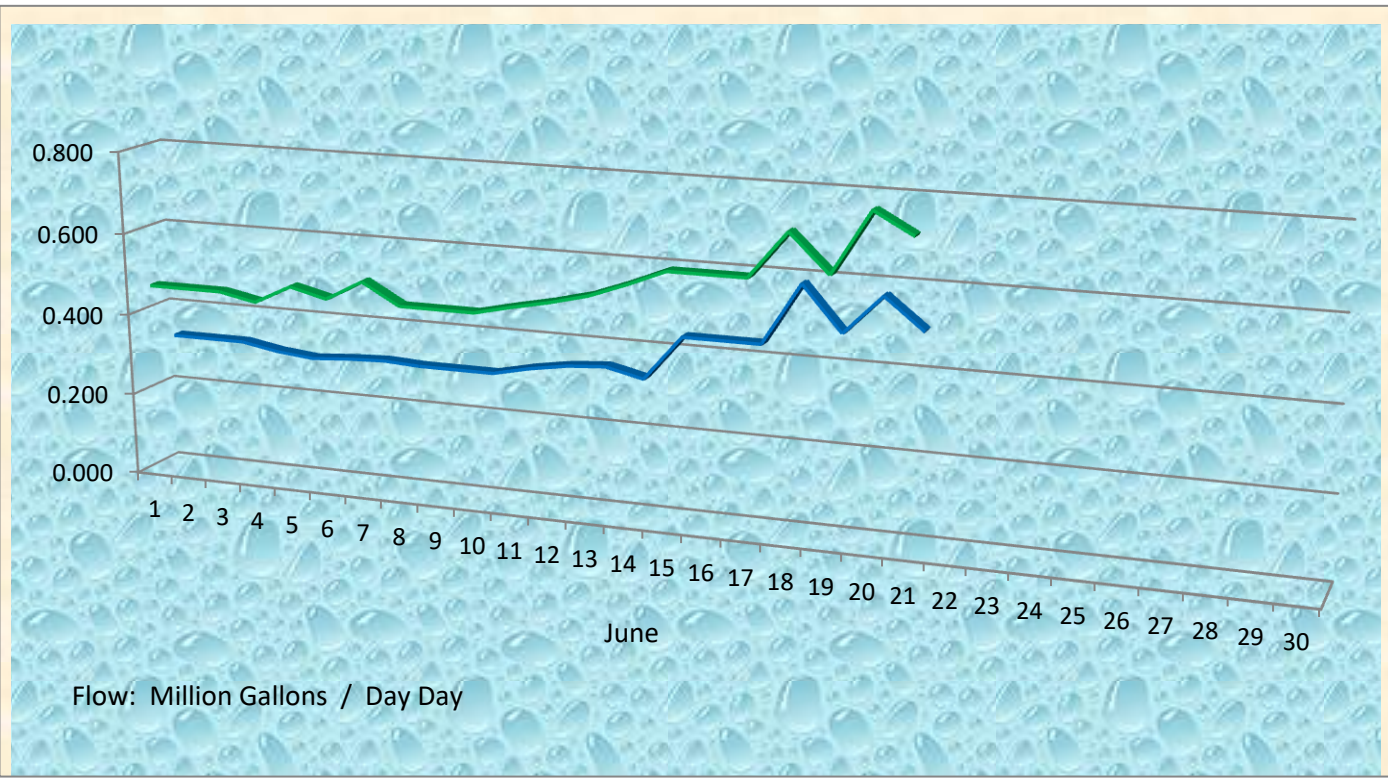
Demand totaled 495,000 gallons for an average flow of 344 gpm.

Currently both tanks are full, as are both reservoirs.

Production

Consumption

0.470	0.324
0.470	0.324
0.470	0.324
0.452	0.308
0.497	0.299
0.475	0.306
0.524	0.310
0.473	0.305
0.473	0.305
0.473	0.305
0.494	0.325
0.513	0.340
0.536	0.347
0.570	0.326
0.608	0.434
0.608	0.434
0.608	0.434
0.719	0.582
0.629	0.475
0.780	0.569
0.729	0.495



CITY & BOROUGH OF WRANGELL, ALASKA

CLERK'S FILE

SUBMITTED BY:

Kim Lane, Borough Clerk

Upcoming Meeting/Informational dates:

6-29 Community Market at the Nolan Center: 10am

7-4 City Offices Closed for Independency Day



7-5 Community Market at the Nolan Center: 10am

7-11 Planning & Zoning Meeting @6pm in the Assembly Chambers

7-23 Regular Borough Assembly meeting @7pm in the Assembly Chambers

SEAPA Board Meeting (Regular): scheduled for September 26-27, 2019 in Petersburg

REGULAR ELECTION CALENDAR FOR OCTOBER 1, 2019

<u>Date</u>	<u>Task to be completed</u>
June 25	Introduce and Ballot Propositions in the form of an <u>Ordinance</u> or Resolution (<u>Approve First Reading</u> or Adoption) – If any
July 25	Publish Declaration of Candidacy Notice - <i>Declaration dates: 8/1-8/30/19 as per WMC 2.16.010</i>
July 25	Write letters to those whose terms expire, i.e. Borough Assembly, Port Commission, and School Board Assembly: DeBord, Morrison, Decker, & Gilbert Port Commission: Yeager & Morrison School Board: Wilson & Ritchie School Board (<i>unexpired until 10-2020</i>): Rooney
July 25	Publish Notice: <u>City Voters Qualifications</u>
July 25	Publish Notice: <u>Declaration of Candidacy</u>
July 23	Hold Public Hearing for any Ballot Propositions (Approve Second Reading) – If any
Aug 1	Declaration of Candidacy Filing Begins and will continue until August 30, 2019
Aug 1	Write letters to those whose terms expire on the City Boards and Commissions
Aug 16	Publish Public Notice: <u>Absentee Voting</u>
Aug 16	Publish Public Notice: <u>Regular Election/ Ballot Proposition(s)</u> up until Election Day
Aug 23	Publish Public Notice: <u>Write-in notice</u>
Aug 30	<u>Last Day</u> to file Declaration of Candidacy
Aug 30	Notify KSTK to announce my phone number for registering to vote - <u>deadline is Sept 1, 2019</u>
Sept 2	Labor Day – City Hall Closed
Sept 6	Publish Public Notice: <u>City Boards and Commissions</u>

Sept 10 At Assy. Mtg., **adopt Resolution** designating Canvass Board (Prysunka, DeLong & Powell) (Canvass Board meets at 12:30 p.m.)

Sept 10 At Assy. Mtg., **approve Special Meeting** to Certify Election for Oct. 7, 2019 @ 12:30 p.m.

Sept 6 Publish: Sample Ballot

Sept 13 Publish Public Notice: Canvass Board to be held on Oct. 3, 2019 at 12:30 p.m.

Sept 16 **First Day to Absentee Vote in Person, by mail, or by fax (mail out any by-mail ballots to voters) until September 30, 2019 at City Hall.**

Sept 27 Publish Public Notice: Special Meeting to be held on Oct. 7, 2019 @ 12:30 p.m. to Certify Election.

Sept 27 Last Day to file for Write-Ins (Send notification to Mayor & Assy & media of who (if any) filed)

Sept 30 Last Day to Absentee Vote in Person

Oct 1 **ELECTION DAY 8:00 A.M. TO 8:00 P.M. at Nolan Center**

Oct 3 **Canvass Board meets** and tallies absentee, questioned, and possible challenged ballots in council chambers (12:30 p.m.)

Oct 7 **Certify Election results and Administer Oath of Office** at 12:30 p.m. at Special Assembly meeting.

Oct 7 After Canvass Board meets, Clerk will send letters to those voters whose ballots were not counted.

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH ASSEMBLY PUBLIC HEARING AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE</u>	June 25, 2019
	<u>Agenda NO.</u>	11a

PROPOSED ORDINANCE No. 964 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO REPEAL SECTION 3-9 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$N/A

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

Amount Budgeted:

FY19 N/A

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

N/A

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. Ordinance No. 964.

Procedure: Mayor Prysunka shall declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Clerk shall retrieve the list of those who signed up to speak. When the item comes up, Persons on the list will be called by the Mayor to speak in the order in which they signed up for the Public Hearing Agenda Item.

Mayor Prysunka shall declare the Public Hearing closed before the Assembly takes action on the item.

Once the Public Hearing has CLOSED, Mayor shall say "I will now entertain a motion"

RECOMMENDED MOTION AFTER PUBLIC HEARING IS CLOSED:

Move to Approve Ordinance No. 964.

SUMMARY STATEMENT:

The information below remains unchanged from the June 11th Assembly Meeting.

The Borough approved Ordinance No. 948 on August 28, 2018, providing authority to the Mayor to enter into an agreement with SEARHC to take over operations and management of the Wrangell Medical Center.

The voters of Wrangell voted in the affirmative to ratify Ordinance No. 948 at the Regular Borough Election on October 2, 2018.

The Assembly further approved Ordinance No. 955 on February 26, 2019, which repealed Chapter 3.32, Wrangell Medical Center and Long-Term Care Facility Board and Administration from the Wrangell Municipal Code.

The Charter also includes a provision regarding the Wrangell Medical Center Board. A change to the Charter requires a vote of the people. This Ordinance, if approved, will direct the Borough Clerk to place the question on the upcoming October 1, 2019 Regular Borough Election to repeal Section 3-9, Wrangell Medical Center, of the Home Rule charter.

This is a post-closing housekeeping matter.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 964

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA SUBMITTING TO QUALIFIED VOTERS A PROPOSITION TO REPEAL SECTION 3-9 OF THE HOME RULE CHARTER FOR THE CITY AND BOROUGH OF WRANGELL

WHEREAS, Section 3-9 of the Home Rule Charter of the City and Borough of Wrangell provides that the borough-operated Wrangell Medical Center shall be operated by a board established by ordinance and elected by the voters; and

WHEREAS, the Borough Assembly approved Ordinance No. 948 on August 28, 2018, providing authority to the mayor to enter into an agreement (including a lease and deed amendment) with Southeast Alaska Regional Health Consortium (SEARHC) to lease the Wrangell Medical Center, to operate it for approximately four years and for SEARHC to build a new hospital adjacent to the AICS Clinic, on the AICS Clinic property and adjacent property conveyed to SEARHC by the Borough, which new hospital will be operated by SEARHC; and

WHEREAS, Ordinance No. 948 also submitted a ballot proposition to the qualified voters of the City and Borough of Wrangell on the question of whether to approve the lease and transfer of authority to operate the Wrangell Medical Center, consistent with the requirements of Section 5-14 of the Home Rule Charter for the City and Borough of Wrangell; and

WHEREAS, the voters of Wrangell voted in the affirmative to ratify Ordinance No. 948 at the Regular Borough Election held on October 2, 2018; and

WHEREAS, on February 26, 2019 the Borough Assembly adopted Ordinance No. 955, which repealed Chapter 3.32, Medical Center and Long-Term Care Facility Board and Administration, of the Wrangell Municipal Code; and

WHEREAS, with the ratification of Ordinance No. 948 on the ballot at the Borough Election held October 2, 2018, the question on whether to repeal Section 3-9 of the Wrangell Charter could not be on the ballot at that same election.

