

Location: Borough Assembly Chambers

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

a. Forest Service Update

### **1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member David Powell
- **b. CEREMONIAL MATTERS** 
  - i. PRESENTATION: Representative Dan Ortiz (15-min Update of Current Fiscal Situation)

### 2. ROLL CALL

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

### 4. AMENDMENTS TO THE AGENDA

### 5. CONFLICT OF INTEREST

### 6. CONSENT AGENDA

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

- <u>a.</u> Minutes of the November 9,2021 Regular Assembly Meeting
- b. Minutes of the November 12, 2021 Special Assembly Meeting
- c. Approval of Liquor License 1159 (Totem Bar Beverage Dispensary) Renewal
- d. Approval of Liquor License 1160 (Totem Bar Liquor Store) Renewal

### 7. BOROUGH MANAGER'S REPORT

- a. Windstorm Debrief Incident Report (will be provided on or before the meeting by Captain Sprehe)
- b. Economic Development Report for November 2021
- <u>c.</u> Institute Property Development Update
- d. Capital Facilities Department Report
- e. Library Report
- <u>f.</u> Harbormaster Report December 2021
- g. Wrangell Freight Study 2021
- <u>h.</u> Finance Director's Report December 2021

### 8. BOROUGH CLERK'S FILE

### a. Borough Clerk's Report

### 9. MAYOR AND ASSEMBLY BUSINESS

### **10. MAYOR AND ASSEMBLY APPOINTMENTS**

a. Appointment to fill the Vacancy of the Alternate Member on the SEASWA (Southeast Alaska Solid Waste Authority) Board of Directors

### **11. PUBLIC HEARING**

**a. PUBLIC HEARING:** Community Development Block Grant - Corona Virus: Accepting Alternative Proposals for Funding Consideration and Seeking Further Citizen Views and Community Comments on Proposed Projects for Funding under the FY20 Community Development Block Grant -Corona Virus (CDBG-CV) Program and Selecting a Project

### **12. UNFINISHED BUSINESS**

### **13. NEW BUSINESS**

- **a. EMERGENCY ORDINANCE No. 1014** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH JUNE 28, 2022
- **b. ORDINANCE No. 1015** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 3.05.020, ORDER OF BUSINESS AND TO REPEAL AND REENACT SECTION 3.05.100 RECONSIDERATION OF THE WRANGELL MUNICIPAL CODE
- **<u>c.</u> RESOLUTION No. 12-21-1639** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING THE WRANGELL COORDINATED TRANSPORTATION PLAN TO BE SUBMITTED TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
- **d. RESOLUTION No. 12-21-1640** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE PRIORITY CAPITAL PROJECTS FOR SUBMISSION TO THE STATE OF ALASKA DESIGNATED LEGISLATIVE GRANTS PROGRAM (CAPSIS) FOR FY 2023
- **<u>e.</u> RESOLUTION No. 12-21-1641** OF THE CITY AND BOROUGH OF WRANGELL ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY22 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 18: CENTRAL SOUTHEAST AREA
- **f. RESOLUTION No. 12-21-1642** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND AND TRANSFERRING \$19,292 FROM GENERAL FUND RESERVES TO FINANCE DEPARTMENT SALARIES AND WAGES AND TRANSFERING \$7,287 FROM GENERAL FUND RESERVES TO THE FINANCE DEPARTMENT PERSONNEL BENEFITS ACCOUNT
- **g. RESOLUTION No. 12-21-1643** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA CREATING THE PROPERTY AND SALES TAX ACCOUNTING CLERK JOB DESCRIPTION WITHIN THE FINANCE DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE
- **h. RESOLUTION No. 12-21-1644** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE IMLS FEDERAL GRANT REVENUE FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$14,040
- **i. RESOLUTION No. 12-21-1645** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, APPROVING THE TEMPORAY PART-TIME LIBRARY ASSISTIANT I JOB DESCRIPTION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

- **j. RESOLUTION No. 12-21-1646** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND BY ACCEPTING THE EASY ARPA GRANT IN THE AMOUNT OF \$5,916 AND AUTHORIZING ITS EXPENDITURE FOR THE PURCHASE OF A NEW TESTING COMPUTER WORKSTATION AND THE PURCHASE OF LIBRARY BOOKS
- **k. RESOLUTION No. 12-21-1647** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM THE MEYERS CHUCK RESERVE ACCOUNT TO THE MEYERS CHUCK HARBOR REPLACEMENT CAPITAL PROJECT ACCOUNT IN THE AMOUNT OF \$250,253 AND AUTHORIZING ITS EXPENDITURES
- L. RESOLUTION No. 12-21-1648 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY2022 BUDGET BY TRANSFERRING FUNDS FROM THE CARES ACT FUND TO THE AIRPORT RUNWAY LIGHTING BACKUP GENERATOR CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE
- **m. RESOLUTION No. 12-21-1649** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$30,000 FROM THE INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT
- <u>n.</u> Approval of a contract award to Buness Electric in the amount of \$38,448 for the Pool Lighting Replacement Project
- **O. RESOLUTION NO. 12-21-1650** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY2022 BUDGET BY TRANSFERRING FUNDS FROM THE SALES TAX, HEALTH, SANITATION, EDUCATION RESERVE TO THE UPPER DAM STABILIZATION ALTERNATIVES ANALYSIS CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE
- **D. RESOLUTION No. 12-21-1651** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY21 BUDGET OF THE WRANGELL MUNICIPAL LIGHT AND POWER DEPARTMENT (WML&P) BY TRANSFERRING \$24,158.15 FROM WML&P'S CASH RESERVES TO THE P&L CAPITAL PROJECTS EQUIPMENT AND VEHICLES ABOVE \$5,000 ACCOUNT FOR THE PURPOSE OF CONTRACTING WITH MARINE SYSTEMS, INC. (MSI) TO INSTALL A NEW GEAR DAMPER IN GENERATOR UNIT #1
- **<u>q.</u>** Approval of Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Upper Dam Stabilization Alternatives Analysis Project in the amount of \$100,384
- <u>r.</u> Approval of the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) 1547
- **S. ORDINANCE No. 1016** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.192, 15.12.200, 15.12.210, AND 15.12.215 IN CHAPTER 15.12, ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE
- 14. ATTORNEY'S FILE Available for Assembly review in the Borough Clerk's office

### **15. EXECUTIVE SESSION**

- a. **Executive Session:** To discuss the possible Acquisition of Land
- **b. Executive Session:** Discussion on the Proposed IBEW Collective Bargaining Agreement

### **16. ADJOURNMENT**

### **Minutes of Regular Assembly Meeting**

### Held on November 9, 2021

Vice Mayor Gilbert called the Regular Assembly meeting to order at 7:00 p.m., November 9, 2021, in the Borough Assembly Chambers. Assembly Member Morrison led the pledge of allegiance, and the roll was called.

PRESENT: DEBORD, POWELL, HOWE, DALRYMPLE, GILBERT, MORRISON

ABSENT: PRYSUNKA

Interim Borough Manager Good and Deputy Borough Clerk Marshall were also in attendance.

<u>CEREMONIAL MATTERS</u> – None.

<u>PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE</u> **Steve Murphy, resident** spoke in opposition of a COVID vaccine mandate.

AMENDMENTS TO THE AGENDA - None.

<u>CONFLICT OF INTEREST</u> – None.

### **CONSENT AGENDA**

- a. Minutes of the October 26, 2021 Regular Assembly Meeting
- b. Minutes of the October 27, 2021 Special Assembly Meeting
- c. RESOLUTION No. 11-21-1629 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ASSESSMENT VALUE FOR TAX YEAR 2021 FOR DARRELL WEBSTER '73 12X68 GREAT LAKES, DUE TO A MANIFEST CLERICAL ERROR
- d. RESOLUTION No. 11-21-1630 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ASSESSMENT VALUE FOR TAX YEAR 2021 FOR KEVIN & MOIRA FISH, LOT B-1A, CAPPY SUBDIVISION, DUE TO A MANIFEST CLERICAL ERROR
- e. RESOLUTION No. 11-21-1631 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ASSESSMENT VALUE FOR TAX YEAR 2021 FOR DAVID DAVIDSON, LOT 11A-1, GREENVALLEY SUBD II SUBDIVISION, DUE TO A MANIFEST CLERICAL ERROR
- f. RESOLUTION No. 11-21-1632 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE ASSESSMENT VALUE FOR TAX YEAR 2021 FOR ROYCE RATH LOT 5, BLOCK 1, USS 1593 SUBDIVISION, 520 EVERGREEN AVE, DUE TO A MANIFEST CLERICAL ERROR
- g. CORRESPONDENCE: Minutes from the September 13, 2021, Regular School Board Meeting

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

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

Manager Good spoke on the Infrastructure Bill; will be looking in the future at what would be most beneficial for us to go after; will look at holding a Special Assembly meeting so that the Assembly can approve an application for the Lost Revenue Relief via the Division of Community an Regional Affairs ARPA Local Government Lost Revenue Relief Program. A Special Assembly meeting was set for Friday, November 12<sup>th</sup> at 5:00 PM.

Captain Dorianne Sprehe provided a COVID update.

<u>BOROUGH CLERK'S REPORT</u> Clerk Lane's report was provided.

### MAYOR AND ASSEMBLY BUSINESS

<u>MAYOR AND ASSEMBLY APPOINTMENTS</u> SEAPA Board Appointments (2 voting members & 2 alternate members)

Vice-Mayor Gilbert appointed the following persons to the SEAPA Board for the 2022 Calendar Year:

VOTING MEMBERS: Steve Prysunka and Steve Henson

ALTERNATE MEMBERS: Mason Villarma and Mark Walker

There were no objections from the Assembly on the appointments.

<u>PUBLIC HEARING</u> – None.

### **UNFINISHED BUSINESS**

**12a** Repeal of Emergency Ordinance No. 1012 (requested by Assembly Member DeBord)

### M/S: Morrison/DeBord moved to Repeal Emergency Ordinance No. 1012.

DeBord stated that he had requested this because he believed that this should be a recommendation and not a mandate.

After extensive discussion, the assembly voted the following:

## Motion failed with Howe, Dalrymple, Powell, Morrison, and Vice-Mayor Gilbert voted no; DeBord voted yes.

**12b EMERGENCY ORDINANCE No. 1012 (A)** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, 994, 1003, AND 1011, AMENDING EMERGENCY ORDINANCE NO 1012, TO INCLUDE PROVISIONS FOR ENTITIES WHO FOLLOW THEIR OWN MITIGATION PLAN AND ADOPTING INTERNATIONAL, INTERSTATE, AND INTRASTATE TRAVEL TESTING MEASURES

### *M/S:* Powell/Morrison to approve Emergency Ordinance No 1012 (A).

After extensive discussion, the consensus of the Assembly was not to amend the Emergency Ordinance and to revisit it in December.

### Motion failed with Morrison, Dalrymple, Powell, DeBord and Vice-Mayor Gilbert voted no; Howe voted yes.

### NEW BUSINESS

**13a** Discussion concerning the Public Safety Building and Former Wrangell Medical Center Building Renovations Alternatives and a Third-Party Interest in the Former Wrangell Medical Center Building

Casey Odell, Regard Recovery stated that they are a healthcare organization that targets substance abuse recovery; they would like to expand into Alaska; she is familiar with the Old Wrangell Medical Center and believes that it would be a good location for the organization for a substance abuse recovery site.

Amber Al-Haddad gave an overview on the environmental concerns of the Old Medical Center; discussed the Public Safety Building (PSB) and the costs for both rebuilding and renovating the building; also discussed the potential to relocate the PSB tenants from the PSB to the Old Medical Center; would be about 30 Million to rebuild the PSB and around 15 Million to renovate the PSB; looking to update a year-old estimate.

After more discussion, Gilbert asked our Borough Manager and Amber to come up with a proposal to give the Assembly a better idea on what funding packages were out there, possibly bonding, and simply on which way we should go.

Good stated that there is the possibility to sell the Wrangell Medical Center As-Is.

Gilbert stated that if the property and building are valued at one-million dollars or more, it will need to go to a vote of the people.

**13b** Approval of a Sole Source Purchase from Primozone, in conformance with Wrangell Municipal Code Section 5.10.050 in the amount of \$75,600 for the Purchase of a Closed Loop Cooling System

# *M/S:* Powell/Morrison to approve a Sole Source purchase from Primozone for the purchase of a Closed Loop Cooling System, in Conformance with Wrangell Municipal Code Section 5.10.050 in the Amount of \$75,600. Motion approved unanimously by polled vote.

**13c RESOLUTION No. 11-21-1633** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY22 BUDGET OF THE WRANGELL MUNICIPAL LIGHT AND POWER DEPARTMENT (WML&P) BY TRANSFERRING \$153,085 FROM WML&P'S CASH RESERVSES TO THE P&L CAPITAL PROJECTS EQUIPMENT AND VEHICLES ABOVE \$5,000 ACCOUNT FOR THE PURPOSE OF CONTRACTING WITH ELECTRICAL POWER SYSTEMS, INC. (EPS) TO DESIGN AND IMPLEMENT SAID DESIGN FOR A NEW CONTROLS SYSTEM FOR GENERATOR UNIT #5

## *M/S:* Powell/Morrison to approve Resolution No. 11-21-1633. Motion approved unanimously by polled vote.

**13d** Approval of a Sole Source Professional Contract with Electric Power Systems, Inc. (EPS), in conformance with Wrangell Municipal Code, Section 5.10.050 in the amount of \$153,085 for the purpose of design and implementation of an Upgrade to Generator Unit #5's Control System

*M/S:* Powell/Morrison to approve a Sole Source Professional Contract with Electric Power Systems, Inc. (EPS), in conformance with Wrangell Municipal Code, Section 5.10.050 in the amount of \$153,085.00 for the purpose of design and implementation of an Upgrade to Generator Unit #5's Control System. Motion approved unanimously by polled vote.

**13e RESOLUTION No. 11-21-1634** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY22 BUDGET OF THE WRANGELL MUNICIPAL LIGHT AND POWER DEPARTMENT (WML&P) BY TRANSFERRING \$269,083.44 FROM WML&P'S CASH RESERVSES TO THE P&L CAPITAL PROJECTS EQUIPMENT AND VEHICLES ABOVE \$5,000 ACCOUNT FOR THE PURPOSE OF CONTRACTING WITH MARINE SYSTEMS, INC. (MSI) TO OVERHAUL THE CENTER SECTION OF GENERATOR UNIT #5

## *M/S:* Powell/Morrison to approve Resolution No. 10-21-1623. Motion approved unanimously by polled vote.

**13f** Approval of a Sole Source Professional Contract with Marine Systems, Inc. (MSI), in conformance with Wrangell Municipal Code, Section 5.10.050 in the amount of \$269,083.44 for the purpose of overhauling Generator Unit #5's Center Section.

*M/S:* Powell/Morrison to approve a Sole Source Professional Contract with Marine Systems, Inc. (MSI), in conformance with Wrangell Municipal Code, Section 5.10.050 in the amount of \$269,083.44 for the purpose of overhauling Generator Unit #5's Center Section. Motion approved unanimously by polled vote.

**13g** Approval to Write Off Delinquent Accounts and Forward to Collection Agency

## *M/S:* Morrison/Powell to Approve writing-off delinquent accounts and forwarding to a Collections Agency. Motion approved unanimously by polled vote.

**13h RESOLUTION No. 11-21-1635** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE TRANSFER OF \$10,000,000 FROM THE BOROUGH'S WELLS FARGO CHECKING ACCOUNT TO THE KEY BANK ALASKA MUNICIPAL LEAGUE INVESMENT POOL ACCOUNT

## *M/S:* Howe/Morrison to approve Resolution No. 11-21-1635. Motion approved unanimously by polled vote.

**13i RESOLUTION No. 11-21-1636** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE PORTS AND HARBORS FUND TRANSFERRING \$115,000 FROM THE PORTS AND HARBORS FUND RESERVES TO THE BARGE

RAMP FLOATATION TANK REPAIRS CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURES

*M/S:* Morrison/Powell to approve Resolution No. 11-21-1636. Motion approved unanimously by polled vote.

**13j RESOLUTION No. 11-21-1637** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## *M/S:* Powell/Morrison to approve Resolution No. 11-21-1637. Motion approved unanimously by polled vote.

ATTORNEY'S FILE

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

EXECUTIVE SESSION – None.

Regular Assembly meeting adjourned at 8:50 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: \_

Kim Lane, Borough Clerk

### **Minutes of Special Assembly Meeting**

### Held on November 12, 2021

Vice-Mayor Gilbert called the Special Assembly meeting to order at 5:00 p.m., November 12, 2021, held in the Borough Assembly Chambers

PRESENT: GILBERT, MORRISON, POWELL, HOWE, DALRYMPLE

ABSENT: PRYSUNKA, DEBORD

<u>PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE</u> – None.

<u>CONFLICT OF INTEREST</u> – None.

#### NEW BUSINESS

**6a** RESOLUTION No. 11-21-1638 A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE APPLICATION FOR \$1,815,949.54 IN LOST REVENUE RELIEF VIA THE DIVISION OF COMMUNITY AND REGIONAL AFFAIRS ARPA LOCAL GOVERNMENT LOST REVENUE RELIEF PROGRAM

### M/S: Morrison/Powell to approve Resolution No. 11-21-1638.

Mason Villarma, Finance Director reported on the program and how the amount was figured for the application.

### Motion approved unanimously by polled vote.

Special Assembly meeting adjourned at 5:03 p.m.

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, Borough Clerk

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Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

November 30, 2021

City & Borough of Wrangell Via Email: <u>clerk@wrangell.com</u>

### Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	1159
Licensee:	Totem Bar & Liquor Store LLC		
Doing Business As:	Totem Bar & Liquor Store		

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

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

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVI	ERAGE CONTROL BOARD LICENSE NUMBER
FORM CONTROL	
	OR LICENSE 1159
11/30/2021 20	122 - 2023 LICENSE RENEWAL APPLICATION DUE DECEMBER 31, 2023 (AS 04.11.270(b))
ABC BOARD TEN	<b>PORARY</b> THIS LICENSE EXPIRES MIDNIGHT
	FEBRUARY 28, 2024 UNLESS DATED BELOW
TYPE OF LICENSE: Beverage Dispen <sup>,</sup>	
LICENSE FEE: \$2,500.00	
1104	CITY / BOROUGH: Wrangell
	Wrangell
D/B/A: Totem Bar & Liquor Store	This license cannot be transferred without permission
116 Front Street	of the Alcoholic Beverage Control Board
Mail Address: Totem Bar & Liquor Store, LLC	[ ] Special restriction - see reverse side
PO Box 499	ISSUED BY ORDER OF THE
Wrangell, AK 99929	ALCOHOLIC BEVERAGE CONTROL BOARD
	da LALA
	DIRECTOR
04-900 (REV 7/21)	THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES
STATE OF ALASKA - ALCOHOLIC BEVER FORM CONTROL	rage control board license number <b>OR LICENSE</b> 1159
133UED	OR LICENSE
11/30/2021	122 - 2023 LICENSE RENEWAL APPLICATION DUE DECEMBER 31, 2023 (AS 04.11.270(b))
ABC BOARD $TEN$	
	THIS LICENSE EXPIRES MIDNIGHT FEBRUARY 28, 2024 UNLESS DATED BELOW
TYPE OF LICENSE: Beverage Disper	
beverage bisper	
LICENSE FEE: \$2,500.00	
	CITY / BOROUGH: Wrangell
	Wrangell
	This license cannot be transferred without permission of the Alcoholic Beverage Control Board
D/B/A:	[ ] Special restriction - see reverse side
Totem Bar & Liquor Store	ISSUED BY ORDER OF THE
116 Front Street Mailing Address:	ALCOHOLIC BEVERAGE CONTROL BOARD
Totem Bar & Liquor Store, LLC	COPY
PO Box 499	
Wrangell, AK 99929	DIRECTOR
	THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES
	04-900 (REV 7/21)



### Alaska Alcoholic Beverage Control Board Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540,3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information			
Licensee (Owner):	Totem BARY Liquor Store License #:	1159	
License Type:	BEVERAGE DISCHARY		
Doing Business As:	Totem BARG-LIQUOR STORE,		
Premises Address:	116 FRONT STREET, WRANGELL A	K 99929	
Local Governing Body:			
Community Council:	City + borough OF WRANGell		

### If your mailing address has changed, write the NEW address below:

Mailing Address:	P.O. BOX 499				
City:	WRANGEIL	State:	AJASKA	ZIP:	99939

### **Section 1 – Licensee Contact Information**

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	AARON E. POWell	Contact Phone:	907-305-0113
Contact Email:	AP-800 @ YAHOO. COM	И	
			and the second

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Contact Phone:	
Contact Email:		

Name of Contact:	Contact Phone:	
Contact Email:		

Name of Contact:	Contact Phone:
Contact Email:	AMCO

[Form AB-17] (rev09/21/2021)



### Alaska Alcoholic Beverage Control Board Form AB-17: 2022/2023 License Renewal Application

### Section 2 – Entity or Community Ownership Information

### Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

https://www.commerce.alaska.gov/cbp/main/search/entities

Alaska CBPL Entity #:	10022557
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**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within <u>10 days</u> of the change and <u>must be accompanied by</u> a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for <u>each new officer</u> with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of <u>any</u> type including non-profit must list ONLY the following:
  - $\circ$   $\;$  All shareholders who own 10% or more stock in the corporation
  - o Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of <u>any</u> type must list ONLY the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - o All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.

Name of Official:	AARON POWE	11			
Title(s):	MEMBER	Phone:	907-305-0113	% Owr	ned: 100
Mailing Address:	P.D. BOX 499				
City:	WRANGEII	State:	ALASKA	ZIP:	99929

Name of Official:		
Title(s):	Phone:	% Owned:
Mailing Address:		
City:	State:	ZIP:

Name of Official:		
Title(s):	Phone:	% Owned:
Mailing Address:		
City:	State:	ZIP:

AMCO

### NOV 0 3 2021

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### Corporations, LLC's and Partnerships of ALL kinds should skip this section.

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within <u>10 days</u> of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for <u>each **new** owner or officer</u> and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

	, ppin	cant	Annate					
Name:					Contact Phone:			
Mailing Address:	1							
City:				State:		ZIP:		
Email:								
This individual is an:	Applic	cant	Affiliate					
Name:					Contact Phone:			
Mailing Address:								
City:				State:		ZIP:		
Email:						-		
			Section 4 -	- License Oj	peration			
Check ONE BOX for EAC	CH CALEI	NDAR YE	AR that best describe	s how this liquor liq	cense was operated.		2020	2021
1. The license was regular	ly operate	ed continuo	usly throughout each year	(Year-round)	chise was operated.		2020	$\overline{\mathcal{V}}$
<ol> <li>The license was only op If your operation dates</li> </ol>	erated dur have char	ring a specif	<b>ic season</b> each year. (Seasc em below:	onal)				
			to					

- 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.
- 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <u>A complete Form AB-29</u>: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated. If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

### Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

AMCO

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NOV 0 3 2021

No

Yes



### Alaska Alcoholic Beverage Control Board Form AB-17: 2022/2023 License Renewal Application

### **Section 6 - Certifications**

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity
  officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of
  Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of
  the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, <u>if applicable for this license type</u> as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.
- I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

Signature of licensee Signature of Notary Public Haron Powel ublic in and for the State of:\_\_\_\_\_\_AIA3KA My commission expires: 06 - 08 - 2024Subscribed e me this day of 

Restaurant/Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit Recreational Site applications must include a completed Recreational Site Statement Tourism applications must include a completed Tourism Statement Wholesale applications must include a completed AB-25: Supplier Certification Common Carrier applications must include a current safety inspection certificate

### All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

### FOR OFFICE USE ONLY

License Fee:	\$ 2,500	Application Fee:	\$ 300.00	Misc. Fee:	\$
		Total Fees Due:			\$ 2,800

m AB-17] (rev09/21/2021)

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NOV 0 3 2021

AMCO

## Department of Commerce, Community, and Economic Development CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

## ENTITY DETAILS

## Name(s)

Туре	Nan	ne
Legal Name		
LogarName	TOLE	em Bar & Liquor Store, LLC
	Entity Type:	Limited Liability Company
	Entity #:	10022557
	Status:	Good Standing
	AK Formed Date:	7/30/2014
	Duration/Expiration:	Perpetual
	Home State:	ALASKA
Next	Biennial Report Due:	1/2/2022 File Biennial Report
En	tity Mailing Address:	PO BOX 499, WRANGELL , AK 99929-0499
Enti	ty Physical Address:	116 FRONT STREET, WRANGELL, AK 99929-0499
Register	ed Agent	
	Agent Names	

Agent Name: Blake Chupka

Registered Mailing Address: 306 MAIN STREET, SUITE 326, KETCHIKAN, AK 99901

Registered Physical Address: 306 MAIN STREET, SUITE 326, KETCHIKAN, AK 99901

## Officials

of 2

			Show Former
AK Entity #	Name	Titles	Owned
	Aaron Powell	Member	100.00

## Eiled Documents

11/30/2021, 8:44 AM

### Division of Corporations, Business and Professional Licensing

https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/100...

Date Filed	Туре	Filing	Certificate	
7/30/2014	Creation Filing	Click to View	Click to View	Item c.
7/30/2014	Initial Report	Click to View		
11/05/2015	<b>Biennial Report</b>	Click to View		
1/02/2018	<b>Biennial Report</b>	Click to View		
1/29/2020	<b>Biennial Report</b>	Click to View		

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https://www.commerce.alaska.gov/cbp/businesslicense/search/Licens...

## Department of Commerce, Community, and Economic Development DIVISION OF CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

Item c.

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #1028653

## LICENSE DETAILS

License #: 1028653

Print Business License

Business Name: TOTEM BAR & LIQUOR STORE

Status: Active

Issue Date: 11/21/2015

Expiration Date: 12/31/2023

Mailing Address: PO BOX 499 WRANGELL, AK 99929-0499

Physical Address: 116 FRONT STREET WRANGELL, AK 99929-0499

### **Owners**

TOTEM BAR & LIQUOR STORE, LLC

### **Activities**

		Professional
Line of Business	NAICS	License #
72 - Accommodation and Food	722410 - DRINKING PLACES (ALCOHOLIC	
Services	BEVERAGES)	

## **Endorsements**

End #	lssue	Renew	Expiration	Action End	<b>Action Note</b>	Address	
1	10/25/2017	10/26/2021	12/31/2023			116 FRONT ST, WRANGELL, AK 99929	

## License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

ltem d.



Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7<sup>th</sup> Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

November 30, 2021

City & Borough of Wrangell Via Email: <u>clerk@wrangell.com</u>

### Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Package Store License Number: 1160		1160	
Licensee:	Totem Bar & Liquor Store LLC			
Doing Business As:	Totem Bar & Liquor Store			

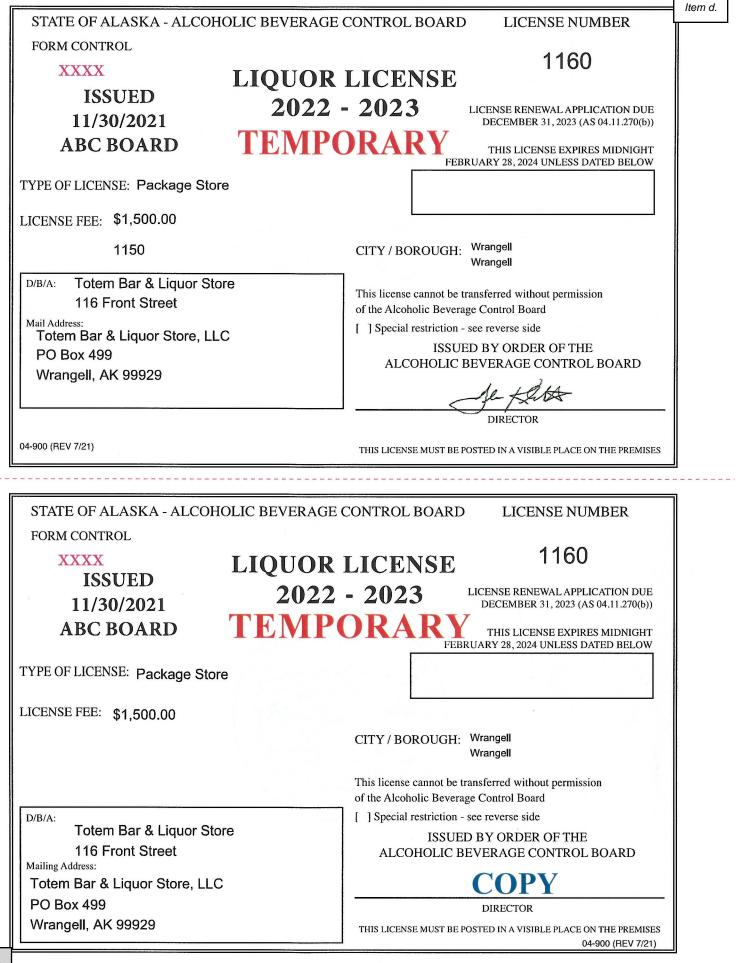
We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

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

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director amco.localgovernmentonly@alaska.gov





Phone: 907.269.0350

### **Alaska Alcoholic Beverage Control Board** Form AB-17b: 2022/2023 Package Store Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540,3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will . be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

	Establishment Contact Information				
Licensee (Owner):	Totem BAR & Liquor Store License #: 1160				
License Type:	PACKAGE STORE				
Doing Business As:	TOTEM BAR & LIQUOR STORE				
Premises Address:	116 FRONT STREET, WRANGEII AK 99929				
Local Governing Body:	City 4 Borough OF WRANGell				
Community Council:	City & Borough of Dendaell NIA				

### If your mailing address has changed, write the NEW address below:

Mailing Address:	P.D. BOX 499				
City:	WRANGell	State:	ALASKA	ZIP:	99929

### **Section 1 – Licensee Contact Information**

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	AARON E. POWAL	Contact Phone:	907-305-0113
Contact Email:	Ap-800@ ynhou. Cu	m	

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Contact Phone:
Contact Email:	

Name of Contact:	Contact Phone:	
Contact Email:		

Section 2 – Written Order Inf	formation			
Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?	AMCO	YES	NO	
<b>المعالم (rev09/21/2021)</b>	NUV V 3 2021		L]	



### Alaska Alcoholic Beverage Control Board Form AB-17b: 2022/2023 License Renewal Application

### Section 3 – Entity or Community Ownership Information

### Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #. https://www.commerce.alaska.gov/cbp/main/search/entities

Alaska CBPL Entity #:	10022557
-----------------------	----------

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within <u>10 days</u> of the change and <u>must be accompanied by</u> a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for <u>each new officer</u> with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of <u>any</u> type including non-profit must list ONLY the following:
  - $\circ$  ~ All shareholders who own 10% or more stock in the corporation
  - o Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of <u>any</u> type must list ONLY the following:
  - $\circ$  ~ All Members with an ownership interest of 10% or more
  - o All Managers (of the LLC, not the DBA) regardless of percentageowned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - o Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.

Name of Official:	AARON POWEI	1			
Title(s):	MEMBER	Phone:	907-305-0113	% Ow	ned: 100
Mailing Address:	P.D. BOX 499				
City:	WRANGELL	State:	Alaska	ZIP:	999929

Name of Official:		
Title(s):	Phone:	% Owned:
Mailing Address:		
City:	State:	ZIP:

Name of Official:		
Title(s):	Phone:	% Owned:
Mailing Address:		
City:	State:	ZIP:
		A MACTON

AMCO

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### Section 4 - Sole Proprietor Ownership Information

### Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require. If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual isan:	Ap	plicant	Affiliate				- cjeuleu	<u> </u>
Name:					Contact Phone:			
Mailing Address						<u> </u>		
City:	1			State:		ZIP:		
Email:	6							
This individual isan:	Ар	olicant	Affiliate					
Name:					Contact Phone:			
Mailing Address:						L		
City:			-	State:		ZIP:		_
Email:					<b>L</b>	L		
			Section 5 – Lie	cense Op	peration			
Check ONE BOX for EA	CH CAL	ENDAR YEA	<b>R</b> that best describes how	this liquor lice	anse was operated:		2020	2024
1. The license was regula	arly opera	ated continuo	usly throughout each year. (Year	-round)	ense was operated.		2020	2021
2. The license was only o	perated c	luring a specifi	<b>c season</b> each year. (Seasonal)					
If your operation date								
			to					
<ol> <li>The license was only or <u>A complete AB-30: Pro</u></li> </ol>	perated to of of Min.	o meet the min imum Operatio	imum requirement of 240 total ho on Checklist, and all documentation	ours each calenda on must be provid	ir year. ded with this form.			
			perated for at least the minimum					
			ears. <u>A complete Form AB-29:</u> W					
			h this application for each calend					<b></b>
If you have not met the	ne minim	um number o	f hours of operation in 2020 and	d/or 2021, you a	re not required to pay the fees.	however :		

complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.

### **Section 6 – Violations and Convictions**

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

Yes	No
	V

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

23

NOV 0 3 2021

AMCO



### Alaska Alcoholic Beverage Control Board Form AB-17: 2022/2023 License Renewal Application

### **Section 7 – Certifications**

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, <u>if applicable for this license type</u> as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

	ALL	
a-Po-D	Munnighirley V. Comment	Dheelen D. Mark
Signature of licensee	NO TARL Sign	ature of Notary Public
Aaron Powell Printed name of licensee	BLINotary Public in and for	the State of: AIASKA
Finted name of incensee	My of ALASK Structure My	commission expires: <u>06-08-2023</u>
	Subscribed and sworn to before me this day	of OctoBer , 2021.

### All renewal and supplemental forms are available online

Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

#### FOR OFFICE USE ONLY

License Fee:	\$1500	<b>Application Fee:</b>	\$ 300.00	Misc. Fee:	\$
	** · · · · · · · · · · · · · · · · · ·	<b>Total Fees Due:</b>			\$ 1800

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[Eqrm AB-17] (rev09/21/2021)

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### Department of Commerce, Community, and Economic Development CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

## ENTITY DETAILS

## Name(s)

Туре	Nar	ne
Legal Name	Tote	em Bar & Liquor Store, LLC
	Entity Type:	Limited Liability Company
	Entity #:	10022557
	Status:	Good Standing
	AK Formed Date:	7/30/2014
	Duration/Expiration:	Perpetual
	Home State:	ALASKA
Next	Biennial Report Due:	1/2/2022 File Biennial Report
En	tity Mailing Address:	PO BOX 499, WRANGELL , AK 99929-0499
Enti	ty Physical Address:	116 FRONT STREET, WRANGELL, AK 99929-0499
Register	ed Agent	
	Agent Name:	Plake Obusha

Agent Name: Blake Chupka

Registered Mailing Address: 306 MAIN STREET, SUITE 326, KETCHIKAN, AK 99901

Registered Physical Address: 306 MAIN STREET, SUITE 326, KETCHIKAN, AK 99901

## Officials

			Show Former
AK Entity #	Name	Titles	Owned
	Aaron Powell	Member	100.00

# 1 of 2<sup>25</sup>

11/30/2021, 8:45 AM

### Division of Corporations, Business and Professional Licensing

https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/100...

Date Filed	Туре	Filing	Certificate	
7/30/2014	Creation Filing	Click to View	Click to View	Item o
7/30/2014	Initial Report	Click to View		
11/05/2015	<b>Biennial Report</b>	Click to View		
1/02/2018	<b>Biennial Report</b>	Click to View		
1/29/2020	<b>Biennial Report</b>	Click to View		

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## Department of Commerce, Community, and Economic Development DIVISION OF CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

ltem d.

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #1028653

## LICENSE DETAILS

License #: 1028653

Print Business License

Business Name: TOTEM BAR & LIQUOR STORE

Status: Active

Issue Date: 11/21/2015

Expiration Date: 12/31/2023

Mailing Address: PO BOX 499 WRANGELL, AK 99929-0499

Physical Address: 116 FRONT STREET WRANGELL, AK 99929-0499

## **Owners**

TOTEM BAR & LIQUOR STORE, LLC

## Activities

		Professional
Line of Business	NAICS	License #
72 - Accommodation and Food	722410 - DRINKING PLACES (ALCOHOLIC	
Services	BEVERAGES)	

## Endorsements

End # Issue	Renew	Expiration	Action End	<b>Action Note</b>	Address
1 10/25/201	7 10/26/2021	12/31/2023			116 FRONT ST, WRANGELL, AK 99929

## License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

1

#### MEMORANDUM

TO:HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY<br/>CITY AND BOROUGH OF WRANGELLFROM:CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTORSUBJECT:Economic Development Department November 2021DATE:December 4, 2021

#### **Economic Development:**

Grants:

There are numerous grant opportunities under longstanding traditional funding sources (EDA, Rural Development, CDBG) and Staff is working on prioritizing need with budgets and match requirements. Some programs have money allotted specifically to Alaska, others are based on a nationwide competition which is more challenging for Wrangell.

Staff submitted an application to the State for the Community Development Block Grant for the Fire Alarm System Replacement at the High School and Middle School. A Community Development Block Grant – Covid has also become available, and we are currently soliciting community ideas and reviewing borough projects for eligibility. A public hearing is planned for the Assembly meeting on December 14, 2021.

### **Planning and Zoning:**

Institute Property: Please see the attached separate report on the Institute Property

#### Tourism:

JEDC – EDA BBB grant (Economic Development Administration Build Back Better): Staff submitted a letter of participation in the JEDC – EDA BBB grant application focusing on small ship cruising and mariculture. We are still waiting to hear if they received Phase I funding

#### **Tourism Best Management Practices:**

Wrangell CVB developed draft TBMP document prior to COVID but is now taking this up again for community input and business sign off. The TBMP is modeled after Juneau's which has been in place for over 20 years but tailored for our needs. It is a document that identifies Best Practices for the visitor industry and a mechanism for the public to comment about infractions or issues of concern that they witness. A public meeting is planned for January or February with commercial businesses.

2022 Advertising:

Marketing and promotional opportunities for the upcoming season are now available and CVB is determining investment strategies. Travel Guide, State co-operative opportunities, and online banners are being discussed.

### OCS position:

Police Chief Radke and I participated in a call with the OCS Division to discuss the remaining items for the position. The Borough's responsibility includes an office space which is being provided in the public safety building as well as half of the expenses of the position. The State will be advertising the position and doing the hiring. Transportation of clients will need assistance from the Police Department as employees may not use their own vehicles for client transportation. State is looking at some other options since the position started late.

### M/V Chugach:

Staff participated in a teleconference with the USFS regarding the interpretation of the M/V Chugach. The contractors hired by the USFS came to Wrangell to view the vessel, the area and discuss the various interpretive options – the focus, what is important, how access is provided etc. Staff are working out the details of the land lease with the USFS for the site.

2

#### **MEMORANDUM**

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

FROM: CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Institute Property Update

### DATE: November 2021

The Corps of Engineers (COE) Section 404 permit for wetland fill is on hold until the issues surrounding Section 106 Cultural Resources is resolved. Staff have had several conversations with the project contractor for the survey and utility design work, Trevor Sande, R&M Engineering-Ketchikan, regarding archaeological assessments and survey work. At our request, he solicited several proposals from archaeologists regarding how to proceed for the permitting.

I, the Borough Manager and Mr. Sande also met with representatives of the State Historic Preservation Office (SHPO) and the US Army Corps of Engineers (COE) to further discuss the expected requirements for the archaeological survey to meet the Section 106 requirements of the National Historic Preservation Act. The Corps of Engineers permit is for wetland fill in the roads. The COE will likely require at minimum a survey of all the roads within the area and the high probability area of potential extent. SHPO, however, is interested in the full development site, but what their requirements will be – the type of survey is still to be determined.

At this time, in order to continue moving forward on this project, the Borough has modified the Scope of Work for R&M Engineering to assist with the archaeological services. This work is still within the intent of the original SoW and within the original cost proposal for the survey work. This will alleviate several months of time if the Borough were instead to issue an RFP (or potentially two) and award a contract on work that may or may not be necessary. Utilizing our existing Contractor R&M Engineering, they can sub the archaeological work for the preliminary assessment and road survey to help determine high probability and development of a more detailed survey plan of work based on the initial assessment. All work is being coordinated with SHPO and the COE. True North Sustainable Development Solutions (TNSDS) will be the subcontractor and an initial meeting with all parties is tentatively scheduled for the middle of December.

Once the initial assessment is completed, additional work may be required by SHPO and COE and a budget amendment for additional archaeological work and/or ground penetrating radar and/or use of cadaver dogs would be necessary at that time. There will also likely be a future budget amendment to complete the survey and platting work that has been put on hold until a COE permit is obtained.

The US Department of Interior Secretary Haaland issued an initiative in June 2021 (<u>https://www.doi.gov/pressreleases/secretary-haaland-announces-federal-indian-boarding-school-initiative</u>) to investigate native boarding schools across the country. The investigation at this time includes a records search and a report by April 2022 regarding what records at all schools are available. Staff is in contact with the Bureau of Indian Affairs (BIA) liaison for Alaska properties. At this time, no federal funds are available for on the ground assessment work.

#### Project Lead: Amber Al-Haddad 2021 2022 Q2 Q3 Q4 Q1 WBS Task Name Start Finish Done Percent Cost Complete 1 Water Mains Replacement Mon 27-Jul-20 Fri 12-Nov-21 $\checkmark$ \$1,238,664.00 100% 1.1 Design and Bid Water Mains Replacement Mon 27-Jul-20 Thu 28-Jan-21 $\checkmark$ 100% Wed 07-Jul-21 $\checkmark$ 1.2 **Construct Water Mains Replacement** Fri 29-Jan-21 100% Fri 12-Nov-21 $\checkmark$ **Closeout Project with Contractor and DEC** Thu 08-Jul-21 100% 1.3 2 Nolan Center DDC Upgrades for Air Handlers Wed 01-Jul-20 Fri 30-Apr-21 $\checkmark$ 100% > 3 Thu 17-Dec-20 100% \$6,401,555.00 Swimming Pool Hot Water Tank Replacement Wed 01-Jul-20 $\checkmark$ Water Treatment Plant Improvements Tue 05-Sep-23 \$10,097,953.00 Fri 01-Jul-16 69% 4 Fri 30-Sep-16 100% 4.1 DAF Pilot Study Fri 01-Jul-16 $\checkmark$ 4.2 Preliminary Engineering Report (PER) Development Mon 03-Oct-16 Wed 01-Feb-17 $\checkmark$ 100% 4.3 Secure USDA Loan & Grant Thu 02-Feb-17 Thu 02-Feb-17 100% $\checkmark$ 4.4 Secure EDA Grant Sat 01-Jul-17 Fri 27-Sep-19 $\checkmark$ 100% Seek Concurrence from USDA/EDA to Accept CRW 4.5 Fri 30-Apr-21 Mon 06-Sep-21 $\checkmark$ 100% Engineering's Participation in Design Solicitation Mon 04-Jan-21 4.6 Engineering Design RFQ Sat 01-Aug-20 $\checkmark$ 100% Negotiate with Selected Engineering Firm, DOWL Thu 18-Mar-21 100% 4.7 Tue 05-Jan-21 $\checkmark$ 4.8 Develop ROM Cost for Membrane Filtration Equipment Sat 24-Apr-21 Thu 27-May-21 $\checkmark$ 100% • 4.9 Wed 09-Jun-21 $\checkmark$ 100% Provide Update & Seek Assembly Direction for PER Update Wed 09-Jun-21 Work Session Scheduled for Assembly to Review and Provide 4.10 Tue 13-Jul-21 Tue 13-Jul-21 100% $\checkmark$ **Direction for PER Update Options** Fri 23-Jul-21 Fri 05-Nov-21 100% 4.11 Value Engineering / PER Update $\checkmark$ Award Design and CA Services to Engineering Firm Mon 03-Jan-22 Tue 15-Feb-22 0% 4.12 4.13 Wed 16-Feb-22 Tue 30-Aug-22 0% **Design Phase** Secure Shortfall in Funding (approx \$5.5M) 0% 4.14 Tue 14-Dec-21 Fri 12-Aug-22 Solicit and Award Construction Project Mon 15-Aug-22 Tue 04-Oct-22 0% 4.15 0% 4.16 Construction Phase Complete to New Plant Commissioning Wed 05-Oct-22 Tue 05-Sep-23

Tue 14-Dec-21

98%

Mon 14-Jun-21

Item d.

31

5

**CIP Capital Projects Timeline** 

**Public Safety Building Condition Survey** 

#### **CIP Capital Projects Timeline** Project Lead: Amber Al-Haddad 2021 2022 Q2 Q3 Q4 Q1 WBS Task Name Start Finish Done Percent Cost Complete Mon 14-Jun-21 5.1 In-Field Building Condition Assessment Mon 14-Jun-21 $\checkmark$ 100% 5.2 **Receive Draft Report** Mon 14-Jun-21 Mon 14-Jun-21 $\checkmark$ 100% 5.3 **Receive Final Report** Mon 14-Jun-21 Mon 14-Jun-21 $\checkmark$ 100% Mon 14-Jun-21 5.4 Review Report with Assembly Mon 14-Jun-21 $\checkmark$ 100% Seek Optional Renovations and New Construction Cost 5.5 Mon 14-Jun-21 Mon 14-Jun-21 100% $\checkmark$ Proposal Mon 14-Jun-21 5.6 Seek Optional WMC Renovations Cost Proposal Mon 14-Jun-21 $\checkmark$ 100% Assembly to Identify Preferred Alternative(s) for Probable 5.7 Tue 24-Aug-21 Tue 24-Aug-21 $\checkmark$ 100% **Cost Development** Replace Development of Probable Costs for PSB/WMC with P 5.8 Wed 25-Aug-21 Tue 14-Dec-21 85% Tue 01-Jun-21 Mon 08-Nov-21 $\checkmark$ 100% \$55,000.00 6 Skeet Range Improvements 6.1 **Develop Solicitation for Construction** Tue 01-Jun-21 Fri 27-Aug-21 🗸 100% Fri 17-Sep-21 100% 6.2 Solicit and Award Construction Project Mon 30-Aug-21 $\checkmark$ 6.3 **Construction Phase Complete** Wed 29-Sep-21 Mon 08-Nov-21 $\checkmark$ 100% 7 Nolan Center Civic Center Flooring Replacement Tue 12-Jan-21 Fri 12-Feb-21 $\checkmark$ 100% \$23,115.21 8 Swimming Pool Lighting Upgrades Tue 10-Aug-21 Thu 31-Mar-22 73% \$56,000.00 Fri 27-Aug-21 8.1 **Engage Engineer to Discuss Design Challenges** Tue 10-Aug-21 $\checkmark$ 100% Fri 15-Oct-21 8.2 Perform Design and Bid Ready Documents Mon 30-Aug-21 $\checkmark$ 100% Mon 06-Dec-21 8.3 **Bid and Award Lighting Construction Project** Mon 18-Oct-21 90% 8.4 **Construction Lighting Project** Tue 14-Dec-21 Thu 31-Mar-22 0% Kyle Angerman Playground Replacement Tue 22-Sep-20 Tue 22-Sep-20 0% \$192,000.00 9 Thu 11-Aug-22 73% **High School Elevator Replacement** Mon 14-Jun-21 \$210,000.00 10 Mon 14-Jun-21 $\checkmark$ 100% 10.1 Scope Project - Repairs vs Replacement Mon 14-Jun-21 Mon 14-Jun-21 10.2 Seek Funding for Replacement Project Mon 14-Jun-21 ~ 100% 10.3 Identify Elevator Consultant Mon 14-Jun-21 Mon 14-Jun-21 100% Mon 14-Jun-21 100% 10.4 Scope Project with Consultant Mon 14-Jun-21 $\checkmark$

Item d.

