



City and Borough of Wrangell
Borough Assembly Meeting
AGENDA

Tuesday, April 30, 2019

Location: Borough Assembly Chambers

Work Session: 5:30 p.m. / Regular Mtg.: 7:00 pm

City Hall

WORK SESSION at 5:30 p.m.

- a. WS - Solid Waste (Sanitation) Program of Work & Proposed Fee Schedule

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
b. CEREMONIAL MATTERS

- i. **PROCLAMATION** - 50th Anniversary of Municipal Clerks Week (May 5-11, 2019)

2. ROLL CALL

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

- a. Consent Agenda MOTION
b. Assembly Minutes - Regular 4-9-2019
c. CORRESPONDENCE: School Board Action - April 15, 2019 (Regular)
d. CORRESPONDENCE - DCCED Byford Clean-up Determination
e. CORRESPONDENCE - DCCED Approval of Site Restoration and Closure Sampling
f. CORRESPONDENCE - DCCED NFR/SRS Notification Letter
g. CORRESPONDENCE - 1st Quarter Federal Lobbyist Report

7. BOROUGH MANAGER'S REPORT

- a. Water Report
b. Public Works Report
b. Monthly Travel Report
c. Capital Facilities Report

8. BOROUGH CLERK'S FILE

- a. Borough Clerk's File

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS - None.

11. PUBLIC HEARING

- a. **PROPOSED ORDINANCE No. 961** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND SECTION 15.12.050, METER DEPOSITS IN CHAPTER 15.12 OF THE WRANGELL MUNICIPAL CODE *(second reading)*

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. **PROPOSED RESOLUTION No. 04-19-1453** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, MODIFYING THE LEASE AGREEMENT FOR LOT 5, LEASED BY METAL HEAD MARINE LLC, IN THE WRANGELL MARINE SERVICE CENTER
- b. **PROPOSED RESOLUTION No. 04-19-1454** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, MODIFYING THE LEASE AGREEMENT FOR LOT 6, LEASED BY CTT MARINE, IN THE WRANGELL MARINE SERVICE CENTER
- c. **PROPOSED RESOLUTION No. 04-19-1455** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, MODIFYING THE LEASE AGREEMENT FOR LOT 7, LEASED BY SUPERIOR MARINE, IN THE WRANGELL MARINE SERVICE CENTER
- d. Approval of Late File Senior Tax Exemption: John and Michael Bania
- e. Discussion Item: 2019 Water Management Strategy
- f. **PROPOSED RESOLUTION No. 04-19-1456** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE POLICE CHIEF JOB DESCRIPTION
- g. **PROPOSED RESOLUTION No. 04-19-1457** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2019 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$250,000 FROM GENERAL FUND RESERVES TO THE WRANGELL MEDICAL CENTER LEGACY ACCOUNT; ACCEPTING \$14,338 OF ADDITIONAL REVENUE FROM WMC COST REPORTS TO THE WRANGELL MEDICAL CENTER LEGACY ACCOUNT, AND AUTHORIZING ITS EXPENDITURE
- h. **PROPOSED RESOLUTION No. 04-19-1458** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A FAIR HOUSING POLICY; AND PROVIDING FOR AN EFFECTIVE DATE
- i. **PROPOSED RESOLUTION No. 04-19-1459** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY19 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING REVENUE FROM THE SALE OF ETOLIN AVENUE LOT A, FOR THE DEPOSIT AMOUNT OF \$9,569.50, AND LOT C, FOR THE MINIMUM BID VALUE AMOUNT OF \$32,400, AND AUTHORIZING ITS EXPENDITURE
- j. **PROPOSED RESOLUTION No. 04-19-1460** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY19 BUDGET IN THE SANITATION FUND BY ACCEPTING REVENUE FROM THE SALE OF SCRAP METAL AND BATTERIES IN THE AMOUNT OF \$2,120.15 AND AUTHORIZING ITS EXPENDITURE

** The following two Agenda Items (13k & 13l) are to be considered after the Executive Session

- k. **PROPOSED RESOLUTION No. 04-19-1461** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE BOROUGH CLERK'S JOB DESCRIPTION AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE

- l. Approval of the Borough Clerk's Contract

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

15. EXECUTIVE SESSION

- a. **EXECUTIVE SESSION:** Mill Property Purchase Update

- b. **EXECUTIVE SESSION:** Borough Clerk's proposed Contract and Update to Job Description

16. ADJOURNMENT

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	WS

WS - Solid Waste (Sanitation) Program of Work & Proposed Fee Schedule

SUBMITTED BY:

Rolland Howell, PW Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

FY19 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

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

Name(s)

<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Equipment and cost spreadsheet. 2. Savings and revenue spreadsheet. 3. Email from Lee Burgess.

RECOMMENDATION MOTION:

Work Session only.

SUMMARY STATEMENT:

The City and Borough of Wrangell has experienced a long, diverse history in how it's dealt with its Municipal Solid Waste. In the old days they simply dumped it in the ocean, or wherever it was convenient. Then they started landfilling it, and had a privately-owned junkyard, that took some of the metal burden off the City. In the early 2000s the landfill was closed, capped, and other junkyard had long since closed. Since then, the Borough has taken all the town's metal at the Solid

Waste Transfer Site (SWTS). Plus, the staff now load Municipal Solid Waste (MSW) into open top containers and ship it to Eastern Washington via barge and then train.

Four years ago, AML (the barge company Republic Services has shipping contracts with) said, in five years, they would no longer accept MSW in open top containers, due to the fires they've had on the barges. To be in compliance we have 1 1/2 years remaining.

This brings us to the future of solid waste in Wrangell, baling our MSW.

We propose to take this a step further, by starting a recycling program as well. It doesn't make sense to keep shipping everything out the same way we've done for almost two decades. Now is the perfect time to change the way we deal with our MSW.

In the 1st attachment you will find a list of equipment and upgrades that will turn our SWTS into an efficient baling/recycling center.

In the 2nd attachment is a breakdown of roughly how much money we can save by baling, and what we can possibly make from recycling. The containers the CBW ships south, are rarely at their full weight because it is difficult to compact the MSW enough to max out the weight in the container. Also, we ship everything. We should be able to pull 20 percent of our MSW out, recycle it, and get paid for it.

Available at the meeting will be a packet with examples of the equipment that we will need.

Annual savings and new revenue is expected to be approximately \$125,000. See below and the attached spreadsheet.

Money Saved from Baling	30,000
Revenue from Cardboard Recycling	25,000
Revenue from Plastic Recycling	10,000
Revenue from Aluminum Cans	30,000
Savings from Glass Pulverizing	15,000
Misc. Scrap & Batteries	15,000
Total	125,000

The expenses associated with this SWTS Upgrade Project are expected to be \$482,500. See below and the attached spreadsheet.

MSW Baler	332,500
2 Small Balers	16,500
3 Phase Power	4,500
Forklift	25,000
Loading Ramp	15,000
Tire Shear	15,000
Rim Crusher	4,000
Temp. Wages	7,000
Glass Pulverizer	28,000
Contingency(materials, shipping, equip., and price fluctuations)	20,000
Misc. Contractors & Materials	15,000
Total Project Cost	482,500

The proposed upgrades will necessitate an approximate 8% increase in solid waste fees. Please see the attached email from Lee Burgess about the variables associated with bonding for these upgrades – which we will need to do.

SWTS PROJECT

Projected Savings & Revenue

Money Saved from Baling	30,000
Revenue from Cardboard Recycling	25,000
Revenue from Plastic Recycling	10,000
Revenue from Aluminum Cans	30,000
Savings from Glass Pulverizing	15,000
Misc. Scrap & Batteries	15,000
Total	125,000

Solid Waste Transfer Station Project

City and Borough of Wrangell

MSW Baler	332,500
2 Small Balers	16,500 *
3 Phase Power	4,500 *
Forklift	25,000 *
Loading Ramp	15,000 *
Tire Shear	15,000 *
Rim Crusher	4,000 *
Temp. Wages	7,000 *
Glass Pulverizer	28,000
Contingency(materials, shipping, equip., and price fluctuations)	20,000
Misc. Contractors & Materials	15,000 *
Total Project Cost	482,500

<u>Equipment needed to start recycling/ shipping tires*</u>	<u>102,000</u>
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From: lburgess@wrangell.com
To: rhowell@wrangell.com
Cc: ["Lisa Von Bargaen"](#)
Subject: RE: Solid Waste Transfer Station Project
Date: Friday, April 19, 2019 7:44:36 AM

Let's say 8%.

There isn't a magic number for a rate increase that I can recommend based only on the total project cost, because the following play into it significantly:

- How much of the project is going to be debt-financed?
- Over how many years we are going to pay off that debt (depends largely on its useful life)?
- What other big capital items are expected to be needed within the next 3-5 years?
- How much of a rate increase are you and the Borough Manager willing to recommend to the Assembly?
- What can the Assembly stomach?

Roughly speaking, the Sanitation Fund has about half the amount of money in reserves that it would minimally need to pay for the project right now. A 10% rate increase should raise about \$50,000 to \$60,000 more per year.

So roughly ballparking it:

1. I would put the Sanitation Fund's immediate contribution to the project at an absolute max of \$150,000. So then let's assume we do that and are going to take out a loan or sell a revenue bond for the remaining \$300,000 that we intend to pay off over 10 years. The debt service on that would be about \$36,000 per year.
 - a. We'd need a rate increase of about 7% to cover that additional debt service while still being able to rebuild reserves.
 - b. I realize there would be disposal cost savings around \$30,000 per year, but if we're going to contribute as much as possible from Sanitation reserves, we'll need that extra money to start rebuilding them.

If this capital should be financed over 15 or 20 years instead of 10, the annual debt service cost drops significantly, though you're paying more in interest to the lender(s). If we borrow more than \$300,000 to get it all done, the debt service goes up. It really just depends on all those factors.

But overall I would say that because the Sanitation Fund has all these needs and we've known about them for 3 years now with no rate increases, we should try to raise rates as significantly as we can right now so that we 1) can easily cover the debt service and 2) start rebuilding reserves for other eventual needs, like replacing the garbage trucks.

So to get things started, let's say 8%. If you or Lisa disagree, you can propose something different. If you want other estimates such as the debt service cost assuming (x) amount is borrowed over (y) years, let me know.

Lee

From: Rolland Howell <rhowell@wrangell.com>

Sent: Thursday, April 18, 2019 6:28 PM

To: 'Lee Burgess' <lburgess@wrangell.com>

Subject: Solid Waste Transfer Station Project

Hello Lee, we're having a public workshop with the Assembly on April 30th, and I wanted to get you my revised figures for this project. I haven't added in the 3rd employee. I'm not sure if that would be in the operating budget or not, wanted your opinion on that.

By baling we should save around \$30,000 a year. Recycling cardboard should bring us around \$20,000 a year, after shipping. Plastic, aluminum cans, and misc. metals around \$15,000 a year. It's hard to say what the total revenue is going to be from recycling, but given that we are making money off the stuff that we usually pay to ship, I think it's going to be pretty good. Ketchikan has reached 20 percent recycling with their volunteer drop off program. So their now making money on that twenty percent. Anyway, can you help me come up with a rate increase to present to the Assembly on April 30th, using these numbers? If you need anything else from me let me know.

MSW Baler \$332,500

2 small balers \$16,500

3-phase power \$4,500

Forklift \$25,000

Loading ramp \$15,000

Tire shear \$15,000

Rim Crusher \$4,000

Temp. Wages \$7,000

Misc. Contractors & Materials \$15,000

Total Project Cost \$434,500.00



Proclamation

50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK
May 5 - 11, 2019

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
Whereas, The Office of the Municipal Clerk is the oldest among public servants, and
Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and
Whereas, The Municipal Clerk serves as the information center on functions of local government and community; and
Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and
Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.
Now, Therefore, I, Stephen Prysunka, Mayor of the City & Borough of Wrangell, Alaska, do hereby recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Kim Lane and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 30th day of April, 2019

Mayor: _____

Attest: _____

Kim Lane



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

INFORMATION:

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

Minutes of Regular Assembly Meeting

Held on April 9, 2019

Mayor Stephen Prysunka called the Regular Assembly meeting to order at 7:00 p.m., in the Borough Assembly Chambers. The pledge was led by Assembly Mya DeLong and the roll was called.

PRESENT: GILBERT, DEBORD, DELONG, POWELL, MORRISON

ABSENT: DECKER

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

CEREMONIAL MATTERS

Mayor Prysunka presented a Proclamation to the Wrangell High School Girls Basketball team.