NOW, THEREFORE, 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. Classification. This ordinance is of a permanent nature and, if approved by a majority of the qualified voters voting on the proposition set forth in Section 4, shall become a part of the Home Rule Charter of the City and Borough of Wrangell, Alaska.

SEC. 2. Purpose. The purpose of this ordinance is to submit to qualified voters the question of whether to repeal Section 3-9 of the Wrangell Home Rule Charter, as follows:

3-9 Repealed [Wrangell Medical Center].

[The borough-operated Wrangell Medical Center shall be operated by a board established by ordinance and elected by the voters.]

SEC. 3. Submission of Question to Qualified Voters. The Borough Clerk shall place a proposition submitting to voters the question of whether to repeal Section 3-9 of the Home Rule Charter for the City and Borough of Wrangell on the ballot for the next regular election, to be held October 1, 2019.

SEC. 4. Ballot Language. The proposition shall be presented in substantially the following form:

PROPOSITION 1

Explanation

Section 3-9 of the Home Rule Charter for the City and Borough of Wrangell provides that the borough-operated Wrangell Medical Center shall be operated by a board established by ordinance and elected by the voters. Because voters approved the transfer of the Wrangell Medical Center's operations and maintenance to Southeast Alaska Health Consortium (SEARHC) at the borough's October 2, 2018 Regular Election, and it is as a result no longer operated by the borough, the Assembly adopted Ordinance No. 964, which proposed amending the Charter by repealing Section 3-9.

If approved by voters, the Section 3-9 of the Charter would be amended as follows:

(Words that are underlined would be added and words that are **[bolded and in brackets]** would be deleted[.])

3-9 Repealed [Wrangell Medical Center].

[The borough-operated Wrangell Medical Center shall be operated by a board established by ordinance and elected by the voters.]

Shall the Home Rule Charter of the City and Borough of Wrangell be amended to repeal Section 3-9, Wrangell Medical Center, as set forth in Ordinance No. 964?

YES (oval)

NO (oval)

SEC. 5. Effective Date. Section 3 of this ordinance, authorizing the submission of the proposition to the qualified voters of the City and Borough of Wrangell, shall become effective upon adoption. The proposition set forth at Section 4 of this ordinance, if approved by a majority of the qualified voters voting on the proposition set forth in Section 4, shall be incorporated into the Home Rule Charter for the City and Borough of Wrangell and effective on the day following the date the election results are certified for the regular municipal election held on October 1, 2019.

PASSED IN FIRST READING: June 11, 2019.

PASSED IN SECOND READING: _____, 2019.

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk

Yes: _____

No: _____

Absent: _____

Abstaining: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13a

PROPOSED ORDINANCE NO. 965 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 15.12, ELECTRICITY, BY ADDING SECTION 15.12.193 RATE STABILIZATION

SUBMITTED BY:

Lisa Von Bargen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$ Total

FY 19: \$	FY 20:	FY21: \$
-----------	--------	----------

Amount Budgeted:

FY20 \$XXX

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:

RECOMMENDATION MOTION:

Move to approve first reading of Ordinance No. 965, and move to a second reading, with a Public Hearing, to be held on July 23, 2019.

SUMMARY STATEMENT:

During the Budget work sessions the Assembly requested a Rate Stabilization Fund be created in the Electric Fund. The purpose of the stabilization fund is to help level the increased cost of power to the rate payers in the event diesels runs are required. The fund will be used to reduce or eliminate the need for diesel surcharges to rate payers following/during extended diesel campaigns. The fund will be established with a proposed transfer of \$250,000 from Electric

Reserves. A small rate increase acting as a surcharge will be applied to each kilowatt hour. This surcharge revenue will go into the stabilization fund to grow to the fund to a sufficient level. Annually, the Assembly will establish the surcharge amount by resolution. That way the surcharge can be increased or decreased based on the health of the fund.

The attached ordinance establishes the fund in code. The ordinance was developed with the assistance of the attorneys. If the ordinance moves on to second reading an accompanying resolution will be brought before the Assembly at the next meeting to establish the surcharge rate at the same time the ordinance passes second reading.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 965

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER
15.12, ELECTRICITY, BY ADDING 15.12.193 RATE
STABALIZATION

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 add a new Section, 15.12.193, titled Rate Stabilization, to Chapter 15.12 of the Wrangell Municipal Code.

SEC. 2. Amendment. Chapter 15.12, Electricity, of the Wrangell Municipal Code is hereby amended to include a new Section 15.12.193, Rate Stabilization:

15.12.193 Rate Stabilization.

A. Establishment. A Rate Source Stabilization Fund is hereby established within the borough light department to create better certainty for ratepayers under Schedule A, Schedule B, Schedule C, and those receiving shore service.

B. Initial Funding. The Rate Stabilization Fund shall initially be seeded with funds from the Utility Reserve Fund, in the amount of \$250,000.00.

C. Purpose. Available capital from this Rate Stabilization Fund shall be used to offset the increased cost of energy for ratepayers under Schedule A, Schedule B, Schedule C, and those receiving shore service, during billing months when the fuel surcharge is in effect.

D. Offset Amount. The Assembly shall approve any offset amount by resolution. In establishing the offset amount, the Assembly shall consider the total actual available fund value, the actual costs to the borough for any diesel fuel necessary to ensure continuity of service to ratepayers, the number of actual ratepayers during any period when diesel was used for such purpose, and the likely costs of diesel fuel for the upcoming fiscal year.

E. Ongoing Funding. A per kilowatt hour rate stabilization surcharge shall be assessed against ratepayers under Schedule A, Schedule B, Schedule C, and those receiving shore service. Funds collected under the rate stabilization surcharge shall be invested or held in a rate stabilization fund. Annually, on or before July 31, the Assembly shall by resolution determine the per kilowatt hour surcharge.

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

SEC. 5. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2019

PASSED IN SECOND READING: _____, 2019

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13b

RESOLUTION No. 06-19-1471 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE EXTENSION OF TIDELANDS LEASE, LOT 2, BLOCK 84B, TIDELANDS RESUBDIVISION OF THE WRANGELL TIDELANDS ADDITION

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

Amount Budgeted:

FY19 \$XXX

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) Resolution 06-19-1471; 2) Lease; 3) Memorandum of Lease

RECOMMENDATION MOTION:

Move to approve Resolution No. 06-19-1471 that renews the existing Tidelands Lease of City owned land for Richard Kaer, DBA Breakwater Seafoods.

SUMMARY STATEMENT:

The Tidelands Lease between the City and Borough of Wrangell and Richard Kaer, dba Breakwater Seafoods, expired on May 9, 2019. Upon receipt of a request by Mr. Kaer to extend his lease, the Clerk drafted the proposed new Lease Agreement with the Attorney's review and approval.

Mr. Kaer has had no other modifications to the Tidelands Lease and has remained in good standing, paying his lease amount each on-time, each year. The City has adjusted the annual lease amount on this Tidelands Lease every 5-years, as required under WMC 16.08.220. This modification will allow for an additional 35-year Tidelands Lease.

Background: The city approved a 35-year Tidelands Lease to Richard Kaer, dba Breakwater Seafoods. Mr. Kaer requested the Tidelands Lease to extend the dock to accommodate fishing boats, to add to the facility, as the business improved.

As per WMC 16.08.250, the modification of the Tidelands Lease is allowed by approval of the Borough Assembly.

As per WMC 16.08.220, the annual rent shall be subject to adjustment by the assembly on the fifth anniversary date of the lease and each fifth anniversary date thereafter. This Tidelands Lease was reassessed in 2019, and the increased rental amount (from \$738 to \$789), was approved by the Borough Assembly on May 14, 2019.

TIDELANDS LEASE AGREEMENT – RENEWAL

This Lease Agreement (Agreement) is made effective as of May ____, 2019 (“Effective Date”) between RICHARD KAER, DBA BREAKWATER SEAFOODS, whose mailing address is P.O. Box 1102, Wrangell, AK 99929 (“Lessee”), and the City and Borough of Wrangell, a municipality, whose mailing address is PO Box 531, Wrangell, AK 99929 (“Borough”) (each a “Party” and collectively, the “Parties”).

WHEREAS, the Borough owns the property described below; and

WHEREAS, the Borough wishes to lease this parcel of land to BREAKWATER SEAFOODS; and;

The Borough and Lessee desire to enter into a lease agreement with respect to the following described property hereinafter referred to as the Premises which is depicted in Attachment A and is more particularly described as follows:

LEGAL DESCRIPTION

Lot 2, Block 84B, Tidelands Resubdivision of Wrangell Tidelands Addition, as Recorded on Plat 89-2, Recorded April 20, 1989, Wrangell Recording District, consisting of 16,436 Square Feet.

Located in the Wrangell Recording District, First Judicial District, State of Alaska.

The Lessee, applied for an extension of term for the above referenced lease, which was officially approved by the Wrangell City Council on April 20, 1989.

1. **LEASE TERM.** The term of this lease shall begin on May 9, 2019 and shall continue until May 9, 2054. ("Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, defense and indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination.
2. **RENTAL.** During the Lease Term, Lessee shall pay the Borough rent for the Premises ("Rent") in the amount of Seven Hundred Thirty-Eight (\$789.00) per year, billed out annually and due at the start of each subsequent year of the term, with the annual payment due on or before _____.

Lessee shall pay all property taxes assessed against the leased Premises.

3. In accordance with WMC **16.08.220** the annual rental payable pursuant to any lease issued under the provisions of this chapter shall be subject to adjustment by the assembly

on the fifth anniversary of the date of the lease and each anniversary date thereafter which is divisible by the number five. All adjusted rates shall be computed at six percent on the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the borough assessor and reviewed and determined by the assembly as provided in WMC [16.08.100](#).