Project	t Lead: Amber Al-Haddad						2021		
		-		_	-	-	Q2	Q3	
WBS	Task Name	Start	Finish	Done	Percent Complete	Cost			
<b>1</b> 0.5	On-Site Field Review with Consultant	Tue 03-Aug-21	Wed 04-Aug-21	$\checkmark$	100%				F
10.6	Develop Elevator Replacement Design and Solicitation Documents	Wed 08-Sep-21	Fri 28-Jan-22		85%				
10.7	Solicit Construction Project	Mon 31-Jan-22	Thu 24-Feb-22		0%				
10.8	Construction Elevator Replacement	Fri 25-Feb-22	Thu 11-Aug-22		0%				
11	High School Sidewalk Replacement	Mon 17-May-21	Thu 30-Jun-22		50%	\$55,000.00		$\rightarrow$	F
▶ 11.1	Scope Project with Public Works, School and Parks & Rec	Mon 17-May-21	Thu 05-Aug-21	$\checkmark$	100%				Ī
11.2	Solicit Bids and Construct Sidewalk Replacement	Mon 02-May-22	Thu 30-Jun-22		0%				
12	Environmental Assessment Utilities Campus Master Plan	Tue 22-Sep-20	Thu 30-Dec-21		97%	\$102,000.00	+	$\rightarrow$	8
12.1	Project Funds Approved	Tue 22-Sep-20	Tue 22-Sep-20	$\checkmark$	100%				Γ
12.2	PSA Approved to Shannon & Wilson	Fri 19-Feb-21	Fri 19-Feb-21	$\checkmark$	100%				Γ
12.3	Site Assessment (Waiting on Snow to Disappear)	Mon 22-Feb-21	Wed 14-Apr-21	$\checkmark$	100%				Γ
12.4	Perform In-Field Work	Mon 23-Aug-21	Thu 09-Sep-21	$\checkmark$	100%				
12.5	Test Samples from Field Sampling and Finalize Reporting	Mon 23-Aug-21	Thu 30-Dec-21		85%				
13	Environmental Work Plan Development - Three Contaminated Sites	Tue 22-Sep-20	Thu 30-Dec-21		97%	\$155,000.00			

Tue 22-Sep-20

Tue 09-Mar-21

Thu 08-Apr-21

Mon 23-Aug-21

Fri 10-Sep-21

Tue 22-Sep-20

Tue 22-Sep-20

Mon 05-Oct-20

Tue 22-Sep-20

Tue 09-Mar-21 🗸

Thu 08-Apr-21 🗸

Thu 09-Sep-21 🗸

Thu 30-Dec-21

Wed 30-Mar-22

Tue 22-Sep-20

Mon 14-Dec-20

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2022

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13.1

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13.5

14

14.114.2

**Project Funds Approved** 

Utilities Campus site work) Perform In-Field Work

Project Funds Approved

**DEC Review** 

PSA Approved with Shannon & Wilson

**Upper Dam Stability Alternatives Analysis** 

Develop Scope of Work with Shannon & Wilson

Notice to Proceed to Shannon & Wilson (combine work w/

Test Samples from In-Field Work and Finalize Report with

CIP	Capital Projects Timeline									
Projec	t Lead: Amber Al-Haddad						2021			2022
		<u>.</u>					Q2	Q3	Q4	Q1
WBS	Task Name	Start	Finish	Done	Percent Complete	Cost				
▶ 14.3	PSA to Shannon & Wilson with NTP	Tue 08-Jun-21	Tue 08-Jun-21	$\checkmark$	100%					
▶ 14.4	Stabilization Alternatives Development	Wed 09-Jun-21	Mon 15-Nov-21		55%					
▶ 14.5	Subsurface Explorations	Wed 15-Dec-21	Wed 30-Mar-22		0%					
▶ 15	Ash Street Water Main Replacement Design	Tue 07-Sep-21	Mon 14-Mar-22		0%	\$95,000.00		<b>(</b>		
▶ 15.1	Develop Design Solicitation	Tue 07-Sep-21	Fri 17-Sep-21		0%					
▶ 15.2	Advertise RFQ for Engineering Proposals	Mon 20-Sep-21	Mon 18-Oct-21		0%					
▶ 15.3	Perform Evaluation of Statements of Qualifications	Tue 19-Oct-21	Mon 08-Nov-21		0%					
▶ 15.4	Develop Scope of Work and Negotiate with Selected Engineer	Tue 09-Nov-21	Tue 07-Dec-21		0%					
▶ 15.5	Design Project	Tue 09-Nov-21	Mon 14-Mar-22		0%					
▶ 16	Repair Water Transmission Line with Hot Tap Valve Install	Mon 01-Nov-21	Thu 31-Mar-22		17%	\$35,000.00				
▶ 16.1	Develop Solicitation	Mon 01-Nov-21	Thu 30-Dec-21		50%					
▶ 16.2	Solicit for Construction Bids	Fri 31-Dec-21	Fri 28-Jan-22		0%					
▶ 16.3	Construct Project	Mon 31-Jan-22	Thu 31-Mar-22		0%					
▶ 17	Node 8 Pump Station Replacement	Mon 01-Nov-21	Wed 30-Mar-22		0%	\$150,000.00			<b></b>	
▶ 17.1	Develop Construction Solictation	Mon 01-Nov-21	Fri 19-Nov-21		0%					
▶ 17.2	Solicit for Construction Bids	Mon 22-Nov-21	Mon 20-Dec-21		0%					
▶ 17.3	Construction Project	Tue 21-Dec-21	Wed 30-Mar-22		0%					
▶ 18	Non-Motorized Transportation System (Mt Dewey Trail Ext)	Thu 25-Feb-21	Fri 26-Aug-22		72%	\$504,577.00				
▶ 18.1	Issue RFQ for Engineering Services	Thu 25-Feb-21	Thu 11-Mar-21	$\checkmark$	100%					
▶ 18.2	Perform Evaluation of Statements of Qualifications	Fri 12-Mar-21	Tue 06-Apr-21	$\checkmark$	100%					
▶ 18.3	Agree with FHWA to Pursue Scoping Project due to Funding/Cost Concern	Thu 22-Apr-21	Thu 22-Apr-21	✓	100%					
▶ 18.4	Develop Scope of Work and Fee Proposal from PND Eng.	Thu 22-Apr-21	Thu 29-Apr-21	$\checkmark$	100%					
▶ 18.5	Approve PSA to PND Eng	Tue 11-May-21	Tue 11-May-21	$\checkmark$	100%					

CIP	Capital Projects Timeline									
Proje	t Lead: Amber Al-Haddad						2021			2022
		-		_	_	-	Q2	Q3	Q4	Q1
WBS	Task Name	Start	Finish	Done	Percent Complete	Cost				
▶ 18.6	In-Field Scoping Services Performed	Tue 06-Jul-21	Fri 09-Jul-21	$\checkmark$	100%					
▶ 18.7	Develop Trail Layout and Construction Cost Estimates	Mon 12-Jul-21	Fri 10-Sep-21	$\checkmark$	100%					
▶ 18.8	Requestion Additional Funding from FLAP	Mon 13-Sep-21	Thu 30-Dec-21		95%					
▶ 18.9	Design Project	Fri 31-Dec-21	Thu 24-Mar-22		0%					
▶ 18.10	Solicit for Construction Bids	Fri 25-Mar-22	Fri 22-Apr-22		0%					
▶ 18.11	Construction Project	Mon 25-Apr-22	Fri 26-Aug-22		0%					
<b>)</b> 19	LiDAR and Aerial Surveys	Mon 03-May-21	Wed 29-Sep-21	$\checkmark$	100%	\$40,212.40				
▶ 19.1	LiDAR and Aerial Surveys	Mon 03-May-21	Fri 09-Jul-21	$\checkmark$	100%					
▶ 19.2	Add Ground Point Control Survey and Tie to Data	Mon 30-Aug-21	Wed 29-Sep-21	$\checkmark$	100%					
> 20	North Country Trailhead Access Road Repair	Wed 19-May-21	Fri 03-Jun-22		25%	\$61,790.00	$\longleftrightarrow$			
> 20.1	Identify Scope of Work In Field	Wed 19-May-21	Wed 19-May-21	$\checkmark$	100%					
> 20.2	Develop Construction Solicitation	Mon 01-Nov-21	Thu 31-Mar-22		0%					
> 20.3	Solicit for Construction Bids	Fri 01-Apr-22	Fri 22-Apr-22		0%					
> 20.4	Construct Project	Mon 25-Apr-22	Fri 03-Jun-22		0%					
> 21	High School Fire Alarm System Replacement Design	Mon 14-Jun-21	Thu 31-Mar-22		67%	\$39,235.00	<b>(</b>			
> 21.1	Design Funds Approved	Mon 14-Jun-21	Mon 14-Jun-21	$\checkmark$	100%					
> 21.2	Design Fire Alarm System Replacement	Mon 14-Jun-21	Fri 13-Aug-21	$\checkmark$	100%					
> 21.3	Apply for project funding through CDBG	Tue 23-Nov-21	Thu 31-Mar-22		0%					
▶ 22	Shoemaker Harbor Net Float and Boat Grid Electrical Improvements	Tue 05-Jan-21	Fri 28-Jan-22		97%	\$161,456.54				
▶ 22.1	Receive ADOT Eligibility Approval for Scope of Amendment No. 2	Tue 05-Jan-21	Thu 27-May-21	$\checkmark$	100%					
> 22.2	Develop Competitive Solicitations and Receive Bids	Mon 31-May-21	Thu 08-Jul-21	$\checkmark$	100%					
> 22.3	Seek Amendment No 2 Approval from ADOT (based on bids)	Mon 14-Jun-21	Mon 26-Jul-21	$\checkmark$	100%					
> 22.4	Approve Award for Construction Projects	Tue 27-Jul-21	Tue 27-Jul-21	$\checkmark$	100%					
▶ 22.5	Seek Local Bidder Preference Use from Pacific State Marine Fisheries	Mon 12-Jul-21	Wed 28-Jul-21	$\checkmark$	100%					

## **CIP Capital Projects Timeline**

	Project	Lead: Amber Al-Haddad						2021			2022
								Q2	Q3	Q4	Q1
	WBS	Task Name	Start	Finish	Done	Percent Complete	Cost				
	22.6	Execute Construction Tasks	Wed 25-Aug-21	Wed 25-Aug-21	$\checkmark$	100%					
	22.7	Construct Net Float/Procure Lumber & Hardware for Decking	Thu 26-Aug-21	Fri 28-Jan-22		80%					
	23	Port and Harbor Security System	Fri 31-Jan-20	Mon 24-Jan-22		75%	\$409,106.00		$\rightarrow$		
	23.1	Apply for Homeland Security Grant and Receive Approval with Grant Agreement	Fri 31-Jan-20	Thu 24-Sep-20	✓	100%					
	23.2	Apply for Addtional Funding from Homeland Security	Tue 09-Feb-21	Fri 24-Sep-21	✓	100%					
	23.3	Receive Additional Funding from Homeland Security	Fri 25-Sep-20	Thu 14-Oct-21	✓	100%					
Þ	23.4	Solicit for Engineering Services	Mon 24-Jan-22	Mon 24-Jan-22		0%					
	24	City Dock Fender Pile Repair	Thu 27-May-21	Fri 29-Oct-21	$\checkmark$	100%	\$83,000.00				
	24.1	Procure Creosote-Timber Piles	Thu 27-May-21	Mon 09-Aug-21	$\checkmark$	100%					
	24.2	Solicit for Construction of Fender Pile Repairs	Tue 10-Aug-21	Wed 01-Sep-21	$\checkmark$	100%					
	24.3	Construction Fender Pile Repairs	Thu 02-Sep-21	Fri 29-Oct-21	$\checkmark$	100%					
	25	Reservoir Bypass Design	Wed 06-Feb-19	Thu 30-Dec-21		95%	\$615,000.00				
	25.1	Develop Alternative Analysis and Probable Costs for Dam Tapping	Wed 06-Feb-19	Thu 05-Mar-20	$\checkmark$	100%					
	25.2	Design Selected Alternative: Trench through Spillway for Siphon	Fri 03-Apr-20	Thu 30-Dec-21		85%					
	25.3	Submit Request for FY22 Federal Appropriations	Tue 30-Mar-21	Thu 24-Jun-21	$\checkmark$	100%					
	26	Upper Dam Stabilization Alternatives Analysis	Fri 11-Jun-21	Wed 15-Jun-22		30%	\$65,000.00				
	26.1	Issue NTP to Shannon & Wilson Engineers	Fri 11-Jun-21	Fri 11-Jun-21	$\checkmark$	100%		•			
	26.2	Dam Analysis with Modeling	Mon 14-Jun-21	Fri 29-Apr-22		50%					
	26.3	Subsurface Explorations	Wed 15-Dec-21	Wed 30-Mar-22		0%					
	26.4	Receive Concurrence from State Dam Safety Office	Wed 11-May-22	Wed 11-May-22		0%					
	26.5	Finalize Alternatives Report with Cost Estimates	Thu 12-May-22	Wed 15-Jun-22		0%					
	27	Node 19 Standby Generator	Mon 02-Aug-21	Wed 13-Apr-22		21%			$\leftarrow$		

CIP	Capital Projects Timeline									
Projec	t Lead: Amber Al-Haddad						2021			2022
		-		_	-	-	Q2	Q3	Q4	Q1
WBS	Task Name	Start	Finish	Done	Percent Complete	Cost				
> 27.1	Identify Location for Architects and Obtain Fee Proposal	Mon 02-Aug-21	Fri 17-Sep-21		85%					
> 27.2	Design Project	Fri 01-Oct-21	Fri 12-Nov-21		0%					
> 27.3	Order Generator	Fri 15-Oct-21	Wed 09-Feb-22		0%					
> 27.4	Construct Project After Generator Receipt	Thu 10-Feb-22	Wed 13-Apr-22		0%					
> 28	Solid Waste Transfer Station Upgrades (Baler)	Fri 20-Nov-20	Fri 29-Oct-21	$\checkmark$	100%	\$623,873.00				
> 28.1	Develop Transition Plan & Secure Project Funding	Fri 20-Nov-20	Tue 13-Apr-21	$\checkmark$	100%					
> 28.2	Procure Baler Equipment	Thu 22-Apr-21	Tue 10-Aug-21	$\checkmark$	100%					
<b>•</b> 28.3	Receive Baler Equipment in Wrangell	Mon 09-Aug-21	Mon 09-Aug-21	$\checkmark$	100%					
28.4	Construct Secondary 3Ph Power for Baler	Mon 30-Aug-21	Wed 20-Oct-21	$\checkmark$	100%					
> 28.5	Procure Portable Loading Ramp	Wed 11-Aug-21	Tue 28-Sep-21	$\checkmark$	100%					
> 28.6	Install Baler and Train Staff on Use and Maintenance	Mon 25-Oct-21	Fri 29-Oct-21	$\checkmark$	100%					
▶ 29	Nolan Center Standby Generator	Tue 28-Dec-21	Mon 24-Jan-22		0%	\$320,000.00				
> 29.1	Solicit for Engineering Services	Tue 28-Dec-21	Mon 24-Jan-22		0%					
> 30	Airport Airfield Lighting Generator Project	Wed 01-Dec-21	Thu 30-Jun-22		0%					
▶ 31	Develop Swimming Pool Exterior Siding & Brick Replacement Project	Tue 09-Feb-21	Tue 31-Aug-21		0%					
▶ 31.1	Receive Funding for Proposed Project	Tue 09-Feb-21	Tue 09-Feb-21		0%					
▶ 31.2	Advertise and Construct Project	Wed 10-Feb-21	Tue 31-Aug-21		0%					
▶ 32	Develop Cemetery Project Plan	Mon 08-Nov-21	Mon 28-Feb-22		0%					
	Tung here to add a new task									

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### City and Borough of Wrangell Capital Facilities Department Report December 2, 2021

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

### **Facility Maintenance Report**

- The department welcomes Matt Scheiner to our building maintenance staff. Matt is originally from California, and has made Wrangell his new home now for the last couple of years. Matt's experience as a service plumber for many years is a welcomed skill toward our department's efforts.
- The maintenance department reports that all mitigating deficiencies noted in the courtesy inspection by AKOSH, are complete, and the agency has closed our file.
- Over the course of the month of October and November maintenance staff were focused on the following:
  - Substation: Garage door repair, Bathroom fan, and heater repair.
  - Garage: Garage bay door repairs
  - Hospital: Boiler leak, sprinkler line leaks
  - Public Safety Building: Circulation pump rebuilds, light repair and exhaust fan servicing.
  - Nolan Center: Toilet repair, circulation pump rebuild, and light ballasts/bulbs replacement
  - Senior Center: flooring repairs
  - All Buildings: interior and exterior lights
  - All sprinkler systems low point draining
  - SDS Manual for AKOSH
  - Beyond that priority, much time remains devoted to heating, air, and ventilation systems, emergency lights and fire extinguisher inspections in the Borough buildings, as well as routine preventive maintenance, as time allows.

**Capital Improvement Projects** - Capital Facilities provides management of capital improvement projects and major maintenance to City and Borough of Wrangell facilities and infrastructure. A CIP Capital Projects Timeline is attached as a supplement to this report.

### **GENERAL FUND PROJECTS**

### **Nolan Center Standby Generator**

- Grant received from Homeland Security and Emergency Management.
- February 2021 grant application submitted to Homeland Security and Emergency Management requesting \$80,000 to complete the installation of project.
- The Borough was notified by Homeland Security and Emergency Management that Wrangell has been awarded \$339,468.64 toward the two projects for which we submitted grant funding

Capital Facilities Department Report December 2, 2021 Page 1 of 5 requests as awarded by FEMA for the 2021 SHSP grants. The State division of Homeland Security is in the process of developing Obligating Award Documents (OADs) and noted that amounts awarded may be different than the amount we requested. A detailed breakdown, by project, should be received by early October.

Next steps: 1) complete subsequent grant award, if additional funds were awarded for this project; 2) complete environmental review; 3) confirm with electrical engineering the power capacity for building to adequately size the standby generator; 4) request sole source procurement of CAT generator from granting agency and order equipment once approved; 5) solicit for construction work.

### **Skeet Range Improvements**

• Project is complete.

### **Kyle Angerman Memorial Playground Replacement**

- A combination of grants, donations, and local CBW contributions received to date.
- Project requires an additional \$25,000 to cover the shortfall due to LWCF program rejected by State to advance to design and construction.

### COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND / FEDERAL HIGHWAYS FLAP GRANT

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

- 6 Grant from Federal Highways FLAP; existing work is the Scoping Project with engineering services.
- PND Engineers identified general route layout with future development plan considered. Survey and design teams were in Wrangell the week of July 5<sup>th</sup> to identify the trail route and parking location, survey the project areas and perform a wetland delineation. Results from that effort have identified a trail route on the east slope of Mt Dewey through both forested lands and muskeg lands. A subsequent trail was identified to connect the existing Volunteer Loop trail to Ishiyama Drive. The first draft of the conceptual plan, along with a variety of cost estimates, was received in October. All cost options were well over the amount of funding in place and additional funding was sought from the FLAP program. The Borough was successful in obtaining another approximate \$450,000 for the project and are awaiting the federal Highway amendment documents.
- Meanwhile, coordination with the USACE is underway to determine whether we will pursue a Nationwide Permit or apply for an individual permit based on the preferred trail design selected and its proposed impacts to the wetlands.

### NORTH COUNTRY TRAILHEAD ACCESS ROAD REPAIR FUND

### North Country Trailhead Access Road Repair

- ♦ Grant from Federal Highways FLAP.
- Scope priorities established on Spur Road for a Spring 2022 bid and construction schedule.
   Stationing to be staked in the field and competitive bidding solicitation document developed based on USFS road maintenance and repair standard specification document.

### ELECTRIC FUND

### Environmental Assessment for Utilities Campus Master Plan.

Capital Facilities Department Report December 2, 2021 Page 2 of 5

- ♦ WML&P fund reserves to CIP Fund for project.
- Shannon & Wilson performed boring, testing, and sampling to determine soil conditions on the Borough-owned parcel in September. The draft report with test results was received this week and staff ae reviewing in advance of meeting with the environmental engineers next week to review with them.

### WATER FUND

### **Upper Reservoir Bypass**

- Water fund reserves to CIP Fund for project. A grant extension received until June 30, 2022.
- A design PSA amendment was approved for additional survey and design for replacing the existing Ductile Iron Pipe under the same design contract. Survey work has been completed and the engineers are working to the 95% level design with coordination with the State of Alaska Dam Safety division.

### Water Mains Replacement

Oroject is complete.

#### Water Treatment Plant Improvements

- The Borough Assembly reaffirmed the DAF as the water treatment project for Wrangell and direction was provided to move forward with value engineering services with CRW Engineering to reevaluate certain project aspects and update the project costs.
- The updated PER was completed in November 2021 and costs are projected in the amount of \$15,500,000. This equates to a shortfall in full project funding of \$5,402,047 beyond the existing funding currently in place for the project.
- The Borough has already begun contacting state and federal agencies to discuss funding opportunities for the shortfall in project funding.
- A work session is schedule with the Borough Assembly on December 13<sup>th</sup> to review the Updated Preliminary Engineering Report and discuss the project funding and timeline for the project.

#### **Upper Dam Stabilization and Repair**

- Water fund reserves to CIP Fund for project.
- Shannon & Wilson built a seepage model to use as the parent analysis for the stability model. Starting with the profiles the Corps developed in 2006, they ran into problems with the model in that they could not mimic the measured groundwater levels unless they included a sheet-pile wall at the upstream crib wall to the depth of the crib. We had no evidence, nor did the State Dam safety Office, to suggest that a sheet-pile wall is in place. With further investigation, they concluded it is the rock fill on the downstream side that causes the unexpected water levels. Through their modeling efforts, failures were through the silt at the base of the embankment, which led to concern with soil strengths at the downstream embankment and dam foundation materials, which are the controlling features in stabilizing the dam.
- In order to gain an understanding of the strength of the existing foundation and embankment soils, the engineers have recommended a subsurface exploration to measure the soil strengths and inform the outcome of the alternatives analysis. A request for a budget amendment to pursue this additional scope has been prepared for the Assembly review on December 14, 2021.

Capital Facilities Department Report December 2, 2021 Page 3 of 5

### Water Transmission Line Isolation Valve

- Water fund reserves to CIP Fund for project.
- Technical specifications for the water valve and installation procedures were received from R&
   Engineering. An Invitation to Bid for the hot tap valve installation will be developed to proceed.

### SEWER FUND

### Node 8 Sewer Pump Station Rehabilitation

Sewer fund reserves to CIP Fund for project. Project requires planning effort to advance.

### Node 19 Lift Station Standby Generator

- Funding is from the balance of the State of Alaska DCCED Grant for the hospital.
- A sole source procurement of the standby generator was approved. Procurement to follow.
- Operation of a sheltered space is underway.

### HARBOR FUND

### **Shoemaker Bay Harbor Replacement**

- The Borough received \$46,276 from the 2016 Gulf of Alaska Pink Salmon Disaster Relief. The approved project for this grant was replacement of the net float at Shoemaker Harbor.
- ADOT Harbor Matching Grant division approved an amendment to the Shoemaker Harbor Replacement to include a net float replacement, electrical upgrades to the boat grid, and construction inspection work related to the boarding float. Matching funds are from the Pink Salon Disaster Relief grant and Harbor funds.
- The electrical upgrades to the boat grid is complete.
- **O** The lumber materials arrived Wrangell the week of December 5<sup>th</sup>.
- The galvanized steel materials for the fabrication of the net float frame is expected to leave Seattle the week of December 12<sup>th</sup>. Welding fabrication is likely to occur in Wrangell.

### **Harbor Security System**

- Grant received from Homeland Security and Emergency Management in the amount of \$148,000. This grant amount does not fully cover the anticipated costs for installing the system for the Priority #1 site, identified as the Marine Service Center (MSC). The shortfall in funding for the MSC will be requested in the FY22 CIP Capital Projects budget request.
- Ounder the State Homeland Security's grant round for FY2021, the Borough has requested funding for all ten Ports and Harbors sites.
- The Borough was notified by Homeland Security and Emergency Management that Wrangell has been awarded \$339,468 toward the two projects for which we submitted grant funding requests as awarded by FEMA for the 2021 SHSP grants. The State division of Homeland Security is in the process of developing Obligating Award Documents (OADs) and noted that amounts awarded may be different than the amount we requested. A detailed breakdown, by project, should be received by early October.
- Next steps: 1) complete subsequent grant award, if additional funds were awarded for this project; 2) complete environmental review; 3) solicit for electrical design; 4) solicit for construction.

Capital Facilities Department Report December 2, 2021 Page 4 of 5

### **City Dock Fender Pile Repair**

- The construction work to replace the broken piles is complete.
- Staff are working with the freight company to identify cost reimbursement for the damaged barge ramp fender pile repair portion. The remainder of the City Dock fender pile repair costs will be reviewed with APEI for applicable insurance claim adjustments.

### SANITATION FUND

### Solid Waste Transfer Station Upgrades (Baler project)

• The baler equipment is installed and is fully operational.

### SECURE RURAL SCHOOLS FUND

### High School and Middle School Fire Alarm System Upgrades

- Morris Engineering completed the engineering design work for the project. This project was estimated to cost \$475,000. Staff will continue to seek project funding from a number of potential outside funding agencies.
- A grant application to the Community Development Block Grant (CDBG) was made in December 2021. Applicants are scheduled to be notified of project awards in March 2022.

### **High School Elevator Replacement**

The elevator consultants were in Wrangell for a site review in early August. They have submitted their draft documents, which require still the electrical design and Fire Marshall review and coordination to be complete prior to being released for construction bidding.

### **High School Sidewalk Replacement Project**

The Invitation to Bid release has been delayed due to staff work load and now the onset of fall/winter. Focus for project construction will be as the school year session for 2021-2022 is released in May 2022.

### **ENVIRONMENTAL REMEDIATION PROJECTS**

### **Contaminated Soil Sites**

Shannon & Wilson performed the in-field engineering work of the site characteristic work plans for three contaminated sites at the same time as their crew was in Wrangell, August 23 – September 2, for the Utilities Campus Environmental Site Assessment boring and testing. The testing lab has been extremely delayed in completing testing due to a high Covid-19 case count within their laboratory. The engineers received test results in late October and have recently submitted their draft report for review with staff, scheduled for next week.

### **FUTURE PROJECT PLANNING**

### FY22 CIP Capital Projects Budget

Additional proposed CIP Capital Projects will be addressed on a case-by-case basis until the FY2023 budget cycle occurs.

Capital Facilities Department Report December 2, 2021 Page 5 of 5

### Grants

**Director: Margaret Villarma** 

November 2021

The library was awarded the American Rescue Plan Act Grant from the Alaska State Library. We were asking for a new testing computer so that we can continue offering proctoring for the universities and various other organizations, including the City of Wrangell. We also asked for an additional \$2,500 to buy materials for our collections. We will be purchasing the new computer shortly.

The library also received the American Rescue Plan Grant through the WCA. We were asking for a 15 hour a week position that will last until the end of October 2022. Once the budget has been amended, we will be advertising for this temporary position, which will allow us to add more open hours for the public.

Our new server has arrived that was paid for by a grant through WCA. We will be working with The Library Corporation (our automation system) to get it installed and operating.

We applied for and received \$500 from Alaska Airlines for our 2022 Summer Reading Program. These funds will be used to purchase incentive prizes for the participants.

### **100 Years of Library Service**

The library celebrated 100 years of library service in Wrangell on October 28<sup>th</sup>. The Friends of the Library hosted the event. There was coffee, punch and cake served. We had approximately 95 people who stopped in and enjoyed themselves over a two-hour period.

### Storytime

Our last story time for the fall will be on December 10<sup>th</sup>. We will take a short break and then start up with the spring story time on February 4<sup>th</sup>. We are currently doing story time via zoom but we will re-evaluate the situation as it gets closer and see if we can't start having it in person.

### Harbormaster Report December 2021

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**Administration:** Harbor administration is working with finance and our grant writers to help find money in the new infrastructure bill. While at Fish Expo Lisa Murkowski stopped by the Wrangell booth and said that some time after the first of the year her staff will be setting up a conference for us to attend to help with identifying grants that will be beneficial to the City of Wrangell. We will be asking for funding for design of Meyers Chuck float replacement at the December 14<sup>th</sup> Assembly meeting. This will put us in a position to have a shovel ready project for grant funding. I have included the overall capital improvement list city staff have identified for each department. These may move up or down on the list depending on what type of grant funding we find.

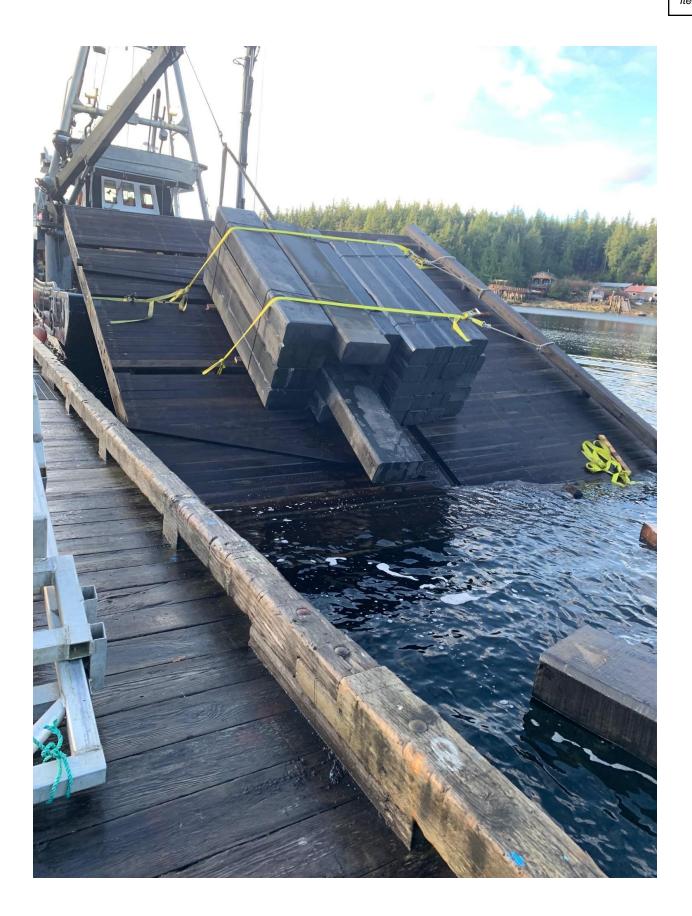
**Harbor Dept:** On November 8<sup>th</sup> JC Gillen, Chris Smith, Jon Augustine and I went to Meyers chuck and installed the new airplane float. It took us approximately 10 hours to remove and add additional flotation to the approach float and attach the new float. I would like to thank Jim Early and JC Gillen for stepping it up during the storm that came through on November 30<sup>th</sup>. They made sure boats in the harbors were secure and safe. Now that its winter we are doing out best to keep up with snow removal and ensuring our docks are safe for our customers.

**Marine Service Center:** The marine service center is full of winter projects we literally have to have boats go in the water to be able to pull more boats out for service. This is a good thing all the vendors are busy. The staff of the marine service center are also keeping busy with snow removal and small projects in the Harbor Dept.

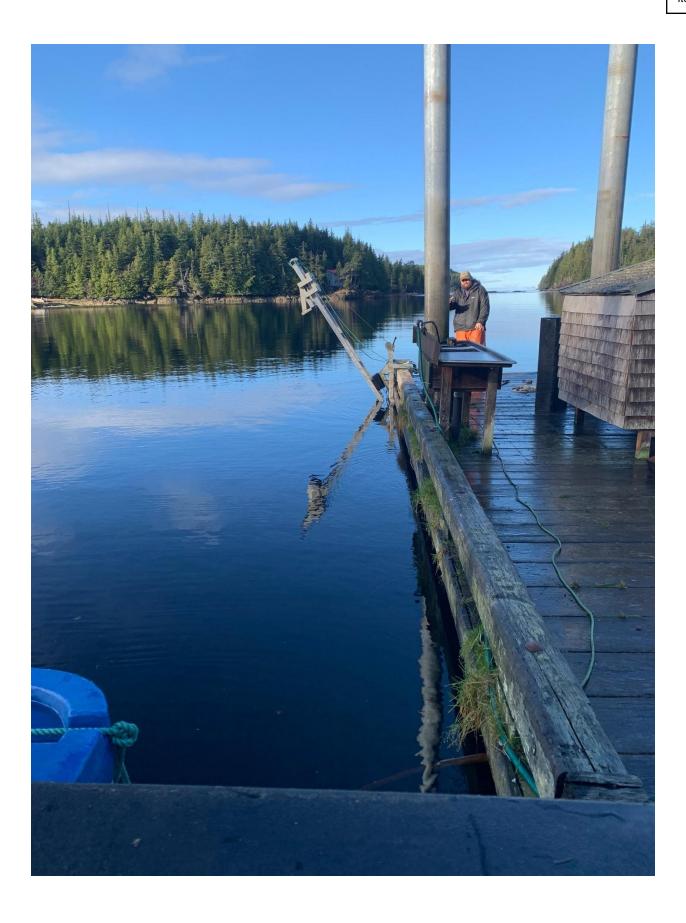
**Port:** We will be getting the bid packet out for the repairs of the floatation tanks for the barge ramp sometime in January with completion of repairs hopefully before April.

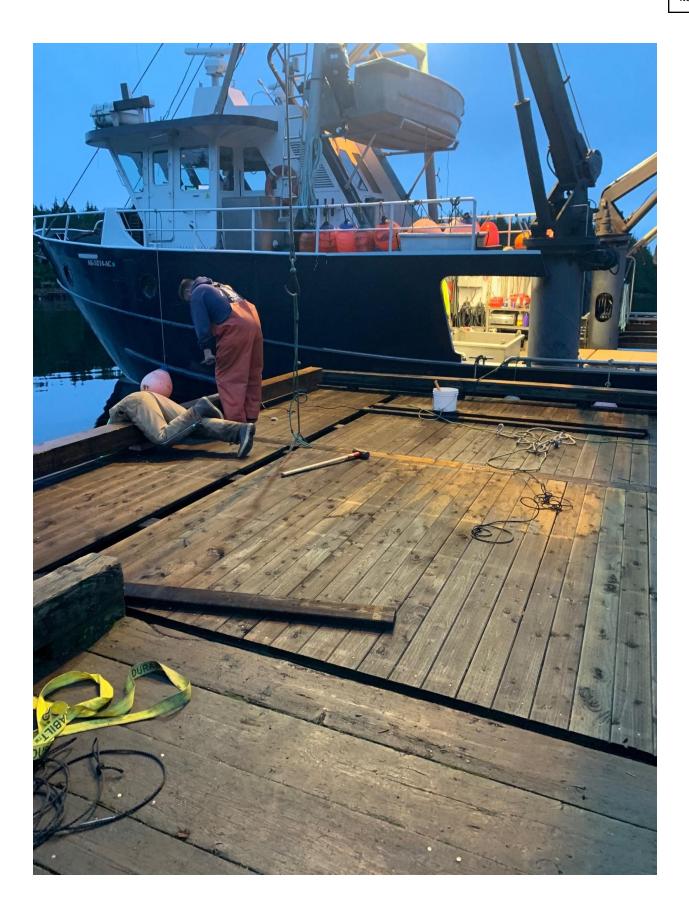
### Meyers Chuck Airplane Float



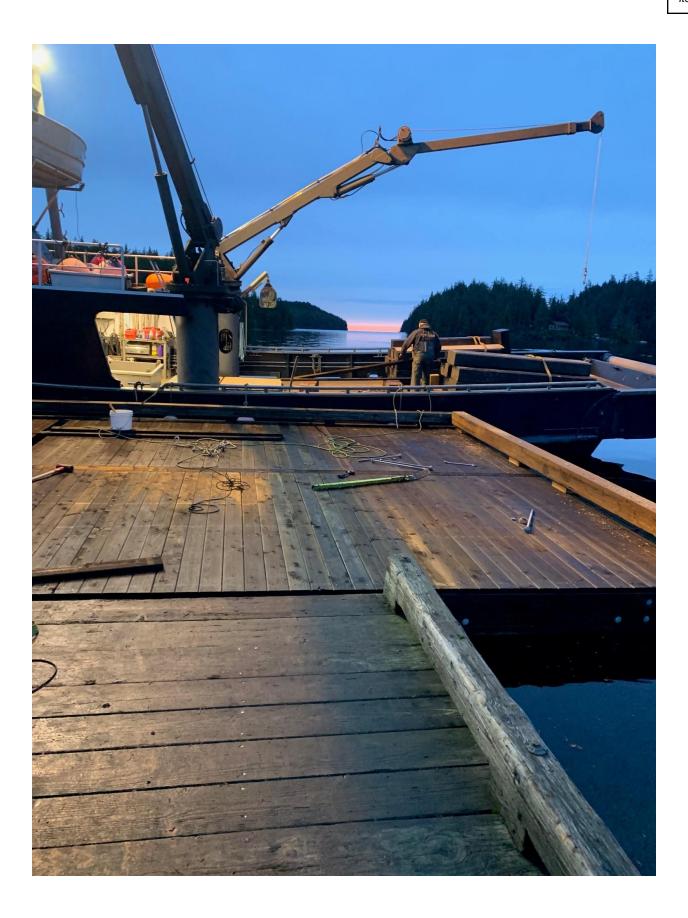






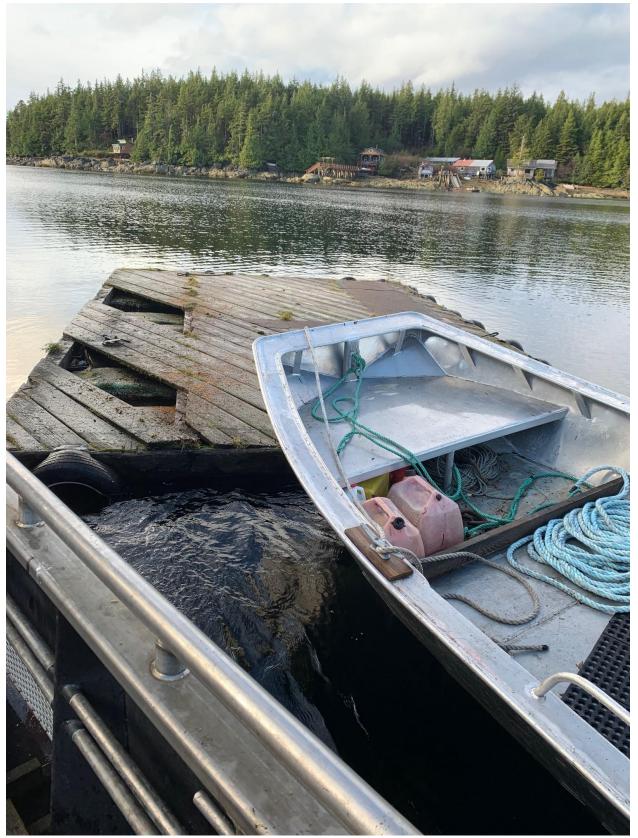


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### Old Float



# Freight in Wrangell Analysis December 2021



Prepared by Rain Coast Data

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# Wrangell Freight Overview

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## Analysis **Summary**

The City and Borough of Wrangell contracted with Rain Coast Data to assess the annual increased cost of freight between Wrangell and Seattle, conduct a business perspective survey for large-volume shippers between Wrangell and Seattle, and review changes to the total volume of freight over time. The business survey was conducted in mid-November 2021 and was by invitation only. Key research findings are summarized below:

### Wrangell Freight Data

- The majority of freight shipped into Wrangell is sent to business customers with long-standing contracts. While the details of these contracts are not public, they are said to generally increase at the same rate as the published tariff rates.
- The average annual increase cost of freight from Seattle to Southeast Alaska from 2006 to 2021 was 4.5% annually, based on published rate tariffs.
- While the Consumer Price Index is lower, increasing at 2.3% annually, the global cost of shipping marine freight has increased at an average rate of 5.7% annually (excluding 2021, as the global price of freight has nearly tripled so far this year).
- On average, top Wrangell businesses say that freight accounts for 18% of their total annual business costs. A third of businesses surveyed say that this percentage is stable, as they plan for increased freight costs over time and raise their own prices accordingly; while two-thirds say that the percentage of their overall business costs has increased significantly over the years as freight costs have gone up.
- Marine freight accounts for 99% of all freight arriving in Wrangell from Washington State. In 2019, the U.S. Army Corps of Engineers estimated 34.7 million pounds of marine freight arrived in Wrangell. That same year 135,646 pounds of freight arrived via air, and an estimated 180,000 pounds via ferry.
- By weight, the top goods shipped into Wrangell include fuel, heavy machinery (often barged into the community for construction projects) and groceries. Top exports by weight include fish and garbage.
- 100% of Wrangell businesses surveyed call the barging of freight "essential" to the community. Maintaining current barging services, frequency, and quality of cargo handling are the top freight priorities of the business community.

**4.5%** annual avg. freight cost increase

**18%** freight as a % of total avg. Wrangell business expense

## 99%

% of Wrangell freight that arrives by barge

> 100% essential service

# Wrangell Freight Situation

Wrangell is currently served by three barge shipping companies. Two of these, Samson Tug and Barge and Lynden's Alaska Marine Lines (AML), offer containerized freight shipments to Wrangell but functionally Wrangell's marine barge services represents a collaboration between multiple maritime logistics entities. Samson "ride shares" with AML (AML carries Samson's containers) to Ketchikan from Seattle, at which point the freight is reloaded onto a new barge. Samson then becomes the main shipper and AML ride shares with Samson to Wrangell, Metlakatla, and Prince of Wales. However, rather than use their own vessels for services to Wrangell, Samson has a contract with Boyer Towing to ship Samson and AML barge containers. Once the freight arrives in Wrangell, Samson and Boyer staff unload the barge, while AML contracts with Arrowhead Transfer to do all of its shore work. The City and Borough of Wrangell owns the freight yard and has contracts with the freight companies to rent portions of it. Arrowhead owns an acre of land nearby.

A third barge company, Olympic Tug and Barge, brings in fuel via barge monthly on behalf of Petro Marine Services. Petro Marine operates the bulk petroleum fuel facility located at Wrangell Harbor that stores and sells heating oil, aviation fuel, and gasoline to local commercial and residential customers and provides marine fueling services. Freight service costs for fuel deliveries are more stable as they are developed under five-year contracts, rather than the single-year contracts for container freight. Pricing changes for the fuel barge was not assessed as part of this analysis. The majority of this document is focused on non-fuel barged goods.

Before 2013, Southeast Alaska goods (excluding fuel) were primary moved by two competing barge companies: Northland Services and Alaska Marine Lines. In 2013, the global parent company of Alaska Marine Lines - Lynden Inc. - announced its intent to purchase Northland Services and combine it with Alaska Marine Lines. However, the State of Alaska Department of Law was concerned that consolidation of two of Alaska's largest barge operators could create a monopoly for marine barge services in Southeast Alaska and intervened. The result was a consent decree that required Northland to transfer assets used for service in Southeast Alaska to a viable competitor. An agreement was reached with Samson Tug and Barge to purchase Northland assets, such as freight containers. Samson has been providing marine transportation in Alaska since 1937 and is headquartered in Sitka. In November 2013, the company expanded its Southeast Alaska ports of call to include Ketchikan, Metlakatla, Thorne Bay, Craig, Petersburg, Juneau, and Wrangell.

The Consent Decree was originally set to expire in 2019, and while it was the Alaska Attorney General's opinion at that time that "AML has faithfully complied with all requirements of the Consent Decree" the AG also determined that "because of unforeseen challenges...it has taken longer than originally anticipated to fully achieve the goal of the Consent Decree" and extended the expiration date to September 30, 2021. The AG found no reason to extend the terms of the Consent Decree a second time. With the Consent Decree no longer in place the two freight companies returned to acting just like any other private sector organization in Alaska. However, because the movement of freight is so critical to the economic wellbeing of Southeast Alaska, the removal of the safeguards the decree provided leave some communities feeling vulnerable. For their part, both companies say that at this time they do not expect any changes in service levels moving forward.

# Wrangell Freight Importance

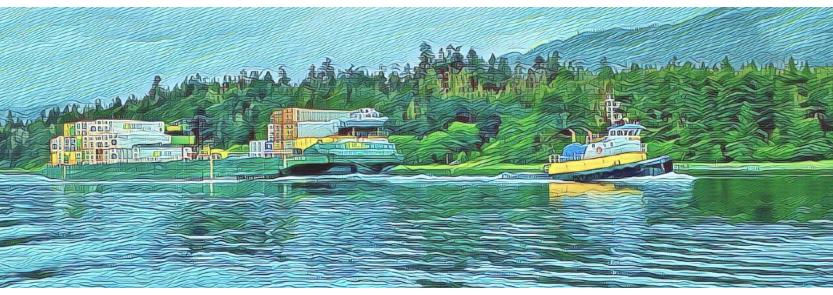
It would be difficult to overstate the critical importance of barges to the Wrangell economy. Maritime shipping is the backbone of the Southeast Alaska economy. Globally, an estimated 80% of all goods are carried by sea. More than 90% of all goods arrive in Southeast Alaska by barge.

In Wrangell, 99% of all freight arrives via barge, with the remainder of goods arriving by air and ferry service. A disruption of any type to freight services would immediately reverberate throughout the Wrangell economy in every sector, from health care to tourism to retail, and also to every household. The community depends on the health of the barge and tug system for basic necessities, such as food security.

For this reason, there is significant pricing sensitivity in a community like Wrangell to any changes in freight shipping costs, as rate increases impact every household and business in the community. This extreme dependence on barging for access to commodities is not unique to Wrangell but is duplicated across all of Alaska's remote maritime communities. Maintaining Alaska's barge system is fundamental to the ongoing economic health and existence of these communities.

Many Alaska transportation providers have rates that are publicly subsidized, underscoring the critical nature of transportation in communities. Essential Air Service is a federal subsidy that provides funding for air service into remote and rural communities, such as Wrangell. The State of Alaska runs the Alaska Marine Highway System providing passenger, vehicle and freight services. Alaska's barge companies receive no public subsidies.

All Wrangell businesses surveyed in November 2021 call the barging of freight essential to the community. Over the years Wrangell businesses have been asked what their top barriers are regarding business operations. The number one response has always been transportation costs for freight and people, and the high cost of doing business in the community. In the last pre-pandemic survey of Wrangell businesses (February 2020), Wrangell respondents were asked about the greatest potential economic threat the regional economy. Nearly two-fifths of Wrangell business leaders, 39%, said that the greatest potential future threat to the economy would be a disruption of barge services.



# Wrangell Freight Costs

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## Barge Freight Cost Increases

Large freight customers in Southeast Alaska operate under individual year-long contracts, which represents the majority of freight shipped. While these contracts cannot be individually assessed, according to the freight companies increases to these contracts generally track with overall increases to posted shipping rate tariffs. The annual rate increase for shipments coming to Southeast Alaska is generally identical for both Alaska Marine Lines and Samson Tug and Barge, the two entities that provide containerized barge services to Wrangell. The annual tariff increase to Southeast Alaska for freight shipments has averaged 4.5% over the past 16 years. The lowest increase of 2.9% occurred in 2010, while the highest was 6% in 2008.

Southeast Alaska shipping rates have been spared the extreme volatility of the global shipping market rates. The World Container Index, created in 2011 by Drewry Maritime Research, measures the average cost of shipping a 40-foot ocean container on 8 major routes to and from the US, Europe and Asia. It provides a useful rate increase comparison model. Through 2020 that index showed an average annual cost increase of 5.7%, with one-year increases being as high as 43% in 2012, and as low as -37% in 2015. In 2021, however, the Drewry index, as measured through mid-November 2021, shows an increase in marine shipping costs of 288% in 2021 alone.

Annual Rate Increases for Freight					
Year	Annual Tariff Increase to Southeast Alaska	Global Shipping for a 40' Container - Annual Change			
2006	4.6%	NA			
2007	5.5%	NA			
2008	6.0%	NA			
2009	5.0%	NA			
2010	2.9%	NA			
2011	4.0%	First Year of Data			
2012	4.0%	43%			
2013	5.0%	-12%			
2014	4.0%	11%			
2015	4.5%	-37%			
2016	4.5%	-10%			
2017	4.5%	35%			
2018	4.5%	-7%			
2019	3.6%	2%			
2020	3.75%	26%			
2021	5.0%	288%			
Annual Average Change 2006-2021	4.5%	NA			
Average Annual Change 2011-2020	4.2%	5.7%			
Average Annual Change 2012-2021	4.3%	32.9%			

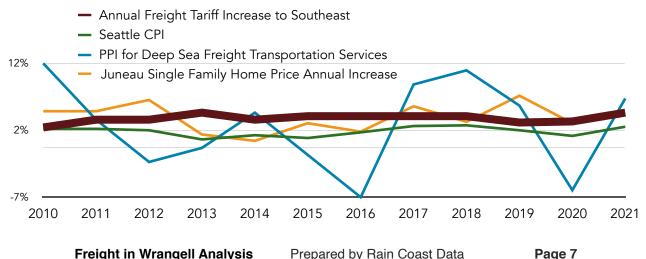
Source: Historical general rate increases for Southeast Alaska provided by AML and Samson Tug and Barge. World Container Index began in 2011 by Drewry Maritime Research.

## Index Cost Increases Compared

Other useful indexes to compare cost increases for Southeast Alaska shipping rates include the Seattle Consumer Price Index (CPI), as it is the CPI with the strongest economic ties to the regional freight sector; the Producer Price Index (PPI) for Deep Sea Freight Transportation; and Juneau housing prices (as a proxy for Wrangell housing prices, which are unavailable). Among these dataset comparisons the annual increase of Southeast Alaska freight costs of 4.2% between 2010 and 2021 is higher than the other annual average increases for CPI and PPI, but lower than housing and the World Container Index.

Increased Costs Comparisons							
Year	Annual Freight Tariff Increase to Southeast	Seattle CPI For US Deep Sea Freight Transportation Services		Juneau Single Family Home Price Annual Increase			
2010	2.9%	2.7%	12%	5.2%			
2011	4.0%	2.7%	4%	5.2%			
2012	4.0%	2.5%	-2%	6.8%			
2013	5.0%	1.2%	0%	1.9%			
2014	4.0%	1.8%	5%	1.0%			
2015	4.5%	1.4%	-1%	3.5%			
2016	4.5%	2.2%	-7%	2.3%			
2017	4.5%	3.1%	9%	5.9%			
2018	4.5%	3.2%	11%	3.7%			
2019	3.6%	2.5%	6%	7.4%			
2020	3.75%	1.7%	-6%	3.5%			
2021	5.0%	3.0%	7%	NA			
Average Annual Change	4.2%	2.3%	3.2%	4.3%			

Sources: Historical general rate increases for Southeast Alaska provided by AML and Samson Tug and Barge. City of Seattle, Seattle Consumer Price Index Historical Data. Bureau of Labor Statistics for the PPI for Deep Sea Freight Transportation Services. The Producer Price Index (PPI) program measures the average change over time in the selling prices received by domestic producers for their output. Alaska Department of Labor for Juneau Single Family home.

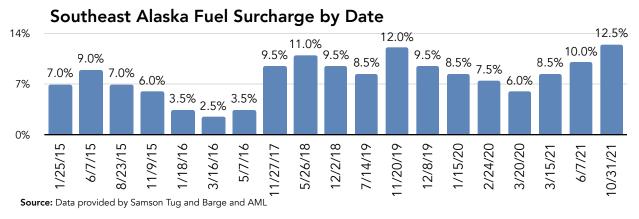


Freight in Wrangell Analysis Prepared by Rain Coast Data

## Barge Freight Fuel Surcharge

Fuel surcharges represent a cost in addition to other charges for freight, and are applied to all customers, even those with annual contracts. Since 2015, the freight surcharge has been as low as 2.5% in March of 2016, to a high of 12.5% in October of 2021. The rules governing fuel surcharge calculation tables for Alaska Marine Lines documentation can be found at <a href="http://www.lynden.com/aml/tools/tariff/100ATariff.pdf">http://www.lynden.com/aml/tools/tariff/100ATariff.pdf</a> pages 19-A through 19-C (see appendix) and are directly tied to the changing price of fuel. Fuel surcharge fees are determined using the Department of Energy Diesel Fuel Price Chart, West Coast. Samson Tug and Barge uses the same fuel surcharge rates as AML.

SE Fuel Surcharge History 2015 to Present				
Effective Date	Percentage			
1/25/15	7.0%			
6/7/15	9.0%			
8/23/15	7.0%			
11/9/15	6.0%			
1/18/16	3.5%			
3/16/16	2.5%			
5/7/16	3.5%			
11/27/17	9.5%			
5/26/18	11.0%			
12/2/18	9.5%			
7/14/19	8.5%			
11/20/19	12.0%			
12/8/19	9.5%			
1/15/20	8.5%			
2/24/20	7.5%			
3/20/20	6.0%			
3/15/21	8.5%			
6/7/21	10.0%			
10/31/21	12.5%			



### Freight in Wrangell Analysis

Prepared by Rain Coast Data

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# + Fuel Surcharge Cost Increases

A better way to understand annual cost of freight increases is to include the cost of fuel surcharge costs into the overall price increase model. Using this methodology, annualizing the fuel surcharge data, and combining it with annual tariff increase data, the annual cost increase of freight into places like Wrangell since 2015 is 4.5%. This is slightly higher than the 4.3% cost increases related to stand-alone annual tariff cost increases for these specific years.

Bringing in fuel surcharge data into the overall cost does increase the volatility of the annual cost changes significantly. When it is taken into account that these rates are constantly changing, the fuel surcharge costs can create much more volatility than the annual averages in the table below suggests.

	Southe	ast Alaska E	Barge Costs	
Year	Annual Freight Tariff Increase	Annualized Fuel Surcharge Rate (with change from previous year)	What \$100 of freight in 2015 would cost to send with tariff increase and fuel charge	Annual % Total Cost Increase (considering freight + fuel surcharge costs)
2015	4.5%	7.3%	\$107.30	
2016	4.5%	3.3% (-4%)	\$107.98	0.6%
2017	4.5%	4.5% (+1.2%)	\$114.12	5.7%
2018	4.5%	10.4% (+5.9%)	\$125.96	10.4%
2019	3.6%	9.4% (-1%)	\$129.31	2.7%
2020	3.75%	6.3% (-3%)	\$130.43	0.9%
2021(first half)	5.0%	7.9% (+1.6%)	\$138.99	6.6%
Annual Average % Change	4.3%	0.1%	4.5%	4.5%

Note: Fuel surcharge and annual tariff increases provided by Alaska Marine Lines and Samson Tug and Barge. Fuel surcharge data was annualized based on monthly rates.

Fuel conversion tables governing fuel surcharge calculations are included in the appendix.



Freight in Wrangell Analysis

# Freight Costs by Community

The cost of freight to Wrangell is more than the cost of freight to some communities on direct barge routes, as freight coming to Wrangell from Seattle must be reloaded in Ketchikan and brought via a feeder line. Freight pricing is complex. There are hundreds of different shipping categories, such as frozen foods, trash, construction materials, plants, vehicles, fresh fish, fuel, household belonging, etc., each with different optimal packing strategies, rules, and costs. There are cost minimums, fuel surcharges, consolidation charges, freight container size differentials, and different contracted fees for large shipping customers versus occasional freight users, resulting in thousands of pricing levels. However, an "apples-to-apples" comparison of a 500-pound pallet of groceries transported from Seattle on Alaska Marine Lines currently costs \$147.21 to ship to Wrangell, versus \$171 to send to Juneau, and \$302.63 to ship to Thorne Bay.



Moving a 500-Pound Pallet of groceries from Seattle via Alaska Marine Lines, in December 2021, including the current 12.5% fuel surcharge.

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Source: Data provided by AML

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# **Barge Freight Fee Changes**

Over the last decade, several pricing changes have taken place that have increased the overall cost of shipping freight between Seattle and Wrangell. Most of these costs are more likely to impact occasional freight users without annual contracts. A summary of some of the most significant changes is provided below:

- **Quantity Rates**: Quantity rates are freight rates with the charge per unit the same regardless of the quantity offered for shipment. These rates existed through Northland Services prior to 2013, and then eliminated.
- **Minimum Barge Fee:** The minimum charge for any single shipment between Wrangell and Seattle on AML is \$103 for a regular shipment and \$125 for a shipment requiring temperature control. These minimum costs have increased over time.
- Less than Container-load Rate: A LCL (less-than-container-load) shipment is more expensive per foot than space in a full container. This is true globally as well as in Alaska, and thus the LCL rate is higher than container load (CL) rates.
- **Consolidation Fee:** Consolidation is the process of combining two or more LCL shipments into container loads for the purpose of obtaining CL rates. Consolidation charges are in addition to other charges. Consolidation fees are based on labor costs and have increased over time. A 20' container currently costs \$315 to consolidate using AML.
- **Paperwork Fee:** If additional documentation is required there is a \$5 fee per page with a minimum of \$29 per request with AML. These costs were implemented to cover growing requests for supplementary paperwork.