Regular Assembly meeting recessed at 7:04 p.m.

Regular Assembly meeting reconvened at 7:08 p.m.

Dan Neumeister, CEO of SEARHC introduced Leatha Merculieff, the new Wrangell Medical Center Administrator. Ms. Merculieff introduced herself and provided a virtual update of the new medical center; reported that she would be working with Carly Allen for the next two to three years to take over as hospital administrator.

PERSONS TO BE HEARD

Nettie Covalt gave an invocation.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

- a. Approval of Assembly Minutes – 3/26/19 (Regular)
- b. CORRESPONDENCE: Letter from Mr. Tom Patmor
- c. CORRESPONDENCE: School Board Meeting Minutes 2/18/19 (Regular)
- d. CORRESPONDENCE: DNR Notice of Proposed Pats Creek Habitat Enhancement Project by SE Alaska Watershed Coalition
- e. Approval of Thank You Letter to ADEC for Byford Junkyard Clean-Up

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

BOROUGH MANAGER'S REPORT

Manager Von Bargaen's reported on the following items:

- **The Friends of Museum** - \$1500 in donations in memory of Ann Phillips.
- **Library Digitizing Wrangell Newspapers** - \$1,250 in Donations to the Library from The Williams Family Trust and Cindy Kilpatrick.
- **Parks & Recreation Helping our Parks (HOP)** – Gathered and Grown Botanicals, owned by Angie Flickinger, was the first business to contribute this year; allocated a

percentage of the businesses holiday sales to the park initiative in the sum of \$300. Additionally, Gathered and Grown, has selected our youth sponsorship program for their "Give Back Program". 2% of all product sales will be donated to P&R to ensure that youth have an opportunity to participate in our Summer Recreation seasonal program which empowers kids to get active and play in the outdoors.

- **Diesel Run Reimbursement from SEAPA** - in the amount of \$572,873; \$90K in oil was used; that is not being reimbursed; City is not passing these expenses on to the local rate payers.
- **Lawsuit Financial Responsibility** – classified as an Employment Practices Liability; City is responsible for \$10K Deductible and 50% of all legal fees; CBW's share for March was \$2,405.
- **Hospital Site Work** - will be working with Dawson Construction, the prime contractor, to put updates on the CBW website and Facebook page.
- Attended the Farewell party for Hospital Administrator Robert Rang last night and wish him all the best in his new endeavors.
- Police Chief position has been posted.
- **SB50** - An Act imposing an annual educational facilities 1 maintenance and construction tax on net earnings from self-employment and wages; relating to the administration and enforcement of the educational facilities maintenance and construction tax.
- **Budget meetings** - held the past couple of weeks and continued all today and intermittently the rest of the week; reviewing the scheduled work session dates and will be preparing a schedule of what department budgets will be discussed on specific nights.
- **SEAPA Bond Refinancing Questions** – will have those answers and will get them out to the Assembly shortly.
- Attorney is working on Disposal/Acquisition Agreement for the Nome Generators.
- **Personnel Regulations** - working with staff to determine a schedule for review and when we can get a list of "improvements" to the Attorney to begin working on that update project.
- **Water Management Strategy** for the summer will be on the agenda at the next meeting; Wayne and Rolland are actively working on that right now.
- **Etolin Avenue Lots** - Sealed bids are due on April 12th; will report the outcome to the Assembly.
- **Public Safety Building Roof & Siding Project** - Bids are due on April 23rd.
- **Property Tax Assessment Appeals** are due April 19th.
- Story Time at the Library.
- **Taxing on online Amazon orders** – call with AML, Aleisha, the Accounting Generalist and Manager last week.
- **Hospital Grant** - working with State Lobbyist & Randy Ruaro in Stedman's Office and they have prepared an amendment to the grant that will be submitted as part of the capital budget when discussed in the Senate; also working with them on the Airport Generator.
- **Congressman Don Young** - will be in Wrangell on Sunday and Monday with his new statewide director Daniel George; they have requested a meeting with the Assembly and staff at 10:00 on Monday; any member of the Assembly is welcome to attend and the clerk has posted it as a work session in case there is a quorum; they have requested a Sunday drive about with the Mayor and the Manager.

- **WMC Final Audit** from July 1-October 31 was just completed - results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards; copy of the audit can be obtained through the Clerk's Office.
- The P&R Director and I will be attending the Chamber Board meeting tomorrow regarding the venue change for fireworks.

Prysunka stated that if the State cannot assist us with the airport generator, we need to come up with a plan; cannot wait until next year.

Gilbert asked that on the Nome Generators, that our attorney draft a declaration that the generators are free of any warranty, service, or liens; in other words, that they are free and clear before coming to us.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka provided an update on the SEAPA water level situation:

- As of today, water level at Tyee is sitting at 1264 ft.
- At a SEAPA Board mtg, that Mayor & Manager had not been able to attend, SEAPA, with the blessing of Petersburg, made the decision to go off diesels once Tyee reached 1265 ft (10 days short of April 1st); this was not preferred by Mayor & Manager.
- Reported by SEAPA that Tyee should be gaining about ½ foot a day and that is not happening.
- At a previous SEAPA Board meeting, Board approved a 1260 water level which provides for a 10-foot buffer.
- At the last SEAPA Board meeting, Mayor requested that (since at a prior Board meeting, the Board had approved SEAPA funding the diesels until the end of April), that we be given those 10 days of SEAPA funded diesel in the bank; that was not approved.
- Snow evaluation done, waiting for those results.
- If we must go back on diesels, does not feel that we would be compensated for the diesel.
- Had previously been promised 6 gigawatts of power out of Swan; could shift power across the intertie back to the Northern Communities; they delivered on just over 3 gigawatts; they still have 2+ gigawatts that were promised to us as part of the payback; City Manager in Ketchikan recently stated that Ketchikan no longer believes that they are responsible in paying back those 2+ gigawatts; essentially we are at ground zero.
- SEAPA administration did not commit however, that they would not deliver on the 2+ gigawatts.
- We are now back on the guide curve; need to move very cautiously; fear is that if we don't get some sustained inflows, we could be on diesel generation when the fish

processors are up and running; that would dramatically impact the processors and our rate payers.

Morrison stated that it was her understanding that Trident was planning on running 24 hours a day; running 3 shifts per day.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a PROPOSED ORDINANCE No. 961 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND SECTION 15.12.050, METER DEPOSITS IN CHAPTER 15.12 OF THE WRANGELL MUNICIPAL CODE

M/S: Gilbert/Morrison to approve first reading of Ordinance No. 961 and move to a Second Reading with a Public Hearing to be held on April 30, 2019.

Rolland Howell, PW Director explained that the \$35.00 charge doesn't cover what it costs to send one person out; takes roughly 30 minutes to do this.

Sherri Cowan, Utility Clerk stated that the interest charge was on the meter deposits requiring the city to pay the customers their deposit and interest.

Motion approved unanimously by polled vote.

13b PROPOSED RESOLUTION No. 04-19-1448 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2019 BUDGET IN THE GENERAL FUND BY ACCEPTING DONATIONS FOR DIGITIZING WRANGELL NEWSPAPERS IN THE AMOUNT OF \$1,250 AND AUTHORIZING ITS EXPENDITURE

M/S: DeLong/Powell to Approve Resolution No. 04-19-1448 amending the FY 2019 Budget in the General Fund by Accepting a Donations for digitizing Wrangell Newspapers in the amount of \$1,250 and authorizing its expenditure. Motion approved unanimously by polled vote.

13c Approval to Purchase Containerized Generator from CalPower in the amount of \$75,000, plus shipping and handling of \$60,000

M/S: Powell/Morrison to approve the Purchase of Containerized Generator from Cal Power in the amount of \$75,000, plus shipping and handling of \$60,000.

Manager Von Barga stated that the City was looking at obtaining two generators from Nome, recondition them and bring them here to Wrangell; the 2.5-megawatt generator will fit in our Power House and can be put in-line with our existing generators; the smaller generator is going to be containerized and used for mobile purposes; the cost to containerize the generator is cost prohibitive; Royce Cowan, Diesel Mechanic found a container that would work on eBay; generator that comes with it will most likely not work.

Rod Rhoades, Electrical Superintendent stated that they found a containerized unit that has all of the components with it in tact; sitting for a number of years in Barstow California; environment in Barstow is a good area for storage; size of the container is the exact size for the generator in Nome; minor adjustments will be made to make it work.

Royce Cowan, Diesel Mechanic stated that the cheapest container that they could find was around \$115,000 for just the container; believes that we can make the engine work; they don't match up with what we have though; will need to come up with an axle frame to go underneath it.

In response to Gilbert on if the 1.5 generator was still going to get shipped to Anchorage and be refurbished, Rhoades stated that no, both the 2.5 and the 1.5 generators would be shipped directly to Wrangell; everything that was going to be accomplished in Anchorage will get done here.

In response to Powell on if they had investigated purchasing a wheel base for the container down South, having it installed, and shipping it up all together, Cowan stated that they have not investigated that. Cowan stated that he knew that Richard Buhler had several wheel bases on his property out at the old saw mill; wants to check with Ms. Buhler to see if there were any of those left since they would handle the container.

In response to DeBord on if the light department planned on sending anyone down to look at the unit, Rhoades stated that no they were not since the operation of the engine was not important; just really looking at the container.

Prysunka questioned the freight charge; Rhoades stated that the largest cost was the truck freight from California to Seattle.

Von Bargaen stated that the staff was anticipating that the total cost to get both Nome generators and the container here, without considering a contingency and the trailer for the container, is around \$415,000; the cost of just one new generator is millions of dollars for just the generator.

Gilbert thanked the electric department for their hard work in keeping the generators going.

Motion approved unanimously by polled vote.

13d PROPOSED RESOLUTION No. 04-19-1449 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2019 BUDGET IN THE ELECTRIC FUND BY TRANSFERRING \$135,000 FROM THE ELECTRIC FUND RESERVES TO ELECTRIC FUND CAPITAL FOR THE INITIAL PHASE OF THE GENERATOR POWER SOLUTION PROJECT

M/S: Gilbert/DeLong to approve Resolution No. 04-19-1449. Motion approved unanimously by polled vote.

Regular Assembly meeting recessed at 8:25 p.m.

Regular Assembly meeting reconvened at 8:35 p.m.

13e PROPOSED RESOLUTION No. 04-19-1450 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2019 BUDGET IN THE

COMMERCIAL PASSENGER VESSEL EXCISE TAX FUND, TO AUTHORIZE THE EXPENDITURE OF FUNDS FROM THE PETROGLYPH BEACH IMPROVEMENTS PROJECT TO THE CITY DOCK PORT FILL PROJECT IN THE AMOUNT OF \$20,000

M/S: Powell/Gilbert to approve Resolution No. 04-19-1450.

Von Bargaen explained that there was \$35,000 set aside in the Commercial Passenger Vessel Tax fund for the Petroglyph Beach bathroom project this year however, since that project will not be done this year, Staff wants to shift \$20,000 of that money over and use it for the City Dock Port Fill project for this year; will allocate the \$20,000 back into the Petroglyph Beach bathroom project for next year; no impact to the general fund.

Motion approved unanimously by polled vote.

13f PROPOSED RESOLUTION No. 04-19-1451 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2019 BUDGET IN THE CIP & MAJOR MAINTENANCE FUND BY TRANSFERRING FUNDS FROM THE GENERAL FUND TO THE CIP & MAJOR MAINTENANCE FUND, ACCOUNT 80070-000-0000 PUBLIC SAFETY BUILDING RENOVATIONS, IN THE AMOUNT OF \$9,567 FOR THE OIL-FIRED BOILER INSTALLATION PROJECT

M/S: Powell/DeLong to adopt Resolution No. 04-19-1450.

Von Bargaen stated that the urgency in doing this is because of the peak load to our power; need to move the additional money so that the project can be completed; only \$10,000 had been allocated for the project and the lowest bid came in at around \$19,000.

In response to Prysunka on the cost of the boiler, ***Amber Al-Haddad, Capital Facilities Project Manager*** stated that just the cost of the boiler was over \$17,000; labor to get boiler moved and installed in the building is considerable; having to also modify some of the plumbing and create a primary and secondary system for efficiency.

Motion approved unanimously by polled vote.

13g Approval to write off delinquent accounts and forward to Collection Agency

M/S: DeLong/Morrison to approve writing-off delinquent accounts and forwarding to Collection Agency.