4. OPERATION AND MAINTENANCE

- a. Lessee shall keep and maintain the leased premises in good and substantial repair and condition. This lease shall be subject to any rights of the public under the Public Trust doctrine.
- b. Lessee shall pay all taxes, fees, or assessments as may be required.
- c. Lessee shall not suffer or permit any lien to be filed against the Premises or Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under Lessee. If any such lien is filed, Lessee shall cause the lien to be discharged of record at least (30) days prior to any scheduled lien foreclosure sale. If the Lessee fails to discharge the lien within 30 days, such failure constitutes a material breach of the lease and a default.

5. TERMS AND CONDITIONS

- a. Lease Utilization. Leased lands shall be utilized only for purposes within the scope of the applicable land use classification and the terms of the lease, and in conformity with the ordinances of the Borough, including any zoning ordinance. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation by the Borough at any time.
- b. Subleasing and Assignment. The Lessee shall not sublease any part of the Premises. The Lessee shall not assign the lease without approval of the Borough Assembly and written consent to the assignment. The assignee shall be subject to all of the provisions of the original lease, and the assignor shall not be relieved of its obligations during the entire Lease Term. No proposed assignment to an LLC will be approved by the Borough without BREAKWATER SEAFOODS agreeing to guarantee the obligations of the assignee as part of the assignment or a member of the assignee personally guaranteeing performance of the proposed assignee.
- c. Modification. This Lease shall not be modified orally or in any manner other than by an agreement in writing signed by the Lessee and the Borough. Lessee

specifically understands and agrees that no Borough employee, Assembly member, or the Mayor has any actual or apparent authority to verbally modify this lease and any modifications must be in writing approved by the Assembly.

- d. Improvements. The Lessee shall construct improvements suitable for the use of which the land is classified of a specified minimum value within two years from the date of the lease and that a Corps of Engineers permit shall be obtained prior to construction when required. Improvements in the limited context of the tidelands leasing provisions may include a parking lot with fill or surfacing, drainage, ingress and egress as the assembly shall require. The applicant shall be notified of the amount of the minimum annual rental and the value of the improvements required to be constructed thereon.

- e. Indemnification and Insurance

- 1. Indemnification of Lessor: Lessee agrees to indemnify, defend and save Lessor harmless against and from any and all claims, actions and proceedings or any kind and any nature by or on behalf of any person, entity or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the leased Premises, or arising out of or related in any way to the Lessee's use of the Premises, beginning May 9, 2019, regardless of when such claims may have occurred, arose or accrued, which in any way relate to the leased premises, including, without limitation, in connection with Hazardous Materials. Lessee also agrees to indemnify, defend and save Lessor harmless against and from any and all claims arising during the lease term from any condition of the leased property. Lessee also agrees to indemnify, defend and save harmless Lessor from any and all claims, including but not limited to physical injury, death, property damage, special damages, consequential damages, expenses, costs, and attorney's fees, directly or indirectly arising out of, in connection with, or incident to the operation of the leased Premises or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this lease, or arising from Lessee's failure to comply with any law, ordinance or regulation of any governmental body, or arising from any negligent act or omission of Lessee or any of its agents, contractors, servants, employees, licensees, guests and sublessees and any agents,

contractors, servants, employees, licenses and guess of its sublessees. Lessee's obligation to defend, indemnify and save Lessor harmless shall include Lessee's payments of reasonable actual attorneys' fees.

2. Insurance: Lessee shall provide to the Borough a certificate of insurance showing that the Lessee has obtained at least one million dollars (\$1,000,000.00) general liability insurance, which covers the Lessee's operations on the leased Premises. Lessee shall provide the Certificate of Insurance, naming the Borough as an additional insured, at the time of the effective date of the lease. Failure to maintain such insurance shall constitute a material breach of the terms and conditions of the lease and a default. Lessee shall notify the Borough twenty (20) days before the policy is canceled or terminated and unless the Lessee provides a new Certificate of Insurance within 30 days of cancellation or termination, the Borough may immediately terminate this lease without further notice at its sole option. Any violation of this provision constitutes a material breach of the lease.
3. Hazardous Waste Responsibility and Indemnification: Lessee represents and warrants that the leased Premises will never be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term "Hazardous Waste or Substance" means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, et. seq.; (vii) designated as a "Hazardous Substance" under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency. Lessee agrees to

hold Lessor harmless and to indemnify and defend Lessor against any and all claims and losses resulting from Lessee's breach of this Section, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys' and consultants' fees and expert fees, and including without limitation (i) any claims of third parties for personal injury, death, property damage, or other harm, and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by Lessor arising out of or related to the presence of Hazardous Materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials. This obligation to indemnify, defend and hold Lessor harmless shall survive the term of this lease and include any claim, cause of action or administrative regulatory enforcement action in which Lessee or Lessor are determined or alleged to be a potentially responsible party.

f. Default, Cancellation and Forfeiture.

1. The Lease may be canceled in whole or in part, at any time, upon mutual written agreement by Lessee and the Borough. The Lease may be terminated at any time by either party upon ninety (90) days' written notice in writing to the other party before the end of a monthly rental period. The lease shall terminate automatically on May 9, 2054.
2. If the lessee defaults in the performance or observance of any of the lease terms, covenants or stipulations, or any portion of Borough code as applied to the property, the Lessee is automatically in default on the lease by operation of law. If such default continues for thirty (30) calendar days after service upon lessee of written notice of default by the Borough without remedy by Lessee of the default, the Borough Manager shall take such action as is necessary to protect the rights and best interests of the Borough, including the exercise of any or all rights after default permitted by the lease. No improvements may be removed by Lessee or any other person during any time the Lessee is in default.
3. The Borough may cancel the lease if it is used for any unlawful purpose.

4. Failure to make substantial use of the land, consistent with the proposed use, within one year shall with the approval of the Borough constitute grounds for cancellation.
- g. Remedies Cumulative. The specified remedies to which the Borough may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Borough may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement. In addition to the other remedies in this Agreement provided, the Borough shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.
- h. Notice or Demand. Any notice or demand, which under the terms of the lease or under any statute must be given or made by the parties shall be in writing and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in the U.S. mails enclosed in a registered or certified mail prepaid envelope addressed as herein provided.
- i. Entry and Reentry. In the event the lease is terminated, or in the event that the leased Premises, or any part thereof, are abandoned by the Lessee during the lease term, the Borough or its agents or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises and remove all persons and property either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages to the Lessee or any other person or entity. No reentry by the Borough shall be deemed an acceptance of a surrender of the lease.
- j. Re-Lease. In the event that the lease is terminated, the Borough may offer the Premises for lease or other disposal in accordance with the Borough code.

- k. Forfeiture of Rental. In the event that the lease is terminated because of any breach by the Lessee, the monthly rental payment last made by the Lessee shall be forfeited and retained by the Borough.

- l. Written Waiver. The receipt of rent by the Borough with knowledge of any breach of the lease by the Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the Borough to enforce any covenant or provision contained in this Agreement, nor any waiver of any right by the Borough unless in writing, shall discharge or invalidate the covenants or provisions of this lease or otherwise affect the right of the Borough to enforce the lease in the event of any subsequent breach or default. The receipt by the Borough of any other sum of money after the termination in any manner, of the lease term or after the giving by the Borough of any notice to effect termination, shall not reinstate, continue or extend the resultant lease term or destroy or in any manner impair the efficiency of any such notice or termination as may have been given by the Borough to the Lessee prior to the receipt of any sum of money or other consideration, unless so agreed to in writing and signed by the Borough manager.

- m. Expiration of Lease. Unless the lease is renewed or sooner terminated, as provided herein, the Lessee shall peaceably and quietly leave and surrender to the Borough all the leased Premises on the last day of the term of the lease.

- n. Renewal of Lease:
 - 1. Upon the expiration of the lease term or the cancellation of the lease by mutual consent of the Borough and the Lessor, the Borough may grant a new lease to the Lessee provided:
 - i. Lessee makes written application at least ninety (90) days prior to expiration of the lease term;
 - ii. The Lessee is not in default under the lease;
 - iii. The use to which the land is to be put is compatible with the current use classification and zoning provisions of the Borough code;

2. This lease does not grant to the Lessee any renewal preference or right to a renewal of the lease or to a new lease and the Lessee has no right to a renewal of the lease or to a new lease.

o. Removal or Reversion of Improvements upon Termination of Lease:

Improvements owned by the Lessee may within sixty (60) calendar days after the termination of the lease be removed by the Lessee, provided, such removal will not cause injury or damage to the lands or improvements on the Premises. All periods of time granted the Lessee to remove improvements are subject to the Lessee paying to the Borough pro rata lease rentals for such periods. If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest, in the Borough.

p. Compliance with Regulations and Code:

1. The Lessee shall comply with all regulations, rules, and the Borough code and with all state and federal regulations, rules and laws.
2. The lessee shall comply with all provisions of the Borough code which are promulgated for the promotion of sanitation, life safety and public health. The leased premises shall be kept in a neat, clean and sanitary condition, and every effort shall be made to prevent pollution
3. Fire protection. The Lessee shall take all reasonable precaution to comply with provisions of the Borough code concerning fire protection applicable to the area of the leased Premises.

q. Inspection: The Lessee shall allow an authorized representative of the Borough to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon

r. Use of Material: All coal, oil, gas and other minerals, and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by the Borough and shall not be removed from the land except with written permission of the Borough. The Lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the Borough in writing.

s. Rights-of-Way: The Borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the Borough to do so. If the Borough grants an easement or right-of-way

across any of the leased land, the Lessee shall be entitled to damages for all lessee-owned improvements destroyed or damaged. Damages shall be limited to the value of improvements only and the value shall be determined by fair market value. Monthly rentals may be adjusted to compensate the Lessee for the loss of use.

- t. Warranty: The Borough does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it will be profitable to employ land to be used by the Lessee.