# **Increasing Industry Costs**

The cost of shipping has gone up for the companies that bring goods to Southeast Alaska via barge. Some of these key cost drivers are summarized below:

- Artificially Low 2013 Rates: Freight costs across the region were considered to be artificially low at the time of the 2013 freight merger. Samson notes that they were told by a State of Alaska economist that the rates at the time the Consent Decree was signed were "at least 30% under market," and were advised to increase rates dramatically to be financially soluble. Samson's Marketing Director Jerry Morgan explained this to Wrangell's public radio in 2018: "The rates were so out of market range it just didn't make sense to even provide service to Wrangell at the rates they were offering before." However, the companies decided to make up this dearth gradually over time instead of all at once, and thus a portion of the annual rate increase has been described as a continuing effort to make up this original discrepancy.
- Reduced Timber Backhaul: The primary reason for lower historic rates had been a steady cargo of timber from Southeast Alaska. Timber once provided a significant source of year-round backhaul, allowing for lower cost cargo rates for incoming freight to communities such as Wrangell. Since 1990, the total board feet of timber harvested and shipped from the region decreased by 96%. While seafood does provide backhaul, most of this occurs during a relatively short, intensive period in the summer, requiring shippers to pre-stage sufficient containers to meet the demand (which does not materialize in low-harvest years). No other export has been able to replace the loss of timber to balance freight levels. Moreover, by some measures the economy of scale has been further decreasing over time. According to the US Census, the population of Wrangell decreased by 10% between 2010 and 2020, while the overall regional population remained flat.
- Shipping Infrastructure Replacement Costs: Shipping equipment is expensive to purchase and maintain, and the costs of equipment replacement has increased considerably over time, as has the ability to procure infrastructure in an increasingly competitive shipping climate. For example, most of the region's shipping containers were originally built in the early 1980s, when standard sizes were developed. These reached "end of life" around 2000 and had to be replaced, and now need to be replaced again at a time when the global demand for shipping containers is at an all-time high and difficult to obtain.
- Seattle Costs: Shipping rates in Southeast Alaska are highly impacted by microeconomic disruptions and changes in Seattle. For example, the West Seattle Bridge was closed in March of 2020 for repairs and remains closed, increasing truck travel time considerably between the Seattle warehouse and the terminal.
- **Regulatory Compliance Costs:** Shipping companies are regulated by a multitude of different federal and state agencies, including Federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), US Coast Guard, Alaska Department of Natural Resources, U.S. Environmental Protection Agency, Alaska Department of Transportation, and the Federal Motor Carrier Safety Administration. Each comes with compliance costs, and lack of compliance carries the threat of sidelining vessels.
- Additional Costs: Other increasing costs include insurance rates, growing labor costs, facility costs, dry docking costs, and commodity costs such as steel, etc.

# Wrangell Freight Business Perspective

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## **Business Perspective Survey**

An invitation-only business perspective survey was developed for Wrangell companies that are particularly dependent on in-bound shipping to the community. Twelve businesses, representing some of Wrangell's largest freight customers, were asked about their use and reliance on freight. Respondents said that on average freight costs accounted for 18% of their total annual business expenses, while the median response was 13%. One-third of these businesses regularly increased their prices to maintain a stable percentage (generally 10% for these businesses) while two-thirds commented that this percentage has continued to grow annually. Respondents on average receive 44 barge shipments annually, said that 91% of their freight arrives by barge, with 89% indicating that their use of freight has grown over the past five years. The top five freight priorities of business owners, in order, include 1) continued freight service to the community, 2) maintaining barge frequency, 3) preserving high-quality cargo handling, and 4) increasing cost stability for freight services. Survey results can be found on the following pages.

### What percentage of your total freight into Wrangell arrives by barge? = 91%

Of your total annual business expenses, what percentage is your barge freight bill?

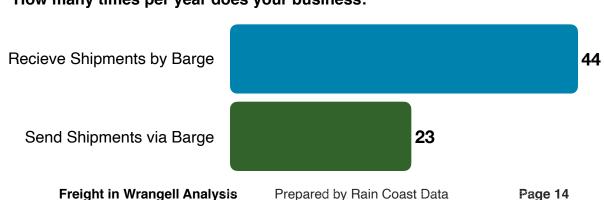
### = 18% average = 12% median

How has this percentage changed over time? Most responses were similar to these:

**One-third** of respondents: "We manage our rate increases to cover cost increases. So it has stayed the same."

**Two-thirds of respondents:** *"Our freight cost percentage has continued to rise with increased shipping costs."* 

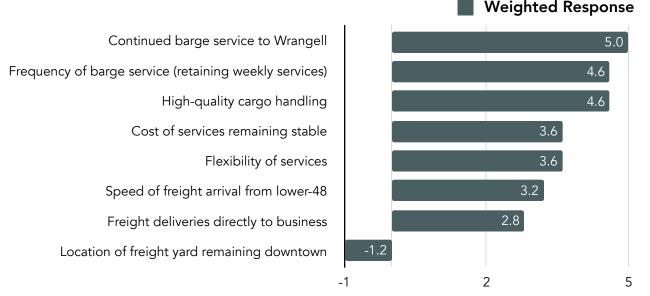
## 89% of responding businesses say the total volume of freight shipments has increased over the past five years.



### How many times per year does your business:

## **Business Perspective Survey**

Wrangell's largest freight users in the community were asked to rate the importance of eight freight elements in their community. Every business leader said that continued freight service to Wrangell is essential. The next two top service priorities include maintaining the frequency of barge services and a high level of freight handling. Maintaining the current location of the freight yard in downtown Wrangell is not "not important" to two-thirds of respondents.



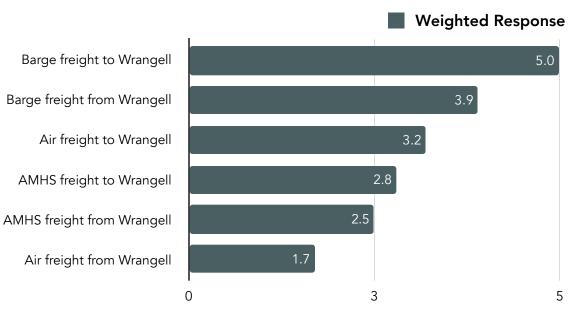
### How important are the following to your business operations?

**Note:** Weighted responses were developed by assigning a value to the priority level responses below in order to provide a simple graphic representation of Wrangell's business perspective.

### How important are the following to your business operations?

Options	Essential	Somewhat Important	Not Important
Continued barge service to Wrangell	100%	0%	0%
Frequency of barge service (retaining weekly services)	91%	9%	0%
High-quality cargo handling	91%	9%	0%
Cost of services remaining stable (low to no price increases)	73%	18%	9%
Flexibility of services (i.e. ability to ship a partial load or single item)	64%	36%	0%
Speed of freight arrival from lower-48	55%	45%	0%
Freight deliveries directly to business	55%	36%	9%
Location of freight yard remaining downtown	9%	27%	64%

Wrangell businesses were asked to gauge the importance of freight by mode, and whether it was incoming, or outgoing, to their businesses. 100% of business leaders said that incoming barge freight is essential to their Wrangell business. Barge freight leaving the community was rated as essential by 82% of respondents. While this important, departing air freight was ranked as being the least critical to business operations in Wrangell.



### How important are the following to your business operations?

**Note:** Weighted responses were developed by assigning a value to the priority level responses below in order to provide a simple graphic representation of Wrangell's business perspective.

### How important are the following to your business operations?

Options	Essential	Somewhat Important	Not Important
Barge freight to Wrangell	100%	0%	0%
Barge freight from Wrangell	82%	9%	9%
Air freight to Wrangell	64%	27%	9%
AMHS freight to Wrangell	64%	18%	18%
AMHS freight from Wrangell	55%	27%	18%
Air freight from Wrangell	45%	28%	27%

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# **Business Perspective Survey**

Wrangell's top businesses had the option of providing responses to open-ended questions as part of the survey, although written responses were not required and only half provided any written responses. These responses are shared below:

## Please describe any changes in barge services over the past five years that have impacted your business.

- Costs make me combine orders in order to maximize freight/cost
- Fuel charges
- Increased shipping costs
- Minimum barge charge increased dramatically
- Additional charges
- Cut off times
- Freight jumped about 40% 3 years ago.
- Multiple charges for same day by same vendor

## What are the top elements that you would most like to see for freight in Wrangell moving forward?

- Federal changes that would lower fuel costs
- Fewer restrictions on freight
- Keep the same sailing schedule year round
- Keeping temperature control
- Paying for pallets
- Rate deduction for frequent use
- Freight consolidation in Seattle
- Lower prices in general
- Maintain air service
- The monopoly is greedy
- Lower minimum charges for the barge

### Any final thoughts regarding freight in Wrangell?

- Wrangell businesses are very much accustomed to the cost and changing cost of doing business in Wrangell.
- All current Wrangell business knows the cost of freight, from retail to fisherman whose product in and out of Wrangell has freight cost. Sometimes directly and sometimes reflected in lower prices.
- I think the state should build a freight ferry.
- •We are an island. Where would we be without barge freight?
- •We use all freight services available to and from Wrangell.
- When Lynden owns both freight companies, they will have us over a barrel.

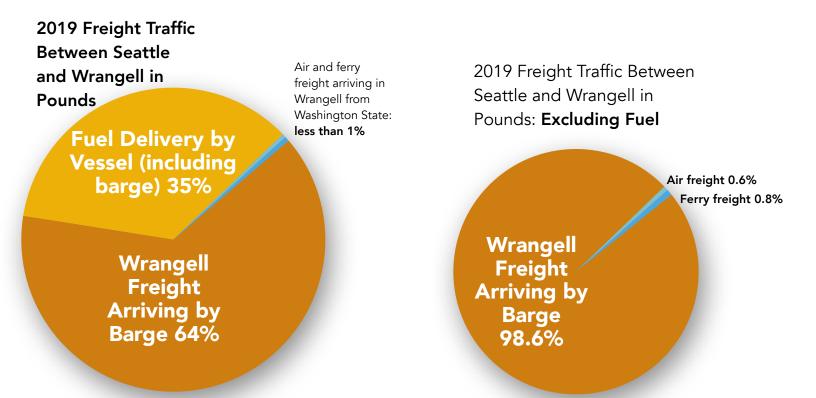
# Wrangell Arriving Freight by Mode

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## Incoming Freight by Mode

Few communities in the world are more dependent on barge freight arrivals than Wrangell. Between 2016 and 2020, 99.9% of all arriving freight came by barge. Air freight brings in the equivalent of two 20-foot barge containers worth of freight annually. The Alaska Marine Highway ferry system is much more likely to be used for shipping freight from Wrangell to Seattle rather than to Wrangell, shipping zero to three shipping containers worth of freight to the community over each of the past five years. Marine barges brought an average of 3,426 fully-loaded 20-foot equivalents units (TEUs). By excluding ocean going fuel deliveries, 98.6% of all incoming freight to Wrangell in 2019 arrived by barge. Additional pounds of goods come via airmail (as opposed to air freight) or on the ferry not containerized in shipping containers. However, these numbers would not significantly change the charts below.



Freight Arriving in Wrangell by Mode from Seattle					
Year	Air Freight Pounds	AMHS Freight Pounds (est.)	Marine Barge/Fuel Freight Pounds		
2017	101,402	0	28,623,105		
2018	200,218	180,000	34,649,370		
2019	135,646	180,000	34,662,600		
% of All Wrangell Freight from Seattle 2019	0.39%	0.51%	99.9%		

Source: U.S. Army Corps of Engineers, AMHS data, Bureau of Transportation Statistics

# Wrangell Freight by TEUs

According to the U.S. Army Corps of Engineers (USACE) there were 2,050 loaded 20-foot equivalents units (TEUs) of freight that arrived via barge in 2019. This represents a 10% decrease over 2003, but is overall similar to the 2003 through 2019 average freight traffic data. Departing loaded TEUs are actually up in 2019 over 2003, but down 25% from 2017 to 2019. Good data is missing for Wrangell from 2014-16, when the freight data was combined with other locations. Note that TEU data includes fuel barges as well as containerized freight.

Wrangell Barge Traffic Arriving Departing Departing Year Loaded TEUs Loaded TEUs **Empty TEUs** 2003 2,281 1,831 1,415 2004 1,791 869 1,174 2005 1,515 1,025 1,164 2006 1,546 817 1,308 2007 1,294 1,526 1,017 2008 962 600 810 2009 988 482 1,092 2010 1,327 1,246 1,072 2011 1,901 1,354 2,360 2012 4,373 5,450 4,525 2013 5,343 6,706 7,383 2017 3,450 1,614 2,111 2018 2,599 2,178 1,666 2019 2,050 1,642 2,580 Change 2003-2019 41% -10% 16% Change 2017-2019 -3% -25% 2%



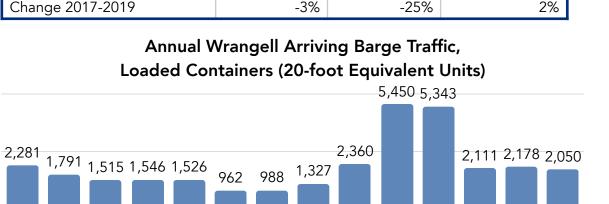
2018 2019

6,000

3.000

0

**-10%** freight decrease since 2003

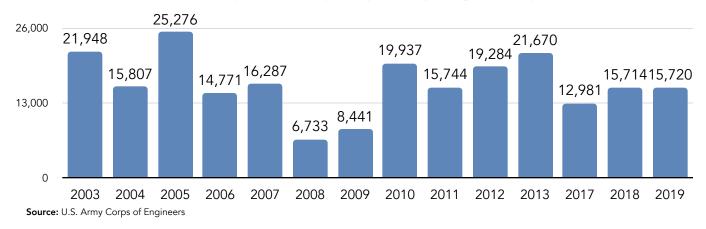


# Barge Freight by Tonnage

Another way to analyze freight, according to the U.S. Army Corps of Engineers (USACE) is to review incoming and outgoing freight by tons and by type of product shipped. Since 2003, the peak amount of incoming freight and fuel by tonnage arrived in Wrangell in 2005, and total departing freight peaked in 2013. That was a historical salmon year in Wrangell and Southeast Alaska, meaning that a large quantity of fish was shipped out, and fuel shipped in to run the processors and vessels.

Wrangell Fr	eight & Fu	el by Tonna	age
Year	Arriving Freight Tons	Departing Freight Tons	Total Tons of Freight
2003	21,948	10,988	32,936
2004	15,807	8,338	24,145
2005	25,276	8,419	33,695
2006	14,771	11,327	26,098
2007	16,287	6,710	22,997
2008	6,733	3,138	9,871
2009	8,441	3,418	11,859
2010	19,937	9,892	29,829
2011	15,744	11,825	27,569
2012	19,284	32,504	51,788
2013	21,670	58,354	80,024
2017	12,981	26,339	39,320
2018	15,714	13,408	29,122
2019	15,720	14,711	30,431
Change 2003-2019	-28%	34%	-8%
Change 2017-2019	21%	-44%	-23%

# Annual Wrangell Arriving Barge Freight by Tonnage



# Barge Freight by Product Type

Using the U.S. Army Corps of Engineers data, and taking average freight levels from 2017 through 2019 by type, the top element arriving by marine transport in the community is fuel.

This is followed by heavy machinery, often barged into the community for construction projects and barged out again once the need for the element is finished. Food products are the next most significant item by weight.

In terms of freight leaving Wrangell for Seattle, fish is the number one item by weight, followed by (now departing) machinery, and trash leaving the community for landfills down south.

Wrangell Freight & Fue	l by Tonnage (a	vg 2017-2019)	
Type of Product	% of Total Pounds Arriving Freight	% of Total Departing Freight Pounds	
Petroleum Products	37%	2%	
Fish	0%	37%	
Machinery	35%	35%	
Food and Beverage Products	16%	9%	
Garbage	0%	11%	
Chemicals and Related Products	2%	1%	
Petroleum Pitches, Coke, Asphalt,	2%	0%	

2%

1%

1%



Freight in Wrangell Analysis

Naptha and Solvents Iron and Steel Products

Gasoline, Jet Fuel, Kerosene

Forest Products

0%

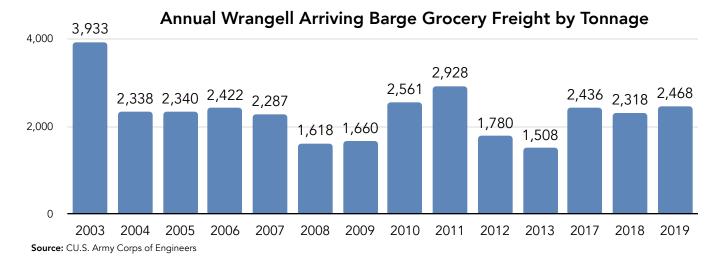
0%

1%

# Grocery Barge Freight Tonnage

In order to reduce the "noise" of combined freight and fuel shipments, the analysis below only measures incoming groceries and food products barged into Wrangell by tons since 2003. Since 2003 was a high year, overall the amount of food, beverages, and other grocery items barged into the community has decreased by 37%, but the reality is that overall level of food items brought into the community by barge has remained relatively stable over time. The number of tons of groceries barged into Wrangell in 2019 is about the same as the average over the full time period.

Wrangell Grocery Barge Frei	ght by Tonnage
Year	Arriving Food Tonnage
2003	3,933
2004	2,338
2005	2,340
2006	2,422
2007	2,287
2008	1,618
2009	1,660
2010	2,561
2011	2,928
2012	1,780
2013	1,508
2017	2,436
2018	2,318
2019	2,468
Change 2003-2019	-37%
Change 2017-2019	1%



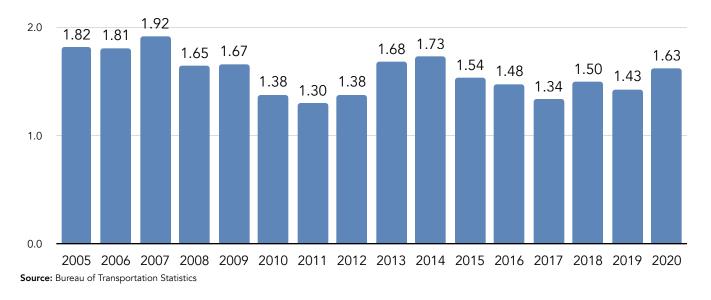
Prepared by Rain Coast Data

# Air Freight Pounds

In 2020, 441,355 pounds of freight arrived via airplane into Wrangell. Of that the majority came through Anchorage, with Seattle the next most likely departure city with nearly 100,000 pounds of freight shipped to Wrangell via air. Air freight is also used for shipping seafood out of the community. Altogether, 1.6 million pounds of mail and air freight came into or out of Wrangell in 2020.

	Air Freight Arriving in Wrangell, 2016 to 2020						
			Arı	riving Fron	n		Total in
Year	Anchorage	Juneau	Ketchikan	Petersburg	Seattle	Sitka	Pounds
2016	162,270	18,418	40,460	1,195	88,252	766	312,292
2017	161,543	21,741	34,171	2,074	101,402	1,452	322,575
2018	133,770	37,343	50,112	2,765	200,218	1,304	425,525
2019	169,860	63,129	79,188	5,491	135,646	426	453,740
2020	215,206	40,412	70,606	12,491	97,077	5,563	441,355
Change 2016-2020	33%	119%	75%	945%	10%	626%	41%

Annual Wrangell Total Air Freight and Mail (arriving and departing, to/from all locations, in millions of pounds)

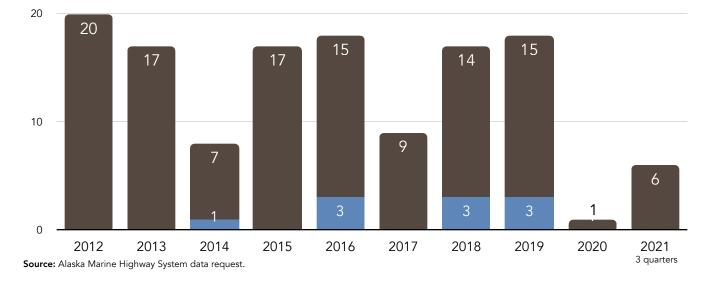


# **Ferry Freight**

Unlike barges or planes, more freight is shipped out via ferry in Wrangell than freight arriving from the lower-48. In 2019, three 20-foot equivalent shipping containers arrived in Wrangell from Bellingham on the ferry, while 15 TEUs of freight, most likely consisting of fish, were shipped by ferry headed for Washington State. On average from 2012 to 2020, shipping exports outnumbered freight imports by a ratio of 1:13.

	Freight between Wi /ashington, 2012 to	
Year	Loaded TEUs in Bellingham for Wrangell	Loaded TEUs in Wrangell for Bellingham
2012	0	20
2013	0	17
2014	1	7
2015	0	17
2016	3	15
2017	0	9
2018	3	14
2019	3	15
2020	0	1
2021 (3 quarters)	0	6
Avg. 2012-2020	1	13

# Annual Wrangell Total Ferry Freight (arriving and departing TEUs)

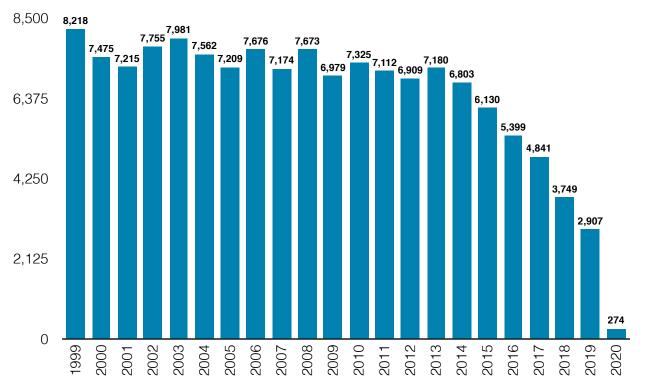


#### Freight in Wrangell Analysis

Prepared by Rain Coast Data

# Declining Ferry Service

While major ferry freight shipments arrive and leave via large shipping containers, freight also often moves on the ferry in smaller, less measurable loads — in personal vehicles, on luggage carts, etc. To understand the full change in ferry freight services, it is also important to look at ferry service in general. In recent years the Alaska Marine Highway System has been hit hard by state budget cuts, significantly reducing state funding levels. Service and port calls have been cut significantly, and Wrangell has been disproportionately impacted. The reduced use of ferry freight over time is correlated to the loss of service.



# Ferry Passengers Arriving in Wrangell 1999 to 2020

# **Declining Ferry Passengers**

A good track change in ferry service is through passenger levels as declining ridership is proxy for declining service. In 2019, a total of 2,907 Alaska Marine Highway (AMHS) ferry passengers arrived in Wrangell. Since 2013, the number of passengers disembarking in Wrangell has decreased every year, for a loss of 60% of passenger ridership between 2013 and 2019. In 2020, ridership fell to just 274 passengers. The unreliability of the ferry scheduling and the increase in costs to travel have impacted ferry users, but even more significantly impacted those who have built their businesses around ferry services.

Source: Alaska Marine Highway System data request.

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# Appendix

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Fuel conversion tables governing fuel surcharge calculations for Alaska Marine Lines

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### **ALASKA MARINE LINES, INC.**

84th Revised Page No. 19-A

RULES AND REGULATIONS

APPLICATION OF ARBITRARY FUEL SURCHARGE:

Refer to Alaska Marine Lines tariffs STB AKMR, Series.

TCR 4590

APPLICATION OF INLAND FUEL SURCHARGE:

The Fuel Surcharge applicable to Rules 340, 341, 500, 750, 751, 850, 900 and 990 of this tariff shall be determined using the Department of Energy Diesel Fuel Price Chart, West Coast at: (http://www.eia.gov/petroleum/gasdiesel/) and fuel conversion table on the following pages. The West Coast diesel fuel price published on each Monday will be used to determine the applicable surcharge. Should the Department of Energy not publish an index on Monday due to holiday or some other circumstance, the next available published date price will be utilized. Revisions will take effect on Sunday following the Monday publication.

- NOTE 1: For rates in cents, fractions will be adjusted as follows: Fractions of less than 1/2 cent or more will be dropped and fractions of 1/2 cent or more will be rounded to the next whole cent. Where the rate or charges is published in dollars and cents, apply the equivalent in cents.
- NOTE 2: References to Tariffs, Items, Notes, Rules, etc. will be as follows: Where reference is made in this Item to other Items, Notes, Rules, etc., it is understood that such reference is continuous and includes subsequent issues of such Items, Rules, etc.

TCR 4539 (Continued)	
For explanation of abbreviations and reference marks not explained on this page, see the last page of this Tariff.	
ISSUED: February 11, 2021 EFFECTIVE: Febru	ry 12, 2021
ISSUED BY: Margretta Grace, Director of Pricing	
P.O. Box 24348, Seattle, WA 98124 5615 W. Marginal Way S.W., Seattle, WA 98106	

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# **ALASKA MARINE LINES, INC.**

Item g.

RULE

346

19-B 6th Revised Page No.

#### RULES AND REGULATIONS

APPLICATION OF INLAND FUEL RELATED SURCHARGES (Continued) Applicable to rates in Rules 340, 341, 500, 750, 751, 850, 900, and 990 only.

			FUEL CONVERS	ION TABLE			
	US WEST COAST AV DIESEL PRI		FUEL SURCHARGE	HIGHWAY D	AST AVERAGE DIESEL PRICE NGE	FUEL SURCHARGE	
ł	\$0.00	\$1.239	0.0%	\$2.92	\$2.959	24.0%	
F	\$1.24	\$1.279	1.0%	\$2.96	\$2.999	24.5%	
F	\$1.28	\$1.319	1.5%	\$3.00	\$3.039	25.0%	
ŀ	\$1.32	\$1.359	2.0%	\$3.04	\$3.079	25.5%	
ŀ	\$1.36	\$1.399	2.5%	\$3.08	\$3.119	26.0%	
ŀ	\$1.40	\$1.439	3.0%	\$3.12	\$3.159	26.5%	
F	\$1.44	\$1.479	3.5%	\$3.16	\$3.199	27.0%	
F	\$1.48	\$1.519	4.0%	\$3.20	\$3.239	27.5%	
F	\$1.52	\$1.559	4.5%	\$3.24	\$3.279	28.0%	
F	\$1.56	\$1.599	5.0%	\$3.28	\$3.319	28.5%	
ŀ	\$1.60	\$1.639	5.5%	\$3.32	\$3.359	29.0%	
ŀ	\$1.64	\$1.679	6.0%	\$3.36	\$3.399	29.5%	
ŀ	\$1.68	\$1.719	6.5%	\$3.40	\$3.439	30.0%	
ŀ	\$1.72	\$1.759	7.0%	\$3.44	\$3.479	30.5%	
	\$1.72	\$1.799	7.5%	\$3.48	\$3.519	31.0%	
	\$1.80	\$1.839	8.0%	\$3.52	\$3.559	31.5%	
F	\$1.84	\$1.879	8.5%	\$3.56	\$3.599	32.0%	
F	\$1.88	\$1.919	9.0%	\$3.60	\$3.639	32.5%	
ŀ	\$1.92	\$1.959	9.5%	\$3.64	\$3.679	33.0%	
ŀ	\$1.92	\$1.999	10.5%	\$3.68	\$3.719	33.5%	
ŀ	\$2.00	\$2.039	11.5%	\$3.72	\$3.759	34.0%	
ŀ	\$2.00	\$2.079	12.5%	\$3.76	\$3.799	34.5%	
ŀ	\$2.04	\$2.119	13.0%	\$3.80	\$3.839	35.0%	
ŀ	\$2.12	\$2.119	13.5%	\$3.80	\$3.879	35.5%	
ŀ	\$2.12	\$2.139	14.5%	\$3.88	\$3.919	36.0%	
ŀ	\$2.20	\$2.239	15.0%	\$3.92	\$3.959	36.5%	
ŀ	\$2.24	\$2.279	15.5%	\$3.96	\$3.999	37.0%	
ŀ	\$2.24	\$2.319	16.0%	\$4.00	\$4.039	37.5%	
ŀ	\$2.32	\$2.359	16.5%	\$4.04	\$4.079	38.0%	
ŀ	\$2.36	\$2.399	17.0%	\$4.08	\$4.119	38.5%	
ŀ	\$2.40	\$2.439	17.5%	\$4.12	\$4.159	39.0%	
ŀ	\$2.40 \$2.44	\$2.439	17.5%	<u>\$4.12</u> \$4.16	\$4.199	39.5%	
ŀ	\$2.44	\$2.519	18.5%	\$4.20	\$4.239	40.0%	
-	\$2.52	\$2.559	19.0%	\$4.24	\$4.279	40.5%	
-							
ŀ	\$2.56 \$2.60	\$2.599 \$2.639	19.5% 20.0%	\$4.28 \$4.32	\$5.319 \$4.359	41.0% 41.5%	
ŀ	\$2.60 \$2.64	\$2.679	20.0%	\$4.32	\$4.359	41.5%	
ŀ	\$2.68	\$2.719	20.5%	\$4.30	\$4.439	42.5%	
ŀ	\$2.72	\$2.759	21.0%	\$4.40	\$4.479	42.5%	
ŀ	\$2.72	\$2.799	21.5%	\$4.44	\$4.479	43.5%	
ŀ	\$2.80	\$2.799	22.5%	\$4.52	\$4.559	44.0%	
ŀ	\$2.80	\$2.839	23.0%	\$4.52	\$4.599	44.0%	
ŀ	\$2.88	\$2.919	23.5%	\$4.60	\$4.639	45.0%	
L	ψ2.00	ψ2.919	23.370	<b>9</b> <del>1</del> .00	φτ.055	45.070	
R 4570						ntinued)	
		obreviations and refe	rence marks not	explained on th	is page, see the	last page of this Tarif	
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			BY: Margretta Gr		5	- WA 00100	
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#### FUEL CONVERSION TABLE

### **ALASKA MARINE LINES, INC.**

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RULE

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6th Revised Page No. 19-C

#### RULES AND REGULATIONS

APPLICATION OF INLAND FUEL RELATED SURCHARGES (Continued) Applicable to rates in Rules 340, 341, 500, 750, 751, 850, 900, and 990 only.

WEST COAST AVI DIESEL PRIC		FUEL SURCHARGE	HIGHWAY D	AST AVERAGE DIESEL PRICE NGE	FUEL SURCHARGE
\$4.64	\$4.679	45.5%	\$6.36	\$6.399	67.0%
\$4.68	\$4.719	46.0%	\$6.40	\$6.439	67.5%
\$4.72	\$4.759	46.5%	\$6.44	\$6.479	68.0%
\$4.76	\$4.799	47.0%	\$6.48	\$6.519	68.5%
\$4.80	\$4.839	47.5%	\$6.52	\$6.559	69.0%
\$4.84	\$4.879	48.0%	\$6.56	\$6.599	69.5%
\$4.88	\$4.919	48.5%	\$6.60	\$6.639	70.0%
\$4.92	\$4.959	49.0%	\$6.64	\$6.679	70.5%
\$4.96	\$4.999	49.5%	\$6.68	\$6.719	71.0%
\$5.00	\$5.039	50.0%	\$6.72	\$6.759	71.5%
\$5.04	\$5.079	50.5%	\$6.76	\$6.799	72.0%
\$5.08	\$5.119	51.0%	\$6.80	\$6.839	72.5%
\$5.12	\$5.159	51.5%	\$6.84	\$6.879	73.0%
\$5.16	\$5.199	52.0%	\$6.88	\$6.919	73.5%
\$5.20	\$5.239	52.5%	\$6.92	\$6.959	74.0%
\$5.24	\$5.279	53.0%	\$6.96	\$6.999	74.5%
\$5.28	\$5.319	53.5%	\$7.00	\$7.039	75.0%
\$5.32	\$5.359	54.0%	\$7.04	\$7.079	75.5%
\$5.36	\$5.399	54.5%	\$7.08	\$7.119	76.0%
\$5.40	\$5.439	55.0%	\$7.12	\$7.159	76.5%
\$5.44	\$5.479	55.5%	\$7.16	\$7.199	77.0%
\$5.48	\$5.519	56.0%	\$7.20	\$7.239	77.5%
\$5.52	\$5.559	56.5%	\$7.24	\$7.279	78.0%
\$5.56	\$5.599	57.0%	\$7.28	\$7.319	78.5%
\$5.60	\$5.639	57.5%	\$7.32	\$7.359	79.0%
\$5.64	\$5.679	58.0%	\$7.36	\$7.399	79.5%
\$5.68	\$5.719	58.5%	\$7.40	\$7.439	80.0%
\$5.72	\$5.759	59.0%	\$7.44	\$7.479	80.5%
\$5.76	\$5.799	59.5%	\$7.48	\$7.519	81.0%
\$5.80	\$5.839	60.0%	\$7.52	\$7.559	81.5%
\$5.84	\$5.879	60.5%	\$7.56	\$7.599	82.0%
\$5.88	\$5.919	61.0%	\$7.60	\$7.639	82.5%
\$5.92	\$5.959	61.5%	\$7.64	\$7.679	83.0%
\$5.96	\$5.999	62.0%	\$7.68	\$7.719	83.5%
\$6.00	\$6.039	62.5%	\$7.72	\$7.759	84.0%
\$6.04	\$6.079	63.0%	\$7.76	\$7.799	84.5%
\$6.08	\$6.119	63.5%	\$7.80	\$7.839	85.0%
\$6.12	\$6.159	64.0%	\$7.84	\$8.879	85.5%
\$6.16	\$6.199	64.5%	\$7.88	\$7.919	86.0%
\$6.20	\$6.239	65.0%	\$7.92	\$7.959	86.5%
\$6.24	\$6.279	65.5%	\$7.96	\$7.999	87.0%
\$6.28	\$6.319	66.0%	\$8.00	\$8.039	87.5%
\$6.32	\$6.359	66.5%	\$8.04	\$8.079	88.0%

#### FUEL CONVERSION TABLE

Т	CR	453	9

 For explanation of abbreviations and reference marks not explained on this page, see the last page of this Tariff.

 ISSUED: November 14, 2019
 EFFECTIVE: November 15, 2019

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ISSUED BY: Margretta Grace, Director of Pricing
P.O. Box 24348, Seattle, WA 98124 5615 W. Marginal Way S.W., Seattle, WA 98106



CITY AND BOROUGH OF WRANGELL INCORPORATED MAY 30, 2008

Office of the Finance Director

P.O. Box 531 Wrangell, AK 99929 907-874-2381 907-660-7414

# FINANCE DIRECTOR'S REPORT

### TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY CITY AND BOROUGH OF WRANGELL, ALASKA

### FROM: MASON VILLARMA, FINANCE DIRECTOR

SUBJECT: FINANCE DEPARTMENT

**DATE: DECEMBER 2021** 

#### FY 2021 AUDIT STATUS:

- The FY 2021 Audit has been tentatively scheduled for January April 2022. Our external auditors are in the process of sending out the engagement letter.
- The Finance Director has been working through end of period adjustments for FY 2021 with the Borough's contractor, Jay Sweeney, at Alaska Tactical Solutions. Work is scheduled to be completed by Christmas Break.

#### **INVESTMENTS:**

- Per **RES 11-21-1635**, the Finance Department has executed a transfer in the amount of \$10M from the Wells Fargo Checking into the Key Bank AMLIP account. This will offer a higher rate of return than our standardized checking account and will remain liquid to address potential capital needs as decided by the Assembly.
- The Investment Committee has their first scheduled meeting for Wednesday, December 15<sup>th</sup> @ 3pm. The main purpose of the meeting is to revise the investment code and bring a formal proposal to the Assembly in January 2022.

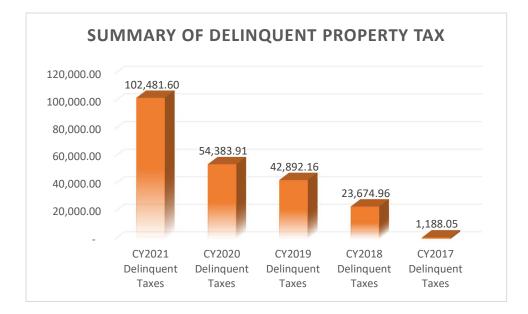
#### SALES TAX PERFORMANCE FY 2021:

- With the sales tax accrual now recorded for FY 2021, the Borough brought in \$3.3M in Sales Tax for FY 2021 compared to the budgeted \$1.9M.
- Budgeted sales tax revenue for FY 2022 is \$2.6M, however the Finance Department is projecting to receive \$3.2M in sales tax revenue based on first quarter remittances.

- The Finance Department has begun an initiative to improve oversight of sales tax delinquencies. Delinquent sales taxpayers were issued a 10-day notice for those that have not filed a sales tax return for the previous five fiscal quarters. If a remittance is not received within 10-days, the Finance Department will estimate taxed owed to the Borough. \$83,332 is the projected amount of delinquent tax owed after review of the previous five quarters.
- Borough administration would like to gather the Assembly's thoughts on the current sales tax code and prepare for changes in calendar year 2022.

# **PROPERTY TAX COLLECTIONS & STATUS:**

- Property tax collectability for FY 2022 property taxes has been assessed at 94.29%. The Borough has collected \$1.692M out of the \$1.794M in taxes levied. The \$1.794 does not include taxes originally levied on the Wrangell Medical Center.
- The Finance Department has begun an initiative to recoup delinquent property taxes. FY 2021 Property Tax Delinquency Notices were sent December 8, 2021.
- A summary of property taxes delinquencies by calendar year is presented below:



### ACCOUNTS RECEIVABLE & AMOUNTS OUTSTANDING:

An accounts receivable aging schedule has been generated for utilities and the harbor as of November 30<sup>th</sup>, 2021:

• The total accounts receivable balance for utilities as of 11/30/2021 was \$150,668.74. Of this balance, \$143,889.57 is current.

Utitilites Aging Report as of 11/30/2021					
Current 30-60 Days 60-90 Days 90-120 Days 120+ Da					Total Balance
\$143,889.57	\$ 8,972.75	\$(8,541.85)	\$(41,631.70)	\$47,980.97	\$ 150,669.74

• The harbor A/R Balance as of 11/30/2021 was \$213,189.82. This is a sizeable balance because stall rent is due biannually and that accounts receivable balance is netted to zero upon payment.

#### CARES ACT AND FEMA PRELIMINARY REPORTS

Jamie Roberts and the Finance Department have been meeting on a reoccurring basis to identify the amount of CARES ACT money spent to date. The total award for CARES was \$3,851,103.41. Of that balance, we reported eligible expenditures in the amount of \$834,216 during FY2020. For FY2021, there was eligible expenditures in the amount of \$2,935,885. Together, combined eligible expenditures to date are \$3,770,101. Therefore, the remaining balance of CARES to be spent by 12/31/2021 is \$81,002.

There is a proposal this Assembly meeting to earmark those funds for the purchase of a generator for the airport runway lights.

#### Trial Balance Consolidated City and Borough of Wrangell For 6/30/2021

Run: 10/22/2021 at 12:53 PM

	Debits
11219 4595 Miscellaneous Grant Revenue COVID 19 CARES ACT	0.00
11219 6001 Borough Administration Salaries COVID 19	478,684.29
11219 6002 Finance Temporary Wages COVID 19 CARES ACT	52,423.91
11219 6005 Finance Overtime COVID 19	82,955.66
11219 6010 Borough Administration Vacation expense COVID 19	1,938.99
11219 6101 Borough Administration Employer Tax COVID 19	9,877.53
11219 6102 Borough Administration PERS Retirement COVID 19 CARES ACT	120,705.55
11219 6103 Borough Administration SBS COVID 19	34,527.60
11219 6210 Borough Administration Health Insurance Premiums COVID 19	105,998.75
11219 6220 Borough Administration Life Insurance COVID 19	1,142.04
11219 6222 Borough Administration Workers Compensation COVID 19	11,156.75
11219 7001 Materials & Supplies	158,517.07
11219 7002 Facility Repair & Maintenance COVID 19	8,524.71
11219 7004 Postage & Shipping	663.29
11219 7006 Software Programming & Licensing COVID 19 CARES ACT	8,628.33
11219 7008 Non-capital Equipment COVID 19	105,609.89
11219 7009 Equipment Repair & Maintenance COVID 19 CARES ACT	5,850.00
11219 7502 Phone/Internet COVID 19 CARES ACT	4,223.32
11219 7503 Information Technology COVID 19	2,236.71
11219 7506 Advertising	7,462.03
11219 7519 Professional Services Contractual COVID 19	1,070,767.92
11219 7523 Legal Services Contractual COVID 19	14,637.17
11219 7570 Public Assistance	9,000.00
11219 7576 Promotional COVID 19 CARES ACT	81,308.77
11219 7900 Equipment/Vehicles > \$5000 COVID 19 CARES ACT	546,773.56
Total	2,923,613.84

# FY 2021 CLOSE-OUT STATUS, FINANCIAL OVERHAUL, AND ACCUFUND TRAINING:

The Finance Department continues to work diligently on closing out the FY 2021 books and records. A preliminary meeting with Alaska Tactical Solutions Contractor, Jay Sweeney, will take place on Friday, October 29<sup>th</sup> and close-out will officially begin the first week of November. After close-out, the Department will proceed with overhauling various processes. A monthly update on the overhaul will be provided starting in November.

AccuFund (our accounting software) training starts Monday, October 25<sup>th</sup> and runs all week. Becky Whitmer of B.W. Consulting will be flying up in person to conduct an extensive training for the accounting staff and department directors. A formal training on our accounting software has never been done and this will be essential to create efficiencies in our reporting lines.

# CITY & BOROUGH OF WRANGELL, ALASKA

# BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, Borough Clerk

# Upcoming Meetings & Other Informational dates:

# **Other City Boards/Commissions:**

December 16 – Port Commission mtg. at 6:00 pm in the Assembly Chambers

# **Community Events:**

December 24 – City Facilities are Closed in recognition of Christmas Day

January 31 - City Facilities are Closed in recognition of New Year's Day

# Meetings and Other events of the Borough Assembly:

No Assembly Meeting on December 28

January 8 (Time TBD) OMA/Parliamentary Training with the Borough Attorney and Clerk

January 11 - Regular Borough Assembly meeting at 6PM in the Borough Assembly Chambers



I would like to thank Mayor Prysunka for his assistance to me while I was acting in the capacity of the Borough Manager. He answered his phone each time I called, and I sincerely appreciated that. Also, I want to thank

the Borough Assembly for their support and offers of assistance, if needed.

Thank you to all Department Heads for their constant updates. The community really came together through this emergency by helping each other in any way that they could.

The City and all key organizations came together on Monday, December 6<sup>th</sup> for an after-action debrief. Essentially, we focused on what went right, what went wrong, and how we can improve. Areas of focus were also identifying what the needs are in the community as a whole. We never know when an event like this might happen so it's imperative that we are prepared. Captain Sprehe has a report of that meeting under the Borough Manager's Report.

At the Alaska Association of Municipal Clerks (AAMC) conference in November, I was nominated to fill the role of Communications Director on the AAMC Executive Board. The membership voted to elect me at that same meeting. The role of Communications Director has a two-year commitment. The duties include maintenance and updates to the AAMC Website, compiling and distributing the AAMC Quarterly Newsletter, and any other output of communications to the membership, as needed. I am excited to take on this role on the Executive Board! Our city website designer and the AAMC website designer are the same, so the learning curve will not be too great.

# **Post-Election Training**

As stated above, the OMA/Parliamentary Training will be on Saturday, January 8<sup>th</sup>. The Borough Attorney will be here to provide the OMA portion of the training. He will also remain in Wrangell and will attend the January 11<sup>th</sup> Regular Assembly Meeting. More to come, as it gets closer!

If any of the Assembly has specific questions or needs clarification on Parliamentary Procedures or OMA, I would be happy answer or provide that clarification for you.

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	10

Appointment to fill the Vacancy of the Alternate Member on the SEASWA (Southeast Alaska Solid Waste Authority) Board of Directors

SUBMITTED BY:		FISCAL NOTE:			
		Expend	<u>diture I</u>	Required: \$XX	<u>X Total</u>
Kim Lane, Borough Clerk		FY 19: \$		FY 20: \$	FY21: \$
	Jor Bugir Clerk				
		Amount Budgeted:			
		FY19 \$XXX			
		Account Number(s):			
Reviews/Approvals/Recommendations		XXXXX XXX XXXX			
	Commission, Board or Committee	Account Name(s):			
Name(s)		Enter Text Here			
Name(s)		Unencumbered Balance(s) (prior to			(prior to
	Attorney	expenditure):			
	Insurance		\$XXX		
	·	•	•		

<u>ATTACHMENTS:</u> None.

**RECOMMENDED MOTION:** 

Appointments are to be filled by the Mayor, with the Consent of the Assembly. Seats to be filled:

Alternate Board Member Seat Letter(s) of Interest received from:

Valerie Massie

## **Summary Statement:**

As per WMC 3.30.030 Purpose:

The authority is authorized and created to provide environmentally sound and cost-effective management of solid waste, including storage, collection, transportation, separation, processing, recycling and disposal to protect the public health, safety, and welfare, to strive to improve the environment within its boundaries, to recover resources and energy as practical, and to reduce pollution.

Also, as per WMC 3.30.090(C) Appointment – Filling Vacancies, as a participating Municipality, Wrangell's membership on the SEASWA Board of Directors is comprised of a Board Director and an Alternate Member, in the event that the Director cannot attend meetings.

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

	DATE:	December 14, 2021
AGENDA ITEM TITLE:	<u>Agenda</u> <u>Section</u>	11

Accepting alternative proposals for funding considerations and seeking further citizen views and community comments on proposed projects for funding under the FFY20 Community Development Block Grant-COVID (CDBG-CV) program and selecting a project

SUBMITTED BY:		FISCAL NOTE: Expenditure Required: match amount unknown at this time		
Carol Rushmore, Economic Development		FY 20: \$	FY 21: \$	FY22:
Director				
		Amount Budgeted:		
		Account Number(s):		
<u>Reviews</u>	/Approvals/Recommendations			
	Commission, Board or Committee	Account Name(s):		
Name(s)				
Name(s)		Unencumbered Balance(s) (prior to		
	Attorney	expenditure):		
	Insurance			

ATTACHMENTS: 1. List of additional projects for consideration

# MAYORAL PROCEDURE:

Declare the Public Hearing open. The mayor shall ask Carol Rushmore if there is any administrative report on the Public Hearing Item. Staff will present the required funding program information. Persons who signed up to talk on this item shall be called to the podium. Once all persons have been heard, declare the Public Hearing closed and entertain a Motion from the Assembly.

# RECOMMENDATION MOTION BASED ON PUBLIC INPUT AND DISCUSSION (two alternatives):

Move to approve the \_\_\_\_\_\_ as the selected project for the Federal Fiscal Year 2020 (FFY20) Community Development Block Grant-COVID (CDBG-CV) Program.

#### Development Block Grant-COVID (CDBG-CV) Program:

Move to approve the \_\_\_\_\_\_ as the selected project for the Federal Fiscal Year 2020 (FFY20) Community Development Block Grant-COVID (CDBG-CV) Program.

#### **SUMMARY STATEMENT:**

This public hearing is to request public input for the purpose of soliciting ideas for projects to be submitted to the Federal Fiscal Year 2020 (FFY20) Community Development Block Grant-COVID (CDBG-CV) program for project funding. The public hearing will be followed by an Assembly decision and action based on public input.

The overall mission of the State of Alaska CDBG-CV Program is to enhance the quality of life for low and moderate-income residents, particularly in rural Alaska by preventing, preparing for, and responding to coronavirus. The CDBG-CV Program fulfills this mission by acting upon its defined goals and objectives.

The National goals of the program are to:

- Provide financial resources to communities for community development including building and improvements of public facilities used to prevent, prepare for, and respond to coronavirus; and
- Ensure that the state's CDBG-CV funds will be used to principally benefit low and moderateincome persons.

The following objectives guide the Statewide distribution and use of funds:

• Prevent, Prepare for, and Respond to the spread of the coronavirus.

The State of Alaska CDBG-CV Program may only be used to fund community development activities carried out to prevent, prepare for, and respond to coronavirus. By law, use of funds for any other purpose is unallowable.

A public hearing is required to be held to provide an opportunity for the community to comment on and suggest potential projects eligible for the CDBG-CV funding and to also comment specifically on Borough staff-recommended projects under consideration. Additional solicitation for project ideas from the public have been posted via radio, Facebook, website, bulletin boards, radio, and newspaper.

The following are examples of eligible activities:

- Reconfiguration of interior space to reinforce social distancing recommendations.
- Interior physical barriers such as clear plexiglass in public areas.
- Ventilation Systems (high-efficiency particulate air filters, air purifiers, dehumidifiers).
- Temperature, humidity, and air quality sensors to reduce airborne transmission.
- Stand-alone sinks or handwashing stations.
- Replacement of fixed windows with operable windows.
- Accessibility improvements for persons with disabilities that reduce contact.
- Installation of drive-through or walk-up windows.
- Technology improvements to support remote access.

- Modification of roadways and sidewalks to allow for social distancing.
- Creation of outdoor areas with shade covers and seating that ensure physical distancing.
- Exterior physical barriers such as fencing or planters.

Staff have prepared a list of projects for consideration by the public and the Assembly. This is a general list with basic project information. This list will be updated prior to the public hearing with more detailed project information and alternative proposed projects submitted by the public through public outreach this week and during the participation in the community meeting. A sign-in sheet will be provided to document public attendance for this public hearing.

Based on an expanded project list, staffwill make a recommendation. As of December 8, 2021, the following projects were proposed for funding consideration, either by staff or by the public:

### 1. Recreation Facility HVAC Upgrades: Estimate \$150,000

Replace failed HVAC-related mechanical devices; replace pneumatic controls with direct digital controls for automated building temperature management.

### 2. Library Carpet Replacement: Estimate \$75,000

The carpet is old, has tears, holes and is a potential source of transmission of infections. Replacement will minimize potential transmission of COVID-19 or other infections, especially for toddler activities such as crafts, reading time, puzzles and other activities that often occur on the floor in the children's play area.

### 3. Public Safety Building HVAC Upgrades: Estimate \$450,000

The Public Safety Building (PSB) has had heating and ventilation system issues for many years. The 36-year old pneumatic control system is no longer supported and has failed in many locations, leaving much of the building in a state that requires manual adjustments by our maintenance staff and with no ability to monitor the status of the system, locally or remotely. The Public Safety Building serves a variety of community services to our residents since it houses the Police Station, the Jail, the Fire Department, the DMV, the Wrangell District Court Clerk and Courthouse, TSA, and the US Customs and Border Patrol.

The CDBG-CV grant cannot be used for projects related to a building that houses an administrative function of the government. Within the PSB, the CDBG has indicated that activities related to those administrative functions of the government include the Wrangell District Court Clerk and Courthouse, TSA, and the US Customs and Border Patrol. Also ineligible spaces include the offices of the chief of police and the fire chief.

All other building spaces that provide public services, including the police station, jail, fire station, and shooting range would be considered eligible, and we could claim a proportionate amount of the project cost, equal to the eligible square footage of those spaces, for the CDBG-CV project.

### 4. Harbor Staging Area for Cruise Ship Passengers: \$100,000

The charter boat operators have recommended a potential covered staging area on City Dock or

in the cul-de-sac adjacent to the dock that would help alleviate potential proximity issues and improve the ability to social distance when passengers are staging for boat and bus charters.

#### 5. Childcare Facility. Cost unknown.

Needed to support working parents in the community since there is a lack of childcare options. (The grant is available for childcare infrastructure improvements, not for start-up or wages)

#### 6. Primary School Window Replacement: Estimate \$250,000

Replacement of windows for the primary school has been on the capital projects list due to maintenance issues. While the windows are not a fixed-type of window, many of the wood-framed windows are nailed shut because they will not close and seal properly.

#### 7. Community Center/Emergency Shelter Generator Replacement: Estimate \$750,000

The Community Center is identified in our Hazard Mitigation Plan as an emergency shelter for the community. A standby power generator is necessary for emergency situations. The lack of a standby power generator prevented the building's use as an emergency shelter for people without power during the December 2021 windstorm and power outage event.

A Condition Assessment was performed in 2014 with total recommended improvements for a Community Center Improvements and Rehabilitation project totaling approximately \$2,800,000. The engineering design for the Life & Safety Improvements (Fire Alarm System Replacement and Electrical Distribution Upgrades) is complete. This project seeks funding to purchase and install a standby power generator and construct the necessary electrical connectivity, along with improvements to the electrical distribution system and fire suppression system throughout the building.

This is a competitive grant with application criteria and point values as follows:

- CRITERION #1 Project Description & Selection / Citizen Participation Plan (Max. Points 15)
- CRITERION #2 Project Plan / Readiness (Max Points 25)
- CRITERION #3 Project Impact (Max Points 25)
- CRITERION #4 Budget / Match / In-Kind (Max Points 25)
- CRITERION #5 Administrative Capabilities (Max Point 10)

CDBG-CV is a federal program funded by the Coronavirus Aid, Relief, and Economic Security Act (CARES) and administered by the U.S. Dept. of Housing and Urban Development (HUD). A Notice of Intent to submit a FFY20 CDBG-CV application was issued in October 2021. Formal grant applications are due by February 4, 2022. Awards will be issued in April 2022 following evaluation of applications, and funds will not be available until the grant negotiation and environmental review processes are complete.

For FFY20 funding cycle, \$5.7 million in competitive grant funds is available statewide. The maximum amount of grant funding for any one applicant/project is \$850,000, and there is no match requirement for this grant.

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**EMERGENCY ORDINANCE No. 1014** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH JUNE 28, 2022

SUBMITTED BY:		<b>FISCAL NOTE:</b> <b>Expenditure Required:</b> \$XXX Total			
Dorialitie Sprene, LOC Manager					
		Amount Budgeted:			
		FY20 \$XXX			
Reviews/Approvals/Recommendations		Account Number(s):			
		XXXXX XXX XXXX			
	Commission, Board or Committee	Account Name(s):			
Name(s)		Enter Text Here			
Name(s)		Unencumbered Balance(s) (prior to			(prior to
	Attorney	expenditure):			-
	Insurance	\$XXX			

ATTACHMENTS: 1. Proposed Emergency Ordinance No. 1014; 2. Last extended Ord No. 1011

### **RECOMMENDATION MOTION:**

Move to Approve Emergency Ordinance 1014.