Gilbert asked if a construction company or any other company wanted to bid on a City project, would they have to be debt free; even sending accounts to collections does not relieve them of their debt.

Von Bargaen stated that yes, that was correct.

Al-Haddad further stated that in all of the City contract documents, its stated that for a low bidder to be awarded a contract, they must be a responsible bidder; one of the clauses in that section states that they cannot owe the City any money.

Motion approved unanimously by polled vote.

13h PROPOSED RESOLUTION No. 04-19-1452 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AFFIRMING THE EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION PLAN

M/S: Morrison/Gilbert to approve Resolution No. 04-19-1452.

Von Bargaen stated that this was a requirement of the Community Development Block Grant (Fire Truck)

Motion approved unanimously by polled vote.

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

EXECUTIVE SESSION –

15a Borough Clerk's Annual Evaluation.

M/S: Gilbert/Morrison moved pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically the Borough Clerk's Evaluation, and invite the Borough Clerk.

Recessed into Executive Session at 8:44 p.m.

Reconvened back into Regular Session at 9:30 p.m.

Prysunka stated that there was no further action.

Regular Assembly meeting adjourned at 8:44 p.m.

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

BOARD ACTION

WRANGELL PUBLIC SCHOOL BOARD REGULAR MEETING (PAGE 1) APRIL 15, 2019

FOR DETAILS, CONTACT:
DR. DEBBE LANCASTER
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Recessed into a Public Hearing re: Report Card to the Public
- Reconvened into Regular Session
- Approved the agenda as presented
- Approved the minutes of: March 18, 2019 Regular School Board Meeting
- Approved the hire of Adelina Esco, K-12 School Counselor
- Approve the hire Rita Crouch, Academic Counselor
- Reviewed the Resignation of:
 - Allen High, Long-term Substitute Art Teacher
 - Luella Knapp, IEA Coordinator
 - Aimee Romeijn, School Counselor
 - Virginia Tulley, Elementary School Principal
- Approved the application and award of the APEI Safety Equipment and Training Grant in the amount of \$1000.00
- Accepted the first reading of:
 - Board Policy 3515, School Safety and Security
 - Board Policy 5131.7, Weapons in School
 - Board Policy 5138, Student Possession & Use of Portable Electronic Devices, Including Cell Phones
 - Board Policy 5145.3, Nondiscrimination
 - Board Policy 7124, Student Representative to the Board
- Accepted the second reading of:
 - Board Policy 5125.3, Withholding Grades or Transcripts
 - Board Policy 7126, Board Tracking and Reporting Protocols
- Reviewed Board Policy 5131.44, Use of Force to Maintain Safety and Order
- Adopted Resolution #19-02, Opposing Reductions in Educational Funding
- Adjourned

FOR RELEASE: 8:15 AM
APRIL 17, 2019



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of
Environmental Conservation

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

P.O. Box 111800
Juneau, AK 99811-1800
Phone: 907-465-5390
Fax: 907-465-5218
www.dec.alaska.gov

File no: 1529.38.006

April 19, 2019

Lisa Von Bargaen
Borough Manager
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Re: Decision Document: Wrangell Junkyard
Cleanup Complete Determination

Dear Lisa:

The Alaska Department of Environmental Conservation, Contaminated Sites Program (DEC) has completed a review of the environmental records associated with the Wrangell Junkyard, located at mile 4 Zimovia Highway in Wrangell. Based on the information provided to date, the department has determined that the contaminant concentrations remaining on site do not pose an unacceptable risk to human health or the environment and no further remedial action will be required unless new information becomes available that indicates residual contaminants may pose an unacceptable risk.

This Cleanup Complete determination is based on the administrative record for the Wrangell Junkyard, which is located in the DEC office in Juneau, Alaska. This decision letter summarizes the site history, cleanup actions and levels, and standard site closure conditions that apply.

Site Name and Location:

Wrangell Junkyard
4 Mile Zimovia Highway
Wrangell, Alaska

Name and Mailing Address of Contact Party:

Lisa Von Bargaen, Borough Manager
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

DEC Site Identifiers:

File No.: 1529.38.006
Hazard ID.: 3295

Regulatory Authority for Determination:

18 AAC 75

Site Description and Background

The 2.51-acre Wrangell Junkyard contaminated site is located on a west facing hillside in a residential area approximately four miles south of Wrangell on Zimovia Highway. The property is zoned residential and is bordered by residential parcels to the north and south; Mental Health Land Trust (MHLT) property on the upper eastern boundary, and slopes down to Zimovia Highway toward Zimovia Strait to the west, approximately 150 feet west of the Site (see aerial image below). Upgradient of the site, on MHLT land, forested wetlands are present, with extensive bogs and ponds. Surface water drainages carry water from the MHLT parcel along the north and south sides of the property. The site is underlain by a shallow clay/till layer that is present at depths of three to five feet throughout the site. Productive groundwater is reported present at the site at a depth of 15 feet within a clay/silt layer based on historic information about the nearest well. This well was located on the Byford residence immediately to the north, but has been out of service since at least 2002. No wells in the vicinity were in service as of the early 2000s.

Photo 1: Aerial view of the Wrangell Junkyard



Photo credit: City and Borough of Wrangell

The Wrangell Junkyard was operated as Byford Salvage from the early 1960s to the mid-1990s by Virgil Byford. The facility accepted drums of various oils, lubricants and other wastes; polychlorinated biphenyl (PCB) transformers, tires, batteries, boats, and miscellaneous scrap metal. In addition, the owner operated a foundry in one of the two main shop buildings and also salvaged approximately 1,500 automobiles at the site. By the late 1990s, Byford was deceased and the property had transferred to a new owner, Mr. Curtis Gibb, who shipped out the marketable metal for salvage for a short period of time before abandoning the property and leaving the state. No effort was made by either owner/operator to properly store and contain wastes. A large volume of lead acid batteries were stockpiled, crushed, and in some cases partially burned on the property. All materials including potentially hazardous wastes were poorly contained and allowed to be crushed, to leak, and to spill on the property, which drains toward Zimovia Strait. Following a DEC site inspection in 1999, the department initiated steps to conduct a preliminary assessment at the site.

Contaminants of Concern and Cleanup Levels

The highest concentrations of contaminants identified at the site over the course of three investigations are identified in the table below, compared with approved cleanup levels. The contaminants listed are established as the Contaminants of Concern for the site.

Wrangell receives an estimated 83 inches of precipitation annually. The cleanup levels approved for the site are the most restrictive of the migration to groundwater pathway or human health pathway for the method two, >40" precipitation climate zone at 18 AAC 35.341; the Table C Groundwater Cleanup levels under 18 AAC 75.345; and NOAA SQUIRT sediment criteria in accordance with 18 AAC 75.340(i) and 18 AAC 75.345(e).

Table 1: Contaminants of Concern, Site Concentrations, and Cleanup Levels

Contaminant	Location	Media	Concentration	Cleanup Level	Units (Source)
Antimony	subsurface	soil	2460	4.6	mg/kg (method 2)
Aroclor 1242 (PCB)	surface Area 6	soil	140	1	mg/kg (method 2)
Aroclor 1254 (PCB)	surface	soil	4	1	mg/kg (method 2)
Arsenic	subsurface	soil	314	0.2	mg/kg (method 2)
Benzo(a)pyrene	drum cache	soil	14	0.17	mg/kg (method 2)
Benzo(b)fluoranthene	drum cache	soil	19	1.7	mg/kg (method 2)
Bis(2-ethylhexyl)phthalate	surface	soil	690	88	mg/kg (method 2)
Cadmium	surface	soil	11.1	9.1	mg/kg (method 2)
Chromium (total)	subsurface	soil	4950	1X10 ⁵	mg/kg (method 2)
Chromium (total)	Zimovia	sediment	61	15.9	mg/kg (NOAA SQUIRT)
Copper	subsurface	soil	24900	370	mg/kg (method 2)
Copper	Zimovia	sediment	19	18.7	mg/kg (NOAA SQUIRT)
Dibenzo(a,h)anthracene	drum cache	soil	4.6	0.17	mg/kg (method 2)
Dibenzo(a,h)anthracene	drainage	surface water	0.95	0.25	ug/l (Table C)
Diesel Range Organics	drum cache	soil	40,000	230	mg/kg (method 2)
Lead	drainage	surface water	719	15	ug/l (Table C)
Lead	subsurface	soil	155000	400	mg/kg (method 2)
Lead	Zimovia	sediment	1200	30.24	mg/kg (NOAA SQUIRT)
Mercury	drum cache	soil	4.2	0.36	mg/kg (method 2)
Naphthalene	surface	soil	0.19	0.038	mg/kg (method 2)
Nickel	Zimovia	sediment	35	15.9	mg/kg (NOAA SQUIRT)
Pentachlorophenol	surface	soil	0.71	0.0043	mg/kg (method 2)
Silver	subsurface	soil	247	11	mg/kg (method 2)
Thallium	subsurface	soil	6.8	0.19	mg/kg (method 2)
Zinc	subsurface	soil	8850	4900	mg/kg (method 2)

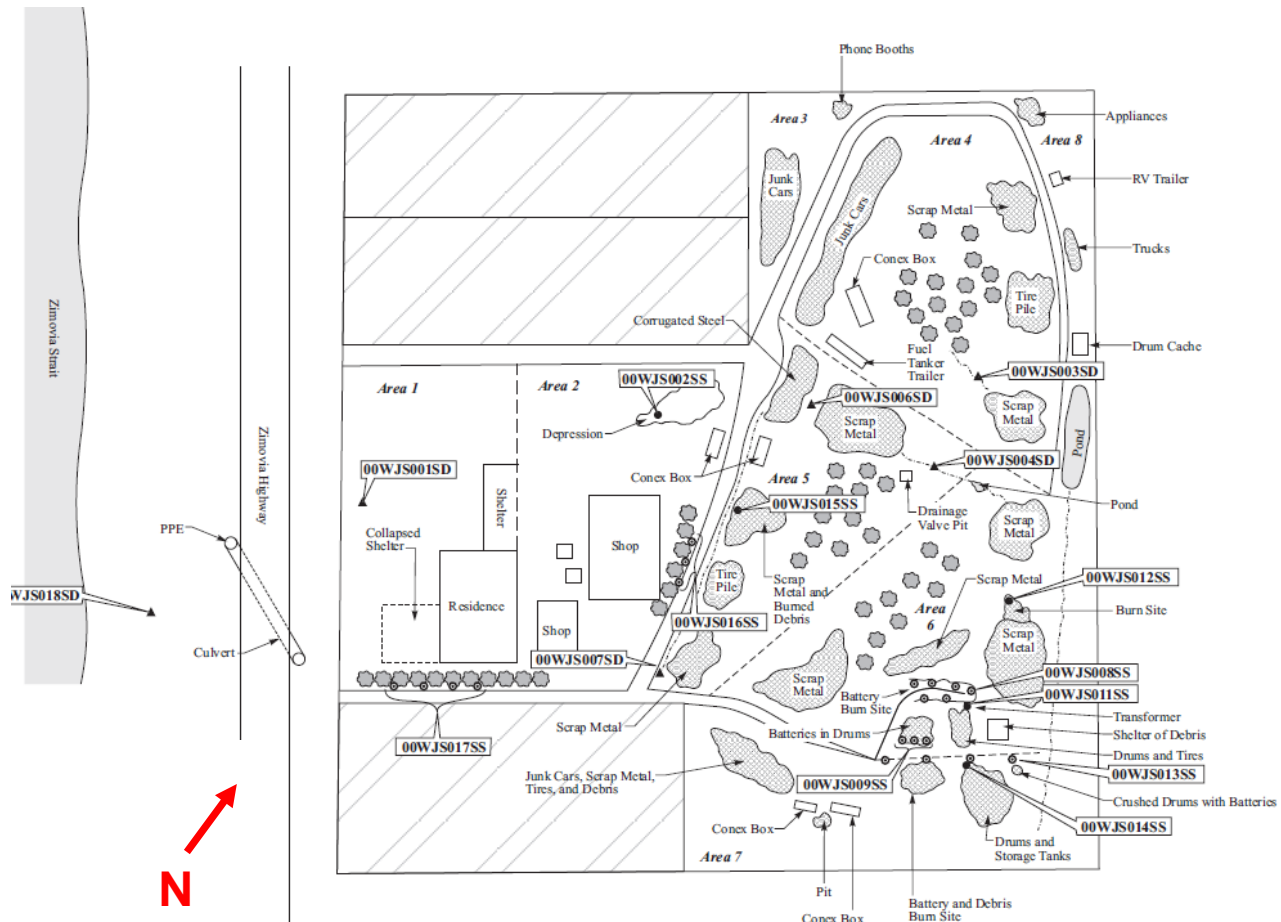
Characterization and Cleanup Activities

2000 CERCLA Preliminary Assessment

In 2000, the DEC attempted to reach then-owner Curtis Gibb to gain access to the site, but the owner, having moved out of state, was not responsive. DEC contracted with Ecology and Environment to conduct a Preliminary Site Assessment under the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). In 2001, the final Preliminary Assessment report was submitted documenting the results of 18 soil and sediment samples collected for a variety of

analytes. Contamination was reported above DEC cleanup levels for semi-volatile organic compounds (SVOCs), PCBs, and several heavy metals, particularly lead, which was found as high as 120,000 mg/kg. The PCB Aroclor 1242 was found at a concentration of 140 mg/kg in a battery burn site called Area 6. A concentration of 1200 mg/kg lead was found in Zimovia beach sediments downgradient of the site. Significant concentrations of lead in soil found throughout the site were determined the result of large amounts of crushed batteries and poor handling practices over decades of salvage operations. No water samples were collected. Figure 1, taken from the report provides a diagram of the site, with sample locations and areas of concern.