- 6. **ENTIRE AGREEMENT.** This Lease Agreement contains the entire and integrated agreement of the parties and supersedes all other prior leases, agreements, and oral or written communications or negotiations. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the parties. This Agreement shall be binding upon the parties and upon their respective executors, administrators, legal representatives, successors and assigns.
- 7. **GOVERNING LAW, JURISDICTION AND VENUE.** The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Lease Agreement and the use of the leased Premises.
- 8. **TITLES AND HEADINGS.** Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 9. **REPRESENTATIONS BY LESSEE.** Lessee acknowledges and agrees that Lessee is not relying on any representations by any Borough employee, officer, assembly member, mayor, consultant or attorneys. Lessee acknowledges and agrees that Lessee has had a full opportunity to consult with Lessee's own attorney before entering this Lease.
- 10. **NOTICE.** All notices and requests in connection with this lease shall be in writing and shall be addressed as follows:

City and Borough of Wrangell
Borough Manager
PO Box 531,

Wrangell, Alaska 99929

Richard Kaer, dba Breakwater Seafoods
P.O. Box 1102
Wrangell, Alaska 99929

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

Breakwater Seafoods

By: _____

Name: Richard Kaer

Title: _____

Date: _____

City of Borough of Wrangell

By: _____

Name: Stephen Prysunka

Title: Borough Mayor

Date: _____

- 1.
- 2.
- 3.

APPROVED AS TO FORM:

Levesque Law Group
Attorneys for City & Borough of Wrangell

By: _____

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 06-19-1471

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE EXTENSION OF TIDELANDS LEASE, LOT 2, BLOCK 84B, TIDELANDS RESUBDIVISION OF THE WRANGELL TIDELANDS ADDITION

WHEREAS, on April 20, 1989, the Wrangell City Council approved a 35-year Tidelands Lease to Richard Kaer, dba Breakwater Seafoods in accordance with WMC 16.08; and

WHEREAS, the Tidelands Lease expiration date was May 9, 2019; and

WHEREAS, Mr. Kaer submitted a request to the City, requesting the renewal of the Tidelands Lease; and

WHEREAS, Mr. Kaer has remained in good standing for 35-years on his annual rental payments; and

WHEREAS, the annual rental payment and reassessment shall be governed in accordance with WMC 16.08.220; and

WHEREAS, the new expiration date for this Tidelands Lease shall be May 9, 2054.

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

Section 1. Lease Rate. During the Lease Term, Lessee shall pay the Borough rent for the Premises in the amount of Seven Hundred Thirty-Eight (\$789.00) per year, billed out annually and due at the start of each subsequent year of the term. Lessee shall pay all property taxes assessed against the leased Premises. The annual lease rental amount shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter.

Section 2. Term of Lease. The Borough Assembly approves a 35-year lease term for the Tidelands Lease beginning on May 9, 2019 and ending on May 9, 2054.

Section 3. This resolution shall become effective upon its passage and adoption.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, THIS 25th DAY OF JUNE 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

Wrangell Recording District

Page 1 of 1

MEMORANDUM AND EXTENSION OF LEASE

This Memorandum and Extension of Lease ("**Memorandum**") by and between **Richard Kaer, DBA Breakwater Seafoods.**, whose mailing address is P.O. Box 1102, Wrangell, AK 99929 ("Lessee"), and the City and Borough of Wrangell, a municipality, whose mailing address is P.O. Box 531, Wrangell, AK 99929 ("Borough"), dated this _____ day of _____, 2019. The lease affects that property known as:

Lot 2, Block 84B, Tidelands Resubdivision of Wrangell Tidelands Addition,
as Recorded on Plat 89-2, Recorded April 20, 1989, Wrangell Recording
District, consisting of 16,436 Square Feet.

The term of the lease is thirty-five (35) years commencing on May 9, 2019 and ending on May 9, 2054. The complete terms and conditions of the lease agreement are contained in documents which are in the possession of the parties at the above addresses.

This lease also grants a security interest to Lessor in all improvements and fixtures owned by Lessee (including buildings) and in any way affixed or attached, whether now or later, to the Leased Premises for the payment of rent and other obligations of the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Memorandum and Extension of Lease.

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

Breakwater Seafoods

City of Borough of Wrangell

By: _____

By: _____

Name: Richard Kaer

Name: Stephen Prysunka

Title: Owner

Date: _____

Title: Borough Mayor

Date: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13c

RESOLUTION NO 06-19-1472 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE HARBOR MAINTENANCE/SECURITY POSITION

SUBMITTED BY:

Aleisha Mollen, Accounting Generalist

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

Amount Budgeted:

FY19 \$XXX

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 type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. Resolution 06-19-1472 2. Harbor Maintenance/Security Job Description

RECOMMENDATION MOTION:

Move to approve Resolution No. 06-19-1472 providing for the amendment of the job description for the Harbor Maintenance/Security position.

SUMMARY STATEMENT:

This job description is being modified as the current Harbor Maintenance/Security employee has resigned, and recruiting will soon begin to fill this position. Minor changes/updates are included, including the supervision of the position and the requirement to have a valid TWIC card or be able to obtain one.

City & Borough of Wrangell

Position Description

Position: Harbor Maintenance/Security	Position Number:
Department/Site: Harbor Department	FLSA: Non-exempt
Reports to/Evaluated by: Harbormaster	Salary Grade: 13

Summary

Performs light maintenance outlined by ~~Head Maintenance Personnel~~ Harbormaster or designee. Collects daily inventory of all vessels utilizing harbor facilities and items stored on Port properties. Assigns transient moorage to vessels and performs basic office duties. Works with the public as well as other ~~borough~~ city departments and state and federal agencies. Performs duties as part of the Department of Homeland Security Port Security Plan.

Distinguishing Career Features

Harbor Maintenance/Security works under the close supervision of the ~~Head Maintenance Personnel~~ Harbormaster, to carries out the day to day work to assure harbor equipment is running smoothly and safely

Essential Duties and Responsibilities

- Completes maintenance projects outlined by maintenance personnel.
- Collects the daily inventory of vessels and stored items utilizing Port and Harbor facilities.
- Performs security patrols in all Port and Harbor facilities.
- Enforces Port and Harbor rules and regulations.
- Monitors vessels to avoid sinking or damage to facilities and contacts vessel owners when needed.
- Keeps Port and Harbor facilities (hoists, dumpsters, used oil containers, floats, parking lots, storage lots) clean from garbage or debris.
- Conducts other Port and Harbors related business such as moorage assignment, billing, boatyard duties or other duties as assigned by Harbormaster.
- Performs and enforces duties outlined in the Wrangell Port Security Plan.

Qualifications

Knowledge and Skills

Requires basic computer skills sufficient to run harbor management program. Ability to communicate effectively and politely with the public. Requires boat handling skills.

Abilities

Ability to operate, or learn to operate, port equipment including but not limited to, boats, forklifts, loaders, four wheelers, snow blowers, pressure washers, drills, saws, welders and other mechanical equipment. Ability to communicate courteously and professionally to customers, coworkers, and members of the general public.

- **Physical Abilities**

Ability to lift and carry 50 pounds. Ability to work in all weather conditions. Ability to work throughout all hours of the day.
--

- **Education and Experience**

High school diploma or GED.

- **Licenses and Certificates**

Valid Alaska Driver's License. Valid CDL preferable or the ability to gain one within 6 months. Basic First Aid and CPR certificate or the ability to gain certificate within 6 months. <u>Valid TWIC card or the ability to obtain one within 6 months.</u>
--

- **Working Conditions**

Work is performed outdoors in all weather conditions and at all hours.
--

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

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 06-19-1472

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE HARBOR MAINTENANCE/SECURITY

WHEREAS, the amendment of this position description allows the City and Borough of Wrangell's Administration Department the ability to appropriately update the duties and responsibilities of the Harbor Maintenance/Security position; and

WHEREAS, the current rate of pay for the Harbor Maintenance/Security position is a grade 13 with the pay range from \$18.55 to \$23.32 and based on the proposed changes to the job description will not change; and

WHEREAS, this position has been reviewed and job description updated to accurately reflect actual duties, responsibilities, and qualifications; and

WHEREAS, it is the desire of the City and Borough of Wrangell to bring all job descriptions into compliance with current standards.

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

Section 1. The attached Exhibit "A" includes the job description which describe the duties, responsibilities and qualifications for the Harbor Maintenance/Security position.

Section 2. The new job description for the Harbor Maintenance/Security position will become effective upon passage and approval of this resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 25TH DAY OF JUNE, 2019

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13d

Approval of a Sole Source Contract, in conformance with WMC 5.10.050(F), with Meridian Systems for the Nolan Center's Direct Digital (Temperature) Control Upgrades, in the Amount of \$32,523

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$32,523

FY 19: \$	FY 20: \$32,523	FY21: \$
-----------	-----------------	----------

Amount Budgeted:

FY20 \$35,000

Account Number(s):

21000 125 8900 0001

Account Name(s):

Nolan Center CIP – HVAC Direct Digital Controls Upgrades

Unencumbered Balance(s) (prior to expenditure):

\$35,000

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
--------------------------	--------------------------------

Name(s)	
---------	--

Name(s)	
---------	--

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS:

1. Meridian Systems' December 12, 2018 proposal for Nolan Center Control Upgrade
2. Honeywell's confirmation letter of Meridian System as their Alaskan Contractor Partner

RECOMMENDATION MOTION:

Move to approve a Sole Source Contract, in conformance with WMC 5.10.050(F), with Meridian Systems for the Nolan Center's Direct Digital (Temperature) Control Upgrades, in the Amount of \$32,523.

SUMMARY STATEMENT:

The Nolan Center's Honeywell Legacy Direct Digital Controls (DDC) system, designed and installed in 2003, at the time of the building's inception, is obsolete, no longer supported by Honeywell and has no forward compatibility.

Our Honeywell Alaska Dealer, Meridian Systems, has recommended we upgrade to the Honeywell Niagara N4 software and associated controllers, as we recently did with the Swimming Pool's DDC system implementation. This new system is cloud-based which will offer ease of monitoring and control, and also allows for access without the need for a dedicated computer, which also eliminates a major point of failure through the computer (as we are currently experiencing). Honeywell and Meridian Systems indicate that the Niagara N4 platform will allow for future support of changing technology, for the life of the facility.

Control contractors typically provide a design/build delivery method; therefore Meridian Systems' proposal includes the performance of engineering design, procurement of all temperature control components, labor to upgrade the controls system and training. A third party control engineer will provide the CBW a design submittal review.