# **SUMMARY STATEMENT:**

On March 17, 2020 the Assembly passed Emergency Ordinance No 976 declaring an Emergency related to the Novel Coronavirus, or COVID-19. That ordinance expired October 17, 2020. On October 13, 2020 the Assembly passed Emergency Ordinance No 980 extending the declaration of Emergency related to the Novel Coronavirus, or COVID-19. That ordinance expired December 31,

2020. On January 12, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 985 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through March 31, 2021. April 13, 2021 the Assembly passed Emergency Ordinance No. 994 extending the declaration to May 25, 2021. Finally, on June 22, 2021, the Assembly passed Emergency Ordinance No. 1003, extending the declaration to September 30, 2021. On October 1, 2021, the Assembly passed Emergency Ordinance No. 1011, retroactively extending the declaration to December 31, 2021.

To ensure the CBW is able to qualify for all federal and state disaster funding resources, Administration is requesting extension of the emergency declaration through the end of September. This will carry Wrangell through the time we have obligations in place related to COVID-19, specifically like the lease of the Alternate Isolation Site. Administration feels like this is the safe thing to do as the State's declaration is no longer in force.

The ordinance remains unchanged from its content approved in October with the following two exceptions:

- 1. The expiration date was changed throughout from December 31, 2021 to June 28, 2022; and
- 2. Section 2 (Borough-Only Emergency Powers) was changed to grant authority to the Borough Manager, Interim Borough Manager, or Acting Borough Manager.

### CITY AND BOROUGH OF WRANGELL, ALASKA ORDINANCE NO. <u>1014</u>

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH JUNE 28, 2022

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

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

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

WHEREAS, on April 13, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 994 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through May 25, 2021; and

WHEREAS, on June 22, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 1003 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through September 30, 2021; and

WHEREAS, on October 1, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 1011 retroactively extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through December 31, 2021; and

WHEREAS, to facilitate commerce and economic activity to the maximum degree Wrangell has obligations in place related to COVID-19 mitigation; and

WHEREAS, Wrangell is still in the process of working with federal and state agencies regarding CARES Act and FEMA Public Assistance funding; and

WHEREAS, the State of Alaska no longer has a declaration in place; and

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

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

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

SECTION 2: **DECLARATION OF EMERGENCY.** The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration of emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from December 31, 2021, through June 28, 2022.

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

SECTION 3: **EFFECTIVE DATES**. This ordinance shall be effective upon adoption from December 31, 2021, at 11:59 pm and shall sunset on June 28, 2022 at 11:59 pm. unless further extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 14<sup>th</sup> DAY OF DECEMBER 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

### CITY AND BOROUGH OF WRANGELL, ALASKA ORDINANCE NO. <u>1011</u>

AN EMERGENCY ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RETROACTIVELY FROM SEPTEMBER 30, 2021, RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH DECEMBER 31, 2021

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

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

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

WHEREAS, on April 13, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 994 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through May 25, 2021; and

WHE REAS, on June 22, 2021 the Assembly of the City & Borough of Wrangell passed Emergency Ordinance No. 1003 extending the Borough's declaration of emergency related to the Novel Coronavirus (COVID-19) Pandemic through September 30, 2021; and

WHEREAS, to facilitate commerce and economic activity to the maximum degree Wrangell has obligations in place related to COVID-19 mitigation; and

WHEREAS, Wrangell is still in the process of working with federal and state agencies regarding CARES Act and FEMA Public Assistance funding; and

WHEREAS, the State of Alaska no longer has a declaration in place; and

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

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

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

SECTION 2: **DECLARATION OF EMERGENCY.** The Assembly of the City and Borough of Wrangell, Alaska hereby extends the declaration of emergency for the City and Borough of Wrangell related to the Novel Coronavirus (COVID-19) Pandemic from September 30, 2021, through December 31, 2021.

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

SECTION 3: **EFFECTIVE DATES**. This ordinance shall be effective upon adoption retroactively to September 30, 2021, and shall sunset December 31, 2021 at 11:59 pm unless further extended by action of the Assembly.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 1st DAY OF OCTOBER 2021.

CITY & BØROUGH OF WRANGELL, ALASKA

ATTEST: Kim Lane, MMC, Borough Clerk orporated Boroug May 30, 2008

Stephen Prysunka, Borough Mayor

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

ORDINANCE No. 1015 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 3.05.020, ORDER OF BUSINESS AND TO REPEAL AND REENACT SECTION 3.05.100 RECONSIDERATION OF THE WRANGELL MUNICIPAL CODE

		-				
SUBMITTED BY:		FISCAL NOTE:				
		Expen	diture H	Required: \$XX	XX Total	
Kim Lane, Borough Clerk		FY 21: \$		FY 22: \$	FY23: \$	
Killi Lalle, I	Joi bugii ciel k					
			Amount Budgeted:			
		FY22 \$XXX				
		Account Number(s):				
<u>Reviews</u>	/Approvals/Recommendations	XXXXX XXX XXXX				
	Commission, Board or Committee	Accou	nt Name	e(s):		
Name(s)		Enter Text Here				
Name(s)		Unencumbered Balance(s) (prior to				
	Attorney	expenditure):				
	Insurance		\$XXX			
	-	expenditure):				

ATTACHMENTS: 1. Ord 1015 2. Current WMC Section

# **RECOMMENDATION MOTION:**

Move to Approve first reading of Ordinance No. 1015 and move to a Second Reading with a Public Hearing to be held on January 11, 2022.

### **SUMMARY STATEMENT:**

This Ordinance is being brought forward to:

- Update the Consent Agenda to add what items are listed and enacted by one motion and one vote:
  - 1. Ordinances for introduction (1<sup>st</sup> reading); and
  - 2. Resolutions for adoption.

<u>Ordinances for introduction</u>: After seeing what other municipalities are doing, it makes since to add Ordinance that are before the Assembly for introduction only, to the Consent Agenda. If an assembly member, the manager, or the clerk wants to request that an item on the Consent Agenda be removed from the Consent Agenda and placed under Unfinished Business for discussion and action, that is allowable.

<u>Resolutions for adoption</u>: Resolutions generally state a position (support) or policy by the Borough. Here are some examples:

- 1. Budget amendments (spending or receiving)
- 2. Job Description or amendment
- 3. Assembly position or support for various organizations
- 4. Approvals to participate in Grant programs
- 5. Manifest errors (property taxes)
- 6. Certification of elections
- 7. Sale of Tidelands Quitclaim Deed (once Assembly has approved moving forward with the sale)

The exception to adding Resolutions to the Consent Agenda would be when a department is asking for a change to their fee schedule. The Assembly has clearly outlined that a Public Hearing is required and therefore, the Resolution for that purpose will be placed under the Public Hearing section for public comment and assembly action.

Additionally, if there is a Resolution that requires specific assembly discussion, it will be placed under New Business instead of the Consent Agenda. There may be times where the Resolution requires in depth discussion and consideration and therefore, the Resolution being placed on the Consent Agenda is not the appropriate place for the item.

<u>Reconsideration</u>: Our current code section for how something is reconsidered is not clear or easy to follow. I have researched how other municipalities are following the process for reconsideration and I believe that this process is straight forward and easier to follow.

In the ordinance I have highlighted a section that gives the deadline for filing the intent to reconsider. A member who voted on the prevailing side (winning side), can make a motion to reconsider at the same meeting, or the next business day. Roberts Rules of Order states that a motion to reconsider can be moved only on the same day the original vote was taken or on the next succeeding day withing the session on which a business meeting is held. Of course, municipalities can adopt their own rules that allow a little more leniency.

What is important to remember is that if the timeframe is too long, the action that was voted on could have been carried out and therefore, making the reconsideration not possible.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### ORDINANCE NO. 1015

# AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 3.05.020, ORDER OF BUSINESS AND TO REPEAL AND REENACT SECTION 3.05.100 RECONSIDERATION OF THE WRANGELL MUNICIPAL CODE

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

SEC. 1. <u>Action</u>. The purpose of this ordinance is to amend Section 3.05.020 Order of Business of the Wrangell Municipal Code.

SEC. 2. <u>Amendment</u>. Section 3.05.020 of the Wrangell Municipal Code is amended as follows:

3.05.020 Order of business.

•••

F. Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. there will be no separate discussion of these items. If the borough mayor, assembly member, manager, or clerk requests discussion on any particular item, that item will be removed from the consent calendar and will be considered under unfinished business.

- 1. Approval of minutes.
- 2. Communications.
- 3. Ordinances (and resolutions) for introduction.
- 4. Resolutions for adoption.
- 5. Acknowledgement of information and reports.

An exception shall be made for Resolutions that require a Public Hearing, such as fee schedules in the WMC. In those cases, the Resolution shall be placed under Public Hearing for consideration.

G. Borough manager's report.

H. Borough clerk's [file]report.

•••

L. Unfinished Business. This agenda item includes unfinished matters transferred from previous meetings and other items of unfinished business <u>including items transferred from the</u> <u>Consent Agenda during the meeting</u>.

M. New Business. This agenda item includes items not previously addressed by the assembly. [, and items moved from the consent agenda during a meeting.]

•••

SEC. 3. <u>Repeal and Reenactment.</u> Section 3.05.100 of the Wrangell Municipal Code is hereby repealed in its entirety and reenacted as follows:

3.05.100 Reconsideration.

A motion to reconsider may be applied to any ordinance, resolution, or action of the assembly as long as action on the item has not been carried out.

- A. An assembly member may make a motion to reconsider only if:
  - 1. <u>The assembly member voted on the prevailing side on the question to be</u> reconsidered. That is to say, if the motion was adopted, the motion to Reconsider can be made only by a member who voted in favor of the motion, or if the motion failed, then only by a member who voted against the motion. The motion can be seconded by any member, regardless of how they voted.
  - 2. <u>The assembly member makes the motion to reconsider on the same day and at the same meeting at which the vote to be reconsidered was taken; or</u>
  - 3. The assembly member files with the clerk not later than 5:00 p.m. on the first city business day, following the day on which the vote was taken, a written notice of intent to reconsider and then makes the motion to reconsider at the next regular assembly meeting. The assembly member may file by telephone provided that the written notice of intent to reconsider is signed before the motion is considered.
- B. <u>The clerk shall publish the intent to reconsider on the next regular assembly meeting agenda.</u>
- C. <u>A motion for reconsideration requires a majority vote of the membership to pass.</u>
- D. For the purposes of this section, an assembly meeting which is recessed and reconvened on a different day shall constitute one meeting.
- E. <u>Only one motion to reconsider shall be entertained on any ordinance, resolution, or</u> other action even if the assembly overturns the original action. If a motion to reconsider a particular ordinance, resolution, or other action fails, a second motion to reconsider the same action shall not be in order.

- F. <u>Actions which may not be reconsidered</u>. The following motions may not be reconsidered:
  - 1. <u>A motion which can be renewed within a reasonable time;</u>
  - 2. An affirmative vote whose provisions have been partly carried out;
  - 3. <u>An affirmative vote in the nature of a contract when the party to the contract has been notified of the outcome;</u>
  - 4. <u>Any vote which has caused something to be done which it is impossible to undo;</u>
  - 5. A vote on a motion to reconsider; or
  - 6. When practically the same result can be obtained by some other parliamentary motion.

•••

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

SEC. 5. <u>Effective Date</u>. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: \_\_\_\_\_, 2021.

PASSED IN SECOND READING: \_\_\_\_\_, 2022.

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

#### 3.05.100 Reconsideration.

A. The purpose of reconsideration of a vote is to permit correction of hasty, ill-advised, or erroneous action, or to take into account added information or a changed situation that has developed since the taking of the vote.

B. The motion for reconsideration must be made by a member of the assembly who voted on the prevailing side of the motion under consideration. Any member may second it, and the motion must be seconded at the time it is made. If no other question is pending, the debate and vote on a motion to reconsider may be taken up immediately or postponed.

C. The motion for reconsideration must be made and seconded during the meeting at which the action to be reconsidered was taken, or by written notification to the clerk within seven days of the adjournment of the meeting signed by both the moving member and the member seconding the motion.

D. A motion for reconsideration may be applied to the vote on any motion except:

- 1. A motion which can be renewed within a reasonable time;
- 2. An affirmative vote whose provisions have been partly carried out;
- 3. An affirmative vote in the nature of a contract when a party to the contract has been notified of the outcome;
- 4. Any vote that has caused something to be done that is impossible to undo.

E. Any member of the assembly may call up a motion for reconsideration which has been duly made and seconded at any time during the meeting at which it was made, or at the next regular meeting of the assembly; a motion to reconsider and enter on the minutes may be called up only at the next regular meeting of the assembly. A motion to reconsider may be called up during a special meeting occurring before the next regular meeting provided notice of such reconsideration is stated in the notice of the special meeting.

F. A proper motion for reconsideration which complies with subsection (C) of this section suspends implementation and effect of the vote on the question for which reconsideration is sought until the next regular meeting adjourns or until the assembly takes action on that motion, whichever occurs first.

G. A motion for reconsideration is debatable in all cases in which the motion proposed to be reconsidered is debatable, and when debatable, opens to debate the merits of the question whose reconsideration is proposed. It is not amendable. It requires only a majority vote.

H. There may be only one reconsideration even though the action of the assembly after reconsideration is opposite from the action of the assembly before reconsideration. No question may be reconsidered twice.



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

	DATE:	12/14/2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1639** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING THE WRANGELL COORDINATED TRANSPORTATION PLAN TO BE SUBMITTED TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBMITTED BY:		FISCAL NOTE: Expenditure Required: \$XXX Total		
Vim Lana	Porough Clark	FY 20: \$	FY 21: \$	FY22: \$
KIIII Laile,	Kim Lane, Borough Clerk			
		Amount I	Budgeted:	
		F	Y20 \$XXX	
		Account Number(s):		
<u>Reviews</u>	/Approvals/Recommendations	XXXXX XXX XXXX		
	Commission, Board or Committee	Account I	Name(s):	
Name(s)	Planning and Zoning Commission	E	nter Text Here	
Name(s)		Unencumbered Balance(s) (prior to		
Attorney		expenditure):		
	Insurance	\$2	XXX	

ATTACHMENTS: 1. RES 12-21-1639 2. Lease Agreement 3. TRANSPORTATION PLAN

#### **RECOMMENDATION MOTION:**

Move to approve Resolution No. 12-21-1639.

#### **SUMMARY STATEMENT:**

From Marianne Mills, Program Director for CCS (Catholic Community Services):

Item c.

On Thursday, October 28th CCS held a Public Transportation meeting via Zoom with members of the community including representatives of the City/Borough (CBW), Alaska Housing, the Health Center, and the Wrangell Sentinel. CCS has a lease with CBW for the Senior Center building and manages the program at the Senior Center including meals and transportation for seniors and eligible persons with disabilities. CCS is in the process of applying for a Federal Transit Authority grant through ADOT&PF for a new four-wheel drive wheelchair accessible van. One of the requirements associated with the grant is that Wrangell have an updated Coordinated Transportation Plan. CCS is in the process of updating the 5-year old plan as well. Staff has requested a copy and one is supposed to be provided by CCS as soon as possible. It will be added to the packet as soon as it is received.

The grant application is due on December 21st. As December 14th is the only meeting scheduled prior to that, staff is pressing to get this on the agenda as a resolution of support is required from the Borough as part of the grant application.

The estimated cost of the van is \$135,000 for which an \$29,000 cash match is required. It was announced at the public transportation meeting on October 28th that CCS will need to raise \$29,000 from community supporters for the cash match. Currently the CBW gives CCS \$12,000 annually to assist in supporting senior and qualified disability meal and transportation services in the community. WCA also gives match operating funding to CCS for these programs. This operational funding cannot be used as part of the match. CCS is not requesting the match as this time. Staff believes, though, that a request may be made for a portion or all of the match in the future.

This is an FY23 grant award. Staff assumes this means grant awards will be made sometime after October 1st of next year.

#### CITY AND BOROUGH OF WRANGELL, ALASKA RESOLUTION No. <u>12-21-1639</u>

#### A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, SUPPORTING THE WRANGELL COORDINATED TRANSPORTATION PLAN TO BE SUBMITTED TO THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

WHEREAS, people with specialized transportation needs have right to mobility. Individuals with limited incomes and people with disabilities rely heavily, sometimes exclusively, on public and specialized transportation services to live independent and fulfilling lives. These services are essential for travel to work and medical appointments, to run essential errands, or to simply take advantage of social or cultural opportunities; and

WHEREAS, under MAP-21, projects funded by the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities program must be included in a locally developed, coordinated public transit-human services transportation plan. The Alaska Department of Transportation and Public Facilities requires any human service transit projects funded by the Alaska Mental Health Trust to also be included in a coordinated public transit-human services transportation plan; and

WHEREAS, the FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program provides operating and capital assistance funding to provide transit and purchase of services to private non-profit agencies, federally recognized tribes, and to qualifying local public bodies that provide specialized transportation services to elderly persons and to persons with disabilities; and

WHEREAS, Alaska Mental Health Trust provides grants to private non-profit agencies, federally recognized tribes, and to qualifying local public bodies that serve community transit needs of trust beneficiaries, namely Alaskans who experience mental illness; developmental disabilities; chronic alcoholism with psychosis; or Alzheimer's disease and related dementia through funding for operating assistance, purchase of services, capital and coordinated system transportation planning; and

WHEREAS, the local committee with participation by seniors, individuals with disabilities, representatives of public, private, and non-profit transportation and human services provides and participation by other members of the public met on October 28, 2021; and

WHEREAS, the local committee reviewed and recommended through consensus the Wrangell Coordinated Plan with the Project Priority being the Purchase of a New Four-Wheel Drive Wheelchair Accessible Van and for that project to be submitted to the State of Alaska Department of Transportation and Public Facilities.

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

<u>SECTION 1:</u> The Assembly of the City and Borough of Wrangell supports the local committee's Wrangell Coordinated Transportation Plan with the Project Priority being the Purchase of a New four-Wheel Drive Wheelchair Accessible Van.

SECTION 2: This resolution takes effect immediately upon passage and approval.

# PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this $14^{th}$ day of December, 2021

#### CITY AND BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

#### LEASE

THIS LEASE made as of the date hereinafter indicated, between the CITY OF WRANGELL, of P.O. Box 531, Wrangell, Alaska 99929, hereinafter referred to as ("Landlord"/"Lessor"), and the CATHOLIC COMMUNITY SERVICE, INC., an Alaskan Corporation, of 419 Sixth Street, Suite 200, Juneau, Alaska 99801, d/b/a SOUTHEAST SENIOR SERVICES, 419 Sixth Street, CCS Wing, Juneau, Alaska 99801, collectively hereinafter referred to as ("Tenant"/"Lessee").

#### RECITALS

A. Landlord is the owner of the premises described below and desires to lease the premises to the Tenant for the purposes herein set out.

B. Tenant desires to lease the premises for the purpose of providing services of benefit to senior citizens in Wrangell, to include nutrition access and transportation programs or other senior citizen benefit programs for which the premises may be suitable. The property shall be used for programs that directly benefit the senior citizens and the handicapped of Wrangell, Alaska.

C. The parties desire to enter into a Lease Agreement defining their rights, duties and liabilities relating to the premises.

D. By ordinance ratified by the Wrangell electorate, this lease is authorized, and is to be without payment of rent, the rent to apply as an in-kind contribution by the City of Wrangell to the Senior Citizen's Program.

IN CONSIDERATION of the mutual covenants contained herein the parties agree as follows:

1.0 <u>Description of Premises</u>. Landlord leases to Tenant real property, including improvements thereon, said property commonly referred to as the Civic Club Property, located in Block 3, Lot 17 and Lot 18, Wrangell, Alaska, Wrangell Recording District, First Judicial District, and referred to hereinafter as the "Premises". Lessor and Lessee agree that the premises comprise 2,512 square feet.

2.0 <u>Term of Lease</u>. The term of this lease shall be indefinite, commencing <u>May 9, 1989</u>, and terminating after 30 days notice by either party hereto. Tenant shall surrender the Premises to

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the Landlord immediately upon termination of the Lease.

3.0 <u>Rental</u>. There shall be no rent for the Premises. The agreed fair rental value of the property is \$1,190.00 per month. The City Council of the City of Wrangell, by authorization of this agreement, specifically has found and determined that the use of the property is a public use. The rent and the real and personal property are hereby to be considered as an in-kind facility and service to be used for programs that directly benefit the senior citizens and handicapped of Wrangell.

Lessee may charge others for use of the Premises, subject to the prior written approval of WRANGELL SENIOR SITE COUNCIL, and further provided that a copy of said prior written approval shall be given to the Lessor on request. Any such use by any other organization, entity or person shall not restrict or decrease the use of the facility for senior and handicapped persons or programs. All revenue derived from any rent or charge by Lessee to others, shall be used and/or spent only for the Premises herein leased.

4.0 <u>Utilities</u>. Tenant agrees that it shall be responsible for obtaining and payment of all utilities furnished to the premises for the term of this lease and any renewal thereof. This shall include electricity, lights, heat, power and other services used in or about or supplied to the premises. Tenant shall indemnify and defend the Landlord against any liability on such account.

5.0 <u>Tenant Improvements</u>. Improvements or alterations to the Premises shall be made only with the specific written permission of an authorized representative of Landlord, providing Tenant saves Lessor harmless from any damage, loss or expense arising therefrom, and providing Tenant complies with all laws of authorities having jurisdiction over the Premises.

Landlord shall have no obligation to make any alterations, rebuilding, replacement, change, addition, improvement or repair during the term of this lease.

Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein.

6.0 <u>Improvements/Fixtures</u>. Any and all improvements made to the premises during the term hereof shall belong to the Landlord unless permission is given by Landlord for their removal by Tenant or for

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nutual waiver of subrogation is contained in this lease.

27.0 <u>No Waiver of Covenants</u>. Time is of the essence of this lease. Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar or other breach.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this lease as of the day and year first above written.

CITY OF WRANGELL, LANDLORD/LESSOR

Fern D. Neimeyer, Mayor

CATHOLIC COMMUNITY SERVICE, INC., d/b/a SOUTHEAST SENIOR SERVICES, TENANT/LESSOR

JTATE OF ALASKA

ss:

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this <u>9th</u> day of <u>May</u>, 1989, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared <u>Fern D. Neimeyer</u>, to me known to be the person described in and who executed the above and foregoing document as <u>MAYOR</u> of the CITY OF WRANGELL, and <u>she</u> acknowledged to me that <u>she</u> signed the same as <u>MAYOR</u> of the CITY OF WRANGELL, in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its <u>Charter</u> for the uses and purposes therein mentioned.

WITNESS my hand and seal the day and year in this certificate first herein written.

otary Public for Alaska My Commission Expires: 07-01-90

Offices of rc' Stahla S St. 99835

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#### STATE OF ALASKA

FIRST JUDICIAL DISTRICT

#### ss:

THIS IS TO CERTIFY that on this <u>A</u> day of <u>Man</u>, 1989, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared <u>Muchaol</u> <u>H.Kehnu</u>, to me known to be the person described in and who executed the above and foregoing uocument as <u>Cond President</u> CATHOLIC COMMUNITY SERVICE, INC., d/b/a SOUTHEAST SENIOR SERVICES, and <u>No</u> acknowledged to me that <u>No</u> signed the same as <u>President</u> of CATHOLIC COMMUNITY SERVICE, INC., d/b/a SOUTHEAST SENIOR SERVICES, in the name of and for and on behalf of said corporation, freely and voluntarily and by authority of its Board of Directors for the uses and purposes therein mentioned.

WITNESS my hand and seal the day and year in this certificate first herein written.

Notary Public for Alaska

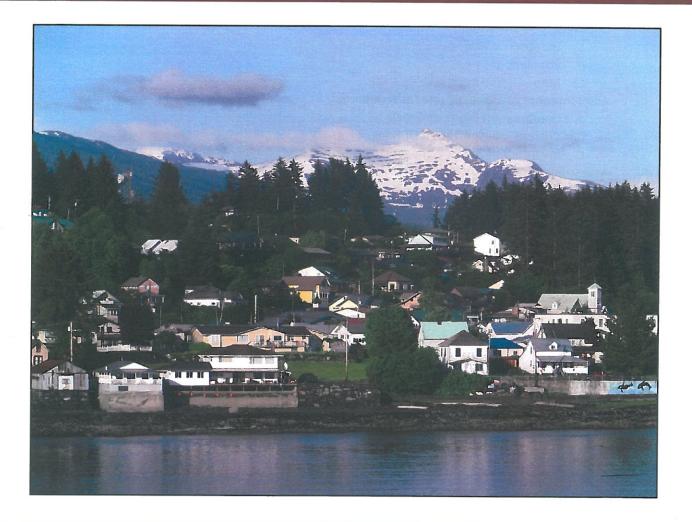
10110/90 My Commission Expires:

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# Wrangell



# Coordinated Public Transit-Human Services Transportation Plan

Southeast Senior Services/Catholic Community Service

# 2021

Wrangell Coordinated Plan

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#### I. Introduction/Executive Summary

The City and Borough of Wrangell is a borough in the U.S. state of Alaska. As of the 2020 census the population was 2,127. Incorporated as a Unified Home Rule Borough on May 30, 2008, Wrangell was previously a city in the Wrangell-Petersburg Census Area. Its Tlingit name is Kaachxaana.áak'w. The Tlingit people residing in the Wrangell area, who were there centuries before Europeans, call themselves the Shtax'héen Kwáan after the nearby Stikine River.

The intent of this plan is to document the efforts of our community to coordinate transportation for our residents, especially the elderly and individuals with a disability. In order to be eligible for Federal Transit Administration (FTA) or Alaska Mental Health Trust funds through the Alaska DOT&PF Alaska Community Transit office (ACT), projects must be derived from a locally developed coordinated plan. These funding sources focus on the transportation needs of disadvantaged persons and those with special transportation needs that cannot be met through traditional personal automobile or public transportation means. The coordinated plan identifies existing transportation providers, unmet transportation needs and duplications in human service and public transit service. The plan also identifies goals and strategies to decrease duplication, address the gaps in service, and provide better transportation options for our community.

In 2007, Southeast Senior Services, as the potential grantee, used the Limited Coordination Communities' Public Transit-Human Services Transportation Plan for Select Rural Alaska Communities which was developed for the Alaska Department of Transportation & Public Facilities (DOT&PF). Starting fiscal year 2007, projects funded through the Federal Transit Administration 5310 program are required to be derived from a locally developed, coordinated public transit-human services transportation plan.

On October 28, 2021, Southeast Senior Services hosted a community transportation meeting via ZOOM toward the goal of developing the local plan. Representatives from the City and Borough of Wrangell, Southeast Senior Services, The Wrangell Sentinel, Alaska Housing Finance Corporation, SEARHC case management, staff from the Wrangell Senior Center and the senior citizen community were present. The group decided that a replacement vehicle for the senior center is needed and the Borough Clerk agreed to propose a supporting resolution to the governing body. Southeast Senior Services was determined as the only agency which had submitted the required Intent to Apply to Alaska DOT&PF and plans to submit an application for a replacement vehicle.

#### **II.** Community Information

#### A) Location

The Municipality and Borough of Wrangell is located on the northwest edge of Wrangell Island in Southeast Alaska. Wrangell faces the Zimovia Strait, a few miles southwest of the mouth of the Stikine River Delta. Wrangell is 89 miles northwest of Ketchikan, or 6 hours by ferry, and 155 miles south of Juneau.

The central (urban) part of Wrangell is located at <u>56°28'15"N 132°22'36"W56.47083°N 132.37667°W</u>, in the northwest corner of <u>Wrangell Island</u>, whereas the borough now encompasses the entire eastern half of the former Wrangell-Petersburg Census Area, in addition to the area around <u>Meyers Chuck</u>, which was formerly in the <u>Prince of Wales-Outer Ketchikan Census Area</u>. It also includes <u>Thoms Place</u>, a former <u>census-designated place</u> on Wrangell Island.<sup>[6]</sup>

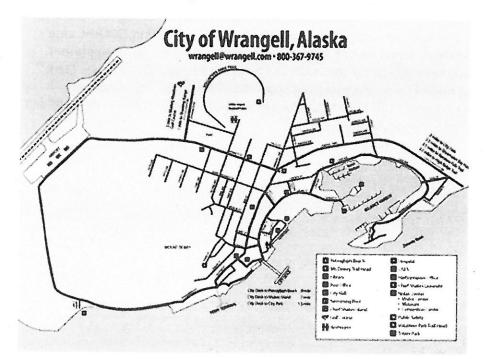
Wrangell is in the maritime climatic zone and experiences cool summers, mild winters, and year-round rainfall. Summer temperatures typically range from 42 to 64; winter temperatures range from 21 to 44. Average annual precipitation is 82 inches, including 64 includes of snowfall. Fog is common from September through December.

#### B) Population

Population of Service Area

According to the U.S. Census Bureau, 2020, the population in Wrangell is 2,127.

#### C) Map of Community



#### III. Assessment of Available Resources & Services

#### A) Coordination Working Group

The Wrangell Transportation Group is composed of members of the Borough government, non-profits, tribal government, community leaders, and interested citizens. A public meeting was held on October 28, 2021 via ZOOM for citizens interested in transportation to discuss existing transportation conditions and needs in Wrangell.

The following people took part in the transportation planning meeting on October 28, 2021. Marianne Mills, Director Southeast Senior Services

April Huber, NTS Coordinator Southeast Senior Services

Sara Martin-Aleksieva, Lead Driver Wrangell Senior Center

Kate Thomas, Wrangell Parks & Rec.

Allesha Gillen, SEARHC Medical Administrator

Gregory Wood, Manager AHFC Senior Housing

Mary Schiltz, SEARHC Case Management

Sarah Aslam, Reporter Wrangell Sentinel

Kim Lane, Borough Clerk, City & Borough of Wrangell

Lansing Hayes, Native Elder and Senior Representative

Coordination would not be possible without a group effort. Our community has come together to pool our resources and work as a team to provide enhanced mobility for our seniors and individuals with disabilities.

#### **B)** Current Transportation Options

Wrangell is accessible by air and water. The State-owned 6,000' long by 150' wide paved lighted runway enables jet service. The airport is on the back side of the island about a mile from town and is walkable. Alaska Airlines owns the plane service (Jets x 2) and the State owns the airport. A seaplane base is adjacent to the runway. Scheduled air taxi services are also available. The marine facilities include a breakwater, deep draft dock, State Ferry terminal, two small boat harbors with 498 slips, and boat launch. Freight arrives by barge, ship, ferry, and cargo plane.

Community members travel around town to stores for groceries, shopping for clothes, etc. For getting accessing community resources, seniors use the senior center van service during Monday through Friday, 8:00 am-4:30 pm. For major medical, major shopping trips, vacations, citizens use the ferry (State owned) or Alaska Airlines.

The following existing transportation assets in Wrangell include:

- The Wrangell Senior Center has two wheelchair accessible eight passenger vans. Only one of the two Senior Center vans is a four-wheel drive vehicle, which is a necessity in the winter.
- Taylor Transportation (Contractor for the school district) has three 66 passenger school busses, one 10 passenger van.
- The public school district has the above contracted number of busses.
- Alaska Waters has one 10 passenger van, two 14 seat shuttle busses, one 13 seat bus.
- Local churches offer transportation on Sundays by appointment.
- Johnny Cab offers transportation for a fare.

- Breakaway Adventures has one 15 seat bus and one 15 seat aluminum boat and frequently transports elders from nearby Coffman Cove.
- The Hospital/Long Term Care has one wheelchair accessible van, which is only available to long term care residents.
- The Wrangell Volunteer Fire Department has two ambulances and one crew/equipment truck.

#### C) Inventory of Available Resources and Services

#### Vehicle Inventory:

Year	Make, Model	Status	Condition	Seating	Wheelchair Y/N	Owner of Vehicle
2009	Ford	Full-time	Fair	8/2	Y	CCS/SESS
2020	El Dorado	Full time	New	8/2	N	AK/DOT
2018	El Dorado	Full time	Good	10/3	Y	On Loan from CCS

#### Services Inventory:

Agency	Clients	Operating Days	Operating Hours	Annual Vehicle Miles*	Annual Passenger Trips*	Destinations
CCS/SESS	Seniors	Monday- Friday	8 a.m. to 4:30 p.m.	FY21 14,820	FY21: 10,362 122 clients	Anywhere within Wrangell

\*Estimated or actual

### **IV. Assessment of Transportation Needs**

#### A) **Demographics**

FTA defines a "coordinated public transit-human service transportation plan" as a plan that "identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, that provide strategies for meeting those local needs, and prioritizes transportation services for funding and implementation." The following tables depict detailed demographics of these group types for Wrangell.

#### Table 1

Community Demogra	phics
2020 Population	2,127
Population 65 and over	516
Percent Population 65 and older	24.5
Per Capita Income	\$ 30,089

Median Family Income	\$ 66,964
Median Household Income	\$ 53,894
Persons in Poverty	282
Percent Below Poverty	3.4%

Source: U.S. Census Bureau, 2020 American Community Estimates

#### Table 2

Household by Type
Total Households
1,127
Households with individuals 65 years and over
516
Percent Households with individuals 65 years and
older
24.5%
Average household size
2.23
Average family size
2.82

Source: U.S. Census Bureau, 2020

#### B) Gaps in Service

There is no public transportation system in Wrangell and limited escort services available for those who require it. Local senior citizens, age 60 and older, are able to access community resources through the senior center transportation service, resources such as the grocery store, airport, post office, senior center, clinic and the hospital. The village elders' transportation needs are met in the same manner as all seniors. People are allowed to make multiple stops, and people are able to get help with shopping bags, luggage, or similar packages when using senior center services. The senior van is available 8 a.m. through 4:30 p.m. Monday – Friday, or by pre-arrangement if the need arises. During these hours, the senior center is able to meet the demand for transportation by local seniors. These services are provided without fare, although contributions toward the cost of the ride are encouraged. When the senior center is closed, there is no exclusive transportation available for seniors. The local taxi company is available 6 a.m. through 2:00 a.m. and is also available on the weekends. Fares are charged for taxi passengers. People with disabilities under the age of 60 are able to access senior center transportation if their rides are paid by Medicaid Waiver.

The recent transportation meeting indicated that there is a need for more hours of transportation for local seniors and that it is time to replace the aging senior center vehicle.

# V. Goal & Strategies

GOAL	1:	Maintain existing transportation services for seniors in a safe and reliable vehicle.				
		STRATEGY	ACTION	PROGRESS	NOTES	
1.1:	Ob	otain a replacement vehicle	Submit application for DOT grant funding	Coordinated Plan Finalized		
1.2:	Ob	tain a replacement vehicle	Purchase replacement vehicle	Pending grant award		
1.3:						

GOAL	. 2:	Expand hours of senior center	er transportation service	vices.		
		STRATEGY	Action	PROGRESS	NOTES	
2.1:	1	sess senior needs regarding ys/hours needed	Conduct needs assessment	Site manager will follow up		
2.2: Seek new grant options		ek new grant options	Research grant options available	Coordinator will follow up		
2.3:						

# VI. Priority of Projects

Priority	Project	Goal, Strategy
1	Purchase replacement vehicle for the Wrangell Senior Center.	1.1

# VII. Appendix



# **PLEASE JOIN US**

Item c.

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# **Coordinated Public Transit-Human Services Transportation Plan Meeting**

<u>Date</u> :	Thursday, October 28, 2021
<u>Time:</u>	4:00 p.m5:00 p.m.
Location:	Join Zoom Meeting https://us06web.zoom.us/j/81659135149?pwd=aGdIME12SWVUdDIXSWtxVzUvMk1Fdz09 Meeting ID: 816 5913 5149 Passcode: transport
Purpose:	To discuss the transportation needs of senior citizens and people with disabilities living in Wrangell. Who Should Attend? All interested citizens are invited. Everyone's input is needed.
Contact <u>Info:</u>	Site Manager (907)874-2066
	For more information or feasible accommodations, please contact April Huber, Transportation Coordinator, at (907)463-6174 and april.huber@ccsjuneau.org.

## NOTICE OF PUBLIC MEETING

The Wrangell Coordinated Transportation Group will be holding a public meeting on Thursday, October 28<sup>th</sup>, at 4:00 p.m. via Zoom. All public, private, non-profit, and human service transportation providers, interested senior citizens, individuals with disabilities and other members of the general public are invited to attend, participate and provide comment on Wrangell's Coordinated Public Transit-Human Services Transportation Plan.

To join the meeting, click on the following Zoom link: https://us06web.zoom.us/j/81659135149?pwd=aGdIME12 SWVUdDIXSWtxVzUvMk1Fdz09

Meeting ID: 816 5913 5149 Passcode: transport

During the meeting, participants will identify local transportation services as well as gaps in services for senior citizens and individuals with disabilities. Members of the group will also prioritize proposed Alaska Department of Transportation (DOT) grant proposals based on the transportation needs of Wrangell. For those seeking DOT funding for this cycle, attendance at this meeting is essential. For a copy of the plan prior to the meeting please follow this link:

https://dot.alaska.gov/stwdplng/transit/pub/CoorPlan-Wrangell.pdf

For further information, please contact April Huber at (907)463-6174 or April.Huber@ccsjuneau.org



# COMMUNITY COORDINATED TRANSPORTATION PLAN MEETING

### AGENDA

Thursday, October 28th

4:00 p.m.-5:00 p.m.

This meeting will take place Via Zoom

Please call 874-2066 for more information.

- Welcome and Agenda Review
- Introductions
- Coordination Meeting Overview
  - Federal and AKDOT Plan Requirements
  - State and Federal Grant Programs
- Community Assessment and Strategies Development
  - Coordinated Service Element
  - Inventory of Available Resources/Services
  - Assessment of Needs
  - Gaps in Service
  - Strategies to address needs and gaps
  - Priority List of Projects
- Feedback, Suggestions, Comments
- Adjournment

#### Wrangell Coordinated Transportation Plan Meeting October 28, 2021 Via ZOOM

**Welcome and Agenda Review:** The meeting was opened at 4:05pm by Marianne Mills, Director of Southeast Senior Services/Catholic Community Service, who after welcoming attendees gave a brief narrative of the purpose of the meeting.

**Introductions:** Each attendee introduced him/herself and identified the agency they represent. Each attendee's name was shown onscreen during the call. Present on the call were Marianne Mills, April Huber, Nutrition and Transportation Coordinator for Wrangell, Sara Martin-Aleksieva, Driver for Wrangell Senior Center, Katherine Thomas Wrangell Parks and Rec., Greg Wood, Manager of Senior Housing, Mary Schilts, Care Coordinator for SEARHC Senior and Disability Services, Aleesha Gillen, Administrator for SEARHC, Kim Lane, Borough Clerk, City and Borough of Wrangell, Sarah Aslam from the Wrangell Sentinel, and Lancing Hayes, Native elder/Wrangell senior client representative.

**Purpose of the meeting:** Marianne explained that Southeast Senior Services/CCS is seeking funds to purchase a new bus for the Wrangell Senior Center. The current vehicle is scheduled for replacement as the senior center wants to continue providing safe and reliable transportation to the Wrangell seniors.

**Coordination Meeting Overview:** Marianne started by telling the attendees that both the Federal and State governments require that each community have a Coordinated Transportation Plan in order to qualify for funding. To apply for a Human Services Grant from the Alaska Department of Transportation, for example, there must be an updated coordinated transportation plan in place. This meeting is an important part of updating Wrangell's coordinated transportation plan. The Federal Transit Administration (FTA) provides 5310 funding to serve citizens who are elderly or disabled. The State of Alaska Mental Health Trust Authority also provides funding to support transportation for its beneficiaries, such as people with Alzheimer's disease or other types of dementia. The Alaska State Legislature may provide additional General Funds to help meet Alaska's transit needs.

**Coordinated Service Element:** Coordination with other agencies in Wrangell is key to making the most of the limited government dollars, and it is expected that we would share resources.

**Inventory of available Resources and Services:** As part of updating the current transportation plan, we must identify who in Wrangell is currently providing transportation within the Borough and who benefits from that transportation. We must also identify which forms of public transportation providers in Wrangell have wheelchair lift equipment. The Wrangell Senior Center currently has two vehicles, a 2009 Ford used primarily for delivering Home delivered meals and a 2020 El Dorado with a wheelchair-equipped lift. A third bus on loan from CCS in Juneau will arrive in late

November. The senior center bus runs Monday thru Friday from 8:00am to 4:30pm with Saturday rides for medical appointments. Taylor Transportation (Contractor for the school district) has three 66 passenger busses and one 10 passenger bus. Johnny Cab offers rides for a fee, and local churches provide rides by appointment for Sunday service. The Hospital/long term care has one wheelchair accessible van, which is only available to long term residents. Breakaway Adventures has one 15 seat passenger van and frequently transports elders when arriving from Coffman Cove. The Wrangell Fire department has 2 ambulances and one truck.

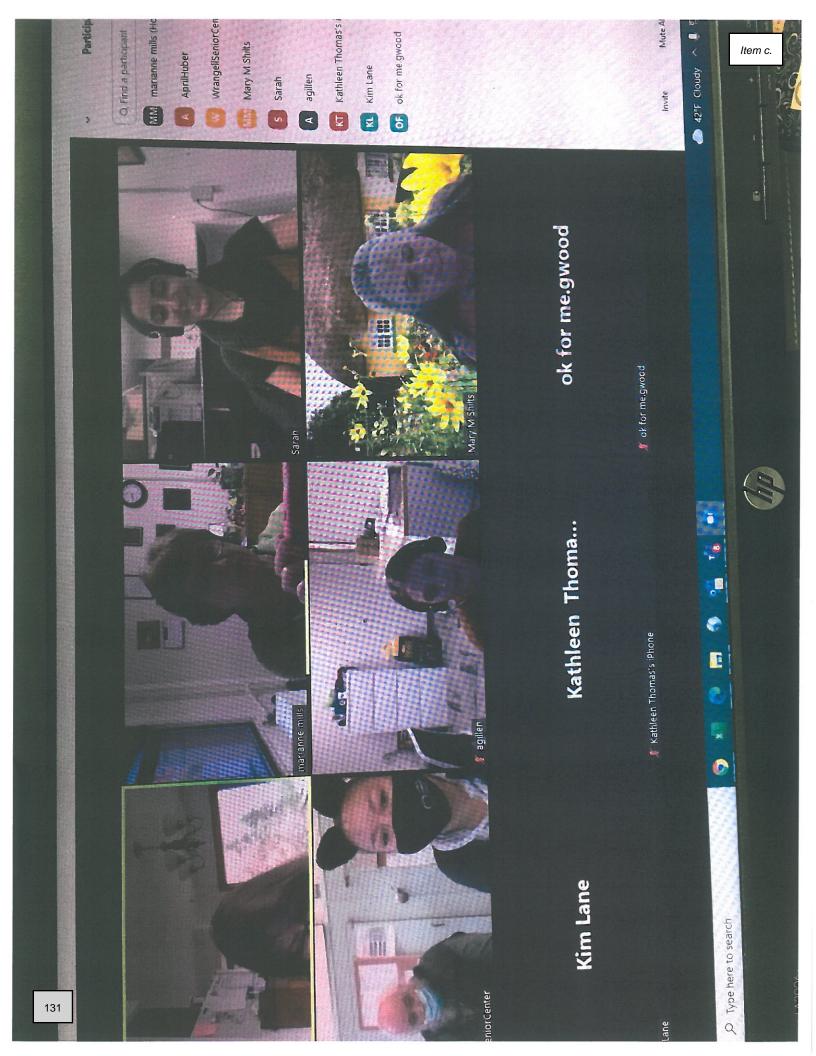
**Gaps in Service:** Marianne asked the group about gaps in service and the current transportation needs. Since there is no public transit system in Wrangell the seniors rely heavily on the transportation services provided through the senior center and would like the hours to be extended to Saturdays for medical appointments and special community events. Lansing Hayes our senior representative says evening hours and Sunday grocery runs would be beneficial to all seniors living in Wrangell.

**Strategies to address needs:** Marianne spoke about the vehicle match and the total needed to pay for a new bus. She also explained the substantial increase in the cost of a bus and how the contract is through the state of Washington and our vendor Schetky Northwest. Several attendees discussed help with fundraising as well as suggestions as how to spend additional COVID/Cares resources given to community partners. Kim Lane from the city agreed to provide a resolution in support of an updated plan.

**Priority List of Projects:** Marianne asked if any other agencies had already submitted an Intent to Apply and the answer was no. All participants agreed based on current needs that a new senior bus was a top priority.

Marianne made a motion that was passed unanimously, we thanked the participants and the meeting adjourned at 4:48pm.

Minutes written by April Huber



# Locally Developed Coordination Plan Meeting Participant List

Plan Area (community):	City and Borough of Wrangell
Date of Meeting(s):	October 28, 2021
Coordination Plan Contact Name(s):	April Huber

Signed Name	ORGANIZATION NAME	ADDRESS AND PHONE NUMBER	E-MAIL ADDRESS
Marianne Mills	Southeast Senior Services CCS	(907)463-6154	Marianne.mills@ccsjuneau.org
April Huber	Southeast Senior Services CCS	(907)463-6174	April.huber@ccsjuneau.org
Sara Martin-Aleksieva	Wrangell Senior Center	(907)874-2066	Wrangellsc@ccsjuneau.org
Kate Thomas	Wrangell Parks and Rec	(907)874-2444	k.thomas@wrangell.com
Aleesha Gillen	SEARHC	(907)874-7000	agillen@searhc.org
Gregory Wood	AHFC Senior Housing	(907)874-3018	gwood@ahfc.us
Mary Schilts	SEARHC Case Management	(907)874-5000	mshilts@searhc.org
Sarah Aslam	Wrangell Sentinel	(907)874-2301	Sentinelsarah@gmail.com
Kim Lane	City & Borough of Wrangell	(907)874-2381	clerk@Wrangell.com
Lansing Hayes	Senior Citizen	(907)874-4677	Silver-ilances@yahoo.com

Local Government Resolution To Be Placed Here

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION NO. 12-21-1640** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE PRIORITY CAPITAL PROJECTS FOR SUBMISSION TO THE STATE OF ALASKA DESIGNATED LEGISLATIVE GRANTS PROGRAM (CAPSIS) FOR FY 2023

SUBMITT	<u>ED BY:</u>	<u>FISCA</u>	LNOT	<u>E:</u>	
		Expen	diture I	Required: \$	
Amber Al-I	laddad, Capital Facilities	FY 21:	\$	FY 22: \$	FY23: \$
Departmer	it				
-		Amou	nt Budg	eted:	
			FY22 S	\$	
		Accou	nt Num	ber(s):	
<u>Reviews</u>	/Approvals/Recommendations				
	Commission, Board or Committee	Accou	nt Name	e(s):	
Name(s)					
Name(s)		Unenc	umbere	ed Balance(s)	(prior to
	Attorney	expen	diture):		-
	Insurance		\$		

ATTACHMENTS: 1. Resolution No. 12-21-1640; 2. FY2023 CIP Capital Projects Master List

#### **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 12-21-1640.

#### **SUMMARY STATEMENT:**

The Borough Strategic Plan for Capital Improvements Plan (CIP) Capital Projects was reviewed by staff to aid in developing a FY2022-2023 recommended priorities list for capital project needs.

Item d.

An Assembly-approved priorities list is necessary to guide staff in developing capital project budgets and in identifying funding opportunities for those projects.

Wrangell will utilize the approved priorities list to submit projects for consideration to the State of Alaska's Legislative Capital Project Submission and Information System (CAPSIS) in their FY 2023 capital budget. The priority projects that the Borough will submit are reviewed by the Alaska State Legislature, the Governor's Office of Management and Budget, and agency grant administrators, and the information we provide becomes part of the legislative and public record.

Attached is Resolution No. 12-21-1640 which identifies administration and staff recommendations for sixteen of the Borough's highest priorities for capital projects, as follows:

<u>Priority</u>	Project Name
1	Water Treatment Plant Improvements
2	Public Safety Building Rehabilitation
3	High School and Middle School Life & Health Safety, Fire Alarm System Upgrades
4	Upper Reservoir Bypass (Connection to Treatment Plant)
5	Drinking Water Dams Stabilization and Improvements
6	Diesel Generation Power Plant Replacement
7	Barge Ramp Replacement
8	Zimovia Highway Water Main Replacement
9	Meyers Chuck Harbor Replacement
10	Recreation & Pool Facility Siding and Roofing replacement
11	Inner Harbor Replacement
12	Wrangell Road Resurfacing Phase I (Downtown Corridors)
13	Environmental Remediation of Contaminated Soils
14	Recreation & Pool Facility HVAC and Temperature Controls Replacement
15	Cemetery Expansion / Development

The final list will serve as the City and Borough of Wrangell's established CIP Capital Projects priority list for the State of Alaska for FY 2023.

Should the Assembly desire changes to the priority order, those amendments can be offered at the meeting with proposed language such as "I move to amend Resolution 12-21-1640 by [moving, replacing, eliminating, adding, etc.] on the capital projects priority list."

A copy of the FY2023 CIP Capital Projects Master List is provided as an attachment for a review of all capital project needs identified to date.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION NO. <u>12-21-1640</u>

#### A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA ESTABLISHING THE PRIORITY CAPITAL PROJECTS FOR SUBMISSION TO THE STATE OF ALASKA DESIGNATED LEGISLATIVE GRANTS PROGRAM (CAPSIS) FOR FY 2023

WHEREAS, the City and Borough of Wrangell has agreed to prioritize the Borough's FY 2023 legislative priorities; and

WHEREAS, it is the intent of the Wrangell Borough Assembly to provide the Alaska Governor, Legislature, and state officials adequate information to represent the needs of the City and Borough of Wrangell concerning legislative funding requests; and

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

<u>Section 1</u>: the City and Borough of Wrangell establishes the CIP Capital Projects priority list for the State of Alaska for FY 2023 as follows:

<u>Priority</u> 1	<u>Project Name</u> Water Treatment Plant Improvements
2	Public Safety Building Rehabilitation
3	High School and Middle School Life & Health Safety, Fire Alarm System Upgrades
4	Upper Reservoir Bypass (Connection to Treatment Plant)
5	Drinking Water Dams Stabilization and Improvements
6	Diesel Generation Power Plant Replacement
7	Barge Ramp Replacement
8	Zimovia Highway Water Main Replacement
9	Meyers Chuck Harbor Replacement
10	Recreation & Pool Facility Siding and Roofing replacement
11	Inner Harbor Replacement
12	Wrangell Road Resurfacing Phase I (Downtown Corridors)
13	Environmental Remediation of Contaminated Soils
14	Recreation & Pool Facility HVAC and Temperature Controls Replacement
15	Cemetery Expansion / Development

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 14<sup>th</sup> day of December, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk

Project Name	Total Project Amount	Project Description / Project Status
Public Facility Projects		
Public Safety Building Rehabilitation		35-year old building requires full Building Rehabilitation or Replacement. Full building assessment by multi-disciplinary team completed. Probable cost review by A&E completed for both options. This is an important project for the community of Wrangell, as this building serves to house the majority of law enforcement agencies for the community of Wrangell, including the Police Department and Jail, DMV, TSA, the Fire Department, the Alaska Court System - Wrangell District Courthouse, and the United States Customs and Border Patrol.
Cemetery Expansion/Development	\$ 500,000	Our current Cemeteries are full; A new Cemetery or a cemetery expansion is needed.
Wrangell Medical Center - building demolition and site reuse plan	\$ 2,000,000	
Library Carpet Replacement	\$ 65,000	
Library Interior Wall Painting	\$ 45,000	Exploring in-house options
Nolan Center & Museum Humidity Control Upgrades		
M/V Chugach USFS Ranger Boat Display	\$ 300,000	Viewing Platform & Interpretive Display
Nolan Center Landscaping Upgrades		Landscaping planters need renovation to eliminate items (i.e. overgrown trees, domestic plants) and add items (i.e. replenish native groundcover)
Swimming Pool HVAC Mechanical Upgrades, Ph III	\$ 75,000	Replace failed mechanical HVAC devices
Swimming Pool DDC Upgrades, Ph IV		SF-5 and SF-7 Replace Pneumatic Controls with DDC
Swimming Pool Siding & Brick Column Replacement		A Condition Assessment was also performed in 2014 to identify building systems' deficiencies with recommendations to a Pool Facility Improvements and Rehabilitation project totaling approximately \$2,000,000. Portions of the deficiencies identified have received local funding over the past several years. This project serves to replace the pool's deteriorated siding.
Swimming Pool EPDM Flat Roof & Sloped Roof Gutter Replacement		A Condition Assessment was also performed in 2014 to identify building systems' deficiencies with recommendations to a Pool Facility Improvements and Rehabilitation project totaling approximately \$2,000,000. Portions of the deficiencies identified have received local funding over the past several years. This project serves to replace the pool's deteriorated flat roof sections and the internal gutter in the sloped roof section.
Swimming Pool Locker Replacement		Replace rusting metal lockers which have become a safety concern
Swimming Pool Water Distribution Pipe Lining		A Condition Assessment was also performed in 2014 to identify building systems' deficiencies with recommendations to a Pool Facility Improvements and Rehabilitation project totaling approximately \$2,000,000. Portions of the deficiencies identified have received local funding over the past several years. This project serves to make improvements to the pool's aged concealed piping system.
Swimming Pool Basin Lining		A Condition Assessment was also performed in 2014 to identify building systems' deficiencies with recommendations to a Pool Facility Improvements and Rehabilitation project totaling approximately \$2,000,000. Portions of the deficiencies identified have received local funding over the past several years. This project serves to make improvements to the pool's aged basin tile surface.
Community Center Life and Safety Upgrades		A Condition Assessment was performed in 2014 with a total recommended improvements for a Community Center Improvements and Rehabilitation project totaling approximately \$2,800,000. The engineering design for Life & Safety Improvements is complete. This project seeks funding to construct the improvements to the electrical distribution system and fire suppression system throughout the building.