Figure 1: Site Diagram (Ecology & Environment 2000)



2002 Site Characterization and Removal Cost Estimate

In 2002, Ecology & Environment conducted a follow-up site characterization and removal estimate for DEC, documented in a report titled, *Wrangell Junkyard Site Characterization and Removal Cost Estimate*. Extensive debris, scrap metal and other solid waste impeded a complete site characterization during this effort. Sixty-four surface samples and 11 subsurface samples were collected. No operating drinking water wells were identified within 1/8 mile of the site. Intertidal groundwater was sampled from a temporary wellpoint installed near Zimovia Strait.

Lead concentrations in soil exceeding the DEC cleanup level of 400 mg/kg were measured in 43 of 65 sample locations, with concentrations as high as 98,500 mg/kg, although only two subsurface samples, had concentrations above the 400 mg/kg cleanup level. Concentrations of lead in the downgradient

wellpoint were non-detect for the filtered sample. The total volume of soil contaminated with lead was estimated at 3,490 cubic yards. See Figure 2.

Figure 2: Site Diagram of the Wrangell Junkyard, denoting contaminated areas (Ecology & Environment, June 2002)



The second owner, Curtis Gibb, abandoned the property sometime around 2000 and moved to the lower '48. After an accumulation of unpaid property taxes, the parcel was foreclosed by the City of Wrangell in approximately 2009. Mr. Gibb could not be located and later research showed he passed away in 2015.

2014-15 EPA Targeted Brownfields Assessment

Upon assuming possession of the property, the City, which lacked the funding to carry out the necessary environmental work, collaborated with DEC to obtain the services of EPA's Targeted Brownfields Assessment program. However, due to the large volume of debris on the site, EPA could not proceed with the work until the property was cleared. Over the next several years, the City worked to clear metal debris from the site. Finally in 2014, the site was sufficiently cleared for EPA to conduct a more comprehensive assessment and estimate of the volume of contaminated soil present at the site. Results of this effort were documented in the report, *Wrangell Junkyard Targeted Brownfields Assessment*, dated July 2015. Samples were analyzed for 21 metals, diesel and residual range organics, dioxins, PCBs, and semi-volatile compounds. Large areas of soil across the site were found to be saturated with lead contamination, and contamination from other metals, petroleum, and semi-volatile organic compounds was also present. In addition, elevated concentrations of heavy metals were documented in sediments in the intertidal area across the highway from the site. The volume of soil contaminated with lead, the primary contaminant of concern, was estimated by EPA at 4,000 cubic yards. The highest

concentrations found at the site that exceeded approved cleanup levels are documented in Table 1 above.

Following the results of the 2014-15 work by EPA, the agency initiated the process to conduct an emergency removal action. In 2015, the EPA Region 10 Emergency Removal Program, (ERP), invoked its CERCLA authority and began preparing a Comprehensive Time Critical Removal Action (TCRA) to implement removal of contaminated soil from the Wrangell Junkyard that exhibited concentrations exceeding the Resource Conservation and Recovery Act (RCRA) thresholds for hazardous materials requiring remedial disposal at a RCRA approved facility. The EPA ERP and its contractors met with DEC and the City in Wrangell in July 2015.

However, EPA's ERP was unable to secure year-end funding to implement the TCRA. To mitigate the risk of contaminant migration off-site, DEC proceeded to take immediate steps using the emergency account of the Oil & Hazardous Response Fund to initiate cleanup work. The department's objective was to complete cleanup of hazardous liquid and solid debris and contaminated soil to residential land use cleanup standards with minimal site restoration. The proposed work included excavation, shipment, and disposal of contaminated soil, sediments, and wastes present at the site. Upon approval to access the emergency account, the department proceeded to issue a term contract to NRC Alaska to carry out the cleanup, which included stabilizing all lead contaminated soil with a phosphate-based product called EcoBond. When applied to the soil, it renders the lead non-leachable, and changes the waste characteristic from hazardous to polluted, non-hazardous material.

2016 Removal Action

The excavation and cleanup took place in 2016. Nearly the entire 2.51-acre site was saturated with lead down to the underlying clay/silt layer. In addition, batteries, drums, tires, automotive parts, construction materials, and other solid wastes buried at the site were removed, disposed of locally, or shipped out. A total of 22 drums and 57 containers of contaminated debris were shipped to permitted facilities in the lower 48. Lead contaminated soil was found to be significantly more extensive than previously estimated. Contamination extended onto adjacent residential properties, to the east and upgradient onto MHLT Land, and to the west into the DOT right-of-way. Cleanup was not conducted in the intertidal sediments, in order to allow this area to undergo natural recovery.

Upon completion of the cleanup, the total volume of lead contaminated soil treated with Ecobond was approximately 18,350 cubic yards. This included 300 cubic yards from the MHLT parcel and 620 cubic yards from the two neighboring residential properties. The treated soil was stockpiled on site. Results of the cleanup effort were documented in the September 30, 2016 cleanup report from NRC titled, *Remedial Action Report Wrangell Junkyard*, approved by DEC on December 21, 2016.

Confirmation samples for total lead were collected throughout the excavation base (268 samples) and sidewalls (46 samples) based on field screening with an x-ray fluorescence detector (XRF). Results for all the samples met the DEC cleanup level of 400 mg/kg for total lead. In addition, samples were collected for benzene, toluene, ethylbenzene, and xylenes (BTEX), diesel range organics (DRO), residual range organics (RRO), PCBs, and RCRA-8 metals. Polycyclic aromatic hydrocarbons (PAHs) were not included because results during characterization at the start of the project were below cleanup levels.

All confirmation sampling results met applicable cleanup levels, with the exception of benzene, which exceeded the 0.022 mg/kg cleanup level for migration to groundwater with a result of 0.0594 mg/kg in

one sample at the site. The same sample had a 0.0314 mg/kg detection for toluene, and was non-detect for DRO, RRO, ethylbenzene and total xylenes.

Following the confirmation sampling, each area of the excavation was backfilled with clean material from an offsite quarry. Simultaneously, the stockpile for the treated material was constructed on the closed out areas of the site. Following completion of the cleanup, backfilling and removal of equipment and staging areas, the site was graded and contoured around the stockpile. The post cleanup site conditions are shown below.

Photo 2: Drone aerial of site following 2016 cleanup



Image courtesy of NRC Alaska

2018 Stockpile Sampling

In March of 2018, soil and pore water within the stockpile were sampled for total RCRA 8 and Toxicity Characteristic Leaching Procedure (TCLP) metals, DRO, RRO, volatile organic compounds (VOCs), and PAHs in support of one of the proposed disposal alternatives. Soil sample results from the waste showing exceedances of applicable cleanup levels included: Total lead at a maximum of 6,250 mg/kg; cadmium at 3.22 mg/kg; total chromium at 191 mg/kg; DRO at 313 mg/kg; naphthalene at 2.65 mg/kg; benzo(a)anthracene at 0.424 mg/kg; and benzo(a)pyrene at 0.382 mg/kg. All other analytes were below the cleanup levels.

2018 Shipping and Disposal Effort

The 18,350 cubic yards were stockpiled onsite from 2016 to 2018, during which time DEC worked with EPA, contractors, the City and Borough of Wrangell, the Wrangell Cooperative Association, community members, the Department of Natural Resources, and the U.S. Forest Service on options for economically disposing of the volume of lead polluted soil. In late May 2018, DEC issued a contract with NRC Alaska to ship all the treated lead soil to a permitted solid waste facility in Oregon.

Beginning June 2, 2018, DEC contractors mobilized to Wrangell to initiate transport and disposal of the stabilized, lead-contaminated soil from the former junkyard site to Columbia Ridge Landfill in Arlington, Oregon. The work consisted of loading the material into heavy-duty, reinforced sacks called Flexible Intermodal Bulk Containers (FIBCs) each with an approximate capacity of 8 cubic yards. The FIBCs were transported along the Wrangell road system to the former Silver Bay Logging sawmill

facility located about two miles southeast of the junkyard site where they were staged for barge transport south.

By October of 2018, NRC had completed transport and disposal of 26,912 tons of soil, stockpile liners, and investigation derived waste. These wastes were loaded at the site into 2,482 FIBCs and 80, 20" open top shipping containers, then transported to the Silver Bay facility where they were loaded onto a series of four barges and shipped south to a disposal facility in Arlington, Oregon.

Post-stockpile verification sampling was conducted to ensure no lead contaminated soil above cleanup levels remained onsite. Eighteen samples were collected, of which 10 were analyzed for total lead based on XRF screening, and 10 were analyzed for DRO and RRO based on photoionization detector (PID) field screening. Total lead concentrations ranged from 2.65 mg/kg to 13.9 mg/kg. DRO and RRO were detected in four samples ranging from 18.4 mg/kg to 26.7 mg/kg for DRO and from 9.08 mg/kg to 14.3 mg/kg for RRO.

Following results of the verification sampling, the site was re-contoured according to a site restoration plan approved by the City and DEC. The restoration plan included subsurface drainage features and preserving and enhancing drive ways on the site. In April 2019, NRC Alaska submitted the final *Site Restoration and Closure Sampling Report*, approved by DEC on April 19, 2019. The report documented the above results and restoration work.

Photo 3: Drone aerial of final site conditions – October 2018



Image courtesy of NRC Alaska

Highest Concentrations Remaining at the Site

Sample results following the cleanup effort in 2016 and the shipment and disposal effort in 2018 were reviewed. The highest concentrations of contaminants remaining at the site are shown in the table below, along with approved cleanup levels. Benzene, which was not previously identified as a contaminant of concern at the site, was the only contaminant detected above the applicable cleanup

level in the confirmation sampling. Five other samples collected near this sample showed levels of benzene and other petroleum contaminants that met cleanup levels, therefore the elevated concentration of benzene found represents a de-minimis volume of contaminated soil.

Table 2: Highest Concentrations of COCs

Contaminant	Location	Media	Concentration	Cleanup Level	Units (Source)
Aroclor 1254 (PCB)	confirmation sample	soil	0.23	1	mg/kg (method 2)
Benzene	confirmation sample	soil	0.0594	0.022	mg/kg (method 2)
Diesel Range Organics	confirmation sample	soil	176	230	mg/kg (method 2)
Lead	confirmation sample	soil	327	400	mg/kg (method 2)
Residual Range Organics	confirmation sample	soil	402	8300	mg/kg (method 2)
Toluene	confirmation sample	soil	0.03	6.7	mg/kg (method 2)

Cumulative Risk Evaluation

Pursuant to 18 AAC 75.325(g), a cumulative risk determination must be made that the risk of any remaining concentrations of hazardous substances does not exceed a cumulative carcinogenic risk standard of 1 in 100,000 across all exposure pathways and does not exceed a cumulative noncarcinogenic risk standard at a hazard index of one across all exposure pathways. Cumulative risk was calculated using the concentrations above for Aroclor 1254, benzene, and toluene. Petroleum and lead are not included in cumulative risk calculations. The results for this site met the cumulative risk standards, with a total carcinogenic risk calculated at less than 1 in 100,000 and a noncarcinogenic risk of less than one across all exposure pathways.