Under Wrangell's procurement code, WMC Section 5.10.050, competitive bidding is not required when materials can be furnished only by a single dealer. Meridian Systems is the Alaskan Honeywell Contractor Partner, as referenced by the attached letter from Honeywell's Contractor Representative, Ken Young. Meridian Systems not only currently supports the existing Nolan Center's DDC system, they are the control contractor used by the Swimming Pool as well as the Wrangell School District. As much as possible, the CBW and the Wrangell School District are working in concert to create efficiencies by coordinating on-site work through Meridian Systems' technicians in Wrangell.

We seek approval to sole source the procurement of the Nolan Center's temperature control upgrades through Meridian Systems and move forward with the engineering and implementation of the DDC Upgrades work. Funding for this project is provided for in the FY2020 Nolan Center CIP Budget – HVAC Direct Digital Controls (DDC) Upgrades.

To: Amber Al-Haddad
Director of Public Works and Capital Projects
City and Borough of Wrangell

RE: Proposal for Nolan Center Control Upgrade

Amber,

Thank you for the opportunity to provide a proposal for this project. Based on my site visit and discussions with the you I have prepared the following proposal:

General Clarifications:

- We will be upgrading the existing Honeywell direct digital control system to the current Honeywell N4 direct digital control system.

Inclusions:

1. Pricing includes necessary devices, programming, and checkout of the control system.
2. Control system installation, wiring, and conduit (where required) of all devices provided by Meridian Systems. The control system will be installed in accordance with National Electrical Code requirements.
3. Travel and Substances.
4. Please note that if invoice payments are paid by credit card there will be a 5% additional fee assessed to cover credit card transaction and processing costs.

Exclusions:

1. Payment & Performance Bonds.
2. City and Borough Taxes.
3. Testing or balancing of any hydronic, steam, or air systems.
4. Repair or replacement of any devices found inoperable or incompatible.

Our proposal for this scope of work is \$32,523.

Thank you and please contact me if you have any questions or if I can be of any further assistance.

Sincerely,

Chris Schneider
Meridian Systems
An Employee Owned Company



6/19/2019

Ken Young

Commercial Sales Representative Northwest Region
Kenneth.young2@honeywell.com
(206) 724-6165

To Whom It May Concern,

This letter is to certify that Meridian Systems Inc. is the Alaskan Honeywell Contractor Partner. They're authorized to purchase, install, program, & service the Honeywell Webs, Excel 5000, SymmetrE, Niagara N4 product lines.

Meridian Systems distributes Honeywell product and provides the following services: design, engineering, programming, installation, start-up and service. This includes Honeywell hardware/software (Niagara N4)—new Honeywell control systems, retrofit or expansions of Honeywell systems, replacement of other disparate control systems with Honeywell products, after sales service, and warranty of all Honeywell products installed in their territory.

Contact for Meridian Systems:

Jessi Cherry
General Manager
Office: (907) 279-3320 Ext. 107
jcherry@msicontrols.com

Sincerely,

Ken Young
Commercial Sales Representative Northwest Region

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13e

RESOLUTION NO. 06-19-1473 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2020 BUDGET IN THE WATER FUND BY TRANSFERRING \$97,243 FROM THE WATER FUND RESERVES TO THE WATER FUND CIP EXPENDITURES FOR THE BENNETT STREET WATER MAIN IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURES

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$97,243 Total

FY 19: \$	FY 20: \$97,243	FY21: \$
-----------	-----------------	----------

Amount Budgeted:

FY20 \$0

Account Number(s):

72000-302-8900-3001

Account Name(s):

CIP Expenditures Bennet Street Water Main Improvements Project

Unencumbered Balance(s) (prior to expenditure):

\$848,861 in Water Fund Reserves Ending June 30, 2020

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. 06-19-1473

RECOMMENDATION MOTION:

Move to Approve Resolution No. 06-19-1473 amending the FY2020 budget in the Water Fund by transferring \$97,243 from the Water Fund Reserves to the Water Fund CIP Expenditures for the Bennett Street Water Main Improvements project and authorizing its expenditures.

SUMMARY STATEMENT:

The Bennett Street Water Main Improvements project relates to an approximate 350 lineal foot section of 50-year old ductile iron water main that was not replaced when the remainder of the Bennett Street water main was improved in the mid-1980s. Because this section had not been replaced since its placement in 1969, the CBW had its replacement designed with funds received from an ADEC grant in 2010. Funds were not available through that grant to follow on with construction once the design was completed in 2011.

The ADEC loan and grant, recently received as funding for the Water Mains Replacement design and construction project, which the CBW is currently planning for, was to include the construction portion of the Bennett Street Water Main Improvement project.

Due to the ADEC grant requirements for project planning and procurement, we were unable to apply the grant funds to the Bennett Street Water Main Improvement separate from the rest of the larger water main project. Given that DOT is currently replacing the roadway prism in Bennett Street, staff have pulled the Bennett Street Water Main Improvement project piece from the larger Water Mains' Replacement project, as it is in the public's best interest to replace this section of water main in conjunction with the DOT road project, which is currently underway.

By adopting Resolution 06-19-1473, the City and Borough of Wrangell will amend the FY 2020 budget in the Water Fund by transferring \$97,243 from the Water Fund Reserves to the Water Fund CIP Expenditures, for a new project entitled Bennett Street Water Main Improvements, and authorize its expenditure.

Following a budget amendment approval for this project, a sole source contract award to Secon is also being sought through Assembly approval during the June 25th meeting.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 06-19-1473

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2020 BUDGET IN THE WATER FUND BY TRANSFERRING \$97,243 FROM THE WATER FUND RESERVES TO THE WATER FUND CIP EXPENDITURES FOR THE BENNETT STREET WATER MAIN IMPROVEMENTS PROJECT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the City and Borough of Wrangell, Alaska's Resolution No. 06-19-1467 adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

WHEREAS, staff recommends a budget amendment of \$97,243 for capital expenditures from the Water Department's Reserve Fund for the Bennett Street Water Main Improvements project, and adding this project to the FY2020 CIP list for the Water Department; and

WHEREAS, the City and Borough of Wrangell will amend the FY 2019-2020 budget in the Water Fund by transferring \$97,243 from the Water Fund Reserve to Water Fund CIP Expenditures Bennett Street Water Main Improvements project account 72000-302-8900-3001.

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

Section 1: The FY 2020 Budget in the Water Department Fund is amended by transferring funds from the Water Fund Reserves to the Water Funds CIP Expenditures Bennett Street Water Main Improvements project account 72000-302-8900-3001 in the amount of \$97,243 and authorizing its expenditure.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 25th day of June, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13f

Approval of a Sole Source Contract, in conformance with WMC 5.10.050(G), with SECON for the Bennett Street Water Main Improvements in the amount of \$97,243

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required: \$97,243 Total

FY 19: \$	FY 20: \$97,243	FY21: \$
-----------	-----------------	----------

Amount Budgeted:

FY20 \$0

Account Number(s):

72000-302-8900

Account Name(s):

Water Fund - CIP Expenditures

Unencumbered Balance(s) (prior to expenditure):

\$848,861 in Water Fund Reserves
Ending June 30, 2020

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Secon's proposal dated 6-19-19 for Bennett Street Water Improvements

RECOMMENDATION MOTION:

Move to approve a Sole Source Contract, in conformance with WMC 5.10.050(G), with SECON, for the Bennett Street Water Main Improvements in the amount of \$97,243.

SUMMARY STATEMENT:

The Bennett Street Water Main Improvements project relates to an approximate 350 lineal foot section of 50-year old ductile iron water main, between Zimovia Highway and Reid Street, which was not replaced when the remainder of the Bennett Street water main was improved in the mid-1980s. Because this 350' section has not been upgraded since its ground placement in 1969, the

CBW had its replacement designed with funds received from an ADEC grant in 2010. Funds were not available through that grant to follow on with construction once the design was completed in 2011.

The ADEC loan and grant, received in 2018 as funding for a larger Water Mains Replacement design and construction project, which the CBW is currently planning for, was to include the construction portion of the Bennett Street Water Main Improvement project.

Given that ADOT is currently replacing the roadway prism in Bennett Street, staff have pulled the Bennett Street Water Main Improvement project piece from the larger Water Mains' Replacement project to be able to consider its implementation in conjunction with the ADOT road project. Due to the ADEC grant requirements for project planning and procurement, we were unable to apply the grant funds to the Bennett Street Water Main Improvement separate from the rest of the larger water main project and are seeking funding approval for the water main work from the Water Fund Reserves through a budget amendment.

With ADOT's Bennett Street reconstruction project currently underway, SECON, the project's General Contractor, has control of the roadway throughout the project, reducing the opportunity for another contractor to be considered for the CBW's water main project in conjunction with the road project. Neither DOT nor Secon would approve another third party contractor to disrupt and impact their road project and schedule. Both DOT and Secon have been very cooperative and agreeable to consider undertaking this water main work during their road improvement project; however, time is of the essence as Secon's construction schedule projects work in the area of the subject water main in approximately three weeks. CBW staff have obtained a proposal from Secon to perform the work during their Bennett Street road reconstruction project.

To consider the sole source of a construction contract with Secon, the Assembly is referred to the Wrangell Municipal Code, Section 5.10.050 - When competitive bidding or quotations are not required, Subsection G., which addresses public improvements which the Assembly declares to be required on an emergency basis or which the assembly declares is impractical or impossible.

Considering the ADOT road reconstruction project is replacing the full roadway and sidewalk prism between Zimovia Highway to Reid Street, it is in the best interest of the Wrangell public to replace this 50-year old section of water main before the road work is complete. The majority of the remainder of ADOT's Bennet Street road reconstruction project is providing for an asphalt overlay and not a full road prism reconstruction; however, ADOT anticipates a future road reconstruction project for this section of road, which would allow the CBW to consider replacing the remainder of the water main in Bennett Street at that future time.

In order for the 350' of water main improvements to occur in conjunction with ADOT's/Secon's road work, time is of the essence since Secon must order the water main-related materials no later than June 26th to be able to maintain their road work schedule.

Staff requests that the Borough Assembly approve a sole source construction contract with SECON, in the amount of \$97,243, thus waiving competition for procurement for the Bennett Street Water Main Improvement project.