Updated December 6, 2021

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	City and borough of wrangen, Alas	ka - FY 2023 CIP Capital Projects Master List Updated December 6, 2021	Item o
Project Name	Total Project Amount	Project Description / Project Status	]
Community Center Renovations	\$ 2,000,000	A Condition Assessment was performed in 2014 with a total recommended improvements for a Community Center Improvements and Rehabilitation project totaling approximately \$3,000,000. This project seeks funding to make the necessary improvements identified in the conditions assessment, other than the electrical distribution system and life and safety improvements identified as a constant project.	
Pool and Community Center Parking Lot and Sidewalk Repairs	\$ 3,000,000	a separate project.	-
Kyle Angerman Playground Improvements	\$ 65.000		•
Skeet Range Improvements, Phase II	\$ 89.000		1
City Park Fireplace Replacement	\$ 65,000.00		
Petroglyph Beach Bathroom and Platform Improvements	\$ 80,000		
Mt. Dewey Trail Extension to Petroglyph Beach State Park	\$ 620,000		
Volunteer Park Trail Extension to Etolin Avenue	\$ 450,000		
Shoemaker Bay Park and Rainbow Falls Trailhead Improvements	\$ 1.750.000	This project seeks funding, equal to 10% of cost project cost, before application can be made to the Federal Lands Access Program (FLAP).	
RV Park Roadway and Parking Pads Improvements	\$ 35,000	-	•
City Park Playground Improvements			
Volunteer Park Ball Fields Improvements	\$ 250,000		
High School and Middle School Fire Alarm System Upgrades	\$ 615,000	replacement Fire Alarm System is complete and under review by the State Fire Marshal.	
Primary School Exterior Windows Replacement	\$ 150,000	replacement, school staff will continue to maintain as they are able.	
Middle School Boiler Replacement	\$ 45,000	to have a boiler system inspection and service performed which will also serve to identify existing conditions and future needs.	
High School Underground Fuel Tank Replacement	\$ 75,000	good product/install data, the tank appears to be a steel tank and has been in the ground for 35 years. While there are no existing	
Tototal Public Facility Projects	\$ 28,199,000		

Streets / Transporation		
Industrial Park Expansion - Road and Utilities Expansion	\$ 350,000	5th and 6th Avenues Development
Wrangell Road Resurfacing Phase I (Downtown Corridors)	\$ 2,500,000	McKinnon Street, St. Michael Street, Stikine Avenue, Shakes Street, Campbell Drive
Wrangell Road Resurfacing Phase II (Residential Corridors)		Third Street (WCA Tribe Roads Priority), Ocean Drive, Sunset Blvd., Lemieux Street, Zimovia Ave, Council Drive
Spur Road to Pat Lake Road Connection		reopen closed sections
Sidewalk Improvements		
Storm Drain Plan Development	\$ 175,000	
First Avenue and Elementary Schools South and North Parking Lots Paving	\$ 1,250,000	WCA Tribal Roads Priority
Second Avenue and (portion of) Sales Street Paving	\$	(If eliminating the portion of Sales Street, with upgrades only to Second Avenue, modify price to \$350,000)
Stikine Avenue Safety Issues		Street Improvements with Sidewalk Replacement/Extension
Total Streets / Transporation Projects	\$ 5,075,000	

	Updated December 6, 2021					
Project Name	Tot	tal Project Amount	Project Description / Project Status			
Electric Power Generation & Distribution				]		
Diesel Generation Power Plant Replacement Voltage Regulator and Basement Transformer Replacement	\$	15,000,000	The original concrete structure of the diesel generation power plant is structurally unsound and dictates that the remainder of the building be rehabilitated or replaced in order to eliminate the risk of building failure and the risk to the community's back-up power source and assets. The Borough is considering options for the replacement/repair needs. The \$15,000,000 cost is the engineer's probable cost opinion for a replacement structure. The cost opinion for a rehabilitation project is approximately \$8,000,000. Administration recommended developing a "Utilities Campus Master Plan" and staff will bring forward information as planning progresses. As part of that work, an environmental assessment is required to understand potential environmental challenges that may be met during future projects. Equipment replacement			
	ې	,	Equipment replacement. Phased approach to replacing the existing 2MW transformers. This would be Phase II of the phased	-		
3MW Transformer Upgrades	\$		equipment replacement.			
Generator Exhaust Insulation Blankets	\$	100,000	Exhaust wraps for generators in the Power Plant.			
Case Avenue Power Infrastructure Improvements	\$	650,000	Phase I Surveying project funded in FY21			
Mission Street and First Avenue Power Infrastructure Improvements	\$	150,000	WML&P linemen crew can perform this work in house			
Zimovia Highway (Feeder 3) Upgrades	\$	250,000	This requires contracting due to lack of equipment required for the work			
Electric Metering System Replacement	\$	560,000	Purchase and implement new AMI electrical metering system, community-wide.			
Total Electric Projects	\$	16,960,000				

Ports & Harbors		
Barge Ramp Replacement		A 2011 condition assessment of the Barge Ramp estimated the facility had another 10-15 years of useful life remaining before reaching a point where it would have degraded enough that it may no longer be considered safe to use. Recently the floatation tank was found to have a hole in it and the Borough is preparing to spend close to \$120,000 for repairs to maintain use, as this is a critical structure where all of the communities freight is routed to town by freight barges.
Meyers Chuck Dock Replacement	\$ 2,566,614	Funding in the amount of \$690,000 is available for the project from funding received from the State's deferred harbor maintenance program when Meyers Chuck was incorporated into the Wrangell Borough. The estimated cost of the harbor replacement is estimated to be \$2.5M.
Inner Harbor - Design and Construction	\$ 10,120,000	Originally constructed in 1936, this harbor requires replacement with harbor basin dredging to return the full dock to normal use. The basin has filled in such that at low tides, portions of the docks are resting on the basin bottom. The entire harbor structure has exceeded its useful life and needs replacing. A grant application was made in May 2021 to the RAISE Grant Program (Federal DOT program) seeking funding for engineering design cost of this project. The CBW was notified in November 2021 that we were not selected as a grant awardee in the 2021 program awards.
Airplane Float Replacement	· ·	
Shoemaker Harbor Parking Lot and Drainage Improvements	\$ 1,000,000	
Shoemaker Bay Breakwater Feasibility Study	\$ 500,000	This is the anticipated match to the US Army Corps of Engineers Feasibility Study
Shoemaker Harbor Transient Float		
Shoemaker Dredging and North Float Addition		This project would add a separate finger system for 70' vessels and for transient vessels
Reliance Harbor Replacement - Design and Construction	\$ 3,500,000	
Standard Oil Float Replacement - Design and Construction	\$ 3,000,000	
Heritage Harbor Second Boat Ramp	\$ 787,950	Cost projection is inflation proofed from a 2010 estimate of \$570,000 provided by PND Engineers

	Updated December 6, 2021	ltem d.		
Project Name	Total Projec	t Amount	Project Description / Project Status	
Harbors Water System Improvements			Water vaults and new 2" service for F&G and Standard Oil floats and new 4" water main for Inner Harbor	1
Inner Harbor Fill and Storm and Water Improvements				
Marine Service Center (Old Mill Dock) Rehabilitation	\$	500,000	New decking layers, fender piles and joist replacement, install new dolphins	
Marine Service Center Concrete Improvements	\$	4,500,000	Last phase of concrete improvements at the Marine Service Center	
Total Ports & Harbors Projects	\$	26,474,564		

Water		
Reservoir Dams Stabilization and Improvements	\$	Both of Wrangell's dams are listed in the Alaska Dam Inventory as Class I (high) hazard potential classification, with long- recognized deficiencies. Two separate stabilization studies, one performed by the USFS and the other by the USACE, yielded factors of safety against sliding during a seismic event well below 1.0 and attributed the instability to poor foundations soils under the dam that are potentially liquefiable. Due to the proximity of residences to the dams, and the lack of a warning system, the possibility of loss of life is high due to spontaneous dam failure and a high velocity of water through the floodplain. Loss of Life and Property would affect 14 mobile homes, 9 single family residential homes, and the community's wastewater treatment plant. While a new dam may be proposed with a higher cost, the project costs shown here is derived from a 2006 Corps estimate of \$7,700,000 to repair the existing dams with annual cost escalation/inflation added as a placeholder until an engineer's estimate is fully developed.
Upper Reservoir Bypass (Connection to Treatment Plant)	\$ 3,540,000	This project will provide a direct connection of the upper reservoir to the water treatment plant. As it is currently configured, water from the upper reservoir overflows the spillway or is siphoned into an open ditch as the conveyance to the lower reservoir. this project is currently under engineering design. Future funding for the construction of this work is needed. Due to the proximity of residences to the dams, and the lack of a warning system, the possibility of loss of life is high due to spontaneous dam failure and a high velocity of water through the floodplain. Loss of Life and Property would affect 14 mobile homes, 9 single family residential homes, and the community's wastewater treatment plant.
		Replacement of AC and PVC residential water lines on low pressure water main. Homes on these lines have been experiencing
Ash Street/Lemieux Watermain Replacement	\$ 992,750	extremely low water pressure.
Water Main Distribution System Replacement, Phase II (Zimovia Highway)	\$ 3,400,000	Replacement of Ductile iron pipe which is experiencing early corrosion.
Water Main Distribution System Replacement, Phases III (Shoemaker Loop Road)	\$ 1,400,000	Replacement of Ductile iron pipe which is experiencing early corrosion.
Water Service Metering, Phase I Commercial	\$ 1,500,000	Installation of water meters on all commercial facilities to be able to accurately monitor commercial water usage.
Distribution Metering, Phase I	\$ 500,000	Installation of meters also water distribution system to better detect leaks in distribution lines.
		The recent slope ground failure in Haines in December 2020 alerted Wrangell to concerns with slope stability of the mountain slopes adjacent to the water reservoirs. Aerial and LIDAR imagery of slopes and reservoir dam run-out zone completed April 2021 Working with State of Alaska on stability assessment, but State has been too busy with other matters to assist Wrangell. The
Slope Stability Analysis	\$	community needs to complete it's own assessment.
Flume Replacement	\$ 2,000,000	The flume carrying source water into the Wrangell reservoirs is decades old and is in need of replacement.
Water Main Extension to Mill Property Subdivision		Unknown cost - awaiting a subdivision plan from a developer
Sunrise Lake - Alternative Water Source (Monitoring, Design, NEPA, etc.)	 	
Total Water Projects	\$ 23,907,750	

	Updated December 6, 202					
					]	
Project Name Total Project Amount Project Description / Project Status	Project Name	<b>Total Project Amount</b>	Project Description / Project Status			

Wastewater		
		The Borough's EPA 301H Waiver (a waiver of less than full secondary treatment requirements from the Clean Water Act) will see changes requiring treatment improvements within the next five years. Initial scope includes the addition of disinfection to the
Wastewater Treatment Upgrades to Address 301(H) Waiver for Secondary Treatment		treatment system.
		Wrangell is operating many of the sewer lift stations with pumps most of which were replaced in the 1990s. Some pumps are as old as the late 1970s. The pump manufacturers are quite varied so spare parts is a serious issue, along with failure due to age.
Collection System Lift Station Pump Replacement Project	\$ 475,000	Almost all of they system's 30 pumps need to be replaced.
Treatment Lagoon Sludge Removal	\$ 200,000	The lagoons have not had the sludge removed since the plant was constructed.
Total Wastewater Projects	\$ 675,000	

Sanitation	
Solid Waste Transfer Station Loading Dock	\$ 350,000 A loading dock is needed to enhance operations for solid waste bale handling, loading and storage
Total Sanitation Projects	\$ 350,000

Land Development		
Survey of priority remote entitlement parcels	\$ 1,250,000	Approximately 9,000 acres
Institute Property Phase I Subdivision Development Monofill Site Expansion / Development		Wrangell is in desperate need of residential property for development. Survey and design of the Phase I Subdivision will be complete in May. The COE permit has been submitted. Funding for road and utilities development estimate. The existing site is nearing capacity and needs expansion or a new site identified with a development plan
Environmental Site Characterization Work Plan - Former Wilcox Automotive Property	to be determined based on results from testing	Site Characterization Work Plan to be performed to identify the extent of soil contamination and to what extent further remediation efforts will be required (Work Plan Cost to date \$65,000)
Environmental Site Characterization Work Plan - City Shop	to be determined based on results from testing	Site Characterization Work Plan to be performed to identify the extent of soil contamination and to what extent further remediation efforts will be required (Work plan cost to date \$55,000)
Environmental Site Characterization Work Plan - Wrangell Medical Center Total Land Development Projects	to be determined based on results from testing \$ 4,450,000	Site Characterization Work Plan to be performed to identify the extent of soil contamination and to what extent further remediation efforts will be required (work plan cost to date \$35,000)

Community Planning		
Community Addressing	\$ 100,000	
Waterfront Master Plan Phased Development		
Mitigation/Restoration Plan for Public/Private Development	\$ 150,000	
KSTK Radio Group Inc. Flood Cessation	\$ 25,000	Install perimeter drain system on the south side of the building to eliminate basement flooding
South Mitkof Island Improvements - Banana Point Improvements	\$ 1,250,000	
Total Community Planning Projects	\$ 1,550,000	

Updated December 6, 202					
Project Name	Total Project Amount	Project Description / Project Status			

#### In addition to the CIP Capital Projects identified above, we offer critical Vehicles and Major Equipment needs. A more comprehensive list is under development.

CIP Vehicle and Major Equipment		
Fire Truck Replacement (Engine #5)	\$ 450,000	The Borough's 1988 Seagrave, 4x4 fire tanker is recommended for replacement for a full structural fire fighting truck to meet ISO requirements (it's age places it beyond the ISO's required age for providing insurable ratings).
Garbage Truck Replacement	\$ 300,000	The Borough's two garbage trucks were purchased at the same time, in 2009. Major components of the truck assembly have begun to deteriorate. While this model of vehicle we own is no longer manufacture red, most parts are still available for them. A refurbishment of the vehicles was explored. Refurbishing the vehicle would involve shipping the unit out of Wrangell for the work, leaving us with only one garbage truck for approximately six weeks. The estimated cost to refurbish a truck is \$200,000. The cost for a new truck is \$350,000.
Water Plant Standby Generator & Connectivity	\$ 250,000	The water treatment plant does not have emergency standby power to ensure continued operation of the facility and water production in the event of a power outage. The usable capacity of the two treated water storage tanks is approximately 850,000 gallons. During peak water periods, we have experienced daily community water demand higher than this combined storage volume.
Community Center Standby Generator & Connectivity	\$ 175,000	The Community Center does not have emergency standby power to ensure continued operation of the facility as an emergency shelter for the community.
Lift Stations Backup Power	\$ 150,000	To be able to support continued operation of lift stations along Zimovia Highway, at least a single-phase and a three-phase backup power generator is needed. Included in the estimated cost are transfer switches and feeder plugs for those lift stations currently without that level of existing connectivity.
Mobile Light Towers	\$ 25,000	Two Mobile Light Towers are needed for providing a temporary light source in emergency situations. Minimum requirements are for a unit that offers a long service interval, large fuel capacity, and export power.
Total CIP Vehicle and Major Equipment	\$ 1,350,000	

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

	DATE:	Enter Date Here
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION 12-21-1641** OF THE CITY AND BOROUGH OF WRANGELL ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY22 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 18: CENTRAL SOUTHEAST AREA

<u>SUBMITT</u>	<u>TED BY:</u>	FISCAL NC	) <u>TE:</u> e Required: \$XX	X Total	
Mason Villarma		FY 21: \$0	FY 22: \$0	FY23: \$0	
		Amount Budgeted:			
		FY2	2 \$0		
		Account Number(s):			
<u>Reviews</u>	/Approvals/Recommendations	N/A			
	Commission, Board or Committee	Account Na	me(s):		
Name(s)		N/A	l		
Name(s)		Unencumbered Balance(s) (prior to			
	Attorney	expenditure):			
	Insurance	\$0			

ATTACHMENTS: FY22 Shared Fisheries Business Tax Program Application

#### **RECOMMENDATION MOTION:**

Move to Approve Resolution 12-21-1641.

#### **SUMMARY STATEMENT:**

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries to municipalities that can demonstrate they suffered

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significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries.

The City and Borough of Wrangell along with the other municipalities included in FMA 18, have historically elected to use the alternative method to distribute shared fisheries business tax collections. The total amount allocated to FMA 18 has been distributed to the Borough whereby municipalities share equally 50% of allocation; all municipalities share remaining 50% on a per capita basis. Borough administration recommends keeping the formula as is and applying with our fellow FMA 18 municipalities in a unified fashion under the alternative method for FY22.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION No. <u>12-21-1641</u>

A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY22 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 18: CENTRAL SOUTHEAST AREA

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY 22 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2020 from fisheries business activities; and,

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by the Department of Commerce, Community, and Economic Development; and,

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community, and Economic Development, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of fisheries business activity on the respective municipalities in the area; and,

WHEREAS, The City and Borough of Wrangell proposes to use an alternative allocation method for allocation of FY22 funding available within the FMA 18: CENTRAL SOUTHEAST AREA in agreement with all other municipalities in this area participating in the FY22 Shared Fisheries Business Tax Program.

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

Section 1. The Borough certifies that the following alternative allocation method fairly represents the distribution of significant effects during 2020 of fisheries business activity in FMA 18: CENTRAL SOUTHEAST AREA.

Section 2. The borough adopts the alternative method formula of FMA 18 stating all municipalities share equally 50% of allocation; all municipalities share remaining 50% on a per capita basis.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 14<sup>TH</sup> DAY OF DECEMBER, 2021.

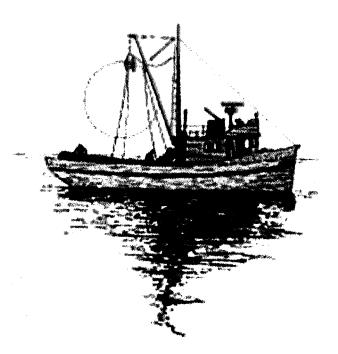
### **CITY & BOROUGH OF WRANGELL**

Stephen Prysunka, Mayor

ATTEST: \_

Kim Lane, Borough Clerk

# DCCED Shared Fisheries Business Tax Program FY 22 Long-Form Application For FMA 18: CENTRAL SOUTHEAST AREA



# **APPLICATION MUST BE SUBMITTED TO DCCED NO LATER THAN FEBRUARY 15, 2022**

State of Alaska Mike Dunleavy, Governor

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Department of Commerce, Community, and Economic Development Julie Anderson, Commissioner

Division of Community and Regional Affairs Sandra Moller, Director

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## FY 22 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries to municipalities that can demonstrate they suffered significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries.

### **Program Eligibility**

To be eligible for an allocation under this program, applicants must:

- 1. Be a municipality (city or borough); and
- 2. Demonstrate the municipality suffered significant effects as a result of fisheries business activity that occurred within its respective fisheries management area(s).

#### **Program Funding**

The funding available for the program this year is equal to half the amount of state fisheries business tax revenues collected outside of municipal boundaries during calendar year 2020.

Program funding is allocated in two stages:

**1st Stage:** Nineteen Fisheries Management Areas (FMAs) were established using existing commercial fishing area boundaries. The available funding is allocated among these 19 FMAs based on the pounds of fish and shellfish processed in the whole state during the 2020 calendar year. For example, if an area processed 10% of all the fish and shellfish processed in the whole state during 2020, then that area would receive 10% of the funding available for the program this year. These allocations are calculated based on Fisheries Business Tax Return information for calendar year 2020.

**2nd Stage:** The funding available within each FMA will be allocated among the municipalities in that area based on the level of fishing industry significant effects suffered by each municipality compared to the level of effects experienced by the other municipalities in that FMA.

Some municipalities, because of their extensive area, are included in more than one fisheries management area. In these cases, the municipality must submit a separate program application for each area.

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## FY 22 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

## There are two possible application methods: Standard and Alternative

**Standard Method:** In the Standard Method, established by the department, each municipality in the FMA must determine and document the cost of fisheries business impacts experienced by the community in 2020. These impacts are submitted by each municipality in their applications. The department will review the applications and determine if the impacts submitted are valid. Once the impacts have been established for each of the municipalities in the FMA, the department will calculate the allocation for each municipality using the following formula:

<u>One half</u> of the funding available within an FMA is divided up among participating municipalities on the basis of the relative <u>dollar amount of impact</u> in each municipality. The <u>other half</u> of the funding available to that area is divided equally among all eligible municipalities.

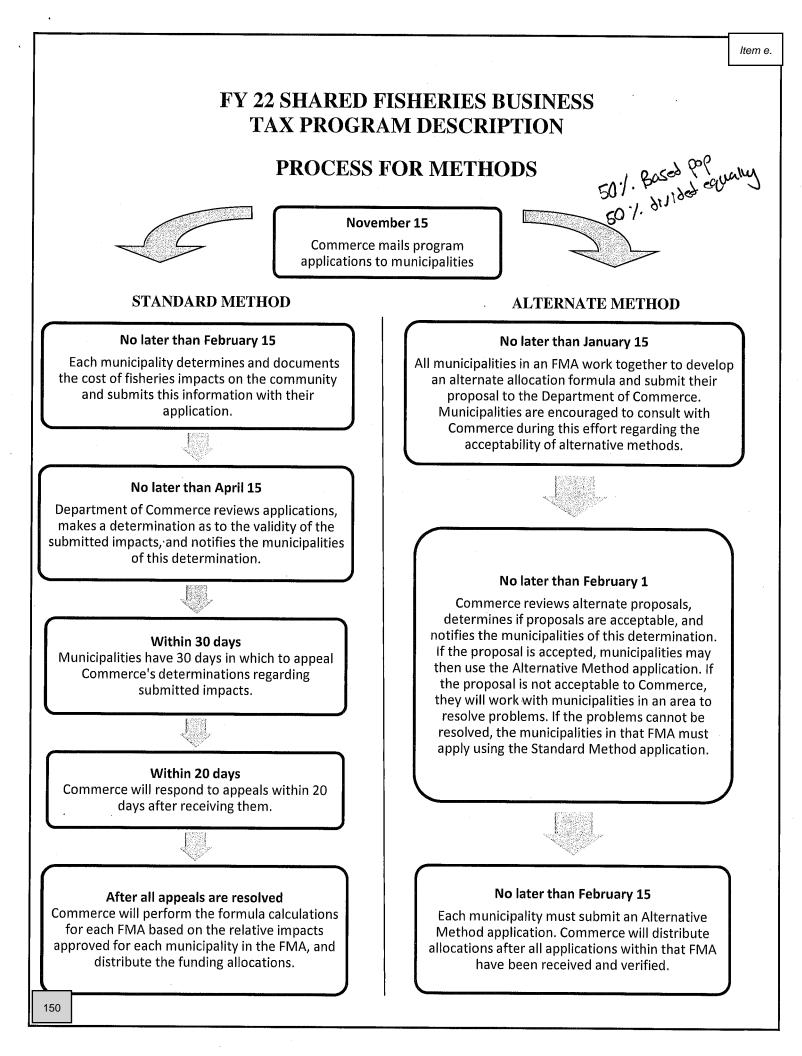
**Alternative Method:** Alternative allocation methods may be proposed by the municipalities within the FMA. The department will consider approving the use of a proposed alternative method only if all the municipalities in the area agree to use the method, and if the method includes some measure of the relative effects of the fishing industry on the respective municipalities in the area.

This application packet contains the instructions and forms applying under:

#### • STANDARD METHOD

#### ALTERNATIVE METHOD

The chart on the following page summarizes the process for these two methods.



## FY 22 Shared Fisheries Business Tax Program Application Instructions

## **STANDARD METHOD**

- In the standard method application process each municipality determines and documents the cost to the municipality of fisheries industry significant effects suffered by the community in 2020.
- Details for each of these effects are submitted by municipalities using the Declaration of Significant Effects application forms provided on the following pages.
- The municipality must also submit an approved resolution by the governing body certifying that the information submitted in the application is correct and complete. A sample resolution is included in this packet.
- The department will review the applications and determine if the significant effects submitted are valid.
- Once the effects have been established for each of the municipalities in a Fisheries Management Area, the department will calculate the funding allocation for each municipality using the following formula:

<u>One half</u> of the funding available within an FMA is divided up among participating municipalities on the basis of the relative <u>dollar amount of impact</u> in each municipality. The <u>other half</u> of the funding available to that area is divided equally among all eligible municipalities.

## **Guidelines for Completing the Declaration of Significant Effects Forms**

**Some important definitions:** The Shared Fisheries Business Tax Program provides for a sharing of State Fisheries Business Tax with municipalities that can demonstrate they suffered *significant effects* during the *program base year* from *fisheries business activity* in their respective fisheries management area.

For the purposes of this program, "fisheries business activity" means:

- activity related to fishing, including but not limited to the catching and sale of fisheries resources;
- activity related to commercial vessel, moorage and gear maintenance;
- activity related to preparing fisheries resources for transportation; and,
- activity related to processing fisheries resources for sale by freezing, icing, cooking, salting, or other method and includes but is not limited to canneries, cold storages, freezer ships, and processing plants.

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And, "significant effects" means:

- municipal expenditures during the program base year demonstrated by the municipality to the department to be reasonable and necessary that are the result of fisheries business activities on the municipality's:
  - population;
  - employment;
  - finances;
  - air and water quality;
  - fish and wildlife habitats; and,
  - ability to provide essential public services, including health care, public safety, education, transportation, marine garbage collection and disposal, solid waste disposal, utilities, and government administration.

And, "program base year" means:

• calendar year 2020.

A municipality does not need to have actual expenditures in 2020 in order to include them as significant effects in the application. If a fishing business activity impacts a municipality in a manner that will result in a cost to the municipality, then the municipality can claim that impact as a significant effect. For example, a municipality's pier might have been damaged by an improperly docked fish processing vessel. The municipality might not have the funds to repair the pier during 2020, but the municipality has obtained final engineering estimates for the cost of repairs. In this case, the municipality could declare the repair cost estimates as significant effects on their application. However, these costs may not be claimed again if the municipality subsequently expended the monies to repair the pier at a later date (this would result in a double counting of significant effects).

If a significant effect claimed in the application reflects expenditures that were determined by the municipality to be necessary, but for which the municipality was unable to make an expenditure during the program base year, the application must include a finding by the municipal governing body which documents and clearly describes the procedures and methods by which the need and the estimated cost of such expenditures were determined.

**Only that part of overall community impacts which are directly attributable to fishing business activity should be included as significant effects in the application.** For example, a municipality water supply system may be impacted by the fresh water needs of the local fishing fleet and fish processing facilities. However, a municipality in this situation should not claim the entire cost of operating or maintaining the water system as a "significant effect" for the purposes of this program. In this case, the municipality must determine and document its estimate of the share of the use, and "wear and tear," of the water system that can reasonably be attributed to fisheries business activity. A place is provided on the *Declaration* of *Significant Effects* forms for municipalities to explain how they arrived at such estimates.

**Examples of eligible significant effects.** The kinds of negative effects which a municipality might possibly claim to have suffered are many. It is the responsibility of each municipality to describe, document and justify its particular claims of negative impacts during 2020 resulting from fisheries

business activities. For the purposes of this program, all significant effects must be presented in terms of expenditures of municipal funds, either actual or determined necessary. For example, a sudden population increase of 1,000 people is not in itself a negative effect. It is the demonstrable impacts on the municipality budget of dealing with these extra people that may be considered as significant effects for this program. The following examples represent the kinds of community impacts which are clearly eligible for inclusion in a municipality's *Declaration of Significant Effects* forms.

- a municipality's expenses during 2020 in repairing a dock damaged by a fishing vessel;
- a municipality's costs of hiring extra police, teachers or medical staff to cover periods during 2020 when fish processing workers or fishing crew and their families expanded the municipality's population;
- a municipality's 2020 loan which was used to improve the municipality's water system to meet increased demands for fresh water by local fish processors. Only that part of the debt service which can be directly attributable to supporting the fishing industry may be counted as a significant effect.
- special expenditures made by a municipality during 2020 to assist or help re-train workers who lost their jobs in the fishing industry because of a downturn in fishing activity;
- a municipality's expenditures for operating and maintaining harbor facilities during 2020;
- operating and maintaining a municipality's water and sewer system or landfill during 2020 that is directly attributable to the fishing industry.

#### Examples of events which are not eligible to be significant effects

The following are examples of municipal expenditures or events which are **not eligible** for inclusion in a *municipality's Declaration of Significant Effects* forms:

- Municipal expenditures that occurred before or after 2020 which are the result of fishing business activities;
- Revenues which a municipality did not receive during 2020 because of a downturn in local fishing business activity.

If you're not sure whether an event is a valid "significant effect" or not, contact DCCED.

## Instructions for Completing the Standard Method Application

The completed standard method application submitted by each municipality will contain three elements:

- a set of *Declaration of Significant Effects* forms (one separate form for each significant effect claimed by the municipality). <u>Three copies of this form are included in the application- please</u> <u>make as many additional copies of this form as you need.</u>
- a *Cover Page* that provides the total number and cost of the significant effects claimed by the municipality.
- an *approved resolution by* the governing body adopting the application as true and correct. A sample resolution is included in the application.

## Instructions for the Cover Page/Summary

The *Cover Page* must be completed and submitted as part of the application. This form summarizes the information found in the application. The number of significant effects claimed should be equal to the number of *Declarations* of *Significant Effects* forms submitted with the application and the total dollar amount should equal the sum of all the dollar amounts stated in Part 2 on the *Declarations* of *Significant Effects* forms.

## Instruction for the Resolution form

Municipalities may use this form, or a similar form, to comply with the requirement that the submitted application be certified by the municipality's governing body.

# Submit completed application no later than February 15, 2022, to:

E-mail <u>caa@alaska.gov</u> Subject Line "Municipality Name, FY22, SFBT"

Or

Mail

State of Alaska DCCED Shared Fisheries Business Tax Program 455 3rd Avenue, Suite 140 Fairbanks, Alaska 99701-4737

If you have any questions regarding this program, contact Kimberly Phillips at 451-2718

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FY 22 SHARED FISHERIES BUSINESS TAX PROGRAM	
STANDARD METHOD APPLICATION	
for FMA 18: CENTRAL SOUTHEAST AREA	
Name of Municipality:	
Mailing Address:	
Contact Person:	
Title:	
Phone Number:	
Email Address:	
Total # of Significant Effects Claimed:	
Total \$ of Significant Effects Claimed: \$	
Return with, Declaration of Significant Effects forms, and resolution	
E-mail <u>caa@alaska.gov</u> Subject Line "Municipality Name, FY22, SFBT"	
Or	
Mail State of Alaska DCCED Shared Fisheries Business Tax Program 455 3rd Avenue, Suite 140 Fairbanks, Alaska 99701-4737	
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FY 22 Shared Fisheries Business Tax Program DECLARATION OF SIGNIFICANT EFFECTS FORM (One Separate Form for Each Significant Effect Claimed)		
1. Provide a description of the fisheries business activity which resulted in the significant effect:		
<ol> <li>Total significant effect (municipal expenditure) made necessary during 2020 by the fisheries bus activity listed in #1: \$</li> </ol>	iness	
<ol> <li>Municipal expenditure is: □ actual □ determined necessary (Every municipal expenditure marked "determined necessary" must be supported by a resolution</li> </ol>	)	
4. Describe how the municipal expenditure figure listed under Part 2 was determined:		
5. Is the fisheries business activity part of a larger fiscal impact on the municipality?		
If yes, describe how the fisheries business-related part of the overall fiscal impact was determine	d.	
6. Describe the documentation that supports the municipality's claim of this significant effect (this documentation must be readily available to the department upon request):		
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		FY 22 Shared Fisheries Business Tax Program DECLARATION OF SIGNIFICANT EFFECTS FORM (One Separate Form for Each Significant Effect Claimed)	
	1.	Provide a description of the fisheries business activity which resulted in the significant effect:	
	2.	Total significant effect (municipal expenditure) made necessary during 2020 by the fisheries business activity listed in #1: \$	
	3.	Municipal expenditure is: actual determined necessary (Every municipal expenditure marked "determined necessary" must be supported by a resolution)	
	4.	Describe how the municipal expenditure figure listed under Part 2 was determined:	
	5.	Is the fisheries business activity part of a larger fiscal impact on the municipality?	
t		If yes, describe how the fisheries business-related part of the overall fiscal impact was determined.	
	6.	Describe the documentation that supports the municipality's claim of this significant effect (this documentation must be readily available to the department upon request):	
	*		
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FY 22 Shared Fisheries Business Tax Program DECLARATION OF SIGNIFICANT EFFECTS FORM (One Separate Form for Each Significant Effect Claimed)	
1. Provide a description of the fisheries business activity which resulted in the significant effect:	
<ol> <li>Total significant effect (municipal expenditure) made necessary during 2020 by the fisheries business activity listed in #1: \$</li> </ol>	
3. Municipal expenditure is: actual determined necessary (Every municipal expenditure marked "determined necessary" must be supported by a resolution)	
4. Describe how the municipal expenditure figure listed under Part 2 was determined:	
5. Is the fisheries business activity part of a larger fiscal impact on the municipality?	
If yes, describe how the fisheries business-related part of the overall fiscal impact was determined.	
6. Describe the documentation that supports the municipality's claim of this significant effect (this documentation must be readily available to the department upon request):	
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FY 22 Shared Fisheries Business Tax Program Standard Method Resolution

(City or Borough)

**RESOLUTION NO.** 

# A RESOLUTION CERTIFYING THE FY 22 SHARED FISHERIES BUSINESS TAX PROGRAM APPLICATION TO BE TRUE AND CORRECT

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY 22 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2020 from fisheries business activities; and

WHEREAS, the Department of Commerce, Community, and Economic Development has prepared specific application forms for the purpose of presenting the municipality's claims as to the significant effects suffered by the municipality during calendar year 2020; and

WHEREAS, 3 AAC 134.100 requires the governing body of the municipality to include with the municipality's FY 22 program application an approved resolution certifying the information contained in the application to be true and correct;

#### NOW THEREFORE BE IT RESOLVED THAT:

Theby this resolution ce (Governing Body)	rtifies the information contained in
(Governing Body)	
(City or Borough)	
FY22 Shared Fisheries Business Tax Program Application to be true	
PASSED AND APPROVED by a duly constituted quorum of the	this
day of, 20	(Governing Body)
SIGNED Mayor	
ATTEST Clerk	
159	

## FY 22 Shared Fisheries Business Tax Program Application Instructions

## **ALTERNATIVE METHOD**

- In the alternative method application process all municipalities in a fisheries management area may work together to develop an alternative allocation formula for distributing the available program funding among municipalities in the area. It is advised that the Department of Commerce be consulted during this process if the municipalities have questions or concerns about what constitutes an acceptable alternative to the standard allocation method.
- All the municipalities in an area must reach an agreement in writing on an alternative allocation formula.
- By January 15, the department must receive the proposed alternative method. If the alternative method is not acceptable, the department will work with the municipalities to resolve the problems.
- If the municipalities in an area fail to satisfy the department regarding the acceptability of the alternative allocation method proposed, then each municipality in the region must return to the standard application process and submit separate applications as required by that process.
- If the department finds the alternative allocation method satisfactory, each municipality must then complete an alternative method application consisting of a cover page and resolution. The resolution must be adopted by the governing body and it must clearly describe the approved alternative allocation method within that area. After all alternative method applications within an area have been received and approved; the department will perform the allocations and distribute program funds.

## Instructions for Alternative Method Application

In the alternative method application, an approved resolution constitutes the application. No other forms need to be submitted. A sample resolution has been attached for your use.

## **General Guidelines for Developing an Alternative Allocation Method**

All municipalities in a fisheries management area must agree on the alternative method: There must be unanimous agreement among all eligible municipalities in a fisheries management area with regard to alternative allocation methods. It is the responsibility of community leaders in the area to work together to negotiate an alternative which is acceptable to all municipalities. The department may be consulted at any time regarding what kinds of formula approaches are considered acceptable by the department.

Alternative methods must incorporate some measure of the relative significant effects experienced by the respective municipalities in the area. The measure of significant effects may take many forms. One area might agree to use the number of commercial fishing boat visits-per-year per community as a measure of significant effects. Another area might use the linear foot-length of public docks as a measure. Another area might use community population figures as an indication of the significant effects of fisheries business activity. Another area might share one half of the funding equally between the respective municipalities and share the other half based upon community population figures. Areas may decide to use one measure or may use a combination of measures.

## Submit your completed application no later than February 15, 2022 to:

E-mail <u>caa@alaska.gov</u> Subject Line "Municipality Name, FY22, SFBT"

## Or

Mail

State of Alaska DCCED Shared Fisheries Business Tax Program 455 3rd Avenue, Suite 140 Fairbanks, Alaska 99701-4737

If you require assistance in completing this application, contact Kimberly Phillips at 451-2718.

FY 22 SHARED FISHERIES BUSINESS TAX PROGRAM	ltem e.
ALTERNATE METHOD APPLICATION	
For	
<b>FMA 18: CENTRAL SOUTHEAST AREA</b>	
Name of Municipality: City and Borough of Wrangell, AK	
Mailing Address: P.O. Box 531	
Wrangell, AK 99929	
Contact Person: Mason Villarma	
Title: Finance Director	
Email Address: MfVillarma@Wrangell.Com	
Phone Number: $(360)$ 981-1010 or (917) 874 - 2381	
Return with resolution	
	1
E-mail <u>caa@alaska.gov</u> Subject Line "Municipality Name, FY22, SFBT"	
Or	
Mail	
State of Alaska DCCED	
Shared Fisheries Business Tax Program	
455 3rd Avenue, Suite 140 Fairbanks, Alaska 99701-4737	

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1642** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND AND TRANSFERRING \$19,292 FROM GENERAL FUND RESERVES TO FINANCE DEPARTMENT SALARIES AND WAGES AND TRANSFERING \$7,287 FROM GENERAL FUND RESERVES TO THE FINANCE DEPARTMENT PERSONNEL BENEFITS ACCOUNT

SUBMIT	<u>FED BY:</u>	FISCAL NOTE: Expenditure Required: \$XXX Total					
Mason Vil	larma, Finance Director	FY 21: \$0         FY 22: \$26,579         FY23: \$0					
		Amount Budgeted:					
		FY22 0					
		Account Number(s):					
<u>Reviews</u>	s/Approvals/Recommendations	11000-003-6001					
		11000-003-6100					
	Commission, Board or Committee	Account Name(s):					
Nama(a)		Salaries and Wages Finance					
Name(s)		Personnel Benefits Finance					
Name(s)		Unencumbered Balance(s) (prior to					
	Attorney	expenditure):					
	Insurance	\$0					

ATTACHMENTS: 1. Resolution No. 12-21-1642

## RECOMMENDATION MOTION:

Move to Approve Resolution No. 12-21-1642.

## **SUMMARY STATEMENT:**

Property tax and sales tax are among the City and Borough of Wrangell's most vital revenue streams. With the lack of resources in the Finance Department, progress on protecting and growing these revenue streams has been limited in years past.

With respect to sales tax, remittances have been backlogged for months, there has been no accountability and oversight of nonpayers, and no notices have been sent to sales tax payers to remind them of payments coming due. These deficiencies largely stem from the lack of personnel in the finance department. Currently, our Accounting Generalist is tasked with complex accounting treatment, payroll, human resources, IT, sales tax, property tax, reconciliations, bank deposits, and numerous other technical accounting tasks. This is too much responsibility for this role alone and as a result, we as a Borough have neglected to secure our sales tax revenue stream. Also, because limited time is spent processing and tracking sales tax returns, it is near impossible to conduct sales tax audits on an annual basis –a goal for the department this next fiscal year.

The same themes hold true for property tax. The strain on the Accounting Generalist role has inhibited him from being able to process property tax payments timely, notify delinquent taxpayers, help facilitate and improve the assessment process, and largely secure our property tax revenue stream.

With a Property and Sales Tax Accounting Clerk, we can have a dedicated professional constantly processing tax remittances, notifying payers of deadlines and improve processes so we can maximize each respective revenue stream and ensure there is equity as well.

Specifically, the proposed Property and Sales Tax Accounting Clerk would have the following responsibilities:

- 1) Sale tax remittance processing and filing
- 2) Property tax payment processing
- 3) Preparing tax penalty and interest assessments for delinquent accounts
- 4) Keep diligent records of filing status using a summary workbook for both property tax and sales tax
- 5) Help facilitate the sales tax audit process with our external auditors
- 6) Execute the foreclosure process that has been neglected for years
- 7) Help facilitate the property tax assessment process by tracking building permits, land improvements and other activities that influence property assessments
- 8) Aid the Finance Director in streamlining payment options for tax payments
- 9) Cross train and assist in roles of the Utilities and AP Clerk

The Property and Sales Tax Accounting Clerk will bring more value to the Borough year over year when compared to the cost of the actual position itself. Increased oversight, assessment of penalties and interest, and conducting audit and property assessments more effectively will bring an exceptional amount of value to the Borough at large.

#### CITY AND BOROUGH OF WRANGELL

#### RESOLUTION No. 12-21-1642

RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND AND TRANSFERRING \$19,292 FROM GENERAL FUND RESERVES TO FINANCE DEPARTMENT SALARIES AND WAGES AND TRANSFERING \$7,287 FROM GENERAL FUND RESERVES TO THE FINANCE DEPARTMENT PERSONNEL BENEFITS ACCOUNT

WHEREAS, the Finance Department has demonstrated a critical need for a full-time Property and Sales Tax profession; and

WHEREAS, it is necessary to amend the budget to reflect the total compensation cost for the six month impact this position will have in FY 2022; and

WHEREAS, the City & Borough of Wrangell has established a permanent full-time job description for the Property and Sales Tax Accounting Clerk.

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

Section 1: The FY 2022 Budget in the General Fund is amended to authorize an increase of expenditure in the Finance Department Salaries and Wages account (11000-003-6001), in the amount of \$19,292.

Section 2: The FY 2022 Budget in the General Fund is amended to authorize an increase of expenditure in the Finance Department Personnel Benefits account (11000-003-6100), in the amount of \$7,287.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 14<sup>th</sup> DAY OF DECEMBER, 2021.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION 12-21-1643** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA CREATING THE PROPERTY AND SALES TAX ACCOUNTING CLERK JOB DESCRIPTION WITHIN THE FINANCE DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

<u>SUBMITT</u>	<u>'ED BY:</u>	FISCAL NOTE:					
		<b>Expenditure Required:</b> \$0					
M		FY 21: \$0	FY 22: \$0	FY23: \$0			
Mason VIIIa	arma, Finance Director			·			
		Amount	Budgeted:				
		F	Y22 \$0				
		Account Number(s):					
Reviews	/Approvals/Recommendations	11000 003 6001 00 00000					
		11000 003 6100 00 00000					
	Commission, Board or Committee	Account Name(s):					
Name(s)		n	/a				
Name(s)		Unencumbered Balance(s) (prior to					
	Attorney	expenditure):					
	Insurance	\$0					

<u>ATTACHMENTS:</u> 1. Res 12-21-1643. 2. Property and Sales Tax Clerk Job Description 3. Non-union W&G Table

## **RECOMMENDATION MOTION:**

Move to Approve Resolution 12-21-1643.

## **SUMMARY STATEMENT:**

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Property tax and sales tax are among the City and Borough of Wrangell's most vital revenue streams. With the lack of resources in the Finance Department, progress on protecting and growing these revenue streams has been limited in years past.

With respect to sales tax, remittances have been backlogged for months, there has been no accountability and oversight of nonpayers, and no notices have been sent to sales tax payers to remind them of payments coming due. These deficiencies largely stem from the lack of personnel in the finance department. Currently, our Accounting Generalist is tasked with complex accounting treatment, payroll, human resources, IT, sales tax, property tax, reconciliations, bank deposits, and numerous other technical accounting tasks. This is too much responsibility for this role alone and as a result, we as a Borough have neglected to secure our sales tax revenue stream. Also, because limited time is spent processing and tracking sales tax returns, it is near impossible to conduct sales tax audits on an annual basis –a goal for the department this next fiscal year.

The same themes hold true for property tax. The strain on the Accounting Generalist role has inhibited him from being able to process property tax payments timely, notify delinquent taxpayers, help facilitate and improve the assessment process, and largely secure our property tax revenue stream.

With a Property and Sales Tax Accounting Clerk, we can have a dedicated professional constantly processing tax remittances, notifying payers of deadlines and improve processes so we can maximize each respective revenue stream and ensure there is equity as well.

Specifically, the proposed Property and Sales Tax Accounting Clerk would have the following responsibilities:

- 1) Sale tax remittance processing and filing
- 2) Property tax payment processing
- 3) Preparing tax penalty and interest assessments for delinquent accounts
- 4) Keep diligent records of filing status using a summary workbook for both property tax and sales tax
- 5) Help facilitate the sales tax audit process with our external auditors
- 6) Execute the foreclosure process that has been neglected for years
- 7) Help facilitate the property tax assessment process by tracking building permits, land improvements and other activities that influence property assessments
- 8) Aid the Finance Director in streamlining payment options for tax payments
- 9) Cross train and assist in roles of the Utilities and AP Clerk

The Property and Sales Tax Accounting Clerk will bring more value to the Borough year over year when compared to the cost of the actual position itself. Increased oversight, assessment of penalties and interest, and conducting audit and property assessments more effectively will bring an exceptional amount of value to the Borough at large.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION No. <u>12-21-1643</u>

#### A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL, ALASKA CREATING THE PROPERTY AND SALES TAX ACCOUNTING CLERK JOB DESCRIPTION WITHIN THE FINANCE DEPARTMENT AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

WHEREAS, the City & Borough of Wrangell has historically hired temporary staff in the finance department to perform procedures related to property and sales tax filings; and

WHEREAS, the Finance Department currently has a critical need for a permanent fulltime staff member to perform property and sales tax procedures daily; and

WHEREAS, it is important to have a permanent full-time staff member process and facilitate tax collections so that accurate and timely financial information may be generated to make critical decisions regarding to the Borough's tax revenue streams; and

WHEREAS, all positions within the City & Borough of Wrangell should have a job description; and

WHEREAS, the rate of pay for this full-time position is proposed at a Grade 13, Step 1 on the Permanent Non-Union Wage and Grade Table at a rate of \$18.55; and

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

Section 1. The attached job description describes the duties, responsibilities, and qualifications for the permanent position of Property and Sales Tax Accounting Clerk.

Section 2. The attached Non-Union Wage & Grade table is amended to reflect the permanent full-time position of Property and Sales Tax Accounting Clerk.

Section 3. The job description for the Property and Sales Tax Accounting Clerk will become effective immediately upon passage and approval of this resolution.

Section 4. The rate of pay for this temporary position is \$18.55/hr. It is a benefitted position.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 14<sup>TH</sup> DAY OF DECEMBER, 2021.

## **CITY & BOROUGH OF WRANGELL**

Stephen Prysunka, Mayor

ATTEST: \_

Kim Lane, Borough Clerk

#### Permanent Non-exempt Employee Pay Plan, City and Borough of Wrangell, Hourly Compensation 7 8 9

10

11

old step

6

ltem g.

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

12

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Finance Director Electrical Superintendent

Police Chief

Deputy Borough Manager

Director of Public Works & Capital Projects

15

#### Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation 13 old step 6 7 8 9 10 11 12

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

Harbormaster

Director

Economic Development

25

28

Civic Center Manager 19

24 Library Director Parks & Recreation Director

Fire Chief Nolan Center Director

Temporary/Part-time/Seasonal Employees

Hourly Compensation

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

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

#### Actual Temp Rates, Calendar Year 2021

ctual it	mp nates, can		21										
	1	2	3	4	5	6	7	8	9	10	11	12	13
1	10.34	10.64	10.94	11.24	11.54	11.84	12.14	12.44	12.74	13.04	13.34	13.64	13.94
3	11.04	11.34	11.64	11.94	12.24	12.54	12.84	13.14	13.44	13.74	14.04	14.34	14.64
4	12.04	12.34	12.64	12.94	13.24	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64
5	13.04	13.34	13.64	13.94	14.24	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64
6	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14
7	14.04	14.34	14.64	14.94	15.24	15.54	15.84	16.14	16.44	16.74	17.04	17.34	17.64
8	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64	16.94	17.24	17.54	17.84	18.14
9	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14	17.44	17.74	18.04	18.34	18.64
11	16.54	16.84	17.14	17.44	17.74	18.04	18.34	18.64	18.94	19.24	19.54	19.84	20.14
		1	Lifeguard Recreation Ass Theater Sales			5	Park Mainter Park Mainter			8 9	Museum Cler Maintenance		
		3	Head Lifeguar	d		9	Library Assista	ant I		11	Theater Man	ager	
70		4	Sales Assistan Laborer	t		7	Clerical Assis	tant					

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1644** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE IMLS FEDERAL GRANT REVENUE FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$14,040

SUBMITT	ED BY:	FISCAL NOTE:					
		Expen	<u>diture R</u>	equired: \$XXX	Total		
Margaret V	'illarma, Librarian	FY 21:	\$	FY 22: \$14,040.00	FY23: \$		
		Amou	nt Budg	eted:			
		FY22 0					
Delte		Accou	nt Numł	per(s):			
<u>Reviews</u>	/Approvals/Recommendations		11170-000-6002				
	Commission, Board or Committee	Accou	nt Name	e(s):			
Name(s)			FEDER	L GRANT REVE	NUE IMLS		
Name(s)		Unenc	umbere	d Balance(s) (j	orior to		
	Attorney	expenditure):					
	Insurance	\$XXX					

ATTACHMENTS: 1. Resolution No. 12-21-1644

## **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 12-21-1644.

## **SUMMARY STATEMENT:**

The Wrangell Cooperative Association applied for funding on behalf of the Irene Ingle Public Library, through the Institute of Museum and Library Services for a temporary part-time position

to assist with the library operations and enhancing services to the public through October 2022. This position can start as soon as feasible, not to exceed 15 hours per week on average with no added benefits. Funding will be reimbursed at the end of the fiscal year.

#### CITY AND BOROUGH OF WRANGELL

#### RESOLUTION No. 12-21-1644

### RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE IMLS FEDERAL GRANT REVENUE FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$14,040

WHEREAS, the Wrangell Cooperative Association applied for funding for a temporary part-time position for the Irene Ingle Public Library in the amount of \$14,040; and

WHEREAS, this grant funding can only be used for temporary assistance at the Irene Ingle Public Library, and

WHEREAS, the Borough Assembly must approve the acceptance of every grant; and

WHEREAS, the City & Borough of Wrangell has established a temporary part-time job description for the Library Assistant I; and

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

<u>Section 1:</u> The FY 2022 Budget in the General Fund is amended to reflect an increase in revenue to account 11170-000-4599, Federal IMLS Grant Revenue in the amount of \$14,040.

<u>Section 2:</u> The FY 2022 Budget in the General Fund is amended to authorize an increase expenditure from account 11170-000-6002, Grant Expenditures in the amount of \$14,040.

<u>Section 3:</u> This funding is restricted to expenditures only for the Temporary Part-Time Position of Library Assistant I of the Irene Ingle Public Library.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS  $14^{\rm th}$  DAY OF DECEMBER.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

Item h.

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1645** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, APPROVING THE TEMPORAY PART-TIME LIBRARY ASSISTIANT I JOB DESCRIPTION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

SUBMITT	<u>'ED BY:</u>	<b>FISCAL NOTE:</b> <b>Expenditure Required:</b> \$XXX Total					
Margaret V	/illarma, Librarian	EV 22.			FY23: \$		
		Amount Budgeted:					
		FY22 0					
Devieves	/Annovala/Decommondationa	Account Number(s):					
<u>Reviews</u>	/Approvals/Recommendations	11170-000-6002					
	Commission, Board or Committee	Αссоι	int Nam	e(s):			
Name(s)			FEDE	RL GRANT REVE	NUE IMLS		
Name(s)		Unen	cumbere	ed Balance(s) (j	prior to		
	Attorney	expenditure):					
	Insurance	\$XXX					

<u>ATTACHMENTS:</u> 1. Resolution No. 12-21-1645, 2. Temporary Part-Time Job Description for Library Assistant I.