Exposure Pathway Evaluation

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using DEC's Exposure Tracking Model (ETM). Exposure pathways are the conduits by which contamination may reach human or ecological receptors. ETM results show all pathways to be one of the following: De-Minimis Exposure, Exposure Controlled, or Pathway Incomplete.

DEC Decision

Nearly all soil across the entire site was removed down to the confining clay layer present throughout the property at depths ranging from 3-5 feet. Due to these site features and the cleanup, no groundwater was present, therefore no groundwater samples were collected. Previous groundwater seep sampling conducted by Ecology & Environment (2002) downgradient of the site found no detectable concentration of lead in a filtered groundwater sample. Furthermore, soil concentrations for contaminants meet migration to groundwater cleanup levels, with the exception of one sample on the adjacent parcel to the north, which had a concentration of 0.0594 mg/kg for benzene that was 2.7 times the migration to groundwater cleanup level of 0.022 mg/kg, but well below the human health level of 8.1 mg/kg. The confirmation sample was collected from the excavation floor in the dense clay till layer, and represents a de-minimis volume, based on the results of five other samples in the vicinity which were below the applicable cleanup levels for BTEX, DRO, and RRO.

In terms of surface water and sediments near the site, removal of the contaminant source area throughout the site included all surface water drainage pathways (which were subsequently re-routed) and has stopped contaminant migration off site. This will allow any residual concentrations of metals in downgradient marine sediments to naturally recover.

Contamination at the site has been cleaned up to concentrations meeting approved cleanup levels suitable for residential land use. This site will receive a "Cleanup Complete" designation on the Contaminated Sites Database. The following standard condition applies:

Standard Condition

Groundwater throughout Alaska is protected for use as a water supply for drinking, culinary and food processing, agriculture including irrigation and stock watering, aquaculture, and industrial use. Contaminated site cleanup complete determinations are based on groundwater as a potential drinking water source. Should groundwater from this site be used for other purposes, such as aquaculture, additional testing and treatment may be required to ensure the water is suitable for its intended use.

This this cleanup complete determination is in accordance with 18 AAC 75.380 and does not preclude DEC from requiring additional assessment and/or cleanup action if future information indicates that contaminants at this site may pose an unacceptable risk to human health, safety, or welfare or to the environment.

Appeal

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, 410 Willoughby Avenue, Suite 303 or by mail to P.O. Box 111800, Juneau, Alaska, 99811-1800, within 20 days after receiving the department's decision reviewable under this section. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, or by mail to P.O. Box 111800, Juneau, Alaska 99811-1800, within 30 days after the date of issuance of this letter, or within 30 days after the department issues a final decision under 18 AAC 15.185. If a hearing is not requested within 30 days, the right to appeal is waived.

If you have questions about this closure decision, please feel free to contact me at (907) 465-5076 or email me at sally.schlichting@alaska.gov.

Sincerely,



Sally Schlichting
Unit Manager

cc: Burrell C. Byford, adjacent property owner: P.O. Box 231, Wrangell, AK 99929-0231
Michelle Woods, adjacent property owner: P.O. Box 108, Wrangell 99929
David Griffin, Southeast Area Lands Manager Trust Land Office, adjacent property owner
Dan Strucher, Senior Project Manager NRC Alaska
Shane O'Neill, Superintendent of Projects, NRC Alaska
Jason Ginter, Principal, Nortech
John Halverson, Contaminated Sites Program Manager
Spill Prevention and Response, Cost Recovery Unit



THE STATE
of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental Conservation

DIVISION OF SPILL PREVENTION AND RESPONSE
Contaminated Sites Program

PO Box 111800
Juneau, AK 99811-1800
Main: 907-465-5390
Fax: 907-465-5218
www.dec.alaska.gov

April 19, 2019

File no: 1529.38.006

Dan Strucher
Project Manager
NRC Alaska
800 East Ship Creek Avenue
Anchorage, AK 99501

RE: Wrangell Junkyard Cleanup Project – Site Restoration and Closure Sampling Report

Dear Dan:

Thank you for the final Site Restoration and Closure Sampling Report submitted April 18, 2019 by your subcontractor, Nortech.

The report details the final disposal effort for the treated lead contaminated soil stockpiled on site, including post stockpile sampling and site restoration work. Transport and disposal of the stabilized, lead-contaminated soil from the former junkyard site was initiated in June of 2018. The work consisted of loading the material into heavy-duty, reinforced sacks called Flexible Intermodal Bulk Containers (FIBCs) each with an approximate capacity of 8 cubic yards. The FIBCs were transported along the Wrangell road system to the former Silver Bay Logging sawmill facility located about two miles southeast of the junkyard site where they were staged for barge transport south.

By October of 2018, transport and disposal of 26,912 tons of soil, stockpile liners, and investigation derived waste was complete. The wastes were loaded at the site into 2,482 FIBCs and 80, 20" open top shipping containers, then transported to the Silver Bay facility where they were loaded onto a series of four barges and shipped south to Columbia Ridge Landfill in Arlington, Oregon. All shipping manifests documenting this effort are included with the report.

Post-stockpile verification sampling was conducted to ensure no lead contaminated soil above cleanup levels remained onsite. Eighteen samples were collected, of which 10 were analyzed for total lead based on XRF screening, and 10 were analyzed for DRO and RRO based on photoionization detector (PID) field screening. Total lead concentrations ranged from 2.65 mg/kg to 13.9 mg/kg. DRO and RRO were detected in four samples ranging from 18.4 mg/kg to 26.7 mg/kg for DRO and from 9.08 mg/kg to 14.3 mg/kg for RRO. All results met site cleanup levels.

Following results of the verification sampling, the site was re-contoured according to a site restoration plan approved by the City and DEC. The restoration plan included subsurface drainage features and preserving and enhancing drive ways on the site.

This final report is approved. Thank you for your outstanding work on this project and your service to the State of Alaska in carrying out this cleanup, which improved environmental conditions and redevelopment opportunities at this site for the City and Borough of Wrangell.

If you have any questions, please don't hesitate to contact me at 465-5076.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sally Schlichting".

Sally Schlichting
Southeast Unit Manager

cc: Jason Ginter, Principal, Nortech
Lisa Von Barga, Borough Manager, City and Borough of Wrangell.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community,
and Economic Development**
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

455 3RD Avenue, Suite 140
Fairbanks, Alaska 99701-4737
Main: 907.451.2731
Fax: 907.451.2742

April 19, 2019

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

Dear Ms. Von Bargaen:

I'm pleased to inform you that the National Forest Receipts under Title I and Title III of the Secure Rural Schools and Community Self-Determination Act of 2000 (NFR/SRS) for SFY19 (FFY18) has been awarded.

The borough's payment of **\$925,412.34** is for Title I Schools and Roads. This payment must be used for schools and/or roads at the discretion of the borough. A report will be required next fiscal year documenting the expenditure of the funds received.

If you have questions regarding your SFY19 NFR/SRS payment, please feel free to contact me at 907-451-2731 or by email at judy.haymaker@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Judy Haymaker".

Judy Haymaker
Grants Administrator II

To: The Honorable Stephen Prysunka
The Wrangell Borough Assembly
Lisa Von Barga, Borough Manager

From: Brad Gilman & Sebastian O’Kelly

Re: Washington Update

Date: April 25, 2019

1. FY 2020 Budget & Appropriations: Due in part to the prolonged government shutdown, the FY 2020 budget cycle has begun slowly. The Trump Administration unveiled its FY 2020 budget request a month late. The Appropriations Committees have begun their hearings. We anticipate that they will report the appropriations bills in a timely and orderly fashion over the next couple of months, but the bills’ fate remains unknown at this point in the process. Negotiations are underway, but House and Senate party leaders still must establish “top-line” amounts for both defense and non-defense spending. As with the FY 2019 budget, “wall politics” are expected to come into play as well. The President has requested significant funding for construction of the border wall in his FY 2020 budget in both Departments of Defense and Homeland Security funding that will likely complicate passage of appropriations bills. This is a separate matter from the emergency declaration he has issued to permit movement of military construction funding from other projects into border wall construction. That effort will face a court challenge that could go all the way up to the Supreme Court.

Consistent with its prior year budget requests, the Trump Administration is seeking cuts in domestic, non-defense programs in FY 2020. The budget request encompasses recommendations for significant cuts in, or terminations of, a number of Federal programs important to rural Alaska, including – the Denali Commission; the Dept. of Commerce’s Economic Development Administration; economic development programs at USDA’s Rural Development Administration; the Essential Air Service Program; the Dept of Interior’s National Wildlife Refuge Fund (“Refuge Revenue-Sharing”); Community Development Block Grants; Army Corps of Engineers – Section 107 Small Navigation Projects; and NOAA fisheries research, management and data collection. As has been the case in the last couple of years, we believe Congress will reject these recommendations and level fund these programs. Continued advocacy in support of rural community needs remains important.

On the earmark front, the House and Senate Appropriations Committees have decided not to include Congressionally-directed project requests for FY 2020. The House Appropriations Committee issued a statement that discussions would be ongoing in an attempt to reach a bipartisan consensus on appropriations earmarks for next year’s budget process. Earmarks remain an open question on the infrastructure investment legislation (see item #3).

On behalf of Wrangell, we have filed the following FY 2020 Federal priorities with the Delegation – Water Treatment Plant; Reservoir Dam Replacement; Secure Rural Schools & PILT; Transboundary Waters/BC Mining; Pink Salmon Disaster; Young Fishermen’s Act;

Zaremba Island Clean Up; Heritage Harbor Reimbursement; Shoemaker Harbor; Tongass Management; Water Availability/Source; Sea Otter Management; Aquaculture/Mariculture; and USFS Personnel Changes.

2. Port Infrastructure: For FY 2019, Congress appropriated \$292.7 million for a new port infrastructure grant program administered by the Maritime Administration (MARAD) within the Department of Transportation. This funding was added to the final Omnibus in conference, even though it was not included in the original House or Senate-passed bills (commonly called an “Airdrop”). Of this amount, \$92.7 million has been firewalled for the 15 largest ports in the nation by volume. Small port projects will be eligible for the remaining funding. MARAD will issue a public notice accepting grant applications later this spring or summer. We will monitor the notice and pass along information to the community. Should the community apply, we can advocate for Delegation support of the application with MARAD. Separately, the Senate Commerce Committee is working on a reauthorization of MARAD programs. We believe the authorization is broad enough to encompass a multitude of activities, including float systems, port road access, docks, uplands development, harbor utility improvements, uplands dredge disposal, ramps, and wave barriers. It is intended to go well beyond the scope of traditional Army Corps breakwater construction and dredging of general navigation features. We will push to be actively involved in these discussions going forward.

3. Infrastructure Investment Legislation: The House Transportation and Infrastructure Committee have been holding hearings on developing comprehensive infrastructure investment legislation. A bill is expected to be unveiled by late spring, with its cost escalating to an amount close to \$2 trillion, double the amount proposed by the Trump Administration. In addition to traditional transportation spending, it is expected to include other infrastructure investments such as broadband and green technology. One outstanding issue is the “pay for” to fund the bill. House Democrats are seeking to raise the gas tax while Republicans are taking a wait and see approach until the Trump Administration takes a firm position. Chairman Peter Defazio (D-OR) has publicly indicated an interest in including earmarks in the bill, although no final decision has been made. The Senate Environment & Public Works Committee has also begun hearings but will move more slowly in developing legislation.

4. Coast Guard: The FY 2019 Omnibus Appropriations Bill fully funded Coast Guard vessel procurement and shoreside infrastructure accounts. The FY 2020 budget request for the Coast Guard includes funding for construction of two more Fast Response Cutters (FRCs), bringing the total amount funded to 58, the total number required by the Coast Guard’s national mission. The FRCs are still being built, with 33 constructed and 31 commissioned so far. The budget request also includes \$457 million for the construction of Offshore Patrol Cutter (OPC) #3 as well as long lead time materials for OPCs #4 and #5; \$60 million for post-delivery activities for the seventh through eleventh National Security Cutters (NSCs); \$35 million for program management and production activities associated with the detail design and construction contract for Polar Security Cutters (PSCs); and \$15 million for a multi-year Service Life Extension Project (SLEP) for the POLAR STAR icebreaker. The contract for construction of the first PSC has been awarded to VT Halter Marine, based in Mississippi.