P.O.BOX 32159
JUNEAU, ALASKA 99803
PHONE: 907-780-5145
FAX: 907-780-5896

CONTRACTOR'S LICENSE NO.: 27498
BUSINESS LICENSE NO.: 280673

QUOTATION FOR:

OWNER: City and Borough of Wrangell

CONTRACT NO: Bennett St. Water Improvements

DATE: 6/19/2019

ADDENDUM ACKNOWLEDGED: NA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Bennett St 12" HDPE Water Line Improvements	1.0	Lump Sum	\$97,243.00	\$97,243.00
	TOTAL AMOUNT OF QUOTATION				\$97,243.00

City sales tax to be added where applicable

NOTES:

Per the planset provided, created June 2011

INCLUSIONS:

Labor, Equipment, and Materials for 12"HDPE water line replacement

\$ -

EXCLUSIONS:

HDPE Welding Machine, Bond (add 1% if required), Permits, Testing, Survey,
Striping (Painting), Traffic Control, Signs, Warranty,
Fees, SWPPP, Engineering, Builder's
Risk Insurance, Insurance in excess of two million per occurrence.

- **TERMS: Full payment due within 30 days of invoice, unless defined otherwise via subcontract**
A FINANCE CHARGE OF .88% per month (which is an annual percentage rate of 10.5%) will be imposed on any portion of your account not paid within 30 days after billing date.
- **A service charge of 2.5% will be imposed on all credit card payments**

If this proposal meets your approval, please complete and return. Your signature on one copy returned to us will make this a legal contract for the performance of the above work and your acceptance of the terms listed.

Company: City & Borough of Wrangell

Phone No. _____

Billing Address: PO Box 531 Wrangell, Alaska 99929

Authorized Signer: _____
(printed name)

STEVEN ELLIOT 6-19-2019
STEVEN ELLIOT

SIGNATURE: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13g

Approval of Property, Liability and Workers Compensation Insurance Policies Renewal with Alaska Public Entity Insurance (APEI) in the Amount of \$300,517.86

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

Expenditure Required: \$300,517.86 Total

FY 19: \$	FY 20: \$300,517.86	FY21: \$
-----------	------------------------	----------

Amount Budgeted:

FY20 \$305,698

Account Number(s):

All Funds 7508

Account Name(s):

Insurance Accts Across all Funds

Unencumbered Balance(s) (prior to expenditure):

\$305,698

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1) APEI Quote

RECOMMENDATION MOTION:

Move to approve the Property, Liability and Workers Compensation Insurance Policies Renewal with Alaska Public Entity Insurance (APEI) in the Amount of \$300,517.86.

SUMMARY STATEMENT:

It is time for the annual renewal of the Borough's insurance policies with Alaska Public Entity Insurance (APEI) for Liability, Property, Vehicle and Workers Compensation. It is my understanding that approval of the insurance renewal has not previously been brought to the Assembly for approval. As this "contract" is more than \$300,000 it is before the Assembly for

consideration. Insurance rates are increasing significantly this year. The next two paragraphs of the narrative is from Susan Erickson, our insurance agent, describing the reasons for the increases.

“Overall the renewal rates are not positive. The increases are coming from reinsurance carriers for property and liability insurance. On the property side, 2017 and 2018 were difficult years for the worldwide property reinsurance market, with a significant number of catastrophes. This, combined with a few large Alaska Claims in recent years has resulted in an overall property rate increase.

On the liability front there have been significant costs of recent claims for both APEI’s municipal and school district members, as well as reinsurers’ apprehensions about the public entity market in general. Concerns are about both the severity of the losses (including a couple of recent multi-million-dollar APEI claims), as well as the frequency of some claim types, most specifically employment practices. The liability cost is the largest percentage of increase in your premium.”

Last year the Borough paid \$234,284. This year the quote is \$300,517.86. That includes an increase in several building values. It also includes \$15,531.50 for Flood & Earthquake Insurance, which the Borough has not previously held. This year’s quote also includes insurance for the hospital building, the premium for which is \$19,952.

By committing to a three-year policy with APEI, the Borough is receiving a credit of \$15,040.15. Worked into the premium costs (prior to the three-year policy credit) is a longevity credit of \$26,761.47 because the CBW has been with APEI for a long period of time. Since 2010 the CBW has received this credit. It’s a way APEI has returned excess capital to their members. The CBW credit is based on our premium paid, our loss experience and length of time as an APEI member. If the Borough does not renew with APEI we do not receive this credit.

Aleisha Mollen, Accounting Generalist, has been working with APEI to determine additional ways the CBW can reduce our premiums, through staff training, and other mechanisms. As we are able to implement some of these options they will be reported to the Assembly.

Across all funds the FY20 Budget includes \$305,698 for insurance – about \$5,000 more than the total premiums including the Flood & Earthquake insurance and the hospital premium.

Program Premium Summary

City & Borough of Wrangell

AcctID# 251

Policy Year: July 1, 2019 - July 1, 2020



Property & Mobile Equipment

	APEI Aggregate Limit of Insurance	Deductible	Total Stated Value	Gross Premium	Longevity Credit	Gross Premium After Longevity Credit
PROPERTY - ALL RISK COVERAGE						
Buildings, Contents, Docks, Other	\$200,000,000	Varies	\$88,660,200	\$83,186.47	\$6,488.53	\$76,697.94
Fine Arts	\$5,000,000	\$5,000	\$700,000	\$751.43	\$58.61	\$692.82
Mobile Equipment	\$10,000,000	Varies	\$2,488,362	\$7,002.70	\$546.21	\$6,456.49
EARTHQUAKE & FLOOD COVERAGE *	\$75,000,000	Varies		\$16,845.46	\$1,313.96	\$15,531.50
EQUIPMENT BREAKDOWN COVERAGE	\$200,000,000	Varies		Included		Included

Liability & Automobile

	Limit of Insurance	Deductible	Rated Payroll or Vehicle	Gross Premium	Longevity Credit	Gross Premium After Longevity Credit
GENERAL LIABILITY						
	\$15,500,000		\$4,003,685	\$104,335.28	\$8,138.15	\$96,197.13
Comprehensive Liability		\$0				
Public Officials E&O		\$0				
Law Enforcement Liability		\$10,000				
Employment Practices Liability		\$10,000				
Employee Benefits Liability		\$0				
Water/Sewer Backup Liability		\$10,000				
AUTOMOBILE						
Liability	\$15,500,000	\$0	58	\$21,508.37	\$1,677.62	\$19,830.75
Physical Damage	As Scheduled	Varies	10	\$3,674.84	\$286.63	\$3,388.21
UM/UIM Liability	\$250,000	\$0		Included		Included
UM/UIM Physical Damage	\$25,000	\$250		Included		Included
Non-owned Auto Physical Damage	\$50,000	\$1,000		Included		Included
VOLUNTEER MEDICAL COVERAGE	\$50,000	\$0		Included		Included

Worker's Compensation

	Limit of Insurance	Deductible	Rated Payroll	Gross Premium	Longevity Credit	Gross Premium After Longevity Credit
WORKERS' COMPENSATION (STATE ACT)	Statutory	\$0	\$3,919,638	\$105,791.59	\$8,251.76	\$97,539.83
EMPLOYER'S LIABILITY	\$3,000,000	\$0		Included		Included

Specialty Coverages

	Limit of Insurance	Deductible	Gross Premium	Longevity Credit	Gross Premium After Longevity Credit
PUBLIC ENTITY CRIME COVERAGE	\$1,000,000	\$2,500	Included		Included
CYBER LIABILITY	\$2,000,000	\$2,500	Included		Included

Total Premium

\$343,096.14 \$26,761.47 \$316,334.67

5% DISCOUNT FOR SIGNING A 3 YR AGREEMENT (OPTIONAL)

(\$15,816.81)

Total Premium After Discount for Three Year Agreement

\$300,517.86

* Optional Coverage: member did NOT select Earthquake and Flood Coverage last year

Wednesday, May 8, 2019

Property Premium Allocation For Buildings and Other Structures

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



APEI ID#	Description	Location	City	Structure/Contents Deductible *	Building Value	Contents Value	Docks & Other Value	Total Stated Value	Premium
251-202	Cold Storage Facility	647 Shakes St.	Wrangell	\$25,000 / \$10,000	2,633,450	0	0	2,633,450	\$2,557.65
251-203	Storage Bldg	296 Campbell Dr.	Wrangell	\$25,000 / \$10,000	300,000	0	0	300,000	\$327.05
251-204	Nolan Center (museum)	296 Campbell Dr.	Wrangell	\$25,000 / \$10,000	8,239,370	1,385,770	0	9,625,140	\$10,493.01
251-206	Generator Building #1/2\$500KW Unit	1050 Case Ave. (Block 83 Lot 10)	Wrangell	\$25,000 / \$10,000	130,000	582,000	0	712,000	\$776.20
251-207	2000 KW UNIT in building 251-211	1050 Case Ave. (Block 83 Lot 10)	Wrangell	\$25,000 / \$10,000	0	400,000	0	400,000	\$436.07
251-208	2000 KW UNIT in building 251-211	1050 Case Ave. (Block 83 Lot 10)	Wrangell	\$25,000 / \$10,000	0	400,000	0	400,000	\$436.07
251-209	2000 KW UNIT in building 251-211	1050 Case Ave. (Block 83 Lot 10)	Wrangell	\$25,000 / \$10,000	0	400,000	0	400,000	\$436.07
251-211	Generator Building, #2/Main Building	1050 Case Ave. (Block 83 Lot 10)	Wrangell	\$25,000 / \$10,000	5,906,760	375,420	0	6,282,180	\$6,848.62
251-212	Public Works, Garage, & Power Offices	1064 Case Ave. (Block 83 Lot 10)	Wrangell	\$25,000 / \$10,000	4,009,950	654,500	0	4,664,450	\$5,085.03
251-213	Sanitation Building (MHF)-Landfill	716 Evergreen Ave.	Wrangell	\$25,000 / \$10,000	1,799,510	10,970	0	1,810,480	\$1,973.73
251-214	Public Safety Building	431 Zimovia Hwy	Wrangell	\$25,000 / \$10,000	9,425,550	1,248,530	0	10,674,080	\$11,636.53
251-215	Dock-Dolphin & Barge	Front St.	Wrangell	\$25,000 / \$10,000	0	0	3,336,680	3,336,680	\$3,271.17
251-216	Shoemaker Bay Fire Substation	5.5 Mile Zimovia Hwy (Lot 6 Block 2 USS 3709)	Wrangell	\$25,000 / \$10,000	936,750	76,560	0	1,013,310	\$1,104.67
251-217	Storage Garage	(unknown) Case Ave.	Wrangell	\$25,000 / \$10,000	200,000	73,000	0	225,200	\$245.51