## **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 12-21-1645.

## **SUMMARY STATEMENT:**

This job description is being added to the Non-union Wage and Grade Table since there is no temporary job position listed on the table that would meet the requirements for the Library. There is a Library Assistant I position that is listed as permeant however, this position is temporary.

The Wrangell Cooperative Association applied for funding on behalf of the Irene Ingle Public Library, through the Institute of Museum and Library Services for a temporary part-time position to assist with the library operations and enhancing services to the public through October 2022. This position can start as soon as feasible, not to exceed 15 hours per week on average with no added benefits. Funding will be reimbursed at the end of the fiscal year.

Item i.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION No. <u>12-21-1645</u>

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE TEMPORAY PART-TIME LIBRARY ASSISTIANT I JOB DESCRIPTION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

WHEREAS, the Wrangell Cooperative Association applied for funding for a temporary part-time position for the Irene Ingle Public Library in the amount of \$14,040; and

WHEREAS, the City & Borough of Wrangell has established a temporary part-time job description for the Library Assistant I to fill this role on a temporary basis and will not exceed past November 2022; and

WHEREAS, all positions, including temporary, within the City & Borough of Wrangell should have a job description; and

WHEREAS, the rate of pay for this temporary position is proposed at a Grade 9, Step 11 on the Temp Non-Union Wage and Grade Table at a rate of \$18.04 per hour.

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

<u>Section 1</u>. The attached job description which describes the duties, responsibilities, and qualifications for the temporary position of Library Assistant I.

Section 2. The attached Non-Union Wage & Grade table is amended to reflect the temporary position of Library Assistant I.

<u>Section 3.</u> The job description for the temporary Library Assistant I will become effective immediately upon passage and approval of this resolution.

Section 4. The rate of pay for this temporary position is \$18.04/hr. It is a nonbenefitted position.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 14th DAY OF DECEMBER, 2021.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Borough Mayor

ATTEST: \_\_\_

Kim Lane, MMC, Borough Clerk

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

Item i.

old step	6	7	8	9	10	11	12	13	14	15			
Grade	Step	→											
*	1	2	3	4	5	6	7	8	9	10	11	12	13
8	14.96	15.26	15.55	15.84	16.14	16.44	16.76	17.09	17.41	17.74	18.08	18.43	18.78
9	15.62	15.91	16.21	16.52	16.85	17.17	17.49	17.82	18.16	18.52	18.88	19.24	19.61
10	16.32	16.65	16.98	17.32	17.67	18.02	18.38	18.75	19.12	19.50	19.89	20.29	20.70
11	17.03	17.37	17.73	18.08	18.44	18.81	19.19	19.57	19.96	20.36	20.77	21.19	21.61
12	17.73	18.07	18.42	18.78	19.14	19.50	19.87	20.27	20.66	21.05	21.46	21.87	22.29
13	18.55	18.90	19.26	19.63	20.00	20.40	20.79	21.19	21.59	22.02	22.45	22.88	23.32
14	19.38	19.75	20.14	20.53	20.92	21.32	21.74	22.16	22.58	23.01	23.46	23.91	24.37
15	20.28	20.69	21.10	21.52	21.95	22.39	22.84	23.30	23.76	24.24	24.72	25.22	25.72
16	21.18	21.58	22.01	22.43	22.86	23.30	23.77	24.22	24.68	25.16	25.65	26.15	26.66
17	22.17	22.59	23.02	23.47	23.93	24.39	24.86	25.36	25.85	26.35	26.86	27.38	27.91
18	23.19	23.65	24.10	24.56	25.03	25.53	26.02	26.52	27.05	27.57	28.11	28.66	29.22
21	26.43	26.96	27.48	28.01	28.56	29.12	29.68	30.26	30.85	31.44	32.05	32.68	33.32
23	28.55	29.11	29.67	30.25	30.84	31.43	32.06	32.68	33.31	33.97	34.63	35.31	36.00
25	30.94	31.54	32.17	32.79	33.42	34.09	34.75	35.44	36.13	36.84	37.56	38.30	39.05
26	32.22	32.84	33.48	34.14	34.80	35.49	36.18	36.89	37.61	38.34	39.09	39.86	40.64
		8	Custodian			14	Dispatch/Corr	ections Officer			18	Administrative	e Assistant - Poli
												Corrections Se	rgeant
		9	Library Assista	ant I		15	Public Works	Administrative	Assistant			Firemedic/Tra	iner
												Accounting Ge	neralist/Techni
		12	DMV Assistant	t		17	Police Officer	Recruit					
			Recreation Co	ordinator			Accounting Cl	erk II			21	Police Officer	Probationary
			Library Assista	ant II									
			Nolan Center	Attendant - M	useum Collecti	on					23	Police Officer	
			Nolan Center	Coordinator									
		13	Accounting Cle								25	Police Sergear	it
			Utility Account	ts Clerk									
											26	Police Lieuten	ant

#### Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation old step 6 7 8 9 10 11 12

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

Harbormaster

Director

Economic Development

25

28

30

35

Finance Director Electrical Superintendent

Police Chief

Director of Public Works & Capital Projects

Deputy Borough Manager

19 Civic Center Manager

24 Library Director Parks & Recreation Director Fire Chief

Nolan Center Director

Temporary/Part-time/Seasonal Employees

Hourly Compensation

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

Grade Step -

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

#### Actual Temp Rates, Calendar Year 2021

luar re													
	1	2	3	4	5	6	7	8	9	10	11	12	13
1	10.34	10.64	10.94	11.24	11.54	11.84	12.14	12.44	12.74	13.04	13.34	13.64	13.94
3	11.04	11.34	11.64	11.94	12.24	12.54	12.84	13.14	13.44	13.74	14.04	14.34	14.64
4	12.04	12.34	12.64	12.94	13.24	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64
5	13.04	13.34	13.64	13.94	14.24	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64
6	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14
7	14.04	14.34	14.64	14.94	15.24	15.54	15.84	16.14	16.44	16.74	17.04	17.34	17.64
8	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64	16.94	17.24	17.54	17.84	18.14
9	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14	17.44	17.74	18.04	18.34	18.64
11	16.54	16.84	17.14	17.44	17.74	18.04	18.34	18.64	18.94	19.24	19.54	19.84	20.14
		1	Lifeguard Recreation Ass Theater Sales			5	Park Mainten Park Mainten			8 9	Museum Cler Maintenance		
		3	Head Lifeguare	d		9	Library Assista	int l		11	Theater Mana	ager	
		4	Sales Assistant Laborer	t		7	Clerical Assist	tant					

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1646** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND BY ACCEPTING THE EASY ARPA GRANT IN THE AMOUNT OF \$5,916 AND AUTHORIZING ITS EXPENDITURE FOR THE PURCHASE OF A NEW TESTING COMPUTER WORKSTATION AND THE PURCHASE OF LIBRARY BOOKS

		_					
<u>SUBMITT</u>	ED BY:	FISCAL NOTE:					
		Expend	diture Required: \$XXX Total				
		FY 21: 3	\$ FY 22: \$5,916 FY23: \$				
Margaret V	illarma, Librarian		· · ·				
		Amour	ıt Budgeted:				
		FY22 0					
		Accour	nt Number(s):				
Doviouro	(Annyousla / Decommondations	11170-000-4000					
<u>Reviews</u>	Approvals/Recommendations	11170-000-7120					
			11170-000-7503				
	Commission, Board or Committee	Accour	nt Name(s):				
Name(s)			FEDERL GRANT REVENUE IMLS				
Name(s)		Unencumbered Balance(s) (prior to					
Attorney		expenditure):					
	Insurance		\$XXX				

ATTACHMENTS: RES 12-21-1646.

## **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 12-21-1646.

## **SUMMARY STATEMENT:**

The Library Department applied for the Easy ARPA Grant through the Alaska State Library this fall. The Library was subsequently awarded grant funds in the amount of \$5,916.00. The grant provides

that \$2,500 of the grant can be used to purchase library books and the excess of funds can be used for Library computers and equipment. The Resolution proposed is to properly accept the funds and authorize them for its expenditure, while also increasing revenue that was not budgeted previously.

#### CITY AND BOROUGH OF WRANGELL

#### RESOLUTION No. 12-21-1646

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND BY ACCEPTING THE EASY ARPA GRANT IN THE AMOUNT OF \$5,916 AND AUTHORIZING ITS EXPENDITURE FOR THE PURCHASE OF A NEW TESTING COMPUTER WORKSTATION AND THE PURCHASE OF LIBRARY BOOKS

WHEREAS, the City and Borough of Wrangell applied for the Easy ARPA Grant through the Alaska State Library; and

WHEREAS, the Borough was awarded the grant in the amount of \$5,916 on November 2, 2021; and

WHEREAS, all awarded grants should be accepted by the Assembly and the Budget should be amended to reflect the increase in revenue and authorized expenditure.

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

Section 1: The FY 2022 in the General Fund is amended to authorize an increase in revenue in the amount of \$5,916 to account 11170-000-4000.

<u>Section 2:</u> The FY 2022 Budget in the General Fund is amended to authorize an increase expenditure from account 11170-000-7120 Library Book Expenditures in the amount of \$2,500.

<u>Section 3:</u> The FY 2022 Budget in the General Fund is amended to authorize an increase expenditure from account 11170-000-7503 Library Equipment Expenditures in the amount of \$3,416.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 14th DAY OF DECEMBER, 2021.

**CITY & BOROUGH OF WRANGELL** 

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

	DATE:	December 14, 2021
AGENDA ITEM TITLE:	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1647** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM THE MEYERS CHUCK RESERVE ACCOUNT TO THE MEYERS CHUCK HARBOR REPLACEMENT CAPITAL PROJECT ACCOUNT IN THE AMOUNT OF \$250,253 AND AUTHORIZING ITS EXPENDITURES

SUBMITT	ED BY:	FISCAL NOTE:			
			ditu	ire Required: \$250,	253
		FY 21: FY 22: \$250,253 FY23:			FY23:
Ambor Al-F	Jaddad Capital Facilities Director				
Amber Al-Haddad, Capital Facilities Director			nt B	udgeted:	
		\$0			
		Account Number(s):			
Roviows	/Approvals/Recommendations	74110-000-1003-92-0000 (Revenue)			
<u>Neviews</u>	Approvais/ Recommendations	74300-420-9999-00-74005			
		(Expense)			
	Commission, Board or Committee	Accou	nt N	lame(s):	
Name(s)			Μ	eyers Chuck Harbor	Replacement
Name(s)		Unenc	um	bered Balance(s) (p	prior to
	Attorney	expenditure):			
	Insurance			655,309.78 Meyers Ch 12/6/2021	uck Reserves as

<u>ATTACHMENTS:</u> 1. Resolution No. 12-21-1647; 2. Proposed FY22 Capital Project for Meyers Chuck Harbor Replacement Design; 3. Meyers Chuck Harbor Replacement Project Cost Estimate

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 12-21-1647.

#### **SUMMARY STATEMENT:**

The community of Meyers Chuck, located in the Wrangell Borough, is accessible only by float plane or boat. The natural, well-protected harbor has long been a shelter for fishing boats caught in the stormy waters of Clarence Strait.





After Meyers Chuck became a part of the Wrangell Borough, the Borough received funds from the State of Alaska to assume ownership of the dock, which is now close to a 57 year old wooden float structure with 37 year old steel pilings. The dock infrastructure has been in a poor and deteriorated condition for many years and needs to be replaced.

Earlier this year, Borough staff, administration, and Assembly members traveled to Meyers Chuck to meet with residents and assess the condition of their mooring and airplane floats. Following that visit, Meyers Chuck residents were reimbursed for expenses they incurred to keep the sinking dock afloat, and a replacement airplane float was recently installed to ensure emergency life and safety needs were met for the residents.

To move the dock replacement effort further forward, staff have developed, with the help from PND Engineers, a cost estimate for an in-kind replacement of the Meyers Chuck Harbor. A copy of that project cost estimate is attached. The Meyers Chuck Reserve has an appropriate level of funds available to advance the Meyers Chuck Harbor Replacement project to a shovel-ready status by completing the permitting and engineering design for future priority consideration of federal infrastructure investment funding under port infrastructure programs.

Resolution 12-21-1647 is before the Assembly to amend the FY 2022 budget in the Ports and Harbor Fund by moving \$250,253 from the Port and Harbor Reserves for Meyers Chuck into the Capital Budget for this engineering project.

### CITY AND BOROUGH OF WRANGELL, ALASKA

### RESOLUTION NO. 12-21-1647

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM THE MEYERS CHUCK RESERVE ACCOUNT TO THE MEYERS CHUCK HARBOR REPLACEMENT CAPITAL PROJECT ACCOUNT IN THE AMOUNT OF \$250,253 AND AUTHORIZING ITS EXPENDITURES

WHEREAS, the Wrangell Borough Assembly has requested that capital projects be identified for advancing to shovel-ready status; and

WHEREAS, the Wrangell Borough assumed ownership, from the State of Alaska, of the Meyers Chuck Harbor, a 57-year-old wooden float and 37-year-old steel piling infrastructure which has been in a poor condition for many years and needs to be replaced; and

WHEREAS, the Meyers Chuck Reserve has an appropriate level of funds available to advance the Meyers Chuck Harbor Replacement project to a shovel-ready status by completing the permitting and engineering design for future priority consideration of federal infrastructure investment funding under the port infrastructure programs; and

WHEREAS, the City and Borough of Wrangell will amend the FY 2022 budget in the Port and Harbor Fund by transferring funds from the Meyers Chuck Reserve to the Meyers Chuck Harbor Replacement project for permitting and engineering design services in the amount of \$250,253.

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

<u>Section 1</u>: The FY 2022 budget in the Ports and Harbor Fund is amended by transferring \$250,253 from the Meyers Chuck Reserve account to the Meyers Chuck Harbor Replacement project and authorizing its expenditure for permitting and engineering design.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 14<sup>th</sup> Day of December 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk

# MEYERS CHUCK FLOAT REPLACEMENT ROM BUDGET ESTIMATE November 16, 2021

Item Description	Units	Quantity	Unit Cost	Amount
Mobilization	LS	All Reqd	15%	\$247,864
Demolition and Disposal	LS	All Reqd	\$75,000	\$75,000
Contingent Work - Temporary Float Storage	LS	All Reqd	\$20,000	\$20,000
Construction Surveying	LS	All Reqd	\$25,000	\$25,000
80ft ADA Compliant Access Gangway	LS	All Reqd	\$125,000	\$125,000
10ft x 350ft Timber Moorage Floats	SF	3,500	\$175	\$612,500
10ft x 50ft Timber Tee Float (to Seaplane Float)	SF	500	\$175	\$87,500
12" Dia Float Mooring Piles	EA	24	\$10,000	\$240,000
Pile Rock Sockets	EA	24	\$15,000	\$360,000
Life Ring Cabinet and Base	EA	5	\$1,500	\$7,500
Fire Cabinet and Base	EA	5	\$2,000	\$10,000
Signs and Assemblies	LS	All Reqd	\$2,500	\$2,500
Supply Anodes 6x6x48	EA	48	\$500	\$24,000
Install Anodes	EA	48	\$600	\$28,800
Anodes Continuity Testing	LS	All Reqd	\$5,000	\$5,000
3-Sided Shelter	LS	All Reqd	\$7,500	\$7,500
ESTIMATED CONSTRUCTION BID PRICE				\$1,878,164
Contingency (15%)				\$281,725
Environmental Permitting, BA, IHA and MMMI	þ			\$100,000
Marine Mammal Observations				\$25,000
Design & Contract Documents (8%)				\$150,253
Contract Administration and Construction Inspe	ction (7%)			\$131,472
TOTAL RECOMMENDED PROJECT BUDGE	ΞT			\$2,566,614

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1648** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY2022 BUDGET BY TRANSFERRING FUNDS FROM THE CARES ACT FUND TO THE AIRPORT RUNWAY LIGHTING BACKUP GENERATOR CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

Reviews/	Approvals	/Recommendations
<u>Iterreror</u>	1100101010	<u>neeeennenaanene</u>

	Commission, Board or Committee
Name(s)	
Name(s)	
	Attorney
	Insurance

Expendi	ture Required: \$80	,000					
FY 20: FY 21: \$80,000 FY22:							
Amount	Budgeted:						
	\$0						
Account	Number(s):						
	11219-000-7519-00	-32021					
Account	Name(s):						
	COVID-19 Contractu	al					
Unencu	nbered Balance(s)	(prior to					
expendi	ture):						
	\$81,002.22						

ATTACHMENTS: 1. Resolution No. 12-21-1648

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 12-21-1648.

#### **SUMMARY STATEMENT:**

Last year the Assembly approved a sole source procurement with NC Machinery (NC Power Systems) for a trailered backup generator to serve the purpose of providing emergency backup power for the Wrangell airport runway lights. That agenda statement indicted that additional project costs would include those related to engineering assistance to provide design for the switch gear and connections and the construction therefore by an electrician. To date, the engineering design is complete, and services were paid with CARES funding and accounted for in the unencumbered balance for the funding stream. The generator product and the electrical construction services have not been procured.

The purpose for this funding is based on Wrangell's Airport being without the capability of powering their runway lights in the event of a power outage affecting their facility. This condition eliminates the ability of aircraft to land between the end of evening civil twilight and the beginning of morning civil twilight in the event of a power outage at the airport.

The Borough has identified this shortfall in community service one of a critical nature in preparing for and responding to Medivac needs related to the COVID-19 pandemic and to overall community resiliency.

The Borough has prioritized providing for emergency backup power for the airport runway lighting with project costs estimated at \$80,000. To move this project forward for generator purchase and electrical construction work, along with additional engineering assistance, a budget amendment allocating funds from the CARES Act grant funding for the work is required under the FY 2022 budget.

Time is of the essence to be able to use the CARES Act grant funding since reimbursements must be complete by December 31, 2021. If the budget amendment is approved, procurements will be issued immediately with terms of advance payment made on the contracts.

# CITY AND BOROUGH OF WRANGELL, ALASKA

### RESOLUTION NO. 12-21-1648

### A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY2022 BUDGET BY TRANSFERRING FUNDS FROM THE CARES ACT GRANT FUND TO THE AIRPORT RUNWAY LIGHTING BACKUP GENERATOR CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Wrangell Airport is without capability of powering their runway lights in the event of a power outage affecting their facility, which eliminates the ability of aircraft to land between the end of evening civil twilight and the beginning of morning civil twilight in the event of a power outage at the airport; and

WHEREAS, the City and Borough of Wrangell has identified this shortfall in community service one of a critical nature in preparing for and responding to Medivac needs related to the COVID-19 pandemic and community resiliency; and

WHEREAS, the City and Borough of Wrangell has prioritized providing for emergency backup power for the airport runway lighting with project costs estimated at \$80,000; and

WHEREAS, it is necessary to amend the FY 2022 Budget by transferring \$80,000 from the CARES Act Fund to over the costs of the Airport Runway Lighting Backup Generator project.

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

<u>Section 1:</u> The FY 2022 Budget in the CARES Act Fund is amended to reflect transferring \$80,000 from CARES Act Grant Fund to the Airport Runway Lighting Backup Generator Capital Project Account and authorizing its expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 14<sup>th</sup> day of December, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, Borough Clerk

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1649** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$30,000 FROM THE INDUSTRIAL CONSTRUCTION FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT

<u>SUBMITT</u>	ED BY:	<b>FISCAL NOTE:</b> <b>Expenditure Required:</b> Total \$30,000			al \$30.000	
Carol Rush Director	more, Economic Development	FY 20: \$		FY 21:	FY22: \$30,000	
		Amount Budgeted:				
		FY22 \$0				
D	Accoun		ount Num	int Number(s):		
<u>Reviews</u>	Approvals/Recommendations	52000 000 7519				
		Account Name(s):				
Name(s)		Professional/Contractual Services of Industrial Construction Funds				
Name(s)		Une	encumber	ed Balance(s)	) (prior to	
	Attorney	expenditure): See Agenda Statement				
	Insurance	Industrial Construction Reserve: \$321,			Reserve: \$321,103	

ATTACHMENTS: 1. Resolution No. 12-21-1649 2. Aerial Map

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 12-21-1649.

# **SUMMARY STATEMENT:**

The City and Borough of Wrangell is considering plans to dispose of the former hospital building and six surrounding parcels associated with the former operations of the facility. A letter of

interest has been submitted to the Borough by a private company interested in purchasing the property for a redevelopment proposal. Regardless of whether the Borough decides to work directly with the interested party, solicit additional development proposals via a prospectus, or put the property(ies) up for auction, an appraisal is required prior to disposal and moving forward.

Staff have contacted two potential appraisal firms to provide a ballpark estimate of the cost of an appraisal of the facility and the adjacent lands. This is necessary to determine whether we could solicit quotes or will be required to issue a Request for Proposal. The budget amendment request is based on an estimated cost after conversations with potential contractors, and upon approval, staff will solicit a formal Request for Appraisal. It is anticipated that the requested \$30,000 budget amendment for appraisal services will cover the hospital facility and land as well as the additional six lots which will be priced individually as an additive alternative for each lot.

Aerial of the properties to be included in the RFP for appraisal services is attached.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### RESOLUTION NO. 12-21-1649

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$30,000 FROM INDUSTRIAL CONSTRUCTON FUND RESERVES TO THE INDUSTRIAL CONSTRUCTION FUND PROFESSIONAL SERVICES ACCOUNT AND AUTHORIZING THE EXPENDITURE FOR APPRAISALS

WHEREAS, the City and Borough of Wrangell is considering plans to dispose of the former hospital building and 6 surrounding parcels; and

WHEREAS, the Borough plans to have a commercial property appraisal performed for these sites, and

WHEREAS, a budget amendment is requested to increase the Professional/Contractual Services Account in the Industrial Construction Fund 52000 000 7519 funds by \$30,000 to cover the cost of expense of the appraisals.

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

Section 1: The FY 2022 Budget is amended to reflect an increase in transfer of funds from the Industrial Construction Fund Reserves in the amount of \$30,000 to the Industrial Construction Fund Professional/Contractual Services account (52000 000 7519) and authorizing its expenditure for appraisal services.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 14<sup>th</sup> Day of December 2021

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

# CITY AND BOROUGH OF WRANGELL, ALASKA





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ch = 100 feet : 12/7/2021 Public Map



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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

Approval of a contract award to Buness Electric in the amount of \$38,448 for the Pool Lighting Replacement Project

FISCAL NOTE: **SUBMITTED BY: Expenditure Required:** \$38,448 FY 21: FY 22: 38,448 FY23: Amber Al-Haddad, Capital Facilities Director **Amount Budgeted:** FY22 \$50,000 Account Number(s): **Reviews/Approvals/Recommendations** 24300-141-9999-00-24003 Commission, Board or Committee Account Name(s): Pool Lighting Replacement Capital Name(s) Fund Name(s) **Unencumbered Balance(s) (prior to** expenditure): Attorney \$50.297.30 Insurance

ATTACHMENTS: 1. Bid Opening Summary for Pool Lighting Replacement project

# **RECOMMENDATION MOTION:**

Move to approve a contract award to Buness Electric in the amount of \$38,448 for the Pool Lighting Replacement project.

**SUMMARY STATEMENT:** 

The City & Borough of Wrangell issued an Invitation to Bid for the construction of the Pool Lighting Replacement project. On December 7, 2021, the CBW received one bid in response to the Invitation to Bid. The apparent lowest, responsive, and responsible bid was received from Buness Electric in the amount of \$38,448.

The scope of this project includes replacing the existing metal halide light fixtures over the pool basin with LED fixtures and replacing the one, primary electrical panel that serves those fixtures.

Funding from the General Fund Reserves, in the amount of \$56,000, was made available for this project. To date approximately \$5,700 has been spent on engineering design and construction bidding advertising. Staff recommend awarding the construction contract to Buness Electric.

\*The City and Borough of Wrangell's procedures for submitting documentation for the purpose of award, involves the withholding of detailed information from each Bidder until an award has been made. The reason for this procedure is that in case all bids are rejected, or the project is rebid, the details of each Bidder's bid should remain confidential between potential competitive bidders.

Bid Opening Date: December 7, 2021 @ 2:00 p.m. - Assembly Chambers Bid Opening Checklist and Tabulation Summary Pool Lighting Replacement

· · · · · · · · · · · · · · · · · · ·	<b>`</b>		 	 		1
Total Based on 5% Local Bidder Preference (if applicable)	7					
Total Bid with Modification	38,4480					
Bid Modification	φ					R. Maddelad.
Bid	38'44 80					Witnessed By: Amley ak Madan
Addenda #1						Witnessed B
Security Bid	7					
Schedule Schedule	$\overline{\ }$				·	
miof bið bengið	>					
Bidder's Name	Buness Electric					Verified By: Thy TOMC

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	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION No. 12-21-1650** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY2022 BUDGET BY TRANSFERRING FUNDS FROM THE SALES TAX, HEALTH, SANITATION, EDUCATION RESERVE TO THE UPPER DAM STABILIZATION ALTERNATIVES ANALYSIS CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:		<b><u>FISCAL NOTE:</u></b> <b>Expenditure Required:</b> \$100,384					
Amber Al-Haddad, Capital Facilities Director		FY 20:         FY 21: \$100,384         FY22:           Project Amount Budgeted:         FY22:					
		\$0					
		Project Account Number(s):					
<u>Reviews/Approvals/Recommendations</u>		72300-302-9999-00-72007					
	Commission, Board or Committee	Project Account Name(s):					
Name(s)		Upper Dam Stabilization Alternatives Analysis					
Name(s)		Monetary Source Name and Unencumbered					
	Attorney	Balance (prior to expenditure):					
	Insurance	Monetary Source: Sales Tax Fund, Health, Sanitation & Education Monetary Source Fund Balance: \$1,960,340 (this is the Consolidated Sales Tax Fund Current Balance)					

ATTACHMENTS: 1. Resolution No. 12-21-1650

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 12-21-1650.

#### **SUMMARY STATEMENT:**

The Borough is under contract with Shannon & Wilson to conduct an Upper Dam Stabilization Alternatives Analysis to weigh the options and determine a preferred approach to performing necessary repairs and improving the dam's stability status to a level greater than minimum requirements according to Corps of Engineer (COE) dam guidelines. The completed alternatives analysis (feasibility study) is expected to place this project in a position of "shovel-ready" status for this critical drinking water infrastructure need.

Through two previous dam seismic studies, one by the USFS and the other by the US Army Corps of Engineers, the two primary concerns identified with the upper dam is: 1) soft support soils, causing foundation instability; and 2) the deteriorating timber crib, causing internal instability.

Upper Dam Stabilization Alternatives Analysis project, Shannon & Wilson began with evaluating methods for stabilizing the Upper Dam. They built a seepage model to use as the parent analysis for the stability model. Starting with the profiles the Corps developed in 2006, they ran into problems with the model in that they could not mimic the measured groundwater levels unless they included a sheet-pile wall at the upstream crib wall to the depth of the crib. We had no evidence, nor did the State Dam safety Office, to suggest that a sheet-pile wall is in place. With further investigation, they concluded it is the rock fill on the downstream side that causes the unexpected water levels. Through their modeling efforts, failures were through the silt at the base of the embankment, which led to concern with soil strengths at the downstream embankment and dam foundation materials, which are the controlling features in stabilizing the dam.

In order to gain an understanding of the strength of the existing foundation and embankment soils, the engineers have recommended a subsurface exploration to measure the soil strengths and inform the outcome of the alternatives analysis. Attached is Shannon & Wilson's latest correspondence and fee proposal for the proposed subsurface soils investigation work. The fee proposal is based on certain assumptions and identifies some unknown conditions that could be encountered during the drilling work.

Administration recommends moving forward with the subsurface exploration to measure the soil strengths and inform further development of the alternatives analysis. Their proposal suggests that the data collected may also be useful in completing a future stabilization design.

Resolution 12-21-1651 approves funding \$100,384 for this work from the Sales Tax, Health, Sanitation & Education account as our dams provide storage for the community's drinking water. With an approval of this budget amendment resolution, an amendment to Shannon & Wilson's Professional Services Agreement will also be required for Assembly approval in order for the work to proceed.

### CITY AND BOROUGH OF WRANGELL, ALASKA

### RESOLUTION NO. <u>12-21-1650</u>

# A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY2022 BUDGET BY TRANSFERRING FUNDS FROM THE SALES TAX, HEALTH, SANITATION, EDUCATION RESERVE TO THE UPPER DAM STABILIZATION ALTERNATIVES ANALYSIS CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE

WHEREAS, Resolution No. 09-20-1545 dated September 22, 2020 approved the Upper Dam Stability Alternatives Analysis capital project to conduct an alternatives analysis to weigh the options and determine a preferred approach to performing necessary repairs and improving the dam's stability status to a level greater than minimum requirements according to US Army Corps of Engineers dam guidelines; and

WHEREAS, to gain an understanding of the strength of the existing foundation and embankment soils, the engineers have recommended a subsurface exploration to measure the soil strengths and inform the outcome of the alternatives analysis; and

WHEREAS, funding in the amount of \$100,384 is required for the subsurface investigation to determine soil strength at the upper dam foundation and embankment to inform further development of the alternatives analysis; and

WHEREAS, administration recommends the Sales Tax, Health, Sanitation & Education Reserve as the monetary srouce from which to fund the subsurface investigations work.

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

Section 1: The FY 2022 Budget is amended to reflect an increase in transfer of funds in the amount of \$100,384 from the Sales Tax Fund, Health, Sanitation & Education to the Upper Dam Stabilization Alternatives Analysis capital project and authorize its expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 14<sup>th</sup> day of December, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

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ALASKA CALIFORNIA COLORADO FLORIDA MISSOURI OREGON WASHINGTON WISCONSIN

December 1, 2021

City and Borough of Wrangell PO Box 531 Wrangell, Alaska 99929

Ms. Amber Al-Haddad, Director of Public Works

# RE: PROPOSAL FOR UPPER DAM SUBSURFACE EXPLORATIONS, WRANGELL, ALASKA

We are pleased to submit herein our proposed scope and fee for conducting subsurface explorations at the Wrangell Upper Dam for the City of Wrangell. We are currently conducting an alternatives evaluation for the stabilization of the Upper Dam. The static and seismic stability calculations conducted as part of the alternatives evaluation indicates that the strength of the downstream embankment and foundation materials is the controlling feature in stability of the dam. Further evaluation indicated that small changes in assumed soil strengths make significant changes to the results of the stability evaluation. To date there have been no subsurface explorations that targeted these materials and the properties used in prior studies have been assumed.

The purpose of this subsurface exploration is to gather subsurface information in the downstream embankment and foundation soil. This data will be gathered using traditional and cone penetration testing (CPT) methods. The CPT method is specifically designed to better measure the strength of weaker soil and should provide more accurate strength parameters to use in the alternatives analysis.

#### SCOPE OF SERVICES

The following section describes our planned services to collect subsurface information. The methods proposed may have to be modified if requested by the Alaska Department of Natural Resources (DNR) Dam Safety Division. We have planned an initial scoping trip with our drilling subcontractor to evaluate rig access. Additional costs will be incurred if soil or timber drilling pads are required to access the drilling locations. The scope described herein does not

Ms. Amber Al-Haddad City of Wrangell December 1, 2021 Page 2 of 4

include engineering analysis. The data collected through this effort will be used to complete our alternatives analysis which is currently underway. It is likely that the data will also be sufficient to complete design of the stabilization; however additional data may be needed depending on the selected alternative and the conditions encountered in our explorations.

#### **Subsurface Exploration**

We will subcontract with Discovery Drilling (Discovery) to conduct the subsurface investigation. They will mobilize a track-mounted geoprobe to the site. Due to the steepness of the slope, we may need the City to provide a suitable deadman (unloaded dump truck or another vehicle) to lower the rig down the slope. We assume that the City can provide timbers if needed to level the rig within operational tolerances. We plan to explore the subsurface with a combination of methods and our effort is based on five days of field exploration time.

Discovery will advance up to three borings on the downstream embankment slope. Two of the borings will be advanced using a cone penetrometer. The other boring will be advanced using macro-core or standard penetration test tooling to allow collection of soil samples for laboratory testing and calibration of the CPT logs. We will also advance one CPT at the base of the downstream embankment. Additional explorations will be conducted at time allows. If additional borings are advanced, they will target locations of weaker soil identified in prior explorations such as the crib.

The actual number of explorations will depend on the rate of boring advancement. The advancement rate will largely be dependent on the amount of time required for access and for advancing through the coarse material on the surface of the embankment. We anticipate using air-rotary methods to advance through this layer; if the layer is more than 2 feet thick it may significantly impact the number of explorations that can be completed. The explorations will be advanced to the interface of the silty sand (alluvium) and gravelly sands located between elevation 310 and 315 (if time permits). We have planned to backfill the borings with bentonite chips.

During drilling, we will provide an experienced geotechnical engineering or geologic staff member to observe field activities. Our representative will be on site continuously during

Upper Wrangell Dam Explorations.docx

Ms. Amber Al-Haddad City of Wrangell December 1, 2021 Page 3 of 4

explorations and will mark boring locations, observe drilling action, log subsurface soil and water conditions, collect samples, observe installation of monitoring wells (see below), and observe backfilling. Our representative will mark the location of each boring with survey lath or spray paint as appropriate for future survey location of the borings. We will also record the boring locations with handheld GPS and/or swing-tie measurements from prominent site features. We will communicate drilling observations to you.

Select samples will be recovered and delivered to our geotechnical laboratory in Anchorage. Select samples will be tested for moisture content, grain size distribution, and plasticity. We will perform laboratory tests consistent with ASTM International testing standards.

### Reporting

Upon completion of the field work and laboratory testing, we will complete a data report. Our report will include a description of the subsurface conditions encountered including a site description, a summary of field explorations, and laboratory test procedures and results. Summary logs of the borings will support this description. Discussions of groundwater conditions encountered in the borings will also be included. Our report will be prepared under the supervision of a registered civil engineer experienced in geotechnical engineering. We will provide an electronic draft version of our report for review by the project owner and design team. Upon receipt of comments, we will revise the report as necessary and finalize the report for submittal.

#### SCHEDULE

The project schedule will largely be driven by the availability of drilling equipment. We anticipate being able to conduct the field work within six weeks of authorization. Lab testing will take approximately two weeks to complete. We anticipate that our final report will be available approximately four weeks after receipt of your comments and our final teleconference meeting.

Ms. Amber Al-Haddad City of Wrangell December 1, 2021 Page 4 of 4

#### **ESTIMATED COST AND FEE BASIS**

We are prepared to undertake the work on a time and materials basis as outlined on the attached summary cost estimate. We will not exceed the maximum quoted value in our estimate without your prior approval. The terms of our service are our existing agreement for professional services. If you have any questions or comments or wish to revise the scope of our services, please contact the undersigned at (907) 433-3214. We look forward to the opportunity to continue to work with you on this project.

Sincerely,

#### SHANNON & WILSON, INC.

Stor Sur

Stafford Glashan, P.E. Senior Engineer III

Encl: Cost Summary

Item o.

### SUMMARY COST ESTIMATE

# UPPER WRANGELL DAM STABILIZATION FIELD EXPLORATION

Project Setup/Coordination/Utility Lo	ocates/Sco	ping Trip				\$9,108
Shannon & Wilson						
Senior Professional III	2	hrs. x	\$170 /hr.	=	\$340	
Professional III	36	hrs. x	\$105 /hr.	=	\$3,780	
Airfare	1	Х	\$800 each	=	\$800	
Lodging	2	Х	\$160 each	=	\$320	
Vehicle	2	Х	\$120 each	=	\$240	
Per Diem	2	Х	\$60 each	=	\$120	
Drilling Subcontractor						
Drill Access Evaluation	1	lump sum	\$3,508 each	=	\$3,508	
. Fieldwork (Drilling / Sampling)						\$82,900
Drilling Subcontractor						
Rig & Crew Mobilization	1	lump sum	\$33,120 each	=	\$33,120	
Drill and sample soil borings	5	day x	\$7,130 each	=	\$35,650	
Drilling expendables	150	X	\$13 each	=	\$1,950	
Shannon & Wilson						
Professional III -Travel	16	hrs. x	\$105 /hr.	=	\$1,680	
Professional III - Log Boring/CPT	72	hrs. x	\$105 /hr.	=	\$7,560	
Airfare	1	х	\$800 each	=	\$800	
Lodging	6	х	\$160 each	=	\$960	
Vehicle	6	Х	\$120 each	=	\$720	
Per Diem	6	Х	\$60 each	=	\$360	
Field Consumables	5	day x	\$20 /day	=	\$100	
Laboratory Testing						\$766
Water contents	8	samples x	\$17 each	=	\$136	
Grain size (split spoon sample)	2	samples x	\$120 each	=	\$240	
Atterberg Limits	2	sample x	\$195 each	=	\$390	
Geotechnical Data Report						\$7,610
Vice President	2	hrs. x	\$235 /hr.	=	\$470	
Senior Professional III	16	hrs. x	\$170 /hr.	=	\$2,720	
Professional III	40	hrs. x	\$105 /hr.	=	\$4,200	
Admin Asst II	2	hrs. x	\$85 /hr.	=	\$170	
Reproduction					\$50	
					Total =	\$100,38

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AGENDA ITEM TITLE:	DATE:	December 14, 2021
AULIUDA II LM III LL.	<u>Agenda</u> <u>Section</u>	13

**RESOLUTION NO. 12-21-1651** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY21 BUDGET OF THE WRANGELL MUNICIPAL LIGHT AND POWER DEPARTMENT (WML&P) BY TRANSFERRING \$24,158.15 FROM WML&P'S CASH RESERVES TO THE P&L CAPITAL PROJECTS EQUIPMENT AND VEHICLES ABOVE \$5,000 ACCOUNT FOR THE PURPOSE OF CONTRACTING WITH MARINE SYSTEMS, INC. (MSI) TO INSTALL A NEW GEAR DAMPER IN GENERATOR UNIT #1

SUBMITTED BY:		FISCAL NOTE:					
		<b>Expenditure Required:</b> \$24,158.15 Total					
Rod Rhoades, Electrical Utility Superintendent		FY 20: \$0		FY 21: 0	FY22: \$24,158.15		
		Amount Budgeted:					
		FY21 \$0					
		Account Number(s):					
<u>Reviews</u>	Approvals/Recommendations	70300 202 7900 00 00000					
	Commission, Board or Committee	Account Name(s):					
Name(s)		P&L Capital Projects Equipment and Vehicles above \$5000			luipment and		
Name(s)		Unencumbered Balance(s) (prior to		rior to			
	Attorney	expenditure): \$3,567,758.89					
	Insurance						

ATTACHMENTS:

1. Resolution No. 12-21-1651

# **RECOMMENDATION MOTION:**

Move to approve Resolution No. 12-21-1651.

Item p.

#### **BACKGROUND STATEMENT:**

During a maintenance examination of Generator Unit #1 on December 8, 2021, it was discovered that the 'Gear Damper' was rusted, or 'frozen' into place. No amount of effort has been able to free it.

Subject Matter Expert, Bob Ziemke, strongly recommended that Generator Unit #1 be taken out of service until the Gear Damper can be replaced.

A subsequent call to Marine Systems, Inc underscored Bob Ziemke's assessment of the Gear Damper, stating that running the generator in its present condition could result in failure of the crankshaft.

WML&P has a quote from the Westcoast's only EMD supplier of parts and technical support, Marine Systems, Inc. (MSI) for \$24,158.15. This quote is good for 30 days from 12/09.

### **SUMMARY STATEMENT:**

At present WML&P has three operating generators that generate approximately 6.5 Megawatts of power.

Electrical demands for the months of December are in the 5 to 6 MW range; however, WML&P has seen demands of 8+ MWs during the coldest periods of January and February for brief periods.

WMLP considers the present state of Unit #1 to be unacceptable.

WML&P recommends the approval of Resolution No. 12-21-1651 to contract with MSI to install a new Gear Damper in Generator Unit #1, to bring Unit #1 into a complete state of readiness.

#### RESOLUTION NO. <u>12-21-1651</u>

A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL AMENDING THE FY 21/22 BUDGET IN THE WRANGELL MUNICIAL LIGHT AND POWER DEPARTMENT (WML&P) BY TRANSFERRING \$24,158.15 FROM WML&P's CASH RESERVES TO THE P&L CAPITAL PROJECTS EQUIPMENT AND VEHICLES ABOVE \$5000 ACCOUNT FOR THE PURPOSE OF CONTRACTING WITH MARINE SYSTEMS, INC. (MSI) TO INSTALL A NEW GEAR DAMPER IN GENERATOR UNIT #1

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

WHEREAS, the City and Borough of Wrangell's budget presumes that each department will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the fiscal year and recognizes that, from time to time, circumstances and events may require the original budget to need revision; and

WHEREAS, Generator Unit #1 has been found to have a 'frozen gear damper' potentially causing further damage to Generator Unit #1; and

WHEREAS, Generator Unit #1 is necessary to the over-all reliability plan for WML&P's commitment to the electrical needs of the Community of Wrangell; and

WHEREAS, the 'as-found' condition of Generator Unit #1 was not budgeted for in the FY21/22 Budget; and

WHEREAS, the City and Borough of Wrangell will amend the FY21/22 budget in Wrangell Municipal Light and Power's Cash Reserves by transferring \$24,158.15 to the P&L Capital Equipment and Vehicles above \$5000 Account (70300 202 7900 00 00000) for the purpose of contracting with Marine Systems, Inc. (MSI) to install a new Gear Damper in Generator Unit #1.

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

Section 1: The City and Borough of Wrangell will amend the FY21/22 budget in Wrangell Municipal Light and Power's Cash Reserves by transferring \$24,158.15 to the P&L Capital Equipment and Vehicles above \$5000 Account (70300 202 7900 00 00000) for the purpose of contracting with Marine Systems, Inc. (MSI)

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 14<sup>th</sup> day of December 2021.

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# CITY & BOROUGH OF WRANGELL, ALASKA

Steve Prysunka, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

Approval of Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Upper Dam Stabilization Alternatives Analysis Project in the amount of \$100,384

SUBMITTED BY:		<b>FISCAL NOTE:</b> <b>Expenditure Required:</b> \$100,384				
Amber Al-Haddad, Capital Facilities Director		FY 22: \$100,384				
		Amount Budgeted:				
Reviews	Approvals/Recommendations	Account Number(s): 72300-302-9999-00-72007				
	Commission, Board or Committee	Account Name(s):				
Name(s)		Upper Dam Stabilization Alternatives Analysis				
Name(s)						
	Attorney					
	Insurance					

<u>ATTACHMENTS:</u> 1. Shannon & Wilson fee proposal dated December 1, 2021 for Upper Dam Subsurface Explorations

# **RECOMMENDATION MOTION:**

Move to approve Amendment No. 1 to the Professional Services Agreement with Shannon & Wilson for the Upper Dam Stabilization Alternatives Analysis Project in the amount of \$100,384.

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#### **SUMMARY STATEMENT:**

The Borough is under contract with Shannon & Wilson to conduct an Upper Dam Stabilization Alternatives Analysis to weigh the options and determine a preferred approach to performing necessary repairs and improving the dam's stability status to a level greater than minimum requirements according to Corps of Engineer (COE) dam guidelines. The completed alternatives analysis (feasibility study) is expected to place this project in a position of "shovel-ready" status for this critical drinking water infrastructure need.

Through two previous dam seismic studies, one by the USFS and the other by the US Army Corps of Engineers, the two primary concerns identified with the upper dam is: 1) soft support soils, causing foundation instability; and 2) the deteriorating timber crib, causing internal instability.

Upper Dam Stabilization Alternatives Analysis project, Shannon & Wilson began with evaluating methods for stabilizing the Upper Dam. They built a seepage model to use as the parent analysis for the stability model. Starting with the profiles the Corps developed in 2006, they ran into problems with the model in that they could not mimic the measured groundwater levels unless they included a sheet-pile wall at the upstream crib wall to the depth of the crib. We had no evidence, nor did the State Dam safety Office, to suggest that a sheet-pile wall is in place. With further investigation, they concluded it is the rock fill on the downstream side that causes the unexpected water levels. Through their modeling efforts, failures were through the silt at the base of the embankment, which led to concern with soil strengths at the downstream embankment and dam foundation materials, which are the controlling features in stabilizing the dam.

In order to gain an understanding of the strength of the existing foundation and embankment soils, the engineers have recommended a subsurface exploration to measure the soil strengths and inform the outcome of the alternatives analysis. Attached is Shannon & Wilson's latest correspondence and fee proposal for the proposed subsurface soils investigation work. The fee proposal is based on certain assumptions and identifies some unknown conditions that could be encountered during the drilling work. Shannon & Wilson's proposal suggests that the data collected may also be useful in completing a future stabilization design.

Administration recommends moving forward with the subsurface exploration to measure the soil strengths and inform further development of the alternatives analysis by approving Amendment No. 1 to the PSA with Shannon & Wilson for the Upper Dam Stabilization Alternatives Analysis Project.



ALASKA CALIFORNIA COLORADO FLORIDA MISSOURI OREGON WASHINGTON WISCONSIN

December 1, 2021

City and Borough of Wrangell PO Box 531 Wrangell, Alaska 99929

Ms. Amber Al-Haddad, Director of Public Works

# RE: PROPOSAL FOR UPPER DAM SUBSURFACE EXPLORATIONS, WRANGELL, ALASKA

We are pleased to submit herein our proposed scope and fee for conducting subsurface explorations at the Wrangell Upper Dam for the City of Wrangell. We are currently conducting an alternatives evaluation for the stabilization of the Upper Dam. The static and seismic stability calculations conducted as part of the alternatives evaluation indicates that the strength of the downstream embankment and foundation materials is the controlling feature in stability of the dam. Further evaluation indicated that small changes in assumed soil strengths make significant changes to the results of the stability evaluation. To date there have been no subsurface explorations that targeted these materials and the properties used in prior studies have been assumed.

The purpose of this subsurface exploration is to gather subsurface information in the downstream embankment and foundation soil. This data will be gathered using traditional and cone penetration testing (CPT) methods. The CPT method is specifically designed to better measure the strength of weaker soil and should provide more accurate strength parameters to use in the alternatives analysis.

#### SCOPE OF SERVICES

The following section describes our planned services to collect subsurface information. The methods proposed may have to be modified if requested by the Alaska Department of Natural Resources (DNR) Dam Safety Division. We have planned an initial scoping trip with our drilling subcontractor to evaluate rig access. Additional costs will be incurred if soil or timber drilling pads are required to access the drilling locations. The scope described herein does not

5430 FAIRBANKS STREET•SUITE 3 ANCHORAGE, ALASKA 99518 907-561-2120 • FAX 907-561-4483

Ms. Amber Al-Haddad City of Wrangell December 1, 2021 Page 2 of 4

include engineering analysis. The data collected through this effort will be used to complete our alternatives analysis which is currently underway. It is likely that the data will also be sufficient to complete design of the stabilization; however additional data may be needed depending on the selected alternative and the conditions encountered in our explorations.

#### **Subsurface Exploration**

We will subcontract with Discovery Drilling (Discovery) to conduct the subsurface investigation. They will mobilize a track-mounted geoprobe to the site. Due to the steepness of the slope, we may need the City to provide a suitable deadman (unloaded dump truck or another vehicle) to lower the rig down the slope. We assume that the City can provide timbers if needed to level the rig within operational tolerances. We plan to explore the subsurface with a combination of methods and our effort is based on five days of field exploration time.

Discovery will advance up to three borings on the downstream embankment slope. Two of the borings will be advanced using a cone penetrometer. The other boring will be advanced using macro-core or standard penetration test tooling to allow collection of soil samples for laboratory testing and calibration of the CPT logs. We will also advance one CPT at the base of the downstream embankment. Additional explorations will be conducted at time allows. If additional borings are advanced, they will target locations of weaker soil identified in prior explorations such as the crib.

The actual number of explorations will depend on the rate of boring advancement. The advancement rate will largely be dependent on the amount of time required for access and for advancing through the coarse material on the surface of the embankment. We anticipate using air-rotary methods to advance through this layer; if the layer is more than 2 feet thick it may significantly impact the number of explorations that can be completed. The explorations will be advanced to the interface of the silty sand (alluvium) and gravelly sands located between elevation 310 and 315 (if time permits). We have planned to backfill the borings with bentonite chips.

During drilling, we will provide an experienced geotechnical engineering or geologic staff member to observe field activities. Our representative will be on site continuously during

Upper Wrangell Dam Explorations.docx

Ms. Amber Al-Haddad City of Wrangell December 1, 2021 Page 3 of 4

explorations and will mark boring locations, observe drilling action, log subsurface soil and water conditions, collect samples, observe installation of monitoring wells (see below), and observe backfilling. Our representative will mark the location of each boring with survey lath or spray paint as appropriate for future survey location of the borings. We will also record the boring locations with handheld GPS and/or swing-tie measurements from prominent site features. We will communicate drilling observations to you.

Select samples will be recovered and delivered to our geotechnical laboratory in Anchorage. Select samples will be tested for moisture content, grain size distribution, and plasticity. We will perform laboratory tests consistent with ASTM International testing standards.

### Reporting

Upon completion of the field work and laboratory testing, we will complete a data report. Our report will include a description of the subsurface conditions encountered including a site description, a summary of field explorations, and laboratory test procedures and results. Summary logs of the borings will support this description. Discussions of groundwater conditions encountered in the borings will also be included. Our report will be prepared under the supervision of a registered civil engineer experienced in geotechnical engineering. We will provide an electronic draft version of our report for review by the project owner and design team. Upon receipt of comments, we will revise the report as necessary and finalize the report for submittal.

#### SCHEDULE

The project schedule will largely be driven by the availability of drilling equipment. We anticipate being able to conduct the field work within six weeks of authorization. Lab testing will take approximately two weeks to complete. We anticipate that our final report will be available approximately four weeks after receipt of your comments and our final teleconference meeting.

Ms. Amber Al-Haddad City of Wrangell December 1, 2021 Page 4 of 4

#### **ESTIMATED COST AND FEE BASIS**

We are prepared to undertake the work on a time and materials basis as outlined on the attached summary cost estimate. We will not exceed the maximum quoted value in our estimate without your prior approval. The terms of our service are our existing agreement for professional services. If you have any questions or comments or wish to revise the scope of our services, please contact the undersigned at (907) 433-3214. We look forward to the opportunity to continue to work with you on this project.

Sincerely,

#### SHANNON & WILSON, INC.

Stor Son

Stafford Glashan, P.E. Senior Engineer III

Encl: Cost Summary

SHANNON & WILSON, II Item q.

### SUMMARY COST ESTIMATE

## UPPER WRANGELL DAM STABILIZATION FIELD EXPLORATION

Project Setup/Coordination/Utility Lo	ocates/Sco	ping Trip				<u>COST</u> \$9,108
Shannon & Wilson						,
Senior Professional III	2	hrs. x	\$170 /hr.	=	\$340	
Professional III	36	hrs. x	\$105 /hr.	=	\$3,780	
Airfare	1	х	\$800 each	=	\$800	
Lodging	2	х	\$160 each	=	\$320	
Vehicle	2	х	\$120 each	=	\$240	
Per Diem	2	х	\$60 each	=	\$120	
Drilling Subcontractor						
Drill Access Evaluation	1	lump sum	\$3,508 each	=	\$3,508	
Fieldwork (Drilling / Sampling)						\$82,90
Drilling Subcontractor						
Rig & Crew Mobilization	1	lump sum	\$33,120 each	=	\$33,120	
Drill and sample soil borings	5	day x	\$7,130 each	=	\$35,650	
Drilling expendables	150	х	\$13 each	=	\$1,950	
Shannon & Wilson						
Professional III -Travel	16	hrs. x	\$105 /hr.	=	\$1,680	
Professional III - Log Boring/CPT	72	hrs. x	\$105 /hr.	=	\$7,560	
Airfare	1	х	\$800 each	=	\$800	
Lodging	6	х	\$160 each	=	\$960	
Vehicle	6	х	\$120 each	=	\$720	
Per Diem	6	х	\$60 each	=	\$360	
Field Consumables	5	day x	\$20 /day	=	\$100	
Laboratory Testing						\$766
Water contents	8	samples x	\$17 each	=	\$136	
Grain size (split spoon sample)	2	samples x	\$120 each	=	\$240	
Atterberg Limits	2	sample x	\$195 each	=	\$390	
Geotechnical Data Report						\$7,610
Vice President	2	hrs. x	\$235 /hr.	=	\$470	
Senior Professional III	16	hrs. x	\$170 /hr.	=	\$2,720	
Professional III	40	hrs. x	\$105 /hr.	=	\$4,200	
Admin Asst II	2	hrs. x	\$85 /hr.	=	\$170	
Reproduction					\$50	
					Total =	\$100,38

214

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

Approval of the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW) 1547

SUBMITTED BY:		<b>FISCAL NOTE:</b> <b>Expenditure Required:</b>				
Jeff Good, Borough Manager		FY 20: \$		FY 21:	FY22:	
		Amount Budgeted:				
	FY22 \$0					
		Account Number(s):				
Reviews	Approvals/Recommendations					
		Account Name(s):				
Name(s)						
Name(s)		Unencumbered Balance(s) (prior				
	Attorney	expenditure): See Agenda Statement				
	Insurance					

ATTACHMENTS: 1. Proposed IBEW Collective Bargaining Agreement

# **RECOMMENDATION MOTION:**

Move to approve the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), as presented.