5. Arctic Issues: Senator Murkowski has reintroduced two bills related to the Arctic. The Shipping and Environmental Arctic Leadership Act anticipates increased shipping and maritime traffic for the region and establishes a Congressionally-charted seaway development corporation. The corporation will employ a voluntary tariff model, as is used elsewhere in the world, to fund the infrastructural and environmental demands of shipping in the Arctic. The Arctic Policy Act modifies the membership of the Arctic Research Commission to encourage greater participation by Alaska native and tribal groups in Arctic policy and planning. Senator Sullivan is a cosponsor of both bills.

6. Payment In Lieu Of Taxes (PILT): The FY 2019 Omnibus included \$500 million for PILT, roughly 10 percent below its FY 2018 level. The reduction is due to the prior year adjustment to the PILT formula as a result of the expiration of Secure Rural Schools (SRS) payments. The PILT formula factors in SRS payments into its calculations. PILT funding in FY 2018 was higher than it would have been had there not been a lapse in SRS payments but given the subsequent reinstatement of SRS payments, PILT funding dipped in FY 2019. How the reduction is parceled out among PILT recipients will vary by county/borough. Payments are typically made in the June/July timeframe. It is unclear whether the government shutdown will delay the Department of Interior's payment this year. We have not seen introduction of the House bill discussed in our last report that would increase payments to small population counties/boroughs (<5000). Regarding the PILT underpayment lawsuit, the Department of Interior has asked and was granted a delay by the District Court to decide on whether it wants to appeal the decision that granted counties/boroughs compensation for prior year underpayments. The Court has given the Department until May 17.

7. Secure Rural Schools (SRS): The USFS announced SRS payments on Tax Day, with Wrangell to receive \$986,580 in Title I payments. This is the last SRS payment under current law. Senator Crapo (R-ID) has introduced a bill (S. 430) to extend an additional two years of funding. Senator Murkowski is a cosponsor. Senators Wyden (D-OR) and Crapo have not yet reintroduced their bill from the last Congress that would establish a large endowment fund to increase and stabilize SRS funding as well as fund other Forest Service activities and projects.

8. Fisheries & Oceans

- **Pink Salmon Disaster Assistance:** We are still awaiting final approval of the 2016 Gulf of Alaska pink salmon disaster assistance grant plan. The program manager, Pacific States Marine Fisheries Commission, submitted the application to NMFS in November. The grant application review skidded to a halt during the Government shutdown but nonetheless approval of the plan by NOAA and the Office of Management and Budget is long-past due. A grant application for the West Coast Dungeness Crab disaster and a number of small Tribal Fishery disasters was just approved. NOAA's Congressional Affairs Office recently informed Congress that the pink salmon spend plan has been approved and that "we're hopeful that the grants (sic) will be awarded in the next month or so."
- **Other Fisheries Disasters:** Efforts are continuing in the Congress to fund further disaster assistance. This includes food aid for Puerto Rico, and financial relief for communities hit by hurricanes, wildfires, and earthquakes in 2018. The discussions also

include additional funding for fishery disaster assistance. A disaster assistance bill passed by the House in January included \$150 million in additional funds for fishery disasters. The 2018 Gulf of Alaska Pacific Cod fisheries disaster could be funded through this amount once the relief bill becomes law.

- **Saltonstall-Kennedy Grants:** The Senate Commerce Committee reported out S.494, the American Fisheries Advisory Committee Act, legislation introduced by Senator Sullivan to reform the national S-K grant program. The bill would create an advisory committee to guide the grant program's goals and objectives going forward. The bill emphasizes grants to benefit "fishing communities" rather than "seafood industry", a change which authorizes a broader number of eligible objectives, with industry promotion remaining as an objective but no longer the central purpose. The bill also adds the recreational sector to the national grant steering committee, and adds recreational fishing data collection activities to projects that can be funded using S-K grant dollars. The bill passed by voice vote without amendment.
- **Ocean Conditions:** NOAA Fisheries has issued a report finding that the ocean off the West Coast of the United States has shifted from unusually warm conditions marked by the marine heat wave known as the "Blob" toward a cooler ocean environment. NOAA believes that this will lead to a more productive regime for salmon and other ocean species.
- **Charter Vessel Fees:** Senator Sullivan successfully added an amendment to S. 906, the Driftnet Modernization and Bycatch Reduction Act (see below), to authorize the North Pacific Council to collect fees from charter vessel operators who guide recreational anglers who harvest Pacific halibut in Areas 2C and 3A. The fees can be used to finance the administrative costs of the Recreational Quota Entity program; the purchase of halibut quota shares in Areas 2C and 3A; halibut conservation and research; and promotion of the halibut resource by the recreational quota entity.
- **Safety Report on F/V Destination:** The U.S. Coast Guard Marine Safety Board has issued a report on the sinking of the crab vessel F/V Destination that includes recommendations that will affect the North Pacific crab fleet. The report concludes that the vessel sank primarily due to non-compliance with stability standards on pot stacking. Excessive icing was also a factor and the report singles out the captain and crew for failure to remove it. The primary recommendations of the report include 1) greater outreach on stability standards for stacking of crab pots (USCG agrees); 2) an oversight audit on all BSAI crab vessels (USCG agrees); 3) procedures for pot stability checks as part of 24 hour notices for safety and stability compliance checks (USCG agrees); 4) conduct weight checks of crab pots during safety checks (USCG concurs in part, but has decided weight checks should be done on a spot basis); 5) conduct an oversight audit of stability compliance of all commercial fishing vessels in the region (USCG does not concur with this recommendation, stating that there is no evidence to suggest that there are compliance or stability standard issues with vessels in other fisheries).

- **Ocean Acidification:** Senator Lisa Murkowski joined with other Senators to introduce S. 778, the Coastal Communities Ocean Acidification Act. The legislation requires NOAA to identify and assess communities which are the most dependent on coastal and ocean resources and are at risk of acidification. This would involve vulnerability assessments and identification of the harmful impacts to residents.
- **Sharks:** Regulation of the shark industry continues to be a hot button issue in the new Congress. The Senate Commerce Committee reported S. 877, the Shark Fin Trade Elimination Act to ban all sale of shark fins in the U.S. Fishermen would still be able to land sharks, consistent with relevant Federal FMP harvest and size regulations, but would have to discard the fins. Current law prohibits “finning” -- the landing of fins while discarding sharks. Competing legislation -- the Sustainable Shark Fisheries and Trade Act (S. 1008) – has been introduced that would allow U.S. shark fishermen to retain their total catch, including the fins, if the fishery is managed under a FMP. Imports of shark fins from countries that permit finning would be prohibited. This includes directing the Secretary of Commerce to include rays and skates into the seafood traceability program to ensure that shark products are not smuggled into the U.S. falsely labeled as rays and skates, two closely related groups. Senators Murkowski and Sullivan are cosponsors of the latter bill.
- **Coastal Ocean Observing Program:** Representatives Don Young (R-AK) and Suzanne Bonamici (D-WA) have introduced H.R. 1314, the Integrated Coastal Ocean Observing System Act (the “ICOOS Act”). The legislation is intended to improve data collection and information sharing between the Federal Government and organizations established to manage the ocean data and monitoring programs. This data is used to monitor ocean acidification, harmful algal blooms, tsunami threats, navigation, and port security.
- **Young Fishermen’s Development Act:** Representative Don Young, Jared Golden (D-ME), Seth Moulton (D-MA) and Aumua Amata (D-American Samoa) have introduced H.R. 1240, the Young Fishermen’s Development Act. The broad objective of the legislation is to address the “greying of the fleet” by creating a training, education and workplace development program for the next generation of commercial fishermen. The legislation would create competitive grants to organizations to sponsor workshops and training for seamanship, navigation, electronics, & safety; vessel and engine care, maintenance and repair; innovative conservation fishing gear engineering and technology; entrepreneurship and good business practices; direct marketing, supply chain, and traceability; and financial and risk management, including vessel, permit, and quota purchasing. Senator Sullivan has introduced S. 496, companion legislation to the bill introduced in the House. Senator Sullivan’s bill defines a broader scope of eligible participant.
- **Genetically Engineered Salmon:** In March, the FDA approved the sale of such salmon in the U.S. through the use of a generic “bioengineered” label promulgated by the USDA. The producer of the salmon, AquaBounty Technologies Inc, plans to develop and grow the salmon at a contained, land-based facility in Indiana. The Alaska Delegation has

heavily criticized the FDA's decision. Several pieces of legislation have been introduced in response. H.R. 1103 would require the official market name of the product to be distinct from current wild and farmed salmon. H.R. 1104 would require the Food and Drug Administration to impose a labelling requirement on the product to inform consumers that the salmon had been genetically altered. H.R. 1105 would impose security measures on facilities used by producers in the ocean environment to produce genetically altered salmon, to prevent against escapement.

- **BLUE GLOBE Act:** Senator Murkowski and Senator Whitehouse (D-RI) have introduced "The BLUE GLOBE Act". The bill would charge existing Federal ocean-focused interagency committees to improve domestic and international coordination and enhance data management and accessibility. It would establish an Interagency Ocean Exploration Committee to promote exploration and monitoring of the oceans. The BLUE GLOBE Act would accelerate ocean data and monitoring innovation by giving new and existing NOAA Cooperative Institutes a stronger focus on technology advancement. It creates a new innovation prize, and tasks the National Academy of Sciences with assessing the potential for an Advanced Research Project Agency–Oceans (ARPA-O). The legislation would launch a new Illegal, Unreported, and Unregulated (IUU) Fishing Tech Force, to coordinate the development of technologies to address IUU fishing. It also looks to indigenous, subsistence, and fishing communities as a source of ocean information.
- **Forage Fish Conservation Act:** Representative Jared Huffman has joined with five other House Members to introduce the Forage Fish Conservation Act. The Forage Fish Conservation Act would require that the impacts on fish populations and the marine ecosystem be considered before allowing harvest on any currently unmanaged forage species, and that predator needs be accounted for in existing management plans for forage fish.
- **Marine Mammal Monitoring Drones:** NOAA Fisheries is currently experimenting with the use of drones to monitor northern fur seal abundance on the Pribilof Islands. The intent of the exercise is to improve monitoring coverage while reducing the overall cost of the surveys (currently 15-22 people are stationed on the Pribilofs for up to 3 weeks every two years).
- **Spill Response:** Senator Dan Sullivan has introduced the Spill Response and Prevention Surety Act. The bill would amend and permanently reauthorize the Oil Spill Liability Trust Fund, which is used to fund the removal of spilled oil and compensate individuals, communities and businesses until a Responsible Party has been identified. The Fund receives a 9 cent-per-barrel tax from oil until a \$7 billion ceiling on the corpus is reached. The legislation would increase the single incident pay-out claim to \$2 billion and create a grant program to upgrade spill response infrastructure. The grant program would also be available to address abandoned or derelict vessels.
- **Coastal Mapping:** The Delegation has introduced bi-partisan legislation – the Digital Coast Act – to require NOAA to digitally map the U.S. shoreline in greater detail and

make available for free that information to the public as well as simplify its use. Current shoreline data sets are sometimes incomplete or out-of-date and difficult to access electronically in a readily understandable format.

- **Puget Sound Orcas:** The Center for Biological Diversity has sued the Trump administration under the Endangered Species Act. The lawsuit alleges that NMFS has mismanaged West Coast salmon fisheries, thereby harming endangered Southern Resident killer whales. The lawsuit is seeking to compel NMFS to assess and reduce the threat to the endangered orcas from salmon fishing off Washington, Oregon and California.

9. Miscellaneous

- **Alaska Ivory:** The Alaska Congressional Delegation has introduced legislation to preempt states from banning walrus ivory, whale bone, and other marine mammal products that are legally harvested and carved by Alaska Natives. The legislation also applies to fossilized ivory products.
- **Federal Courts:** Senators Sullivan and Murkowski have joined with other western state Republican senators to introduce the Judicial Efficiency Improvement Act. The legislation would split the current Ninth Circuit Court of Appeals into two circuits. Alaska, Arizona, Idaho, Montana, Nevada, Oregon, and Washington would be moved under a new Twelfth Circuit. The new circuit would be headquartered in Seattle, Washington, and be served by 14 appellate court judges. California, Hawaii, Guam, and the Mariana Islands would remain under the Ninth Circuit, served by 20 appellate court judges.
- **Native Allotments:** The President signed into law the Alaska Native Veterans Land Allotment Equity Act in March. This legislation has been introduced and promoted by the Alaska Congressional Delegation since Ted Stevens was in office. The bill would allow Alaska Native military veterans or their heirs apply for ANCSA native allotments after they missed their window to apply while serving in the Vietnam War.
- **Child Care:** Senator Dan Sullivan joined with a Senator Amy Klobuchar (D-MN) to introduce the Child Care Workforce and Facilities Act. The bill is designed to promote the expansion of affordable child care in rural communities. It would provide competitive grants to states to support the education, training, or retention of the child care workforce; and building, renovating, or expanding child care facilities in areas with child care shortages.