Property Premium Allocation For Buildings and Other Structures

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



APEI ID#	Description	Location	City	Structure/Contents Deductible *	Building Value	Contents Value	Docks & Other Value	Total Stated Value	Premium
251-219	Water Treatment Plant	601 Wood St.	Wrangell	\$25,000 / \$10,000	1,172,240	27,370	0	1,199,610	\$1,307.77
251-220	City Hall	205 Brueger St	Wrangell	\$25,000 / \$10,000	1,697,840	176,900	0	1,874,740	\$2,043.78
251-221	Senior Center	Lot 17 Block 3	Wrangell	\$25,000 / \$10,000	350,000	0	0	350,000	\$381.56
251-222	Dolphin Barge Ramp 12/2	Outer Drive	Wrangell	\$25,000 / \$10,000	0	0	1,039,560	1,039,560	\$1,019.15
251-223	Harbor Office	671 Shakes St.	Wrangell	\$25,000 / \$10,000	350,000	40,000	0	390,000	\$425.16
251-224	Library	124 Second St.	Wrangell	\$25,000 / \$10,000	2,198,480	781,280	0	2,979,760	\$3,248.43
251-225	Old Mill Dock	Block 7, Log 1	Wrangell	\$25,000 / \$10,000	0	0	10,816,620	10,816,620	\$10,604.27
251-226	Community Center (Gym)	306 Church Street	Wrangell	\$25,000 / \$10,000	5,378,340	211,640	0	5,589,980	\$6,094.02
251-228	Public Works Storage	1119 Case Ave	Wrangell	\$25,000 / \$10,000	110,000	94,500	0	204,500	\$222.93
251-229	Wastewater Treatment Plant	1411 Zimovia Hwy	Wrangell	\$25,000 / \$10,000	1,107,930	87,530	0	1,195,460	\$1,303.25
251-230	Wrangell Medical Center	310 Bennett St	Wrangell	\$25,000 / \$10,000	18,618,000	1,925,000	0	20,543,000	\$19,951.74
Total					64,564,170	8,903,170	15,192,860	88,660,200	\$92,229.44

*Applies to All-Risk, Earthquake and Flood, and Equipment Breakdown coverages

Fine Arts Premium Allocation
City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



Serial / Catalog #	Description	Location	Stated Value	Premium
	Frog posts	Wrangell Museum	300,000	\$296.92
1936.368	Tlingit Wood hat	Wrangell Museum	100,000	\$98.98
	Killer Whale Flotilla Robe	Wrangell Museum	150,000	\$148.46
1953.616	Tlingit Wood Staff	Wrangell Museum	125,000	\$123.71
	Marmot Hat	Wrangell Museum	25,000	\$24.75
Total			700,000	\$692.82

Mobile Equipment Premium Allocation

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



Equipment ID#	Serial #	Model Year	Make	Model	Deductible	Stated Value	Premium
	KCW10068 (Machine ID: 17W01172)	2017	Caterpillar	Hydraulic Excavator Model 311F RR	5,000	184,680	\$538.72
	CAT0140MPN9J00219	2014	CAT	140-M	10,000	323,682	\$878.10
	13016	2013	300T	Ascom Travel Lift	25,000	1,110,000	\$2,557.97
	5LN02894	2012	Caterpillar	D6R Track type tractor	5,000	110,000	\$320.87
	TXE01406	2011	CAT	966	5,000	225,000	\$656.33
	DMY02707	2011	CAT	303 Excavator	5,000	25,000	\$72.93
	4127008	2008	Brownell	Hydraulic boat Trailer	5,000	55,000	\$160.44
	CAT0924HEHXC00863	2008	Caterpillar	Loader/tool carrier	5,000	70,000	\$204.20
	150C	2006	Marine	Travelift, Inc	10,000	275,000	\$746.04
	BLN 13117	2005	Caterpillar	420 DIT Backhoe Loader	5,000	40,000	\$116.68
	DBT00744	2003	Caterpillar	IT-28-G Tool Carrier	5,000	30,000	\$87.52
	K10280	2002	Asten Cook	Portable Asphalt Recycler	5,000	10,000	\$29.17
	2LS-316	2000	Caterpillar	Excavator 311B	5,000	10,000	\$29.17
	4MK00536	1998	Caterpillar	120 H Grader	5,000	15,000	\$43.76
	CHO70014701	1987	John Deere	750 Backhoe/Loader	5,000	5,000	\$14.59
Total						2,488,362	\$6,456.49

Automobile Premium Allocation

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle
	1FM5K8ARXJGC43041	2018	Ford	Explorer Police Interceptor	31,766	Yes	1,000	\$651.13	\$304.46	\$955.59
		2017	Ford	F550		No		\$286.49	\$0.00	\$286.49
	1FDUF5HY5GEA92660	2016	Ford	F550 Super Duty		No		\$286.49	\$0.00	\$286.49
14	1FT7X2B68FEA13470	2015	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
08	1FDUF5HY9FEA58851	2015	Ford	F550 Super Duty		No		\$286.49	\$0.00	\$286.49
17	1FDUF5HT7EEA60634	2014	Ford	F550 Super Duty		No		\$286.49	\$0.00	\$286.49
	1FTBF2B63FEB89582	2014	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
07	1FT7X2B69DEB36126	2013	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
37	3HAMMAAN5DL214430	2013	International	4000 Series 4300		No		\$286.49	\$0.00	\$286.49
16	1FT7X2B66CEC98794	2012	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
20	1FTBF2B6XBEB05526	2011	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
35	1FVACYBS5ADAS2781	2010	Freightliner	Model M2	40,000	Yes	1,000	\$442.77	\$383.39	\$826.16
34	1FVACYBS3ADAS2780	2010	Freightliner	M2 106 Medium Duty	40,000	Yes	1,000	\$442.77	\$383.39	\$826.16
127	RFB09ATV49K6J1382	2009	Arctic Cat	366		No		\$0.00	\$0.00	\$0.00
11	1FTNF21509EA90969	2009	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
72	1FTWF31569EA90971	2009	Ford	F350 Super Duty		No		\$300.04	\$0.00	\$300.04
01	1FTWF315X9EA90973	2009	Ford	F350 Super Duty		No		\$300.04	\$0.00	\$300.04
65	1FDAF57R68ED15559	2008	Ford	F550 Super Duty		No		\$651.13	\$0.00	\$651.13
71	1FTWW31588EE58095	2008	Ford	F350 Super Duty		No		\$651.13	\$0.00	\$651.13
81	1FDXF47R98EE36316	2008	Ford	F450 Super Duty	20,000	Yes	1,000	\$442.77	\$191.69	\$634.46

Automobile Premium Allocation

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle
29	2FAFP71V88X141278	2008	Ford	Crown Victoria		No		\$651.13	\$0.00	\$651.13
25	2FAFP71VX8X141279	2008	Ford	Crown Victoria		No		\$651.13	\$0.00	\$651.13
69	1FDAF57R08EC21936	2008	Ford	F550 Super Duty		No		\$286.49	\$0.00	\$286.49
78	1FDAF57P87EB16557	2007	Ford	F550 Super Duty		No		\$286.49	\$0.00	\$286.49
79	1FDWF37PX7EB42989	2007	Ford	F350 Super Duty		No		\$300.04	\$0.00	\$300.04
	NA	2007	Svendsen	Aluminum skiff		No		\$0.00	\$0.00	\$0.00
103	5Y4AJ14Y77A029112	2007	Yamaha	Grizzly		No		\$0.00	\$0.00	\$0.00
115	5Y4AJ14Y07A031297	2007	Yamaha	Grizzly		No		\$0.00	\$0.00	\$0.00
26	2FAHP71W56X149806	2006	Ford	Crown Victoria		No		\$651.13	\$0.00	\$651.13
93	1FMPU16L64LB19634	2004	Ford	Expedition XLT		No		\$300.04	\$0.00	\$300.04
77	1FTZR45E54PA75542	2004	Ford	Ranger		No		\$300.04	\$0.00	\$300.04
91	1FTNX21L74EC52004	2004	Ford	F250 Super Duty		No		\$442.77	\$0.00	\$442.77
82	1FDXF47F43EA94076	2003	Ford	F450 Super Duty	15,000	Yes	1,000	\$442.77	\$143.77	\$586.54
28	1FTNF21L13EA94230	2003	Ford	F250 Super Duty		No		\$300.04	\$0.00	\$300.04
21	1B4HS48ZX2F173223	2002	Dodge	Durango		No		\$651.13	\$0.00	\$651.13
85	1FVDBXBS72HK02264	2002	Freightliner	Med Conv FL80	90,000	Yes	1,000	\$442.77	\$879.28	\$1,322.05
92	1FMNU41S01EC20935	2001	Ford	Excursion XLT		No		\$442.77	\$0.00	\$442.77
23	2FAFP71W71X141190	2001	Ford	Crown Victoria		No		\$651.13	\$0.00	\$651.13
36	1HTSLABPOYH215183	2000	International	Line Truck		No		\$286.49	\$0.00	\$286.49
	SMK06169D000	2000	Smokercraft	Boat		No		\$0.00	\$0.00	\$0.00
38	1HTSEAAR6XH621089	1999	International	4800 Digger Derrik		No		\$286.49	\$0.00	\$286.49
126	JY4AJ03W8YA030465	1999	Yamaha			No		\$0.00	\$0.00	\$0.00