**Clerks Note:** If the Assembly wishes to go into Executive Session to discuss this agreement before approving it, an Assembly Member may make a motion (after the motion to approve the agreement has been made) to "table the main motion until after the executive Session".

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Item r.

If this does occur, the main motion would then be "tabled" and then after the Executive Session, an assembly member would need to make a motion to "**remove Item 13r from the table to consider it**". That motion would need to be seconded and voted on before consideration.

# **SUMMARY STATEMENT:**

The attached proposed Collective Bargaining Agreement is a result from the negotiations with the Union and City Negotiation Team.

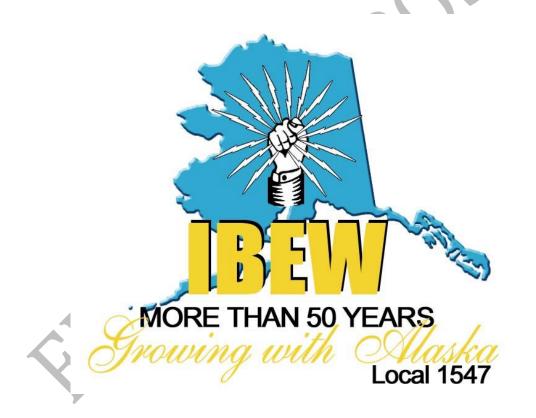
# **COLLECTIVE BARGAINING AGREEMENT**

between

# **CITY & BOROUGH OF WRANGELL**

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547, AFL-CIO



JULY 1, 2021 THROUGH JUNE 30, 2024

# CITY & BOROUGH OF WRANGELL COLLECTIVE BARGAINING AGREEMENT

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#### **INTRODUCTION**

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as "City" or "Employer"), and Local 1547 of the International Brotherhood of Electrical Workers, (hereinafter referred to as "IBEW" or the "Union").

#### PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties in order to promote harmonious and cooperative relations between the Employer and employees and to protect the public by assuring orderly and effective operations of government.

### ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover all regular full-time, regular part-time and probationary employees in the job classifications set forth in Appendix A and Appendix B of this Agreement, who are employed by the Employer, excluding administrative and professional employees, confidential employees, managerial employees, limited part-time employees as defined in Article 3, Section 3.5, temporary employees as defined in Article 3, Section 3.7 and department heads.

1.2 Subject to past practice and to positions sharing a commonality of interest, this bargaining unit shall include, and this Agreement shall cover all regular full-time, regular part-time and probationary employees in new job classifications created after the effective date of this Agreement.

1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit through illegitimate reclassification or promotion may be submitted, beginning at Step II of the Grievance Procedure contained herein.

1.4 Bargaining unit work may be performed by non-bargaining personnel on an incidental basis under the following circumstances: a) when necessary for training to maintain skills, credentials or licensure or for testing of equipment essential to the operation of the City; b) when assistance by non-bargaining personnel resolves an immediate safety risk to any personnel or member of the public; c) when assistance resolves imminent threat of damage or destruction to City property, improvements or infrastructure; d) in cases of emergency when regular bargaining unit personnel are not available on a regular or overtime basis; and e) when bargaining unit members request assistance from non-bargaining personnel.

### ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Union recognizes the right of the Employer to operate and manage the City, including but not limited to the right to establish and require standards of performance; to maintain order and improve efficiency; to determine the management, supervisory or administrative organization of the Employer and the selection of employees to non-bargaining unit supervisory, management or administrative positions; to direct employees; to determine job assignments and work schedules; to determine the materials, technology and equipment to be used; to implement new and different operational methods and procedures; to determine staffing roles and responsibilities, levels and the performance and requirements; to determine the kinds, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, suspend, demote or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to rules, regulations, education/training, promulgate and enforce safetv requirements, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union security provisions contained herein.

2.2 The Employer shall have the right to subcontract work covered by the Agreement. No regular employee shall be laid off, terminated, or discharged by the Employer as the result of the Employer subcontracting any work.

2.3 The parties agree and understand that the purpose and intent of this provision is not in any way to limit or restrict the ability of the Employer to do business with other employers, but, rather, this provision is designed and intended to preserve work for employees whose wages, hours, benefits and safety conditions of employment are prescribed by this Agreement, or in the event subcontract of work covered by this Agreement is undertaken that the performance of such work and practice of subcontracting do not result in the destruction of

wages, hours, benefits and safety conditions of employment achieved through the collective bargaining process.

### ARTICLE 3 DEFINITIONS

3.1 <u>Non-Exempt Employee:</u> All employees covered by this Agreement.

3.2 <u>Regular Employee:</u> Employees who have satisfactorily completed their new-hire probationary period. Regular employees are either Regular Full-Time Employees or Regular Part-Time Employees.

3.3 <u>Regular Full-Time Employees:</u> Employees who are regularly scheduled to work at least thirty (30) hours per week.

3.4 <u>Regular Part-Time Employees:</u> Employees who are regularly scheduled to work less than a full-time work schedule but at least fifteen (15) hours per week. Such employees shall receive benefits on a pro rata basis.

3.5 <u>Limited Part-Time Employees</u>: Employees who are regularly scheduled to work less than fifteen (15) hours per week and whose schedule vary depending upon need. These employees are not eligible for benefits other than those that are required by law.

3.6 <u>Probationary Employees:</u> All newly hired or re-hired Regular Employees during the first one hundred eighty (180) calendar days preceding their most recent date of hire.

3.7 <u>Temporary Employees:</u> Employees who are not regularly scheduled and who work when work is available, or when hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Union agrees otherwise. The Employer will inform the Union when it has hired temporary employees to fill positions covered by this Agreement.

3.8 <u>Foreman/Supervisor:</u> A Foreman/Supervisor is a bargaining unit member and who supervises other employees as assigned. He/she may work with

tools, provided it does not interfere with the supervision of safety. Although covered by this Agreement, foremen shall be considered supervisory with full supervisory authority and responsibility as directed by the Employer, and the Employer shall be the sole judge of their qualification, selection, performance, and removal. Said exercise of such judgment shall not be subject to the grievance procedure herein. Instructions will normally and usually be given by an employee's immediate supervisor, most often a Department Director.

3.9 <u>Continuous Employment</u>: The time period from the employee's date of hire to the employee's date of termination or retirement from City employment. All paid and unpaid leave is counted as continuous employment.

3.10 <u>Termination</u>: When an employee's employment with the City ends either by an action of the Employer or by a voluntary action by the employee.

3.11 <u>Retirement</u>: An action by the employee by which ends his/her employment with the City once he/she becomes eligible for Retirement.

3.12 <u>Trial Period</u>: The allotted time in which, after a regular employee is promoted or transferred into a different position, either the employee may voluntarily return to his/her previous position, or the Employer may return the employee back to his/her previous position.

3.13 <u>Shift Employees:</u> Shift employees as it pertains to this Agreement are those employees whose normal workweek schedule may include a shift outside the hours of 7:00 a.m. to 5:00 p.m.

### ARTICLE 4 <u>HIRING, PROMOTION, TERMINATION</u>

4.1 Notices of vacancies in positions covered by this Agreement shall be posted for five (5) working days on all previously designated bulletin boards in advance of permanently filling the position in order to afford presently employed bargaining unit employees the first opportunity to apply. If qualified employees apply during the exclusive in-house 5 day filing period, they will be considered by the Employer before other applications are considered from outside the bargaining unit. Being considered is no guarantee of a transfer or a promotion. The Employer shall make their determination of qualified bargaining unit applicants within five (5) working days following the five (5) day in-house filing period.

4.2 In making temporary and permanent appointments and promotions within classifications covered by this Agreement, seniority of bargaining unit employees shall be given full consideration, and where required skills and abilities are equal, seniority shall prevail. Any dispute as a result of an employee being

promoted over an employee with more seniority may be subject to the grievance procedure contained herein.

4.3 Any regular bargaining unit employee who is promoted or transferred into a different position covered by this Agreement shall be given a reasonable period, not to exceed thirty (30) working days, to become familiar with the job and to demonstrate the ability to fill the position satisfactorily. If during this trial period, the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority. If within thirty (30) working days, the employee determines that the position is not satisfactory, the employee shall be returned to his/her former position without loss of seniority.

4.4 All new employees with the exception of part-time and temporary employees shall be considered employed on a probationary basis and classified as such for the first one hundred eighty (180) days of their employment. During the probationary period, new employees may be discharged without cause at the full discretion of the Employer. Probationary employees will be evaluated after ninety (90) days. If retained after one hundred eighty (180) days in the same position, such employees shall thereafter be considered regular employees, be classified as such, and be entitled to all rights and privileges contained in this Agreement, retroactive to their most recent date of hire as a probationary employee.

4.5 No regular employee shall be discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained herein. When appropriate, the Employer will follow the principle of progressive discipline.

4.6 If it becomes necessary to lay off any regular employee covered by this Agreement, the Employer shall give the affected employee notice in writing two (2) weeks in advance or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff. If the layoff is permanent, the employee shall also receive the equivalent cash value of accrued vacation leave eligible for distribution.

4.7 All temporary employees who progress without a break in employment to a regular position covered by this Agreement, will be entitled to all rights and privileges contained in this Agreement, with their probationary period, seniority, and leave accruals retroactive as of their initial date of hire as a temporary employee. However, if a temporary employee progresses to a position other than their temporary position the employee shall serve a probationary period of one hundred eighty (180) days in the new position.

4.8 Only those bargaining unit employees defined in Article 3 as regular full-time, regular part-time, probationary, and temporary shall be allowed to perform work in those classifications listed in Appendix A of this Agreement.

## ARTICLE 5 WORK SCHEDULE AND OVERTIME

### 5.1 Normal Workday and Work Week:

The normal work week for employees, except shift employees, shall consist of forty (40) hours, Monday through Friday. The normal workday for all employees, except shift employees, shall consist of eight (8) hours plus an unpaid meal period of at least one-half hour.

5.2 The normal week for shift employees shall consist of forty (40) hours and shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday. Where mutually agreed to by the Employer and employee concerned, a normal workday or shift may consist of more than eight (8) hours. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift; 3:00 p.m. to 1:00 a.m. for swing shift, and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.

5.3 Deviations from the normal work week for employees, except shift employees, including a four-day, ten-hour work schedule shall be allowed; provided, however, any deviation from the normal work week shall be mutually agreeable between the Employer, the employee involved and contact the Union for any permanent changes.

5.4 All time worked by regular employees in excess of their normal workday or shift and all time worked by all employees covered by this Agreement in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime work shall be paid at one and one-half times ( $1\frac{1}{2}$ ) unless noted otherwise in this Agreement.

5.5 Anytime an employee's workday schedule, including days off, is changed with less than one (1) weeks' notice, the employee shall be compensated at the overtime rate for the days which would have been considered the days off. The foregoing shall not apply to scheduled shift changes such as change from day shift to swing shift. The work week schedule for shift employees shall not exceed five (5) days on, with two (2) days off in seven (7) days. Work schedules for shift employees shall be posted by the 25<sup>th</sup> of the month covering the succeeding month. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.

5.6 Insofar as practical, overtime shall be divided as equally as possible among regular employees of the same job classification.

5.7 Any regular employee working within the defined hours of swing shift will receive an additional one dollar (\$1.00) per hour for all hours worked. Any employee working within the defined hours of graveyard shift will receive an additional two dollars (\$2.00) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate.

5.8 All work performed by a regular or probationary employee on a holiday will be at the double time rate plus the holiday pay.

5.9 In the event an employee is asked to work during his/her vacation, the employee shall receive the double time rate of pay for all hours worked in addition to vacation pay. The employee may have the option to not receive vacation pay and have those vacation hours credited back to accrued vacation time.

5.10 Call Out/Call Back: When a regular or probationary employee is called in to work outside of the normal work schedule, a minimum of two (2) hours pay at the double time rate shall be paid to the employee. For all hours worked during the call out, in excess of the first two (2) hours, the employee shall receive overtime at the rate of double time. The call out time begins when the call is placed to the employee and ends once the employee returns to shop headquarters.

A. If an employee who was called out/back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two (2) hour minimum.

5.11 When an employee covered by this Agreement is required to work two (2) or more hours after their normal quitting time without notice prior to employee's regular quitting time of the preceding day, the employee shall be furnished a meal and time necessary to eat, not to exceed one-half (1/2) hour, and at intervals of not more than four (4) hours thereafter while continuing to work. Mealtimes shall be on the Employer's time. Crews called out for emergency work before their normal starting time and required to work through their normal starting time or beyond shall be furnished breakfast at the Employer's expense and allowed not to exceed one-half (1/2) hour to eat.

5.12 The City may assign employees to perform work out of the employee's regular classifications.

A. All regular employees who are assigned to perform the work of a higher rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher rated classification or

that provides for a wage increase of at least three percent (3%) without an increase in pay shall be limited to bona fide training situations.

B. An employee who is assigned to perform the work of a higher rated classification will receive acting pay for wages only.

C. In the absence of a Lead, Foreman, or Department Director, a qualified, regular, or probationary, employee may be designated by the applicable Department Director to perform the duties of the absent position. When so designated, the employee is considered the "acting" absent position. Acting designation may be assigned when the absence is for a full eight (8) hour workday, or longer, and the following conditions are met: 1) the employee is sufficiently trained, certified, licensed, or proficient in performing the required duties; and 2) the employee will be supervising other employees or will be performing tasks or assuming responsibilities outside the current job description of the employee.

When acting as a Lead, Foreman, or Department director, the employee will be paid a rate equal to the first step of the position or 15% above their current rate, whichever is higher.

D. An employee who is assigned to work in a lower rated classification shall be paid at his/her regular straight time hourly rate.

5.13 Stand-by Time: Employees shall receive \$6.00 per hour while on stand-by. Stand-by time is a period of time in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he/she has previously been, at least twenty-four (24) hours in advance, informed by their supervisor or department head of the assignment. Each stand-by assignment shall be for no less than eight (8) hours.

A. An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call-back minimum.

- B. Stand-by duty requires the employee so assigned to:
  - 1. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer.
    - 2. Respond immediately to calls for his/her service, and

3. Refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called out.

### ARTICLE 6 COMPENSATION

6.1 Each year, upon the employees' anniversary of date of hire under the current position, all employees covered by this Agreement shall receive a one (1) step increase subject to a satisfactory performance evaluation, until the final step on the new Wage and Grade Table, Appendix B.

6.1.1 Performance evaluations shall be completed on or before the employees' anniversary date. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this Agreement.

6.1.2 An employee who has taken a voluntary transfer into a lower graded classification and after sixty (60) days, but before one hundred twenty (120) days, bids back into his/her former position, shall regain his/her former wage of the higher classification plus any performance evaluation increases which may have occurred as outlined in Section 6.1. The employee will not, however, receive the promotional increase for this transfer as stipulated in Section 6.2.

6.1.3 Effective July 1, 2021, all steps on the existing wage and grade table will increase by two percent (2.0%). The upgraded wage and grade table is located in Appendix B.

6.1.4 Effective July 1, 2022, all steps on the new wage and grade table In Appendix B will be increased by two percent (2.0%).

6.2 When an employee is permanently promoted or transferred to a higher grade, the employee will be placed in the first step of the new grade that provides a wage increase of at least three percent (3%).

6.3 If a permanent transfer to a lower grade level occurs, the employee will move to the step that approximates the employee's current wage or to the final step if the entire grade is less than the current wage of the employee.

### ARTICLE 7 HOLIDAYS

7.1 The following guaranteed paid holidays shall be recognized under this Agreement for all Regular and Probationary employees:

Seward's Day New Year's Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Veterans' Day Thanksgiving	Last Monday in March January 1 <sup>st</sup> Third Monday in January Third Monday in February Last Monday in May July 4 <sup>th</sup> First Monday in September November 11 <sup>th</sup> Fourth Thursday and Fourth Friday in November
Christmas	December 25 <sup>th</sup>
Floater	1 per calendar year (Section 7.8)

7.2 Holiday pay will be calculated at eight (8) hours times the employee's straight-time hourly rate.

7.3 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed as the holiday.

7.4 If a holiday falls during an employee's regularly scheduled work week, the employee shall receive time off without loss of pay.

7.5 Worked performed on holidays will be paid for at the appropriate overtime rate in addition to the holiday pay.

7.6 When a holiday falls on a regular workday, during an employee's vacation or sick time, holiday pay will be provided instead of the leave benefit. Holiday pay shall not be counted against accrued vacation time or sick leave.

7.7 Vacation, sick leave and holidays will be counted as hours worked for the purpose of calculating overtime.

7.8 In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, after one (1) year of continuous employment. Requests for floaters must be made as far in advance as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

### ARTICLE 8 VACATIONS

8.1 After completing the one hundred eighty (180) day probationary period, all regular employees shall be eligible to receive paid vacation benefits accrued according to the following schedule:

a. Upon eligibility, the employee is entitled to ten (10) vacation days for the first year, accrued monthly at the rate of 6.67 hours.

b. After one (1) year of continuous service, the employee is entitled to fifteen (15) vacation days each year, accrued monthly at the rate of 10.00 hours.

c. After four (4) years of continuous service, the employee is entitled to twenty (20) vacation days each year, accrued monthly at the rate of 13.33 hours.

d. After nine (9) years of continuous service, the employee is entitled to twenty-five (25) vacation days each year, accrued monthly at the rate of 16.67 hours.

e. After fourteen (14) years of continuous service, the employee is entitled to thirty (30) vacation days each year, accrued monthly at the rate of 20.00 hours.

8.2 Regular Part-Time employees working less than forty (40) hours per week will have vacation hours earned each month pro-rated based on weekly hours worked divided by 40.

8.3 Partial months earned during termination are not pro-rated. If an employee worked fifty percent (50%) or more of the workdays in the month in which his/her employment was terminated, then the employee will be credited for the entire month. If the employee worked less than fifty percent (50%) of the workdays in the month, in which his/her employment was terminated, no vacation time will be credited for that month.

8.4 During the probationary period, vacation time shall accrue but may not be taken prior to six (6) months of continuous satisfactory service, but after six (6) months of employment, vacation time shall then be retroactive and include the first month of the employees' date of hire. 8.5 Vacation pay shall be at the employees' current rate of pay at the time of vacation. Paid vacation time may be used in increments of one-half (1/2) hour.

8.6 The length of eligible continuous service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins on the employees' date of hire.

8.7 All regular employees shall be paid upon termination of employment up to a maximum of 320 hours of vacation time earned but not used

8.8 Upon retirement all regular employees shall be paid 100% for all vacation time earned but not used

8.9 An employee may not accumulate more than five hundred twenty (520) hours of vacation time at the end of any pay period. Written notification will be given to the employee at such time the employee's cap is reached.

8.10 Employees accruing vacation time at the rate of one (1) or more days per month, must take at least five (5) days of paid vacation days annually. Employees accruing vacation time at the rate of two (2) or more days per month must take at least ten (10) paid vacation days off annually.

8.11 If an employee is denied vacation time, which ultimately places him/her over the maximum accumulated hours, the employee shall be allowed to sell back as many hours as necessary to keep him/her under the maximum hour levels. For the purpose of this section, all vacation time must be requested 60 days in advance. In the event more than one employee requests the same vacation period, and it is determined by the Employer that too many employees would be gone in a given department, the employee (s) with the most department seniority shall be given preference.

# ARTICLE 9 <u>SICK LEAVE</u>

9.1 Upon completion of the probationary period, all regular employees shall accrue paid sick leave benefits at the rate of one (1) day (eight (8) hours) for each month of continuous employment up to a maximum of sixty (60) days (480 hours) and shall be paid at the employees' current rate of pay.

9.2 Paid sick leave benefits shall accumulate from the date of hire.

9.3

a. Accumulation of sick leave above four hundred eighty (480) hours shall be converted from sick leave to vacation leave on July 1<sup>st</sup> of each year.

At such time the employee may elect to cash-out half of their excess accumulated hours. This conversion shall not exceed 200 hours per year.

b. Employees officially retiring, or employees who have been employed with the Borough in a position for 15 or more years intending to voluntarily leave employment, are eligible for cash-out of accrued sick leave up to 280 hours as follows:

i. A hard-copy letter with an original signature declaring the employee's last day of employment is submitted to the Borough.

ii. For each one-month (30 calendar days) increment advance notice in writing is provided, the employee will receive one week (40 hours) of sick leave cash-out at the time of separation.

iii. Total cash-out of accrued sick leave (9.3 b) and total advanced notice cash-out (9.3 b ii) shall not exceed an accumulated combined 280 hours.

9.4 The Employer reserves the right to require sickness to be supported by a doctor's certificate in the case of habitual absenteeism and after 5 consecutive days of being absent.

9.5 Paid sick leave benefits shall be paid at the employee's current rate of pay for an illness or injury which has actually incapacitated the employee and prevented the employee from performing normal duties, or for absence due to illness in the employee's immediate family requiring the employee's personal attendance. Doctor, dental, or vision appointments shall be included as cause for sick leave.

9.6 In case of injury or ailment, which is covered by the Alaska Workers' Compensation Act, the employee will continue to accrue all benefits allowed under this Agreement, including but not limited to sick leave, vacation, and health & welfare insurance.

9.7 At the expiration of any period of sick leave, an additional period of up to ninety (90) days without pay shall be granted at the written request of the employee and the need for such sick leave must be proven by a doctor's certificate. Seniority rights shall be held by the employee until the expiration of any such period of leave without pay.

9.8 When an employee is temporarily, partially disabled and as a result is unable to perform regular duties, the Employer will make a reasonable effort to assign light duty when available.

9.9 An employee shall notify his/her supervisor immediately, or as soon as safely possible, in case of an accident or injury sustained on the job.

9.10 In the event an Employee covered by this Agreement requires leave, for a legitimate hardship (medical, family, or similar need), greater than his/her accrued leave, the Department Director for that employee may request leave donation through the Borough Manager for that Employee. The type and number of hours of leave shall be estimated, and a call to employees for donations will be solicited by the HR Representative. When sufficient leave has been donated, the call will end. Additional leave donation requests may be submitted for consideration. The value of the donated leave will be converted and paid at the current hourly rate of the Employee receiving the leave.

### ARTICLE 10 SENIORITY

10.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period and have been transferred to regular status, seniority shall be dated from the date of hire.

10.2 The seniority of an employee shall terminate if that employee:

10.2.1 Is laid off for a period of more than twelve (12) consecutive months.

10.2.2 Resigns from employment with the Employer.

10.2.3 Is discharged with just cause.

10.2.4 Is temporarily laid off and fails to return to work within ten (10) working days after written notice requesting the individual to return to work is delivered by registered mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification.

10.3 Any layoffs shall be made in the inverse order of the seniority of the employees by job classification within each department, provided ability and qualifications are equal. If thereafter, a vacancy in the same classification occurs, seniority, ability, and qualifications of those on layoff status shall be considered when filling the vacancy. Temporary positions in a department in which one or

more employees have been laid off during the preceding twelve (12) month period shall be offered first to the laid off employees who are qualified to perform the temporary work.

10.4 Excepting the position of foreman, in the filling of new jobs, vacancies and in making temporary and permanent promotions, seniority, as defined in this Agreement, shall be given full consideration; and where ability and qualifications mean requirements that are pertinent to the job classification.

10.5 In the selection of shifts and vacations, seniority shall prevail, insofar as practical, in the best interests of service.

## ARTICLE 11 LEAVES OF ABSENCE

11.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within thirty (30) days, except in the case of an emergency.

11.2 Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the regular employee must use accrued vacation/sick leave before being placed on leave without pay (LWOP) status. In special cases, leaves of absence may be granted to probationary employees, and may be extended by mutual written agreement. If LWOP status is extended beyond 180 days for an employee, the limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill for an employee on LWOP.

11.3 Leave required in order for a regular or probationary employee to maintain status in the National Guard or a military reserve of the United States shall be granted without loss of pay and without loss of benefits accrued to the date of such leave commences. Regular and probationary full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of two (2) weeks. A copy of the order issued by the appropriate authority for military training shall accompany requests for special military leave. Upon return to duty the regular or probationary employee shall furnish the Employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

11.4 An employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay or fringe

benefit or seniority accrual for a period not to exceed three (3) years without loss of established seniority. Such leave of absence shall be requested by the Union and will be considered based on the operational needs of the City. Upon expiration of the leave of absence, the employee shall be reinstated to the first available opening in the employee's former classification.

11.5 Employees attending conferences, seminars, or workshops, on behalf of the Union, will be allowed to take leave without pay, upon approval of the leave request. Such leave shall not be unreasonably denied. Employees taking leave without pay for Union business are not required to use accrued leave prior to being placed on leave without pay status.

11.6 The Employer shall provide leave to eligible employees in accordance with the requirements of the state and federal Family and Medical Leave Acts (FMLA).

11.7 Employees may retain up to five (5) days of paid leave prior to being placed on Family Medical Leave without pay. The choice to retain leave must be included in the initial request.

11.8 Employees on approved FMLA shall have their health insurance benefits continued as if they are working.

## ARTICLE 12 JURY DUTY/WITNESS DUTY

12.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the City, shall be compensated by the Employer for the difference between their jury duty or witness pay and their normal straight-time pay. The Employee will suffer no loss of accrued benefits for such time. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.

12.2 Employees will be granted vacation leave for court appearances on their own behalf or as a witness at the request of a party other than the Employer. Timely notification to the Employer will be given when possible.

# ARTICLE 13 FUNERAL LEAVE

13.1 The employee, at his/her request, shall be granted reasonable time off as funeral leave of absence. Such time off may be charged at the employee's option, to his/her vacation account or sick leave account. Should the employee's vacation and sick leave accounts both be insufficient, the employee shall be permitted a reasonable amount of time as funeral leave without pay. In the event of death of an employee's parent, child, sibling, spouse, father-in-law, or motherin-law the first five (5) days of such leave shall be paid by the Employer without impacting the employee's sick leave account or vacation account.

### ARTICLE 14 TRAINING

14.1 The Employer and the Union will cooperate in encouraging training programs, including government-funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Employer may provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.

14.2 In order to receive reimbursement for training, employees must request and receive prior approval from the Employer and must satisfactorily complete the course with a grade C or better. Upon completion of the approved course, the employee may submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process the request for payment. All usable books and other materials received as a part of Employer-funded courses shall be the property of the Employer and shall be available in applicable departments for use by employees. Such education must be identified in the employee's performance evaluation and must be coordinated through the HR Representative.

14.3 When assigned to a school or training facility by the City, employees will not suffer a loss in wages. If schooling is taken out of town or it is necessary to travel out of town at the City's insistence, room will be reimbursed, if necessary, upon presentation of proper receipts, and all major transportation shall be taken care of in advance by the City. When travel is authorized by the Employer for training on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's straight time hourly rate for actual travel time not to exceed eight (8) hours of compensation per travel day. In addition, a \$50 per diem for meals and incidental expenses shall be paid to the employee while out of town on training.

14.4 When assigned to a school or training facility by the City, employees will agree to remain in City service one month for every day (including Saturdays and Sundays) that he or she is attending the school and for which the City is paying his or her salary, travel and lodging costs, and per diem. There shall be a two-year maximum to the length of time that the employee must remain in service. Should the employee leave the service of the City prior to the completion of computed service time, he or she shall reimburse the City for costs incurred in proportion to length of time remaining to be served. If the employee is involuntarily separated from the service of the City before completion of computed service time, the remaining time to be served will be cancelled.

### ARTICLE 15 MEDICAL BENEFITS

15.1 The Borough will make available to all employees a health insurance plan, subject to plan eligibility requirements.

15.1.1 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 85% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired after January 1, 2011, and those employees will pay the remaining 15% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

15.1.2 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 90% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired before January 1, 2011, and those employees will pay the remaining 10% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

Section 15.1.2 shall sunset on June 30, 2022. Employees hired prior to January 1, 2011, and the 90/10 split shall receive a one-time, two percent (2%) of their regular FY 2021 salary (July 1, 2020, to June 30, 2021), bonus at contract signing. Effective July 1, 2022, all employees will fall under 15.1.1.

15.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at an equal or reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

15.3 Employees and the Union will receive notification of any proposed changes in insurance coverage prior to implementing any changes.

#### 15.4 Repealed.

15.5 The Employer agrees to continue a deductible reimbursement program equal to the City and Borough of Wrangell's Health Reimbursement Arrangement.

#### **ARTICLE 16**

#### **RETIREMENT BENEFITS**

16.1 All regular permanent employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) and the Supplemental Benefits System (SBS) as provided by the State of Alaska.

### ARTICLE 17 LABOR/MANAGEMENT COMMITTEE

17.1 A Labor/Management Committee, consisting of no more than three (3) regular representatives from City Management, and no more than three (3) representatives from the employee group will meet upon written notification of desire to convene by either party. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement and public relations.

17.2 The Committee will not have the authority to alter the meaning or cost application of the Collective Bargaining Agreement, nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the City and the Union, alternately, at each meeting.

### ARTICLE 18 EMPLOYMENT PRACTICES

18.1 Employees shall have access to the confidential personnel and payroll files that relate to them. Access to these files by other than the Borough Manager or his/her designee, the employee's immediate supervisor and department head shall not be allowed without prior approval of the Borough Manager, except that the Finance Director may have access to payroll and benefits records. Employees shall be advised as to any other persons who may be granted access to these files.

18.2 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.

18.3 In case of occupational injury, or prolonged illness, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period. The limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill a position being held under this section provided, the Employer notifies the Union in writing, a) at the time of hiring; b) at the time of transition in the case of an existing Temporary Employee, that the Temporary Employee is being used to

backfill a specified position in accordance with this section; or c) at the time the Borough is notified that the Permanent Employee's absence will extend beyond six (6) months, requiring extension of the term of the Temporary Employee being used to backfill a specified position in accordance with this section beyond six (6) months.

18.4 Reserved for future use.

18.5 The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment. The Employer shall also furnish the cost of required overalls, rain gear, boots, or other protective clothing for all full-time employees not to exceed five hundred dollars (\$500.00) per year per employee. Reimbursement will be made based on evidence of purchase. This allowance may also be used for personal clothing that has been destroyed or deemed unusable in the performance of the employee's job. Employees are required to check their balance before purchase.

18.6 Employees shall travel between facilities and job sites on the Employer's time and in City vehicles and shall report at shop headquarters in which they are regularly employed. Employees will not use personal vehicles in the course of their work unless specifically authorized in writing, in which case the maximum Internal Revenue Service (IRS) allowable reimbursement rate per mile will be paid. Employees approved to use personal vehicles must be licensed, registered, and insured in accordance with Alaska state law.

18.7 Employees who report for work on a scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employee may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety. Reassignment of other work or training shall be at the sole discretion of the Employer.

18.8 All work shall be executed in a safe and proper manner. The Employer and employees shall be responsible for carrying out safety practices. Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official. All departments and facilities shall be outfitted with first aid kits which shall be kept properly supplied, and in clean and good condition.

18.9 Employees may engage in occupations or outside activities as long as they do not interfere with their job duties or create a conflict of interest.

18.10 Changes on timecards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved as soon as practical and the authorized Union representative. Copies of an employee's timecards shall be made available for inspection if requested by the employee or an authorized Union representative.

18.11 Payroll will be issued every two weeks beginning March 1, 2022. Employees will normally be paid on Friday on a biweekly basis. If the regular pay day occurs on a holiday, employees will be paid on the last working day prior to the regular payday. Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and total vacation and sick leave time accumulated. No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Electronic deposits will be made upon written request by the employee.

18.12 If important changes are made in any job, either from an equipment operation or responsibility standpoint, then such job shall be reviewed for reclassification by mutual agreement between the City and the Union. If new job classifications are created in divisions covered by this Agreement that would not otherwise be excluded from the bargaining unit pursuant to the recognition clause contained herein, the Employer and Union will bargain in good faith about the wages, hours and working conditions to apply to the new classification. Such negotiations shall occur prior to the hiring of the position.

18.13 An employee whose work requires driving motor vehicles must possess a valid driver's license issued by the State of Alaska, with an acceptable driving record. The Employer shall reimburse employees for the cost of job required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to report a suspension, revocation, or restriction of driving privileges may result in disciplinary action against the employee.

# ARTICLE 19 SAFETY

19.1 The City shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. All necessary rubber equipment and noise protection gear for the protection of employees working on or in close proximity of live and/or loud equipment is to be furnished by the City and shall be used by the employees at all appropriate times. The City will furnish such safety straps as may be necessary. 19.1.1 The Employer will provide an allowance of up to three hundred fifty dollars (\$350.00) for replacement of body belts and up to two hundred fifty dollars (\$250.00) for replacement of climbers and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under this Collective Bargaining Agreement.

19.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The reimbursement will not apply to belts and climbers that have been intentionally damaged. Upon a request for replacement by the employee, the Employer along with a Union designated safety committee person, shall make a determination of the present condition of the equipment, it's adequacy of protection and fit; then either approve or disapprove the replacement. Any dispute over this determination may be subject to the grievance procedure contained in the Agreement.

19.2 Both Employer and employees are required to comply with the Alaska Occupational Safety and Health Act (OSHA), as set forth in AS 18.60.010 – AS 18.60.105. Pursuant to AS 18.60.075(a) and AS 18.60.075(b), as may be amended from time to time, it shall be the responsibility of both the Employer and employees to undertake all work in a safe and proper manner. Subject to AS 18.60.077 and AS 18.60.081, The National Electric Safety Code and OSHA regulations adopted by the State of Alaska for electrical work and related activities shall serve as the standard.

19.3 All repair, installation, and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen where available. The framing and handling of poles, boring and fitting on cross arms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizes, voltage regulators and other electrical apparatus will be done by qualified journeyman who may be assisted by apprentices or ground men.

19.4 When working on energized circuits of 400 volts or greater, one (1) journeyman and (1) apprentice or ground man shall be required. The apprentice or ground man shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.

19.5 In case of trouble on energized lines, conductors, or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job when available.

19.6 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices

for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000-volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder, and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.

19.7 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions, or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an unauthorized attendant should be kept locked.

19.8 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

19.9 The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged.

19.10 Safety or prescription safety eyeglasses and frames broken as a result of job-related activities will be replaced at Employer expense, providing proof of loss or breaking of glasses in the course of employment is furnished.

19.11 Drug/Alcohol Testing: IBEW, Local 1547 and the City maintain a firm joint commitment to ensure a drug-free workplace, and to comply with applicable laws and regulations for employees in positions requiring commercial driver's licenses, and a policy of pre-employment testing, reasonable suspicion testing, random testing, and post-accident testing for positions that do not require commercial driver's licenses.

19.12 A Safety and Training Committee composed of equal representation from the Employer and the employees shall be created to inspect all tools and equipment and review safety programs and training. The Safety Committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations. Inspections and safety meetings are to be made mandatory on a monthly basis. The Employer will forward minutes of all safety meetings to the Local 1547 Unit 104 Union office.

19.13 In the event of an incident, emergency, or disaster it may be necessary for the City to operate under the framework of the Incident Command System (ICS). In the hierarchy of the ICS structure, the Operations Section Chief dictates staff and work assignments, not the functional Supervisor or Department Director. Employees covered under this Agreement shall follow work assignments dictated by the Incident Commander, Operations Section Chief, or designee when the City is officially operating under the ICS framework. Notification will be provided in writing to the Union and the Employees.

### ARTICLE 20 NO STRIKE – NO LOCKOUT

20.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Union further agrees that it will not sanction, aid or abet, encourage, or continue any work stoppages, strike, picketing, sick-out, slow down, hand billing or other disruptive activity during the life of this Agreement and shall undertake all reasonable means to prevent or terminate any such activity.

20.2 Under normal conditions, it is agreed that nothing in this Agreement shall be interpreted as requiring members of the Union to work behind another labor organization's lawful picket line recognized by IBEW, Local 1547. However, it is mutually agreed that all essential services will be maintained by employees without interruption.

# ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The parties agree that any problems should be resolved as quickly as possible and at the lowest level of supervision possible. If informal resolution is not possible, the following steps shall apply:

21.2 <u>Step I – Department Head:</u> Any employee shall first discuss any grievance with his or her Department Head within five (5) working days after the grievance arose. The employee may be accompanied by his or her Shop Steward. Grievances settled in writing at Step I, found to be contradictory to Alaska state laws may be reopened through a written notice to the Union within seven (7) calendar days from the date of the grievance decision. Grievances reopened in this manner shall proceed immediately to Step II of the grievance procedure.

21.3 <u>Step II –Borough Manager:</u> If the matter cannot be resolved informally at Step I, and it is the employee's desire to proceed further, the Union shall reduce the grievance to writing and submit it to the Borough Manager, or designee. The written grievance shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. The Borough Manager, or his/her designee will, within seven (7) working days of receipt of the written grievance, hold a meeting with the employee

and a Union representative for the purpose of resolving the grievance. The Borough Manager, or designee shall respond in writing within seven (7) working days of the Step II meeting.

21.4 <u>Step III – Arbitration:</u> If not settled, the Union may submit the grievance to final and binding arbitration within fourteen (14) working days following receipt of the Step II response. Upon notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, request the Federal Mediation and Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternatingly strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

21.5 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

21.6 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred, incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party, shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

21.7 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived and such failure shall constitute a bar to any future actions thereon. The grievance shall automatically progress to the next step and not be deemed waived if the Employer (or his/her designee) fails to answer a grievance at any step in the procedure. In any event, the Union shall be entitled to a written response from the Employer prior to submission to arbitration.

21.8 Unless otherwise agreed to herein, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or

reason unless they are relevant to a filed grievance. Copies of all documents used to support and answer a grievance shall be made available to the parties.

21.9 For the purposes of this Article "working days" shall exclude Saturdays, Sundays and recognized holidays.

### ARTICLE 22 NONDISCRIMINATION

22.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex or national origin, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step III of the grievance procedure of this Agreement if the grievant has also filed a charge or claim with an administrative agency or court of law, and provided further, that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Union thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

### ARTICLE 23 UNION REPRESENTATION

23.1 The Union's Business Representative shall appoint no more than three (3) Shop Stewards within the City and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative, or its appointed Shop Stewards, shall represent the Union.

23.2 Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving notice or having made an appointment, Shop Stewards or other authorized Union representatives, as stated above in Section 23.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement. Each Shop Steward shall have up to a total of four (4) hours each month unless mutually agreed otherwise, during regular working hours for investigating, presenting, or adjusting grievances and disputes relating to this Agreement. If additional time is necessary, the IBEW will be invoiced for the additional time at the full wage and benefit of the employee. Steward time shall be recorded on their individual time sheets.

23.3 The City shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

23.4 The Union reserves the right to discipline its members for any violation of any of its laws, rules and agreements.

### ARTICLE 24 UNION SECURITY

24.1

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B. A business representative or a shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation. Such time shall be deducted from the monthly time allotment for each shop steward as provided for in Section 23.2 of this Agreement and shall be recorded on the time sheet of the shop steward.
- C. The Employer agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.
- D. The Employer shall not discourage an employee from joining the Union or becoming an agency fee payer.
- E. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union, or except as provided by law or ordinance.
- F. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

24.2 During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for payroll deduction of Union dues, copies of which shall be provided by the Employer. The Borough Manager shall be notified, in writing, by an authorized Union representative of any change in dues or fees which require payroll programming changes at least thirty (30) days prior to the effective date of the change. The Employer will not be held liable for deduction errors but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article. The City will send payment for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15<sup>th</sup>) day of the following month.

24.3 During the term of this Agreement, the Employer shall deduct \$7.00 per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or liability that may arise out of, or exist as a result of, making these deductions or contributions.

24.4 The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, Union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

24.5 IHBF: By ratification of this Agreement, all IBEW members of the bargaining unit under this Agreement, agree that the Employer shall, upon ratification, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions submitted by the Employer.

### ARTICLE 25 GENERAL PROVISIONS

25.1 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

25.3 Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

25.4 The Employer shall have the right to transfer employees covered by the current Collective Bargaining Agreement (CBA) to a third party, whether by sale, transfer, privatization, or any other legal means. The City is obligated to require the third party acquiring said properties, to agree in writing to both the City and IBEW, Local 1547 (Union) to:

- A. Recognize the Union as the collective bargaining representative of all transferred employees;
- B. For the duration of the CBA agree to not lay-off transferred employees and honor all terms and conditions of the CBA.

### ARTICLE 26 TERM OF AGREEMENT

26.1 This Agreement shall become effective July 1, 2021 and shall continue in full force and effect through June 30, 2024 and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this

Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

26.2 If, at any time during the Agreement, the State of Alaska reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of renegotiating any pending wage increases agreed to but not yet in effect. These negotiations must take place prior to the effective date of any such increase.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to

be duly executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

### ATTEST

#### **CITY AND BOROUGH OF WRANGELL**

By \_\_\_\_\_ Jeff Good Interim Borough Manager

By \_\_\_\_\_

Stephen Prysunka Mayor

### INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547, AFL-CIO

By \_\_\_\_\_

Marcie Obremski Business Manager/Financial Secretary

Ву\_\_\_\_\_

Robert Stamm Business Representative

Ву\_\_\_\_\_

Mark Armstrong Negotiating Committee

By \_\_\_\_

Stanley Campbell Negotiating Committee

By\_

Andrew Scambler Negotiating Committee

### CITY AND BOROUGH OF WRANGELL APPENDIX A JOB TABLE BY GRADE AND TITLE

GRADE	JOB CLASSIFICATION TITLE	DEPARTMENT
9	Maintenance Custodian	Pool/Museum
13	Groundman/Meter Reader	Electric
13	Harbor Maintenance Security Assistant	Harbor
14	Maintenance Specialist I/Heavy Equipment Operator Trainee	Public Works
15	Administrative Assistant	Harbor
15	Maintenance Specialist	Public Works
15	Apprentice Water/Wastewater	$\sim$
16	Electric Dispatch Secretary	Electric
16	Sanitation Worker	Sanitation
17	Ports and Harbors Maintenance	Harbor
19	Facility Maintenance Specialist	Public Works
19	Harbor Services Leadman	Harbor
19	Marine Service Center/Harbor Services Leadman	Harbor
19	Mechanic	Garage
19	Skilled Maintenance Specialist	Public Works
19	Water Treatment Operator	Water/Wastewater
19	Wastewater Treatment Operator	Water/Wastewater
20	Diesel Electric Mechanic	Electric
20	Mechanic Leadman	Garage
23	Water Treatment Leadman	Water/Wastewater
23	Wastewater Treatment Leadman	Water/Wastewater
23	Public Works Foreman	Public Works
27	Electrical Lineman	Electric
29	Electrical Line Foreman	Electric

# CITY AND BOROUGH OF WRANGELL APPENDIX A (continued) APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage rate, at Step 6 of the Journeyman Lineman wage schedule in Appendix A:

Period	Percent	OJT Hours	Related Training Component
1 <sup>st</sup>	50%	0-1000 Hours	Satisfactory Progress
2 <sup>nd</sup>	55%	1001-2000 Hours	Complete 1st Year
3 <sup>rd</sup>	60%	2001-3000 Hours	Satisfactory Progress
4 <sup>th</sup>	65%	3001-4000 Hours	Complete 2 <sup>nd</sup> Year
5 <sup>th</sup>	75%	4001-5000 Hours	Satisfactory Progress
6 <sup>th</sup>	80%	5001-6000 Hours	Complete 3 <sup>rd</sup> Year
7 <sup>th</sup>	85%	6001-7000 Hours	Satisfactory Progress
8 <sup>th</sup>	90%	7001-8000 Hours	Complete 4 <sup>th</sup> Year
			Pass State Licensing Exam

To be advanced to the next level the apprentice must have completed both the on-the-job training (OJT) hours and the related training component, as stated above.

The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two journeyman. The Foreman will be counted as a journeyman for this calculation.

### CITY AND BOROUGH OF WRANGELL APPENDIX B

TEMPORARY EMPLOYEES

Wages and Benefits

1. Temporary employees working in classifications other than those listed below shall be paid at the applicable rate set forth in Appendix A.

2. All employees hereunder are designated as NECA-Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.

3. NECA-Temporary Employees: Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment in a twelve (12) month period. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at three (3) times the appropriate straight time rate for time worked on holidays.

4. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless the Employer affirmatively indicates in writing that is the Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	13

**ORDINANCE No. 1016** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.192, 15.12.200, 15.12.210, AND 15.12.215 IN CHAPTER 15.12, ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:		FISCAL NO	<u>TE:</u> e <b>Required:</b> Non	e at this time
Jeff Good, Interim Borough Manager		FY 20: \$	FY 21: \$	FY22: \$
		Amount Budgeted:		
Deviewa (Annovala (Decompondationa		Account Number(s):		
Reviews/Approvals/Recommendations				
	Commission, Board or Committee	Account Nat	me(s):	
Name(s)				
Name(s)		Unencumbe	ered Balance(s)	(prior to
	Attorney	expenditure		-
	Insurance			

ATTACHMENTS: 1. Ord 1016 2. Existing WMC 15.12

# **RECOMMENDATION MOTION:**

Move to approve first reading of Ordinance No. 1016 and move to a Second reading with a Public Hearing to be held on January 11, 2022.

# SUMMARY STATEMENT:

The Borough was notified on December 11, 2021, that SEAPA would be increasing their wholesale power rates by 0.25 cents per kwh. The current resale rate is \$0.068 per kwh and the proposed resale rate is \$0.0705 per kwh.

As per WMC 15.12.192 (Hydroelectrical wholesale power rate adjustment), the borough is making the adjustment to residential, small commercial, large commercial, and shore service for boats as of February 1, 2022.

#### CITY AND BOROUGH OF WRANGELL, ALASKA

#### ORDINANCE NO. 1016

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.192, 15.12.200, 15.12.210, AND 15.12.215 IN CHAPTER 15.12, ELECTRICITY, IN THE WRANGELL MUNICIPAL CODE

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

SEC. 1. <u>Action</u>. The purpose of this ordinance is to amend Title 15, Chapter 15.12, Sections 15.12.192, 15.12.200, 15.12.210, and 15.12.215, is hereby amended as follows:

SEC. 2. <u>Amendment</u>. Section 15.12.192 Hydroelectrical wholesale power rate adjustment of the Wrangell Municipal Code is amended as follows:

#### 15.12.192 Hydroelectrical wholesale power rate adjustment.

A. Applicability. An adjustment shall be made to each billing for kilowatt hours rendered under Schedule A, Schedule B, Schedule C, and shore service for boats to reflect increases or decreases in the wholesale power rate charged per kilowatt hour for the purchase of energy generated by the Lake Tyee Hydroelectric Project. The adjustment will be effective the first billing period following the date the wholesale power rate is set as provided in the long-term power sales agreement between the borough and Alaska Power Authority, et al. The base wholesale power rate used to determine the adjustment is **[\$0.068]**<u>0.0705</u> per kilowatt hour, which rate was effective **[July 1, 2002**]<u>January 20, 2022</u>.

B. Method of Calculation. The adjustment shall be calculated as follows: The actual energy charge per kilowatt hour will be adjusted to the nearest tenth of a cent to reflect changes in the base wholesale power rate.

SEC. 3. <u>Amendment</u>. Section 15.12.200, Meter rates – Residential service (Schedule A) of the Wrangell Municipal Code is amended as follows:

#### 15.12.200 Meter rates – Residential service (Schedule A).

A. Availability. Residential service under this schedule shall be limited to single phase, two or three wire 120/140 service. All installations shall be subject to the approval of the electric utility.

B. Rate.

Customer charge:

\$8.00 per month

Energy charge:

0 – 300 KWH	[\$ <b>0.1348</b> ] <u>\$0.1373</u> per KWH
301 – 1,200 KWH	[ <b>\$0.1091</b> ] <u>\$0.1116</u> per KWH
Over 1,200 KWH	[\$0.0856] <u>\$0.0881</u> per KWH

SEC. 4. <u>Amendment</u>. Section 15.12.210, Meter rates – Small commercial service (Schedule B) of the Wrangell Municipal Code is amended as follows:

#### 15.12.210 Meter rates – Small commercial service (Schedule B).

A. Classification. Small commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use less than an average of 30,000 KWH per month, based upon the previous 12-month average consumption, and are served at secondary distribution voltage level.

B. Availability. Small commercial service under this schedule shall be limited to single phase 120/240 volts service. All installations shall be subject to the approval of the electric utility.

C. Rate. Schedule B.

Customer charge:	<b>\$9.00</b> per month
Energy charge:	<b>\$0.1241</b>

SEC. 5. <u>Amendment</u>. Section 15.12.215 Meter rates – Large commercial service (Schedule C) of the Wrangell Municipal Code is amended as follows:

#### 15.12.215 Meter rates – Large commercial service (Schedule C).

A. Classification. Large commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use an average of 30,000 KWH per month, or more, based upon the previous 12-month average consumption, and are served at secondary distribution level.

B. Availability. Large commercial service under this schedule shall be limited to single- or threephase 115 and/or 230-volt service. All installations shall be subject to the approval of the electric utility. C. Demand Charge. The rate in this section does not include a demand charge. The borough reserves the right to adopt a demand charge after installation of KW demand meters and adoption of rates as required by law.

D. Rate. Schedule C.

Customer charge:

\$13.50 per month

Energy charge:

0 – 70,000 KWH	[ <b>\$0.1145</b> ] <u>\$0.117</u> per KWH
Over 70,000 KWH	[ <b>\$0.1102</b> ] <u>\$0.1127</u> per KWH

SEC. 6. <u>Classification.</u> This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 7. <u>Effective Date</u>. This ordinance shall be effective as of January 20, 2022.

PASSED IN FIRST READING: \_\_\_\_\_, 2021.

PASSED IN SECOND READING: \_\_\_\_\_, 2022.

Stephen Prysunka, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

Item s.

#### 15.12.192 Hydroelectrical wholesale power rate adjustment.

A. Applicability. An adjustment shall be made to each billing for kilowatt hours rendered under Schedule A, Schedule B, Schedule C, and shore service for boats to reflect increases or decreases in the wholesale power rate charged per kilowatt hour for the purchase of energy generated by the Lake Tyee Hydroelectric Project. The adjustment will be effective the first billing period following the date the wholesale power rate is set as provided in the long term power sales agreement between the borough and Alaska Power Authority, et al. The base wholesale power rate used to determine the adjustment is \$0.068 per kilowatt hour, which rate was effective July 1, 2002.

B. Method of Calculation. The adjustment shall be calculated as follows: The actual energy charge per kilowatt hour will be adjusted to the nearest tenth of a cent to reflect changes in the base wholesale power rate. [Ord. 721 § 4, 2002.]

#### 15.12.200 Meter rates – Residential service (Schedule A).

A. Availability. Residential service under this schedule shall be limited to single phase, two or three wire 120/140 service. All installations shall be subject to the approval of the electric utility.

B. Rate.

Customer charge:	\$8.00 per month
Energy charge:	
0-300 KWH	\$0.1348 per KWH
301 – 1,200 KWH	\$0.1091 per KWH
Over 1,200 KWH	\$0.0856 per KWH

[Ord. 883 § 2, 2014; Ord. 834 § 1, 2009; Ord. 813 § 1, 2008; Ord. 721 § 4, 2002; Ord. 693 § 4, 2000; Ord. 643 § 5, 1998; Ord. 530 § 6, 1987; Ord. 495 § 5, 1986; Ord. 473 § 6, 1985; Ord. 411 § 5, 1981; prior code § 54.20.070.]

#### 15.12.210 Meter rates – Small commercial service (Schedule B).

A. Classification. Small commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use less than an average of 30,000 KWH per month, based upon the previous 12-month average consumption, and are served at secondary distribution voltage level.

B. Availability. Small commercial service under this schedule shall be limited to single phase 120/240 volts service. All installations shall be subject to the approval of the electric utility.

C. Rate. Schedule B.

Customer charge:	\$9.00 per month
Energy charge:	\$0.1241 per KWH

[Ord. 883 § 3, 2014; Ord. 834 § 2, 2009; Ord. 791 § 4, 2007; Ord. 721 § 4, 2002; Ord. 693 § 4, 2000; Ord. 643 § 5, 1998; Ord. 530 § 7, 1987; Ord. 495 § 6, 1986; Ord. 473 § 7, 1985; Ord. 411 § 6, 1981; prior code § 54.20.080.]