FYP – Borough Manager’s Report

Hospital Grant: Exceptional news related to the Hospital Grant. I received a phone call from the Department of Commerce, Community & Economic Development (DCCED) on Friday. This department administers the hospital grant we have from the State. I was advised Friday that the department has been in contact with Senator Stedman’s office and they have determined an internal amendment to the grant is all that is needed for all of our hospital transaction attorney fees to be eligible for reimbursement. An amendment to the grant through the Legislature’s Capital Budget will not be necessary. YIPPEE!!! We need to thank Senator Stedman’s office – particularly Randy Ruaro, his Chief of Staff; and our state lobbyist Ray Matiashowski for all of their hard work on this.

Secure Rural Schools (SRS): More good news here. For FY19 we budgeted \$832,105 for SRS revenue. The amount we actually received this past week was \$925,412.

Ozone Generator Loan Forgiveness: In 2017, prior to my arrival, the Borough was awarded an ADEC loan to help purchase a new ozone system for the water treatment plant. We received notice that 75% of the loan will be forgiven. Please see all the details in the Capital Facilities Report from Amber in the Assembly packet.

AMHS Service Update: I did not see the announcement, but Southeast Conference Director Robert Venables sent an email to the SEC board this morning advising us the Governor announced the AMHS will not be shutting down in October. That is great news. However, there will be service and schedule changes, the outcome of which is still unknown.

Public Safety Building Project Bid: Not good news on this topic. Bids were due on April 23rd. Only one bid was received on the project from Wolverine Supply, Inc. out of Anchorage. The bid was \$990,000. We have only \$540,000 budgeted for the project. We had no choice but to reject the bid. Read more about this also in the Capital Facilities Report. Amber has reached out to Wolverine to try to determine why the Engineer’s Estimate was so far off the mark. Once we have some additional information we will report to the Assembly. We will need to determine a Plan B to move forward with at least a portion of the project.

Airport Generator: I floated the idea to Senator Stedman’s Chief of Staff about the possibility of our new mobile generator being used as the back-up generator for the airport...and that perhaps making a small investment in our project could save the State (ADOT) considerable money. I am just finishing a summary paper on this idea to get to the Senator’s office. We will see where it goes.

Mill Property: Very weird news here. The Mill Property has been listed for sale by a local real estate agent. This is completely unexpected as we have been in discussions with a Seattle-based real estate agent working with Mrs. Buhler as recently as last week and had a update to give you. I will have a new update for you in Executive Session following Tuesday’s regular meeting.

Power Generation Solution Project: I have received a draft of the Acquisition Agreement from our attorney. I am reviewing that for any necessary changes, as is the Nome attorney. We may schedule a special meeting ahead of or following one of the upcoming budget work sessions to make sure the Assembly has approved the agreement prior to staff heading to Nome to begin prepping the generators for shipping.

Generator Air Quality Permits: About two weeks ago a delegation from Ketchikan met with the ADEC Commissioner, EPA representatives (by phone) and a liaison from the Governor's office to discuss the emergent need of assistance with amendments to Ketchikan's air quality permit due to the significant diesel run required by lack of hydro water due to our drought. To make a long story short, the Administration and the ADEC Commissioner is committed to helping Ketchikan work through official process to ensure they are able to continue running diesels uninterrupted. The Ketchikan Mayor called Mayor Prysunka to tell him about the meeting and the Ray Matiashowski, our state lobbyist (also Ketchikan's lobbyist) followed up with me. I am in the process of drafting a letter to ADEC, jumping on the band wagon if you will, to follow up on what Wrangell's needs may be if the drought conditions continue. Our permit structure is different than Ketchikan's, but given the output we have had so far, at similar diesel run levels, Wrangell is has only 2-3 weeks of run time left before we reach our air quality permit levels. Will keep you posted on this situation.

SEAPA Diesel Run Reimbursement: You may have already read about this in the newspaper, but SEAPA has delayed the reimbursement temporarily while they work with their auditor to determine the appropriate way for the payments to be made. Additionally, SEAPA is proposing to only reimburse Wrangell and Petersburg for direct overtime wages, not the fully loaded rate including benefits, etc. At the next board meeting where this item is addressed, I will be raising this issue, and to request reimbursement for oil as well.

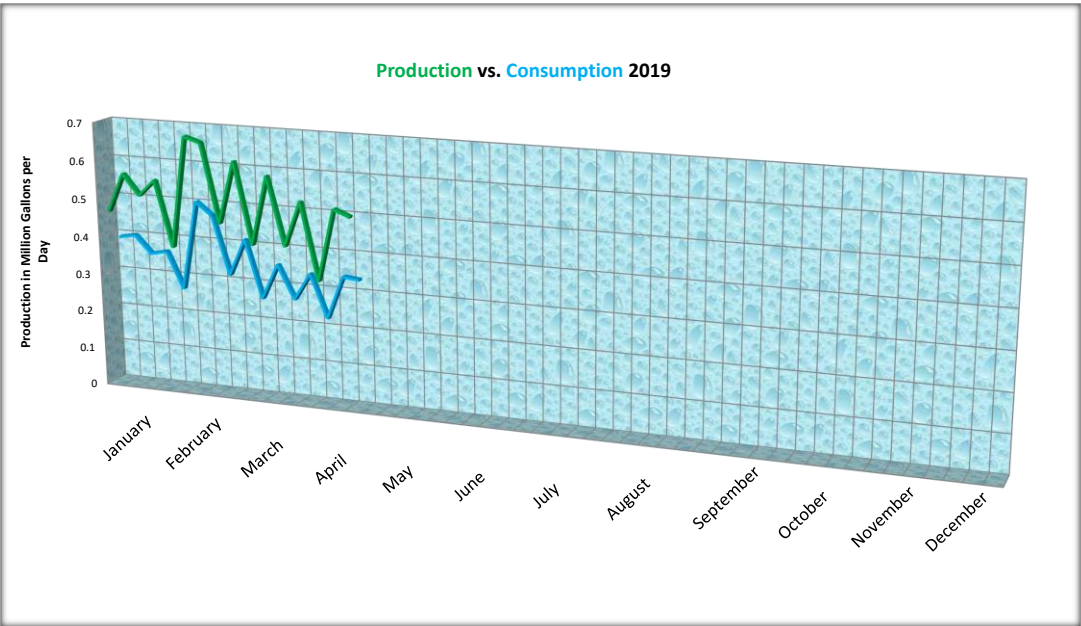
WMC Construction Local Hire Efforts: Attached is a summary from SEARHC regarding local hire efforts related to construction of the new hospital. We thank them for their efforts to hire local.

Library Activity Update: On April 18th the Library hosted a Medicare presentation and it had a good turnout. There were lots of questions asked and it was nice to have someone here that could answer them. Also, the 25th was the last story time until the Fall. A couple of pictures are attached. The Library also hosted a little Easter egg hunt last week and the kids and loved it. The staff are now gearing up for the Summer Reading Program which will begin on June 1st. The Library has received a couple more donations for the newspaper digitizing project. Those will be coming to the Assembly for acceptance via resolution at an upcoming meeting. And, the Library was able to find free web hosting (archive.org).

That's all for now. Stay tuned for the budget and the budget work session schedule coming very soon.

Lisa Von Bargaen,
Borough Manager

Year		2019
Week	Production	Consumption
1	0.466	0.388
2	0.568	0.396
3	0.514	0.35
4	0.557	0.359
5	0.384	0.263
6	0.677	0.499
7	0.663	0.465
8	0.457	0.312
9	0.622	0.41
10	0.408	0.257
11	0.591	0.351
12	0.412	0.263
13	0.531	0.335
14	0.329	0.221
15	0.519	0.335
16	0.502	0.33
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Water Update as of Monday, April 29, 2019

Last week the water plant produced 3,582,000 gallons for a daily average of 511,714 gallons at an average flow of 355 gpm.

Community consumption added to a total of 2,377,427 gallons for a daily average of 339,632 gallons at an average flow rate of 236 gpm.

During this time frame, roughing filters were flushed five times, and two main filters were plunged.

Current community flows are a total of (high pressure flow) 264 gpm, with the low pressure component being 193 gpm, or most of the total demand at this time (11:07 am).

Both reservoirs are currently overflowing a small amount, and the last measurements taken within both dams remain well within historic levels, and the seepage in the monitoring wells has not changed any appreciable amount up or down.

The filter maintenance for this week is expected to mirror last week.

Thanks

Wayne

March 2019 Travel Report

Name	Position	Purpose	Location	Dates	Transportation	Accommodations	Per Diem	Registration	Other	Total
Carol Rushmore Lee	Economic Development Director	DMA West - Tech Summit	Albuquerque, NM	Mar 19-24, 2019	\$ 1,079.13	\$ 631.15	\$200.00	\$-	\$ 345.00	\$ 2,255.28
Burgess	Finance Director	Budget Preparation	Wrangell, AK	Mar 26-Apr 4, 2019	\$ 11.20	\$ -	\$ -	\$-	\$ -	\$ 11.20

PUBLIC WORKS REPORT

WATER

A water main break was discovered at 3.5 mile Zimovia Highway on the evening of Saturday April 13th by Wayne McHolland. Not appearing to be a major leak, (only 60 gpm) the decision was made to start on it in the morning. The crew started digging around 9:00 am, located the hole, patched and were back at the shop around 3:00 pm. The new vac truck did in 30 minutes, what it would have taken two men, two hours to do with shovels. An amazing machine!

GARAGE

PW has recently hired David Bryner as the new Lead Mechanic. Also, Lorne Cook has come aboard as the new Mechanic. Lorne will be heading to training in early May to learn how to work on some of the Borough's fire apparatus. He will be training on pump systems and repair. A poly welding course is included with the training for free.

STREETS

The Streets crew has been out patching holes in some of the gravel roads. The wet weather is proving to be a challenge. More work will happen when the roads dry out enough to fix them correctly.

SANITATION

The Sanitation crew continues to clean up and organize the Solid Waste Transfer Station. They are preparing to construct a roof over the two, 20' container vans, to provide more dry storage for household chemicals and other miscellaneous materials. This small project should come in far under the amount originally budgeted.

WASTEWATER

No report.

CEMETERY

No report.

City and Borough of Wrangell

Capital Facilities Department Report

April 30, 2019

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

- **Public Safety Building Siding and Roofing Renovations**

Competitive construction bids for the Public Safety Building Siding and Roofing Renovations project were due on April 23, 2019. A total of one bid was received, by Wolverine Supply, Inc., in the amount of \$997,000, which is 54% higher than the engineer's estimate. Because the bid exceeds the current project funding of \$540,000, staff have recommended to the Borough Manager that the bid from Wolverine Supply, Inc. be rejected, as the fiscal impacts cannot be sustained at this time. Further, WMC 5.10.040, C. indicates that "All bids in excess of 10 percent of the engineer's estimate shall be rejected."

Staff are working to identify discrepancies between the cost estimate and the bid costs as a means of reevaluating the project and returning with a report and recommendation for the project.

- **Shoemaker Bay Harbor Replacement**

Additional floats on headwalks C and D have been installed and piles driven, which has allowed the subcontractors to begin their utility work on the floats, in addition to their uplands utility work. Also, the recent setting of the gangway has aided the electricians in beginning installation of electrical conduit underneath the gangway and carrying on through the electrical trays underneath the floats. Subcontractors have also begun installation of the water and fire pedestals, water distribution lines and electrical pedestals and powerheads.

May 17th is the scheduled substantial completion date for headwalks C and D, which was identified as a comfortable date by which the Harbor Department would need to begin returning larger vessels to Shoemaker Harbor, in order to make available the transient mooring space for the cruise and yacht traffic. The Contractor's scheduled has slipped and they will likely not be 100% complete with the utilities on floats C and D by the scheduled date. If the CBW is able to relocate boats to floats C and D and allow for pedestrian access to those boats, impacts to the CBW will be reduced. The Contractor

and Subcontractors are accelerating their schedules and doing what they can to accommodate the CBW's needs in light of the floats' delivery delays.