78

Automobile Premium Allocation

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



Member Vehicle ID	VIN #	Model Year	Make	Model	Insured Value	Phys Damage Coverage?	Phys Damage Deductible	Liability Premium	Phys Damg Premium	Total Vehicle
87	1FV6JLCB1WH930896	1998	Pierce	Fire Truck	50,000	Yes	1,000	\$442.77	\$479.23	\$922.00
47	1GBGK24R4VE254533	1997	Chevrolet	K2500		No		\$300.04	\$0.00	\$300.04
27	1GTHK33F7TF016664	1996	GMC	Sierra K3500		No		\$300.04	\$0.00	\$300.04
22	1FMDU34X4SUB68326	1995	Ford	Explorer		No		\$300.04	\$0.00	\$300.04
06	1FTEF25Y5SNB26035	1995	Ford	F250		No		\$300.04	\$0.00	\$300.04
18	2FTHF26H1RCA62071	1994	Ford	F250		No		\$300.04	\$0.00	\$300.04
04	2FTHF25H7NCA22311	1992	Ford	Pickup		No		\$300.04	\$0.00	\$300.04
94	1FDXR82A6MVA13154	1991	Ford	Conventional N LN8000F		No		\$442.77	\$0.00	\$442.77
44	1FUW3ECA8MP501842	1991	Freightliner	Conventional FLD112		No		\$442.77	\$0.00	\$442.77
86	1F9EX28H0JCST1166	1988	Seagrave	Fire Truck	40,000	Yes	1,000	\$442.77	\$383.39	\$826.16
88	1FDYA90W9HVA54268	1987	Ford	Conventional L LTL9000	10,000	Yes	1,000	\$442.77	\$95.84	\$538.61
89	IHTAR18520HB13977	1983	International	Truck	15,000	Yes	1,000	\$442.77	\$143.77	\$586.54
32	1M2T148C5DM001493	1983	Mack	600 RS600		No		\$286.49	\$0.00	\$286.49
140	AKZ7297AL010	1982	Stutz	16' Skiff w/ 2009 Mercury 60 hp OB		No		\$0.00	\$0.00	\$0.00
30	CPL3573307582	1977	Chevrolet	Van		No		\$300.04	\$0.00	\$300.04
80	Lic #AK24563	1934	Ford	Antique Fire Truck		No		\$300.04	\$0.00	\$300.04
Total Vehicle Count: 58		Count of Vehicles with Physical Damage coverage:				10		\$19,830.75	\$3,388.21	\$23,218.96

Workers' Compensation Premium Allocation

City & Borough of Wrangell

AcctID# 251

Policy Year 2019/2020



Class Code	WC State	Class Description	Payroll	Experience Mod	Loss Control Credit	Premium	WC Rate per \$100 of Payroll
6836	AK	Harbor, Marine	368,391	0.77	0.0%	\$12,113.97	3.2883
7520	AK	Water Works Operators, Drivers	115,025	0.77	0.0%	\$2,938.13	2.5543
7539	AK	Electric Power Operators	327,934	0.77	0.0%	\$10,783.60	3.2883
7580	AK	Sewage Treatment Operators, Drivers	108,770	0.77	0.0%	\$3,044.48	2.7990
7590	AK	Garbage Works - Landfill and Incinerator	53,442	0.77	0.0%	\$1,610.91	3.0143
7710	AK	Firefighters & Drivers	99,152	0.77	0.0%	\$3,415.72	3.4449
7711	AK	Firefighters & Drivers~Volunteers	66,000	0.77	0.0%	\$2,273.65	3.4449
7720	AK	Police Officers	757,854	0.77	0.0%	\$23,066.63	3.0437
8380	AK	Municipal Garage, Retail Fuel Sales	113,551	0.77	0.0%	\$3,633.93	3.2003
8810	AK	Clerical, Professional, Elected Officials	1,014,987	0.77	0.0%	\$2,682.02	0.2642
8810	ID	Clerical, Professional, Elected Officials	84,047			\$0.00	-
9015	AK	Building, Operators, Owners, Lease	215,015	0.77	0.0%	\$9,237.86	4.2964
9102	AK	Parks and Recreation	248,895	0.77	0.0%	\$8,671.71	3.4841
9154	AK	Theater Employees	30,000	0.77	0.0%	\$622.43	2.0748
9403	AK	Refuse Collectors	48,964	0.77	0.0%	\$2,534.96	5.1772
9410	AK	General Municipal Employees, Other	351,658	0.77	0.0%	\$10,909.83	3.1024
			4,003,685			\$97,539.83	

UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION FORM

City & Borough of Wrangell

AcctID# 251

Policy Year: July 1, 2019 - July 1, 2020



APEI's automobile policy includes Uninsured Motorists (UM) and Underinsured Motorists (UIM) bodily injury coverages with a policy limit of \$250,000 per accident. It also includes UM and UIM property damage coverage at a limit of \$25,000 per accident with a \$250 deductible. UM and UIM property damage coverage applies only to vehicles for which the member has purchased physical damage coverage.

Uninsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has no liability protection and is legally responsible for the injuries or the damage. This includes a hit-and-run vehicle whose owner and operator cannot be identified.

Underinsured Motorists Coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has liability protection but not enough to pay the full amount that the injured person is legally entitled to recover as damages.

We offer higher limits of UM and UIM bodily injury at an additional cost for members desiring to increase their coverage. Please indicate below whether or not you wish to add coverage at these higher limits, and if so, which limits you are requesting.

Uninsured Motorists and Underinsured Motorists Coverage Selection

_____ I select UM/UIM bodily injury coverage at higher limits as indicated below:

	Split Limit (per Person / per Accident)	Additional Premium
_____	\$250,000 / \$300,000	\$4,066.37
_____	\$300,000 / \$500,000	\$7,394.92
_____	\$500,000 / \$500,000	\$8,216.32
_____	\$500,000 / \$1,000,000	\$8,954.14
_____	\$1,000,000 / \$2,000,000	\$17,086.43

_____ I decline high UM/UIM bodily injury limits, and will retain UM/UIM bodily injury coverage at the APEI standard limit of \$250,000 per accident for no additional premium

Signature of Member: _____

Date: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	June 25, 2019
	<u>Agenda NO.</u>	13h

Approval to Dispose of City Surplus Property

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

Amount Budgeted:

FY19 \$XXX

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) List of Surplus Items; 2) Waivers

RECOMMENDATION MOTION:

Move to approve the disposition of surplus property in conformance with Wrangell Municipal Code Section 5.10.060.

SUMMARY STATEMENT:

Section 5.10.060 of the Wrangell Municipal Code (WMC) outlines the requirements for the sale of surplus, obsolete, or unneeded personal property. Subsection A requires the Assembly to approve the disposition of surplus items either by motion or by resolution.

The Borough has some surplus property that is no longer used or needed. Administration is recommending these items be appropriately disposed of.

Although these items are no longer needed by the Borough, they may be useful to others. If approved by the Assembly, staff will advertise these items for sale by sealed bid. It is recommended that if these items do not sell during the bid period, that they go out for sale over the counter (with a minimum price) on a first come first serve basis.

In conformance with WMC the list of items and details of the sale will be advertised in the newspaper. Additionally, this information will be posted on the Borough website and Facebook page.

Seven items, a Covered Aluminum Gangway (Shoemaker), 1995 Ford F-250, 2001 Ford Crown Victoria Car, two (2) Winches, and an Asphalt Patching Machine, are in fair/poor condition. The staff has worked with the Attorney to develop waivers of liability for these items. Copies of those waivers are attached for your information.

City & Borough of Wrangell
City Surplus List
July 19, 2019 @ 2:00 p.m.

Item #	Department	Item	Description	Serial Number - Other Information	Cond.	Location for Public Inspection	Minimum Bid Amount
1	Harbor	Shoemaker Gangway	6.5' x 65' Covered Aluminum Gangway		good	Shoemaker Harbor	\$10,000
2	WCVB	32" Sylvania Color TV	Right Side of screen is faulty / no remote	LC321SS9	works	City Hall	\$5
3	City Hall	Sharp Calculator	Paper does not print	VX-1652H	works	City Hall	\$1
4	Library	Dell 4 Laptop	Used at the Library / Windows 7 Laptop	2011 model / Latitude	works	City Hall	\$15
5	Public Works	Flat head	Taken out of old Firetruck		Not Running	Shoemaker Park Shed	\$20
6	Public Works	Air Compressor	Gas Powered		Fair	City Garage	\$50
7	Public Works	Brake Lathe	Star Brake Lathe		Fair	City Garage	\$100
8	Public Works	Valve Refacer	Black and Decker Valve Refacer		Fair	City Garage	\$100
9	Public Works	Air Compressor	220 V, Electric Air Compressor, Industrial Grade		Broken	City Garage	\$50
10	Public Works	Pickup	1995 Ford F-250 2WD		Fair	City Garage	\$1,000
11	Public Works	Car	2001 Ford Crown Victoria		Fair	City Garage	\$1,000
12	Public Works	Winch	Large Bumper Winch from Pole Truck		Fair	Shoemaker Park Shed	\$50
13	Public Works	Asphalt Patching Machine			Fair	City Garage	\$100
14	Public Works	Car Divider (used in PD car)			Fair	Shoemaker Park Shed	\$20
15	Public Works	Car Divider (used in PD car)			Fair	Shoemaker Park Shed	\$20
16	Public Works	Car Divider (used in PD car)			Fair	Shoemaker Park Shed	\$20
17	Public Works	Car Divider (used in PD car)			Fair	Shoemaker Park Shed	\$20
18	Light Dept	Front Bumper Mounted Winch			Fair	Shoemaker Park Shed	\$100

WAIVER AND RELEASE OF LIABILITY

6.5' x 65' Covered Aluminum Gangway

I, _____, understand and acknowledge that I am purchasing a 6.5' x 65' Covered Aluminum Gangway from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the Covered Gangway may not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the Covered Gangway in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the Covered Gangway. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the Covered Gangway. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the Covered Gangway.

Dated: _____

Printed Name and Signature

WAIVER AND RELEASE OF LIABILITY

1995 Ford F-250 2WD

I, _____, understand and acknowledge that I am purchasing a 1995 Ford F-250 2WD from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the 1995 Ford F-250 does not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the 1995 Ford F-250 in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the 1995 Ford F-250. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the 1995 Ford F-250. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the 1995 Ford F-250.

Dated: _____

Printed Name and Signature

WAIVER AND RELEASE OF LIABILITY

2001 Ford Crown Victoria

I, _____, understand and acknowledge that I am purchasing a 2001 Ford Crown Victoria from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the 2001 Ford Crown Victoria does not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the 2001 Ford Crown Victoria in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the 2001 Ford Crown Victoria. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the 2001 Ford Crown Victoria. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the 2001 Ford Crown Victoria.

Dated: _____

Printed Name and Signature

WAIVER AND RELEASE OF LIABILITY

Winch

I, _____, understand and acknowledge that I am purchasing a Winch from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the Winch does not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the Winch in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the Winch. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the Winch. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the Winch.

Dated: _____

Printed Name and Signature

WAIVER AND RELEASE OF LIABILITY

Asphalt Patching Machine

I, _____, understand and acknowledge that I am purchasing an Asphalt Patching Machine from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the Asphalt Patching Machine does not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the Asphalt Patching Machine in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the Asphalt Patching Machine. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the Asphalt Patching Machine. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the Asphalt Patching Machine.

Dated: _____

Printed Name and Signature