#### 15.12.215 Meter rates – Large commercial service (Schedule C).

A. Classification. Large commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use an average of 30,000 KWH per month, or more, based upon the previous 12-month average consumption, and are served at secondary distribution level.

B. Availability. Large commercial service under this schedule shall be limited to single- or three-phase 115 and/or 230 volt service. All installations shall be subject to the approval of the electric utility.

Item s.

C. Demand Charge. The rate in this section does not include a demand charge. The borough reserves the right to adopt a demand charge after installation of KW demand meters and adoption of rates as required by law.

D. Rate. Schedule C.

Customer charge:

\$13.50 per month

Energy charge:

0-70,000 KWH

Over 70,000 KWH

\$0.1145 per KWH

\$0.1102 per KWH

[Ord. 883 § 4, 2014; Ord. 834 § 3, 2009; Ord. 791 § 4, 2007; Ord. 721 § 4, 2002; Ord. 693 § 4, 2000; Ord. 643 § 5, 1998; Ord. 530 § 8, 1987; Ord. 495 § 7, 1986; Ord. 473 § 8, 1985; Ord. 411 § 7, 1981; prior code § 54.20.085.]

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

AGENDA ITEM TITLE:	DATE:	December 14, 2021
	<u>Agenda</u> <u>Section</u>	15

Executive Session: To discuss the possible Acquisition of Land

SUBMITTED BY:		<b>FISCAL NOTE:</b> <b>Expenditure Required:</b> \$XXX Total				
Kim Lane, Borough Clerk				FY23: \$		
Amount Budgeted:						
			FY22 \$	SXXX		
Derrierung	(Annual (Decommondations	Account		t Number(s):		
Reviews/Approvals/Recommendations		XXXXX XXX XXXX				
	Commission, Board or Committee	Account Name(s):				
Name(s)			Enter	Гext Here		
Name(s)		Unencumbered Balance(s) (prior to				
	Attorney	expenditure):				
	Insurance		\$XXX			

ATTACHMENTS: 1. None.

# **RECOMMENDATION MOTION:**

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session and invite the Borough Manager into the Session, to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically to discuss the possible acquisition of land.

# SUMMARY STATEMENT: None.

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

	DATE:	December 14, 2021
<u>AGENDA ITEM TITLE:</u>	<u>Agenda</u> <u>Section</u>	15

**Executive Session:** Discussion on the Proposed IBEW Collective Bargaining Agreement

SUBMITTED BY:		FISCAL NOTE: Expenditure Required:		
Jeff Good, Borough Manager		FY 20: \$	FY 21:	FY22:
		Amount Bu	ıdgeted:	
		FY	22 \$0	
Douioura	(Approvale / Recommandations	Account Number(s):		
Reviews	/Approvals/Recommendations			
		Account Na	ame(s):	
Name(s)				
Name(s)		Unencumb	ered Balance(s	) (prior to
	Attorney	expenditu	re): See Agenda	Statement
	Insurance			

# **RECOMMENDATION MOTION:**

Pursuant to AS 44.62.310 (c)(3), I move to approve that we go into Executive Session, and invite the Borough Collective Bargaining Team, Borough Manager and Attorney, to discuss the proposed Collective Bargaining Negotiations, a matter "which by law, municipal charter, or ordinance" is required to be confidential.

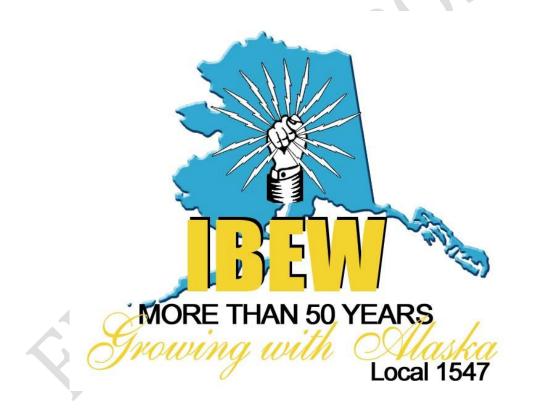
# **COLLECTIVE BARGAINING AGREEMENT**

between

# **CITY & BOROUGH OF WRANGELL**

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547, AFL-CIO



JULY 1, 2021 THROUGH JUNE 30, 2024

## CITY & BOROUGH OF WRANGELL COLLECTIVE BARGAINING AGREEMENT

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#### **INTRODUCTION**

This Agreement is made and entered into by and between the City and Borough of Wrangell, Alaska (hereinafter referred to as "City" or "Employer"), and Local 1547 of the International Brotherhood of Electrical Workers, (hereinafter referred to as "IBEW" or the "Union").

#### PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties in order to promote harmonious and cooperative relations between the Employer and employees and to protect the public by assuring orderly and effective operations of government.

#### ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for and this Agreement shall cover all regular full-time, regular part-time and probationary employees in the job classifications set forth in Appendix A and Appendix B of this Agreement, who are employed by the Employer, excluding administrative and professional employees, confidential employees, managerial employees, limited part-time employees as defined in Article 3, Section 3.5, temporary employees as defined in Article 3, Section 3.7 and department heads.

1.2 Subject to past practice and to positions sharing a commonality of interest, this bargaining unit shall include, and this Agreement shall cover all regular full-time, regular part-time and probationary employees in new job classifications created after the effective date of this Agreement.

1.3 Any claim that the Employer has wrongfully removed an employee from the bargaining unit through illegitimate reclassification or promotion may be submitted, beginning at Step II of the Grievance Procedure contained herein.

1.4 Bargaining unit work may be performed by non-bargaining personnel on an incidental basis under the following circumstances: a) when necessary for training to maintain skills, credentials or licensure or for testing of equipment essential to the operation of the City; b) when assistance by non-bargaining personnel resolves an immediate safety risk to any personnel or member of the public; c) when assistance resolves imminent threat of damage or destruction to City property, improvements or infrastructure; d) in cases of emergency when regular bargaining unit personnel are not available on a regular or overtime basis; and e) when bargaining unit members request assistance from non-bargaining personnel.

### ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Union recognizes the right of the Employer to operate and manage the City, including but not limited to the right to establish and require standards of performance; to maintain order and improve efficiency; to determine the management, supervisory or administrative organization of the Employer and the selection of employees to non-bargaining unit supervisory, management or administrative positions; to direct employees; to determine job assignments and work schedules; to determine the materials, technology and equipment to be used; to implement new and different operational methods and procedures; to determine staffing roles and responsibilities, levels and the performance and requirements; to determine the kinds, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, suspend, demote or discharge employees for just cause; to lay off and recall employees; to require overtime work of employees; and to rules, regulations, education/training, promulgate and enforce safetv requirements, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised by ordinance or otherwise so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it, from time to time, shall determine. Any claim that the Employer has exercised such rights and power contrary to the provisions of the Agreement may be submitted to the grievance procedure contained herein. This section shall not conflict with the Union security provisions contained herein.

2.2 The Employer shall have the right to subcontract work covered by the Agreement. No regular employee shall be laid off, terminated, or discharged by the Employer as the result of the Employer subcontracting any work.

2.3 The parties agree and understand that the purpose and intent of this provision is not in any way to limit or restrict the ability of the Employer to do business with other employers, but, rather, this provision is designed and intended to preserve work for employees whose wages, hours, benefits and safety conditions of employment are prescribed by this Agreement, or in the event subcontract of work covered by this Agreement is undertaken that the performance of such work and practice of subcontracting do not result in the destruction of

wages, hours, benefits and safety conditions of employment achieved through the collective bargaining process.

### ARTICLE 3 DEFINITIONS

3.1 <u>Non-Exempt Employee:</u> All employees covered by this Agreement.

3.2 <u>Regular Employee:</u> Employees who have satisfactorily completed their new-hire probationary period. Regular employees are either Regular Full-Time Employees or Regular Part-Time Employees.

3.3 <u>Regular Full-Time Employees:</u> Employees who are regularly scheduled to work at least thirty (30) hours per week.

3.4 <u>Regular Part-Time Employees:</u> Employees who are regularly scheduled to work less than a full-time work schedule but at least fifteen (15) hours per week. Such employees shall receive benefits on a pro rata basis.

3.5 <u>Limited Part-Time Employees:</u> Employees who are regularly scheduled to work less than fifteen (15) hours per week and whose schedule vary depending upon need. These employees are not eligible for benefits other than those that are required by law.

3.6 <u>Probationary Employees:</u> All newly hired or re-hired Regular Employees during the first one hundred eighty (180) calendar days preceding their most recent date of hire.

3.7 <u>Temporary Employees:</u> Employees who are not regularly scheduled and who work when work is available, or when hired to work a regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Union agrees otherwise. The Employer will inform the Union when it has hired temporary employees to fill positions covered by this Agreement.

3.8 <u>Foreman/Supervisor:</u> A Foreman/Supervisor is a bargaining unit member and who supervises other employees as assigned. He/she may work with

tools, provided it does not interfere with the supervision of safety. Although covered by this Agreement, foremen shall be considered supervisory with full supervisory authority and responsibility as directed by the Employer, and the Employer shall be the sole judge of their qualification, selection, performance, and removal. Said exercise of such judgment shall not be subject to the grievance procedure herein. Instructions will normally and usually be given by an employee's immediate supervisor, most often a Department Director.

3.9 <u>Continuous Employment</u>: The time period from the employee's date of hire to the employee's date of termination or retirement from City employment. All paid and unpaid leave is counted as continuous employment.

3.10 <u>Termination</u>: When an employee's employment with the City ends either by an action of the Employer or by a voluntary action by the employee.

3.11 <u>Retirement</u>: An action by the employee by which ends his/her employment with the City once he/she becomes eligible for Retirement.

3.12 <u>Trial Period</u>: The allotted time in which, after a regular employee is promoted or transferred into a different position, either the employee may voluntarily return to his/her previous position, or the Employer may return the employee back to his/her previous position.

3.13 <u>Shift Employees:</u> Shift employees as it pertains to this Agreement are those employees whose normal workweek schedule may include a shift outside the hours of 7:00 a.m. to 5:00 p.m.

## ARTICLE 4 <u>HIRING, PROMOTION, TERMINATION</u>

4.1 Notices of vacancies in positions covered by this Agreement shall be posted for five (5) working days on all previously designated bulletin boards in advance of permanently filling the position in order to afford presently employed bargaining unit employees the first opportunity to apply. If qualified employees apply during the exclusive in-house 5 day filing period, they will be considered by the Employer before other applications are considered from outside the bargaining unit. Being considered is no guarantee of a transfer or a promotion. The Employer shall make their determination of qualified bargaining unit applicants within five (5) working days following the five (5) day in-house filing period.

4.2 In making temporary and permanent appointments and promotions within classifications covered by this Agreement, seniority of bargaining unit employees shall be given full consideration, and where required skills and abilities are equal, seniority shall prevail. Any dispute as a result of an employee being

promoted over an employee with more seniority may be subject to the grievance procedure contained herein.

4.3 Any regular bargaining unit employee who is promoted or transferred into a different position covered by this Agreement shall be given a reasonable period, not to exceed thirty (30) working days, to become familiar with the job and to demonstrate the ability to fill the position satisfactorily. If during this trial period, the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority. If within thirty (30) working days, the employee determines that the position is not satisfactory, the employee shall be returned to his/her former position without loss of seniority.

4.4 All new employees with the exception of part-time and temporary employees shall be considered employed on a probationary basis and classified as such for the first one hundred eighty (180) days of their employment. During the probationary period, new employees may be discharged without cause at the full discretion of the Employer. Probationary employees will be evaluated after ninety (90) days. If retained after one hundred eighty (180) days in the same position, such employees shall thereafter be considered regular employees, be classified as such, and be entitled to all rights and privileges contained in this Agreement, retroactive to their most recent date of hire as a probationary employee.

4.5 No regular employee shall be discharged without just cause. The existence of cause for discharge, if disputed, shall be subject to the grievance procedure contained herein. When appropriate, the Employer will follow the principle of progressive discipline.

4.6 If it becomes necessary to lay off any regular employee covered by this Agreement, the Employer shall give the affected employee notice in writing two (2) weeks in advance or, in lieu of such notice, two (2) weeks' pay at the employee's regular rate of pay at the time of such layoff. If the layoff is permanent, the employee shall also receive the equivalent cash value of accrued vacation leave eligible for distribution.

4.7 All temporary employees who progress without a break in employment to a regular position covered by this Agreement, will be entitled to all rights and privileges contained in this Agreement, with their probationary period, seniority, and leave accruals retroactive as of their initial date of hire as a temporary employee. However, if a temporary employee progresses to a position other than their temporary position the employee shall serve a probationary period of one hundred eighty (180) days in the new position.

4.8 Only those bargaining unit employees defined in Article 3 as regular full-time, regular part-time, probationary, and temporary shall be allowed to perform work in those classifications listed in Appendix A of this Agreement.

## ARTICLE 5 WORK SCHEDULE AND OVERTIME

#### 5.1 Normal Workday and Work Week:

The normal work week for employees, except shift employees, shall consist of forty (40) hours, Monday through Friday. The normal workday for all employees, except shift employees, shall consist of eight (8) hours plus an unpaid meal period of at least one-half hour.

5.2 The normal week for shift employees shall consist of forty (40) hours and shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday. Where mutually agreed to by the Employer and employee concerned, a normal workday or shift may consist of more than eight (8) hours. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift; 3:00 p.m. to 1:00 a.m. for swing shift, and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.

5.3 Deviations from the normal work week for employees, except shift employees, including a four-day, ten-hour work schedule shall be allowed; provided, however, any deviation from the normal work week shall be mutually agreeable between the Employer, the employee involved and contact the Union for any permanent changes.

5.4 All time worked by regular employees in excess of their normal workday or shift and all time worked by all employees covered by this Agreement in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime work shall be paid at one and one-half times  $(1\frac{1}{2})$  unless noted otherwise in this Agreement.

5.5 Anytime an employee's workday schedule, including days off, is changed with less than one (1) weeks' notice, the employee shall be compensated at the overtime rate for the days which would have been considered the days off. The foregoing shall not apply to scheduled shift changes such as change from day shift to swing shift. The work week schedule for shift employees shall not exceed five (5) days on, with two (2) days off in seven (7) days. Work schedules for shift employees shall be posted by the 25<sup>th</sup> of the month covering the succeeding month. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.

5.6 Insofar as practical, overtime shall be divided as equally as possible among regular employees of the same job classification.

5.7 Any regular employee working within the defined hours of swing shift will receive an additional one dollar (\$1.00) per hour for all hours worked. Any employee working within the defined hours of graveyard shift will receive an additional two dollars (\$2.00) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate.

5.8 All work performed by a regular or probationary employee on a holiday will be at the double time rate plus the holiday pay.

5.9 In the event an employee is asked to work during his/her vacation, the employee shall receive the double time rate of pay for all hours worked in addition to vacation pay. The employee may have the option to not receive vacation pay and have those vacation hours credited back to accrued vacation time.

5.10 Call Out/Call Back: When a regular or probationary employee is called in to work outside of the normal work schedule, a minimum of two (2) hours pay at the double time rate shall be paid to the employee. For all hours worked during the call out, in excess of the first two (2) hours, the employee shall receive overtime at the rate of double time. The call out time begins when the call is placed to the employee and ends once the employee returns to shop headquarters.

A. If an employee who was called out/back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous two (2) hour minimum.

5.11 When an employee covered by this Agreement is required to work two (2) or more hours after their normal quitting time without notice prior to employee's regular quitting time of the preceding day, the employee shall be furnished a meal and time necessary to eat, not to exceed one-half (1/2) hour, and at intervals of not more than four (4) hours thereafter while continuing to work. Mealtimes shall be on the Employer's time. Crews called out for emergency work before their normal starting time and required to work through their normal starting time or beyond shall be furnished breakfast at the Employer's expense and allowed not to exceed one-half (1/2) hour to eat.

5.12 The City may assign employees to perform work out of the employee's regular classifications.

A. All regular employees who are assigned to perform the work of a higher rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher rated classification or

that provides for a wage increase of at least three percent (3%) without an increase in pay shall be limited to bona fide training situations.

B. An employee who is assigned to perform the work of a higher rated classification will receive acting pay for wages only.

C. In the absence of a Lead, Foreman, or Department Director, a qualified, regular, or probationary, employee may be designated by the applicable Department Director to perform the duties of the absent position. When so designated, the employee is considered the "acting" absent position. Acting designation may be assigned when the absence is for a full eight (8) hour workday, or longer, and the following conditions are met: 1) the employee is sufficiently trained, certified, licensed, or proficient in performing the required duties; and 2) the employee will be supervising other employees or will be performing tasks or assuming responsibilities outside the current job description of the employee.

When acting as a Lead, Foreman, or Department director, the employee will be paid a rate equal to the first step of the position or 15% above their current rate, whichever is higher.

D. An employee who is assigned to work in a lower rated classification shall be paid at his/her regular straight time hourly rate.

5.13 Stand-by Time: Employees shall receive \$6.00 per hour while on stand-by. Stand-by time is a period of time in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he/she has previously been, at least twenty-four (24) hours in advance, informed by their supervisor or department head of the assignment. Each stand-by assignment shall be for no less than eight (8) hours.

A. An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call-back minimum.

- B. Stand-by duty requires the employee so assigned to:
  - 1. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer.
  - 2. Respond immediately to calls for his/her service, and

3. Refrain from activities which might impair his/her ability to perform his/her assigned duties should he/she be called out.

#### ARTICLE 6 COMPENSATION

6.1 Each year, upon the employees' anniversary of date of hire under the current position, all employees covered by this Agreement shall receive a one (1) step increase subject to a satisfactory performance evaluation, until the final step on the new Wage and Grade Table, Appendix B.

6.1.1 Performance evaluations shall be completed on or before the employees' anniversary date. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this Agreement.

6.1.2 An employee who has taken a voluntary transfer into a lower graded classification and after sixty (60) days, but before one hundred twenty (120) days, bids back into his/her former position, shall regain his/her former wage of the higher classification plus any performance evaluation increases which may have occurred as outlined in Section 6.1. The employee will not, however, receive the promotional increase for this transfer as stipulated in Section 6.2.

6.1.3 Effective July 1, 2021, all steps on the existing wage and grade table will increase by two percent (2.0%). The upgraded wage and grade table is located in Appendix B.

6.1.4 Effective July 1, 2022, all steps on the new wage and grade table In Appendix B will be increased by two percent (2.0%).

6.2 When an employee is permanently promoted or transferred to a higher grade, the employee will be placed in the first step of the new grade that provides a wage increase of at least three percent (3%).

6.3 If a permanent transfer to a lower grade level occurs, the employee will move to the step that approximates the employee's current wage or to the final step if the entire grade is less than the current wage of the employee.

## ARTICLE 7 HOLIDAYS

7.1 The following guaranteed paid holidays shall be recognized under this Agreement for all Regular and Probationary employees:

Seward's Day	Last Monday in March
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday and Fourth Friday in November
Christmas	December 25 <sup>th</sup>
Floater	1 per calendar year (Section 7.8)

7.2 Holiday pay will be calculated at eight (8) hours times the employee's straight-time hourly rate.

7.3 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, or when it falls on a Saturday, the preceding Friday shall be observed as the holiday.

7.4 If a holiday falls during an employee's regularly scheduled work week, the employee shall receive time off without loss of pay.

7.5 Worked performed on holidays will be paid for at the appropriate overtime rate in addition to the holiday pay.

7.6 When a holiday falls on a regular workday, during an employee's vacation or sick time, holiday pay will be provided instead of the leave benefit. Holiday pay shall not be counted against accrued vacation time or sick leave.

7.7 Vacation, sick leave and holidays will be counted as hours worked for the purpose of calculating overtime.

7.8 In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, after one (1) year of continuous employment. Requests for floaters must be made as far in advance as possible. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

## ARTICLE 8 VACATIONS

8.1 After completing the one hundred eighty (180) day probationary period, all regular employees shall be eligible to receive paid vacation benefits accrued according to the following schedule:

a. Upon eligibility, the employee is entitled to ten (10) vacation days for the first year, accrued monthly at the rate of 6.67 hours.

b. After one (1) year of continuous service, the employee is entitled to fifteen (15) vacation days each year, accrued monthly at the rate of 10.00 hours.

c. After four (4) years of continuous service, the employee is entitled to twenty (20) vacation days each year, accrued monthly at the rate of 13.33 hours.

d. After nine (9) years of continuous service, the employee is entitled to twenty-five (25) vacation days each year, accrued monthly at the rate of 16.67 hours.

e. After fourteen (14) years of continuous service, the employee is entitled to thirty (30) vacation days each year, accrued monthly at the rate of 20.00 hours.

8.2 Regular Part-Time employees working less than forty (40) hours per week will have vacation hours earned each month pro-rated based on weekly hours worked divided by 40.

8.3 Partial months earned during termination are not pro-rated. If an employee worked fifty percent (50%) or more of the workdays in the month in which his/her employment was terminated, then the employee will be credited for the entire month. If the employee worked less than fifty percent (50%) of the workdays in the month, in which his/her employment was terminated, no vacation time will be credited for that month.

8.4 During the probationary period, vacation time shall accrue but may not be taken prior to six (6) months of continuous satisfactory service, but after six (6) months of employment, vacation time shall then be retroactive and include the first month of the employees' date of hire. 8.5 Vacation pay shall be at the employees' current rate of pay at the time of vacation. Paid vacation time may be used in increments of one-half (1/2) hour.

8.6 The length of eligible continuous service is calculated on the basis of a "benefit year". This is the twelve (12) month period that begins on the employees' date of hire.

8.7 All regular employees shall be paid upon termination of employment up to a maximum of 320 hours of vacation time earned but not used

8.8 Upon retirement all regular employees shall be paid 100% for all vacation time earned but not used

8.9 An employee may not accumulate more than five hundred twenty (520) hours of vacation time at the end of any pay period. Written notification will be given to the employee at such time the employee's cap is reached.

8.10 Employees accruing vacation time at the rate of one (1) or more days per month, must take at least five (5) days of paid vacation days annually. Employees accruing vacation time at the rate of two (2) or more days per month must take at least ten (10) paid vacation days off annually.

8.11 If an employee is denied vacation time, which ultimately places him/her over the maximum accumulated hours, the employee shall be allowed to sell back as many hours as necessary to keep him/her under the maximum hour levels. For the purpose of this section, all vacation time must be requested 60 days in advance. In the event more than one employee requests the same vacation period, and it is determined by the Employer that too many employees would be gone in a given department, the employee (s) with the most department seniority shall be given preference.

## ARTICLE 9 SICK LEAVE

9.1 Upon completion of the probationary period, all regular employees shall accrue paid sick leave benefits at the rate of one (1) day (eight (8) hours) for each month of continuous employment up to a maximum of sixty (60) days (480 hours) and shall be paid at the employees' current rate of pay.

9.2 Paid sick leave benefits shall accumulate from the date of hire.

9.3

a. Accumulation of sick leave above four hundred eighty (480) hours shall be converted from sick leave to vacation leave on July 1<sup>st</sup> of each year.

At such time the employee may elect to cash-out half of their excess accumulated hours. This conversion shall not exceed 200 hours per year.

b. Employees officially retiring, or employees who have been employed with the Borough in a position for 15 or more years intending to voluntarily leave employment, are eligible for cash-out of accrued sick leave up to 280 hours as follows:

i. A hard-copy letter with an original signature declaring the employee's last day of employment is submitted to the Borough.

ii. For each one-month (30 calendar days) increment advance notice in writing is provided, the employee will receive one week (40 hours) of sick leave cash-out at the time of separation.

iii. Total cash-out of accrued sick leave (9.3 b) and total advanced notice cash-out (9.3 b ii) shall not exceed an accumulated combined 280 hours.

9.4 The Employer reserves the right to require sickness to be supported by a doctor's certificate in the case of habitual absenteeism and after 5 consecutive days of being absent.

9.5 Paid sick leave benefits shall be paid at the employee's current rate of pay for an illness or injury which has actually incapacitated the employee and prevented the employee from performing normal duties, or for absence due to illness in the employee's immediate family requiring the employee's personal attendance. Doctor, dental, or vision appointments shall be included as cause for sick leave.

9.6 In case of injury or ailment, which is covered by the Alaska Workers' Compensation Act, the employee will continue to accrue all benefits allowed under this Agreement, including but not limited to sick leave, vacation, and health & welfare insurance.

9.7 At the expiration of any period of sick leave, an additional period of up to ninety (90) days without pay shall be granted at the written request of the employee and the need for such sick leave must be proven by a doctor's certificate. Seniority rights shall be held by the employee until the expiration of any such period of leave without pay.

9.8 When an employee is temporarily, partially disabled and as a result is unable to perform regular duties, the Employer will make a reasonable effort to assign light duty when available.

9.9 An employee shall notify his/her supervisor immediately, or as soon as safely possible, in case of an accident or injury sustained on the job.

9.10 In the event an Employee covered by this Agreement requires leave, for a legitimate hardship (medical, family, or similar need), greater than his/her accrued leave, the Department Director for that employee may request leave donation through the Borough Manager for that Employee. The type and number of hours of leave shall be estimated, and a call to employees for donations will be solicited by the HR Representative. When sufficient leave has been donated, the call will end. Additional leave donation requests may be submitted for consideration. The value of the donated leave will be converted and paid at the current hourly rate of the Employee receiving the leave.

#### ARTICLE 10 SENIORITY

10.1 Seniority as used herein shall mean the length of continuous employment with the Employer within job classifications covered by this Agreement. Employees shall not accumulate seniority during the period of probationary employment. After employees have completed the probationary period and have been transferred to regular status, seniority shall be dated from the date of hire.

10.2 The seniority of an employee shall terminate if that employee:

10.2.1 Is laid off for a period of more than twelve (12) consecutive months.

10.2.2 Resigns from employment with the Employer.

10.2.3 Is discharged with just cause.

10.2.4 Is temporarily laid off and fails to return to work within ten (10) working days after written notice requesting the individual to return to work is delivered by registered mail to the individual's last known address or to the individual personally, and fails to notify the Employer of an intention to return to work within forty-eight (48) hours after having received such notification.

10.3 Any layoffs shall be made in the inverse order of the seniority of the employees by job classification within each department, provided ability and qualifications are equal. If thereafter, a vacancy in the same classification occurs, seniority, ability, and qualifications of those on layoff status shall be considered when filling the vacancy. Temporary positions in a department in which one or

more employees have been laid off during the preceding twelve (12) month period shall be offered first to the laid off employees who are qualified to perform the temporary work.

10.4 Excepting the position of foreman, in the filling of new jobs, vacancies and in making temporary and permanent promotions, seniority, as defined in this Agreement, shall be given full consideration; and where ability and qualifications mean requirements that are pertinent to the job classification.

10.5 In the selection of shifts and vacations, seniority shall prevail, insofar as practical, in the best interests of service.

## ARTICLE 11 LEAVES OF ABSENCE

11.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within thirty (30) days, except in the case of an emergency.

11.2 Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the regular employee must use accrued vacation/sick leave before being placed on leave without pay (LWOP) status. In special cases, leaves of absence may be granted to probationary employees, and may be extended by mutual written agreement. If LWOP status is extended beyond 180 days for an employee, the limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill for an employee on LWOP.

11.3 Leave required in order for a regular or probationary employee to maintain status in the National Guard or a military reserve of the United States shall be granted without loss of pay and without loss of benefits accrued to the date of such leave commences. Regular and probationary full-time employees on such leave shall be compensated by the Employer for the difference between their military pay and their regular pay up to a maximum of two (2) weeks. A copy of the order issued by the appropriate authority for military training shall accompany requests for special military leave. Upon return to duty the regular or probationary employee shall furnish the Employer evidence of the amount of National Guard or Reserve pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

11.4 An employee who is selected or properly appointed to a position of responsibility in the Union may be granted a leave of absence without pay or fringe

benefit or seniority accrual for a period not to exceed three (3) years without loss of established seniority. Such leave of absence shall be requested by the Union and will be considered based on the operational needs of the City. Upon expiration of the leave of absence, the employee shall be reinstated to the first available opening in the employee's former classification.

11.5 Employees attending conferences, seminars, or workshops, on behalf of the Union, will be allowed to take leave without pay, upon approval of the leave request. Such leave shall not be unreasonably denied. Employees taking leave without pay for Union business are not required to use accrued leave prior to being placed on leave without pay status.

11.6 The Employer shall provide leave to eligible employees in accordance with the requirements of the state and federal Family and Medical Leave Acts (FMLA).

11.7 Employees may retain up to five (5) days of paid leave prior to being placed on Family Medical Leave without pay. The choice to retain leave must be included in the initial request.

11.8 Employees on approved FMLA shall have their health insurance benefits continued as if they are working.

## ARTICLE 12 JURY DUTY/WITNESS DUTY

12.1 Employees who are called to serve on jury duty, or who are subpoenaed to testify in court on a matter related to their employment or volunteer activities on behalf of the City, shall be compensated by the Employer for the difference between their jury duty or witness pay and their normal straight-time pay. The Employee will suffer no loss of accrued benefits for such time. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.

12.2 Employees will be granted vacation leave for court appearances on their own behalf or as a witness at the request of a party other than the Employer. Timely notification to the Employer will be given when possible.

## ARTICLE 13 FUNERAL LEAVE

13.1 The employee, at his/her request, shall be granted reasonable time off as funeral leave of absence. Such time off may be charged at the employee's option, to his/her vacation account or sick leave account. Should the employee's vacation and sick leave accounts both be insufficient, the employee shall be permitted a reasonable amount of time as funeral leave without pay. In the event of death of an employee's parent, child, sibling, spouse, father-in-law, or motherin-law the first five (5) days of such leave shall be paid by the Employer without impacting the employee's sick leave account or vacation account.

## ARTICLE 14 TRAINING

14.1 The Employer and the Union will cooperate in encouraging training programs, including government-funded programs, which will provide initial and advanced training for the employees. Within budget limitations, the Employer may provide an educational assistance plan for regular full-time employees to improve skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress.

14.2 In order to receive reimbursement for training, employees must request and receive prior approval from the Employer and must satisfactorily complete the course with a grade C or better. Upon completion of the approved course, the employee may submit a request for reimbursement, together with receipt of tuition and books, to the department head who will process the request for payment. All usable books and other materials received as a part of Employerfunded courses shall be the property of the Employer and shall be available in applicable departments for use by employees. Such education must be identified in the employee's performance evaluation and must be coordinated through the HR Representative.

14.3 When assigned to a school or training facility by the City, employees will not suffer a loss in wages. If schooling is taken out of town or it is necessary to travel out of town at the City's insistence, room will be reimbursed, if necessary, upon presentation of proper receipts, and all major transportation shall be taken care of in advance by the City. When travel is authorized by the Employer for training on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's straight time hourly rate for actual travel time not to exceed eight (8) hours of compensation per travel day. In addition, a \$50 per diem for meals and incidental expenses shall be paid to the employee while out of town on training.

14.4 When assigned to a school or training facility by the City, employees will agree to remain in City service one month for every day (including Saturdays and Sundays) that he or she is attending the school and for which the City is paying his or her salary, travel and lodging costs, and per diem. There shall be a two-year maximum to the length of time that the employee must remain in service. Should the employee leave the service of the City prior to the completion of computed service time, he or she shall reimburse the City for costs incurred in proportion to length of time remaining to be served. If the employee is involuntarily separated from the service of the City before completion of computed service time, the remaining time to be served will be cancelled.

## ARTICLE 15 MEDICAL BENEFITS

15.1 The Borough will make available to all employees a health insurance plan, subject to plan eligibility requirements.

15.1.1 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 85% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired after January 1, 2011, and those employees will pay the remaining 15% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

15.1.2 Beginning July 1, 2017, the City and Borough of Wrangell shall pay 90% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents for all bargaining unit employees hired before January 1, 2011, and those employees will pay the remaining 10% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

Section 15.1.2 shall sunset on June 30, 2022. Employees hired prior to January 1, 2011, and the 90/10 split shall receive a one-time, two percent (2%) of their regular FY 2021 salary (July 1, 2020, to June 30, 2021), bonus at contract signing. Effective July 1, 2022, all employees will fall under 15.1.1.

15.2 Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at an equal or reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

15.3 Employees and the Union will receive notification of any proposed changes in insurance coverage prior to implementing any changes.

#### 15.4 Repealed.

15.5 The Employer agrees to continue a deductible reimbursement program equal to the City and Borough of Wrangell's Health Reimbursement Arrangement.

#### **ARTICLE 16**

#### RETIREMENT BENEFITS

16.1 All regular permanent employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) and the Supplemental Benefits System (SBS) as provided by the State of Alaska.

### ARTICLE 17 LABOR/MANAGEMENT COMMITTEE

17.1 A Labor/Management Committee, consisting of no more than three (3) regular representatives from City Management, and no more than three (3) representatives from the employee group will meet upon written notification of desire to convene by either party. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement and public relations.

17.2 The Committee will not have the authority to alter the meaning or cost application of the Collective Bargaining Agreement, nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the City and the Union, alternately, at each meeting.

### ARTICLE 18 EMPLOYMENT PRACTICES

18.1 Employees shall have access to the confidential personnel and payroll files that relate to them. Access to these files by other than the Borough Manager or his/her designee, the employee's immediate supervisor and department head shall not be allowed without prior approval of the Borough Manager, except that the Finance Director may have access to payroll and benefits records. Employees shall be advised as to any other persons who may be granted access to these files.

18.2 An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree.

18.3 In case of occupational injury, or prolonged illness, the employee's position or a comparable position shall be held for up to twelve (12) months or until it has been medically determined that the employee will be unable to return to that job, whichever occurs first, and the employee shall not lose accrued seniority during this period. The limitations related to Temporary employees outlined in Section 3.7 shall be waived if an employee is hired on a temporary basis to backfill a position being held under this section provided, the Employer notifies the Union in writing, a) at the time of hiring; b) at the time of transition in the case of an existing Temporary Employee, that the Temporary Employee is being used to

backfill a specified position in accordance with this section; or c) at the time the Borough is notified that the Permanent Employee's absence will extend beyond six (6) months, requiring extension of the term of the Temporary Employee being used to backfill a specified position in accordance with this section beyond six (6) months.

18.4 Reserved for future use.

18.5 The Employer shall furnish a room with lockers for clothes, tools, etc., and facilities for draping clothing and equipment. The Employer shall also furnish the cost of required overalls, rain gear, boots, or other protective clothing for all full-time employees not to exceed five hundred dollars (\$500.00) per year per employee. Reimbursement will be made based on evidence of purchase. This allowance may also be used for personal clothing that has been destroyed or deemed unusable in the performance of the employee's job. Employees are required to check their balance before purchase.

18.6 Employees shall travel between facilities and job sites on the Employer's time and in City vehicles and shall report at shop headquarters in which they are regularly employed. Employees will not use personal vehicles in the course of their work unless specifically authorized in writing, in which case the maximum Internal Revenue Service (IRS) allowable reimbursement rate per mile will be paid. Employees approved to use personal vehicles must be licensed, registered, and insured in accordance with Alaska state law.

18.7 Employees who report for work on a scheduled workday and who, because of inclement weather or comparable reasons, are unable to discharge their usual duties, will be paid for such day at the applicable rate; provided, however, that such employee may be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety. Reassignment of other work or training shall be at the sole discretion of the Employer.

18.8 All work shall be executed in a safe and proper manner. The Employer and employees shall be responsible for carrying out safety practices. Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official. All departments and facilities shall be outfitted with first aid kits which shall be kept properly supplied, and in clean and good condition.

18.9 Employees may engage in occupations or outside activities as long as they do not interfere with their job duties or create a conflict of interest.

18.10 Changes on timecards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved as soon as practical and the authorized Union representative. Copies of an employee's timecards shall be made available for inspection if requested by the employee or an authorized Union representative.

18.11 Payroll will be issued every two weeks beginning March 1, 2022. Employees will normally be paid on Friday on a biweekly basis. If the regular pay day occurs on a holiday, employees will be paid on the last working day prior to the regular payday. Each paycheck shall be accompanied by a statement showing the number of hours worked at straight-time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished to each employee showing gross earnings, total deductions made, and total vacation and sick leave time accumulated. No unauthorized deductions or accrued earnings shall be withheld from an employee's earnings. Electronic deposits will be made upon written request by the employee.

18.12 If important changes are made in any job, either from an equipment operation or responsibility standpoint, then such job shall be reviewed for reclassification by mutual agreement between the City and the Union. If new job classifications are created in divisions covered by this Agreement that would not otherwise be excluded from the bargaining unit pursuant to the recognition clause contained herein, the Employer and Union will bargain in good faith about the wages, hours and working conditions to apply to the new classification. Such negotiations shall occur prior to the hiring of the position.

18.13 An employee whose work requires driving motor vehicles must possess a valid driver's license issued by the State of Alaska, with an acceptable driving record. The Employer shall reimburse employees for the cost of job required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to report a suspension, revocation, or restriction of driving privileges may result in disciplinary action against the employee.

## ARTICLE 19 SAFETY

19.1 The City shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of the employees. All necessary rubber equipment and noise protection gear for the protection of employees working on or in close proximity of live and/or loud equipment is to be furnished by the City and shall be used by the employees at all appropriate times. The City will furnish such safety straps as may be necessary. 19.1.1 The Employer will provide an allowance of up to three hundred fifty dollars (\$350.00) for replacement of body belts and up to two hundred fifty dollars (\$250.00) for replacement of climbers and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under this Collective Bargaining Agreement.

19.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The reimbursement will not apply to belts and climbers that have been intentionally damaged. Upon a request for replacement by the employee, the Employer along with a Union designated safety committee person, shall make a determination of the present condition of the equipment, it's adequacy of protection and fit; then either approve or disapprove the replacement. Any dispute over this determination may be subject to the grievance procedure contained in the Agreement.

19.2 Both Employer and employees are required to comply with the Alaska Occupational Safety and Health Act (OSHA), as set forth in AS 18.60.010 – AS 18.60.105. Pursuant to AS 18.60.075(a) and AS 18.60.075(b), as may be amended from time to time, it shall be the responsibility of both the Employer and employees to undertake all work in a safe and proper manner. Subject to AS 18.60.077 and AS 18.60.081, The National Electric Safety Code and OSHA regulations adopted by the State of Alaska for electrical work and related activities shall serve as the standard.

19.3 All repair, installation, and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen where available. The framing and handling of poles, boring and fitting on cross arms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizes, voltage regulators and other electrical apparatus will be done by qualified journeyman who may be assisted by apprentices or ground men.

19.4 When working on energized circuits of 400 volts or greater, one (1) journeyman and (1) apprentice or ground man shall be required. The apprentice or ground man shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.

19.5 In case of trouble on energized lines, conductors, or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job when available.

19.6 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices

for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000-volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder, and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.

19.7 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions, or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an unauthorized attendant should be kept locked.

19.8 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

19.9 The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged.

19.10 Safety or prescription safety eyeglasses and frames broken as a result of job-related activities will be replaced at Employer expense, providing proof of loss or breaking of glasses in the course of employment is furnished.

19.11 Drug/Alcohol Testing: IBEW, Local 1547 and the City maintain a firm joint commitment to ensure a drug-free workplace, and to comply with applicable laws and regulations for employees in positions requiring commercial driver's licenses, and a policy of pre-employment testing, reasonable suspicion testing, random testing, and post-accident testing for positions that do not require commercial driver's licenses.

19.12 A Safety and Training Committee composed of equal representation from the Employer and the employees shall be created to inspect all tools and equipment and review safety programs and training. The Safety Committee shall have the right to recommend disciplinary action for any employee who disregards safety practices and regulations. Inspections and safety meetings are to be made mandatory on a monthly basis. The Employer will forward minutes of all safety meetings to the Local 1547 Unit 104 Union office.

19.13 In the event of an incident, emergency, or disaster it may be necessary for the City to operate under the framework of the Incident Command System (ICS). In the hierarchy of the ICS structure, the Operations Section Chief dictates staff and work assignments, not the functional Supervisor or Department Director. Employees covered under this Agreement shall follow work assignments dictated by the Incident Commander, Operations Section Chief, or designee when the City is officially operating under the ICS framework. Notification will be provided in writing to the Union and the Employees.

### ARTICLE 20 NO STRIKE – NO LOCKOUT

20.1 This Agreement is a guarantee by both parties that there will be neither strikes nor lockouts during the life of the Agreement. The Union further agrees that it will not sanction, aid or abet, encourage, or continue any work stoppages, strike, picketing, sick-out, slow down, hand billing or other disruptive activity during the life of this Agreement and shall undertake all reasonable means to prevent or terminate any such activity.

20.2 Under normal conditions, it is agreed that nothing in this Agreement shall be interpreted as requiring members of the Union to work behind another labor organization's lawful picket line recognized by IBEW, Local 1547. However, it is mutually agreed that all essential services will be maintained by employees without interruption.

## ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A grievance is defined as an alleged breach of this Agreement raised during its term. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The parties agree that any problems should be resolved as quickly as possible and at the lowest level of supervision possible. If informal resolution is not possible, the following steps shall apply:

21.2 <u>Step I – Department Head:</u> Any employee shall first discuss any grievance with his or her Department Head within five (5) working days after the grievance arose. The employee may be accompanied by his or her Shop Steward. Grievances settled in writing at Step I, found to be contradictory to Alaska state laws may be reopened through a written notice to the Union within seven (7) calendar days from the date of the grievance decision. Grievances reopened in this manner shall proceed immediately to Step II of the grievance procedure.

21.3 <u>Step II –Borough Manager:</u> If the matter cannot be resolved informally at Step I, and it is the employee's desire to proceed further, the Union shall reduce the grievance to writing and submit it to the Borough Manager, or designee. The written grievance shall contain a description of the alleged problem, the section of the Agreement involved, the date it occurred, and the corrective action desired. The Borough Manager, or his/her designee will, within seven (7) working days of receipt of the written grievance, hold a meeting with the employee

and a Union representative for the purpose of resolving the grievance. The Borough Manager, or designee shall respond in writing within seven (7) working days of the Step II meeting.

21.4 <u>Step III – Arbitration:</u> If not settled, the Union may submit the grievance to final and binding arbitration within fourteen (14) working days following receipt of the Step II response. Upon notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, request the Federal Mediation and Conciliation Service to supply a list of thirteen (13) qualified arbitrators and the parties shall alternatingly strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Employer and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

21.5 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

21.6 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred, incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party, shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

21.7 If an employee or the Union fails to process a grievance at any step within the time limits set forth above and the procedure is not waived and such failure shall constitute a bar to any future actions thereon. The grievance shall automatically progress to the next step and not be deemed waived if the Employer (or his/her designee) fails to answer a grievance at any step in the procedure. In any event, the Union shall be entitled to a written response from the Employer prior to submission to arbitration.

21.8 Unless otherwise agreed to herein, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or reports in its possession or under its control for any purpose or

reason unless they are relevant to a filed grievance. Copies of all documents used to support and answer a grievance shall be made available to the parties.

21.9 For the purposes of this Article "working days" shall exclude Saturdays, Sundays and recognized holidays.

### ARTICLE 22 NONDISCRIMINATION

22.1 The Employer and the Union agree that there shall be no unlawful discrimination against any employee or applicant for employment because of race, color, religion, age, sex or national origin, except as permitted by law and unless one of the foregoing factors constitutes a bona fide occupational qualification; provided, however, that a claim that this provision has been violated shall not be subject to Step III of the grievance procedure of this Agreement if the grievant has also filed a charge or claim with an administrative agency or court of law, and provided further, that any claim, complaint or charge that this provision has been breached or violated shall be deemed waived and unenforceable and the Employer and Union thereby released from any liability if not filed with the appropriate administrative agency and/or court of law within one hundred eighty (180) days of the alleged act of discrimination.

## ARTICLE 23 UNION REPRESENTATION

23.1 The Union's Business Representative shall appoint no more than three (3) Shop Stewards within the City and shall notify the Employer as to their names and specific duties. No other employee or member of the Union, outside of the Business Manager, Business Representative, or its appointed Shop Stewards, shall represent the Union.

23.2 Shop Stewards shall perform work for the Employer to the same extent as other employees. After giving notice or having made an appointment, Shop Stewards or other authorized Union representatives, as stated above in Section 23.1, shall be allowed admission to any shop or job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized representatives shall confine their activities during such investigation to matters relating to this Agreement. Each Shop Steward shall have up to a total of four (4) hours each month unless mutually agreed otherwise, during regular working hours for investigating, presenting, or adjusting grievances and disputes relating to this Agreement. If additional time is necessary, the IBEW will be invoiced for the additional time at the full wage and benefit of the employee. Steward time shall be recorded on their individual time sheets.

23.3 The City shall furnish bulletin boards for the use of the Union in posting officially signed Union bulletins.

23.4 The Union reserves the right to discipline its members for any violation of any of its laws, rules and agreements.

## ARTICLE 24 UNION SECURITY

24.1

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B. A business representative or a shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation. Such time shall be deducted from the monthly time allotment for each shop steward as provided for in Section 23.2 of this Agreement and shall be recorded on the time sheet of the shop steward.
- C. The Employer agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the Union.
- D. The Employer shall not discourage an employee from joining the Union or becoming an agency fee payer.
- E. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union, or except as provided by law or ordinance.
- F. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

24.2 During the term of this Agreement, the Employer shall deduct from the wages of employees covered by this Agreement and pay over monthly to the proper offices of the Union the membership dues, working assessments and other lawful charges or equivalent service charge for those employees who individually and voluntarily authorize such deductions in writing by signing an authorization for payroll deduction of Union dues, copies of which shall be provided by the Employer. The Borough Manager shall be notified, in writing, by an authorized Union representative of any change in dues or fees which require payroll programming changes at least thirty (30) days prior to the effective date of the change. The Employer will not be held liable for deduction errors but will make proper adjustments with the Union for errors as soon as practicable. The Union will hold the Employer harmless for any action taken at the written direction of the Union pertaining to this Article. The City will send payment for the total amount deducted, together with a list of the individuals' names for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15<sup>th</sup>) day of the following month.

24.3 During the term of this Agreement, the Employer shall deduct \$7.00 per pay period from the wages of employees covered by this Agreement and pay monthly to a person or entity designated by the Union as voluntary contributions to the Union's Political Action Committee Fund for those employees who individually and voluntarily authorize such deductions in writing by signing and giving to the Employer the standard deduction authorization form provided by the Union. The deduction authorization may be revoked by the employee at any time. Both the Union and the employee agree to indemnify and hold the Employer harmless from any and all claims, demands, suits or other actions or liability that may arise out of, or exist as a result of, making these deductions or contributions.

24.4 The Employer will provide the Union with a monthly report containing the following information about employees covered by this Agreement: name and date of hire of new employees hired each month, Union dues or service charges deducted and classifications. The method and format of reporting shall be determined by the Employer. As a condition of receiving the foregoing information, the Union will treat it as confidential and limit its dissemination to official Union representatives. The Employer shall respond within twenty (20) days to any written request from the Union for information as to why any employee was not included with said information. If not satisfied with the response, the Union may submit to the grievance procedure contained herein, beginning at Step II, any claim that the Employer has wrongfully excluded any employee from the bargaining unit.

24.5 IHBF: By ratification of this Agreement, all IBEW members of the bargaining unit under this Agreement, agree that the Employer shall, upon ratification, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions submitted by the Employer.

#### ARTICLE 25 GENERAL PROVISIONS

25.1 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

25.3 Should any article, section or provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

25.4 The Employer shall have the right to transfer employees covered by the current Collective Bargaining Agreement (CBA) to a third party, whether by sale, transfer, privatization, or any other legal means. The City is obligated to require the third party acquiring said properties, to agree in writing to both the City and IBEW, Local 1547 (Union) to:

- A. Recognize the Union as the collective bargaining representative of all transferred employees;
- B. For the duration of the CBA agree to not lay-off transferred employees and honor all terms and conditions of the CBA.

## ARTICLE 26 TERM OF AGREEMENT

26.1 This Agreement shall become effective July 1, 2021 and shall continue in full force and effect through June 30, 2024 and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this

Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

26.2 If, at any time during the Agreement, the State of Alaska reduces the current level of revenue sharing provided to the City and Borough of Wrangell, either party shall have the right to open the Agreement for the sole purpose of renegotiating any pending wage increases agreed to but not yet in effect. These negotiations must take place prior to the effective date of any such increase.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to

be duly executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

## ATTEST

## CITY AND BOROUGH OF WRANGELL

By \_\_\_\_\_

Jeff Good Interim Borough Manager

By \_\_\_\_\_

Stephen Prysunka Mayor

## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1547, AFL-CIO

By \_\_\_\_\_

Marcie Obremski Business Manager/Financial Secretary

Ву \_\_\_\_\_

Robert Stamm Business Representative

Ву \_\_\_\_\_

Mark Armstrong Negotiating Committee

By \_\_\_\_\_

Stanley Campbell Negotiating Committee

Ву \_\_\_\_

Andrew Scambler Negotiating Committee

## CITY AND BOROUGH OF WRANGELL APPENDIX A JOB TABLE BY GRADE AND TITLE

GRADE	JOB CLASSIFICATION TITLE	DEPARTMENT
9	Maintenance Custodian	Pool/Museum
13	Groundman/Meter Reader	Electric
13	Harbor Maintenance Security Assistant	Harbor
14	Maintenance Specialist I/Heavy Equipment Operator Trainee	Public Works
15	Administrative Assistant	Harbor
15	Maintenance Specialist	Public Works
15	Apprentice Water/Wastewater	
16	Electric Dispatch Secretary	Electric
16	Sanitation Worker	Sanitation
17	Ports and Harbors Maintenance	Harbor
19	Facility Maintenance Specialist	Public Works
19	Harbor Services Leadman	Harbor
19	Marine Service Center/Harbor Services Leadman	Harbor
19	Mechanic	Garage
19	Skilled Maintenance Specialist	Public Works
19	Water Treatment Operator	Water/Wastewater
19	Wastewater Treatment Operator	Water/Wastewater
20	Diesel Electric Mechanic	Electric
20	Mechanic Leadman	Garage
23	Water Treatment Leadman	Water/Wastewater
23	Wastewater Treatment Leadman	Water/Wastewater
23	Public Works Foreman	Public Works
27	Electrical Lineman	Electric
29	Electrical Line Foreman	Electric

## CITY AND BOROUGH OF WRANGELL APPENDIX A (continued) APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage rate, at Step 6 of the Journeyman Lineman wage schedule in Appendix A:

Period	Percent	OJT Hours	Related Training Component
1 <sup>st</sup>	50%	0-1000 Hours	Satisfactory Progress
2 <sup>nd</sup>	55%	1001-2000 Hours	Complete 1st Year
3 <sup>rd</sup>	60%	2001-3000 Hours	Satisfactory Progress
4 <sup>th</sup>	65%	3001-4000 Hours	Complete 2 <sup>nd</sup> Year
5 <sup>th</sup>	75%	4001-5000 Hours	Satisfactory Progress
6 <sup>th</sup>	80%	5001-6000 Hours	Complete 3 <sup>rd</sup> Year
7 <sup>th</sup>	85%	6001-7000 Hours	Satisfactory Progress
8 <sup>th</sup>	90%	7001-8000 Hours	Complete 4 <sup>th</sup> Year
			Pass State Licensing Exam

To be advanced to the next level the apprentice must have completed both the on-the-job training (OJT) hours and the related training component, as stated above.

The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two journeyman. The Foreman will be counted as a journeyman for this calculation.

CITY AND BOROUGH OF WRANGELL

APPENDIX B

TEMPORARY EMPLOYEES

#### Wages and Benefits

1. Temporary employees working in classifications other than those listed below shall be paid at the applicable rate set forth in Appendix A.

2. All employees hereunder are designated as NECA-Temporary. The term NECA refers to the Inside-Outside IBEW Alaska Electrical Construction Agreement, as amended.

3. NECA-Temporary Employees: Journeyman Linemen and Wiremen and other classifications as set forth in the IBEW-NECA Agreement may be employed as NECA-Temps for a period not to exceed six (6) months of continuous employment in a twelve (12) month period. Such employees shall be subject to this Agreement as to hours of work and applicable working rules only. In addition, NECA-Temporary employees shall receive the wage rates as set forth in the IBEW Inside-Outside Alaska Electrical Construction Agreement, as amended. The Employer shall pay for the NECA-Temp employee's account, the health and welfare benefits, retirement benefits and group legal benefits as specified in said IBEW-NECA Agreement. NECA-Temporary employees shall not accrue seniority, service credits, holiday pay, annual leave, jury duty, worker's compensation supplement or longevity. NECA-Temporary employees shall be compensated at three (3) times the appropriate straight time rate for time worked on holidays.

4. Assignment of a NECA-Temporary employee to a regular position shall not cause the employee to be treated as either a probationary or regular employee unless the Employer affirmatively indicates in writing that is the Employer's intent and desire to change the employee's status from that of a NECA-Temporary to either a probationary or regular employee.