- **Ozone Generator Replacement**

The Ozone Generator Replacement project was completed in 2017 with assistance from an ADEC loan to cover the cost of the new generator and its installation and implementation with existing control systems.

With the initiation of loan issuance following project closure, ADEC has provided the CBW a project subsidy at 75% of funds dispersed, not to exceed \$242,000. With a 75% loan principal forgiveness on our final project cost of \$228,964.27, this leaves the CBW's final outlay for project at approximately \$57,000.

The CBW is very grateful to and thanks the ADEC for the funding subsidy for disadvantaged community assistance. This loan forgiveness reduces the amount of water reserves required to cover the cost of the equipment replacement project.

- **Water Mains Replacement**

The CBW recently requested a time extension related to the ADEC grant funding for the Water Mains Replacement project.

The requested grant extension was necessary due to the City and Borough of Wrangell's receipt of the grant agreement later than anticipated, as well as over a year's time delay in ADEC's completion of the Financial Capacity Analysis for the project's accompanying ADEC loan. Having received the grant and loan agreements, respectively in February 2018 and August 2018, we attempted to expedite the project ahead of the Evergreen Avenue asphalt paving project that took place in September 2018; however, there was not time to coordinate this effort with the asphalt Contractor.

With the SEARHC hospital replacement project just beginning and their project schedule reflecting the asphalt paving occurring at the end of the 2020 construction season, it

would benefit the project, to be able to schedule its asphalt road repairs in close proximity of time to the hospital project's paving schedule.

On April 17, 2019, ADEC issued a grant extension for the project, extending the project term from June 30, 2019 to December 30, 2020 and final closeout by February 15, 2021. No changes were made to the project description or the project grant amount.

The next step in project development is to draft an engineering design solicitation for competitive engineering selection.

- **Water Treatment Plant Improvements – EDA Funding**

Staff were contacted by EDA on April 18th for information requested by their Regional Council in order to determine compliance with their legal requirements. They requested a copy of USDA's Letter of Conditions for the funding provided by USDA. They also requested evidence from USDA that they have no objections to the current arrangement of EDA funding part of the overall project described in the Preliminary Engineering Report and the USDA loan scheduled to be used as our match towards the EDA grant. This is EDA's second request and the CBW's second transmittal of the need for a parity agreement. USDA's response letter serves as a no objection to the current EDA funding for the project and indicates that no parity agreement is necessary since the two federal agencies, EDA and USDA, will be using different types of security for their respective interests in the project.

There was no indication when EDA's Regional Council will finalize their compliance review, but all indications point to their continued work reviewing our project/application, to allow them to confirm compliance for final approval.

- **DOT's Bennett Street Reconstruction (DOT-owned and managed)**

DOT held a preconstruction meeting with SECON, their Contractor for the Bennett Street Reconstruction project, and CBW staff were invited to attend by teleconference.

SECON's construction schedule reflects a construction start date of May 10th, with the removal of curb, gutter, and sidewalk, as well as storm drains/structures scheduled for replacement, to be able to return pedestrian access via the new sidewalks as soon as possible. The roadwork will follow sidewalks, and finished grades for the project are generally the same as existing. SECON will be starting construction at the Beginning of Project (BOP), which is the Zimovia Highway side of the project.

Coordination discussion was had regarding Dawson Construction's hospital project's truck traffic through the DOT project site, as well as advance notice to the WMC, allowing them to plan staff and patron Bennett Street parking relocation.

CITY & BOROUGH OF WRANGELL, ALASKA

CLERK'S FILE

SUBMITTED BY:

Kim Lane, Borough Clerk

Upcoming Meeting/Informational dates:

- 5-1** Statutory required date for School Budget to be submitted to CBW
- 5-4** **TAX FREE DAY!**
- 5-1 & 2** **Budget Work Session: Overview, Revenues & Department Budgets** to be held at 5:30pm in the Assembly Chambers
- 5-6** **Board of Equalization (BOE) Meeting** to be held @ 6:00pm in the Assembly Chambers
- 5-7** **Work Session: School Board, Assembly & Staff** to be held at 5:30pm in the Assembly Chambers
- 5-8 & 9** **Budget Work Session: Department Budgets** to be held at 5:30pm in the Assembly Chambers
- 5-14** **Regular Assembly meeting** to be held at 7:00pm in the Assembly Chambers
- 5-15 & 16** **Budget Work Session: Department Budgets, CIP/MM, Vehicles/Equipment** to be held at 5:30pm in the Assembly Chambers
- 5-27** **Memorial Day** – City Hall offices are closed.
- 5-28** **Regular Assembly meeting & Official Budget Public Hearing** at 7:00pm in the Assembly Chambers

SEAPA Board Meeting (Regular) is scheduled for June 19-20, 2019 in WRANGELL

ETOLIN AVENUE LOTS FOR SALE

The bid opening for the Etolin City Lots was held on Friday, April 12th. We received one bid for Lot A (\$38,278.00).

We did not receive any bids on Lots B or C. The Assembly approved Resolution No. 03-19-1444 back on March 12th that allowed for the unsold lots to be offered for sale over-the-counter starting on April 15th at noon.

Lot C was sold on April 15th for the Minimum Bid Value of \$32,400.

Lot B is still available for sale over-the-counter for \$32,600.



Two TAKE-BACK Motions!

When a member asks to “reconsider something,” the Mayor should help the member determine which of the two motions is best:

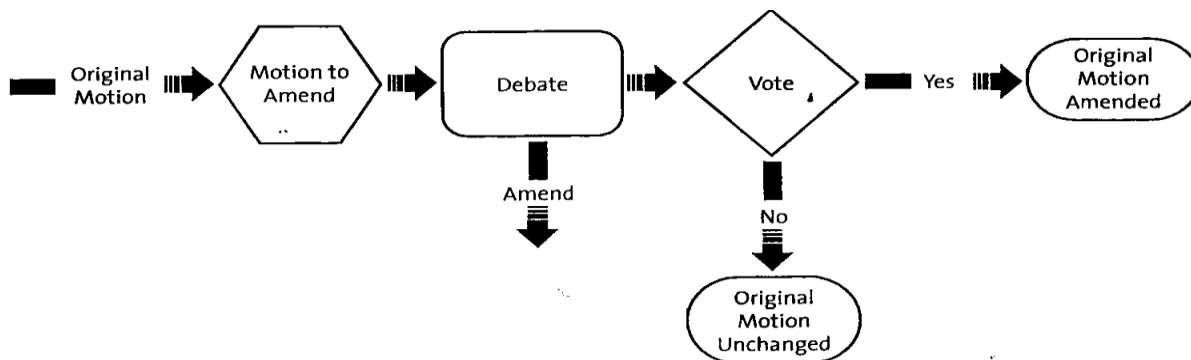
- “amend something previously adopted”; or
- “reconsider”.

Let’s address “**amend something previously adopted**” first!

This motion allows the group to change something it did previously. This motion:

- Requires a Second,
- Can be debated, and
- Can be amended; and
- Requires 2/3 vote (which is 5) if taken up at the same meeting

How does the motion to “**amend something previously**” look?



Also, this motion does not require that the person making the motion be on the prevailing side!

Okay, let’s look at how to “**reconsider**” something. When you reconsider something, you take it up again as if it had never been decided. The slate is wiped clean and debate begins where you left off, just before the vote was taken. Confusion sometimes results when members suggest “we should reconsider this” but what they mean is “we should think about it and maybe change our minds.” The word “reconsider” has a specific parliamentary meaning and requires certain conditions.

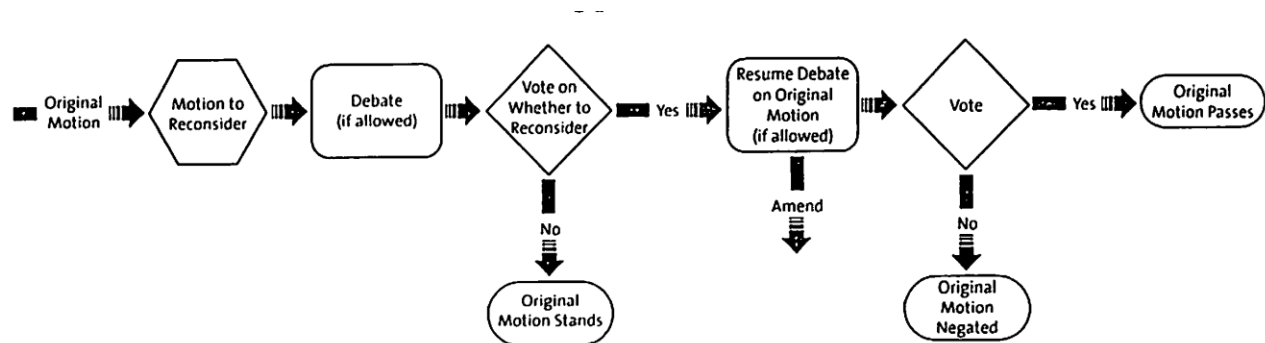
- Requires a second,
- Can be debated if the original motion was debatable,
- Cannot be amended, and
- Requires a majority of the Assembly to pass.

According to Robert's Rules this motion has two additional peculiarities:

1. It can be moved only on the same day or the next day.
2. **It must be moved by someone who voted with the prevailing side, the majority.**

The seconder of the motion to reconsider does not need to have voted with the prevailing side.

How does the motion to “**reconsider**” look?



It is important to recognize that this motion, if it passes, will involve two steps:

1. Voting on the question of whether to reconsider.
2. Debating, amending and voting on the motion at issue (if debatable and amendable).

NOTE that under Robert's Rules, a motion that is defeated may ordinarily be introduced again or “renewed” at a future meeting.

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH ASSEMBLY PUBLIC HEARING AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	12a

PROPOSED ORDINANCE No. 961 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND SECTION 15.12.050, METER DEPOSITS IN CHAPTER 15.12 OF THE WRANGELL MUNICIPAL CODE *(second reading)*

SUBMITTED BY:

Kim Lane, Borough Clerk & Lisa Von Bargaen,
Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

FY19 \$XXX	
------------	--

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
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Name(s)	
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Name(s)	
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Ordinance No. 961

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

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

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

RECOMMENDED MOTION AFTER PUBLIC HEARING IS CLOSED:

Move to approve Ordinance No. 961, as amended.

SUMMARY STATEMENT:

Updated from the April 9th Assembly Meeting:

At the April 9th meeting Assembly member Gilbert had some questions about the ability to change the code, which would in turn change a contractual agreement between the CBW and the utility account holder. Assembly member Gilbert followed up with a very detailed email of her concerns which were forwarded to the Attorney. Both of the emails are attached for reference. In short, Any change to the code that amends provisions in the utility contract between the CBW and the account holder may only go into effect for new account holders after the effective date of the resolution. This will discontinue any further interest liability for the borough on new accounts. In order to lessen the liability on existing accounts the CBW staff needs to go through the list and determine who has been current for 12 months and refund the deposits, along with any accrued interest. Those account holders who have not been current for twelve months will continue to have their deposit held, and interest will accrue. Shane Levesque (one of our attorneys) did add a severability clause to the ordinance that essentially says if one part of the ordinance is found to be invalid, the rest of the ordinance remains in full force and effect. This new clause does not materially impact the original content of the proposed ordinance, so an additional (third) reading of the ordinance is not necessary. His additions to the ordinance are in blue. There are two small numerical/typographic changes I made which are in red.

The rest of the agenda statement remains unchanged from the April 9th meeting.

During the internal staff budget meeting with the Electric Department a discussion ensued about a budget line item titled: Meter Interest Refund. Long ago, in an alternate Wrangell universe, the policy was developed to pay electric customers 5% interest (annually) on their electric meter deposits. WHAT?! The CBW cannot even earn that amount on the deposits. Residential electrical customers are required to submit a \$100 deposit; and commercial a \$200 deposit. Below is the text from the current code section regarding

Persons who make deposits for property they own will be refunded after one year or 12 consecutive months of good credit. All other customers' deposits will be refunded less any amount due the borough for service, when service is discontinued. Deposits shall bear simple interest at five percent per year but shall not apply to any part of less than a full month, said interest credit or payment to be given no less frequently than semiannually.

The current liability to the City for interest on the deposits is just over \$22,000 and growing annually. The code says the deposit will be refunded after 12 consecutive months of good credit. This means people have to pay their bill timely for 12 months in a row. Many are not able to do this, and many other apparently just leave the deposit in place. Why wouldn't you if you could earn 5% on your money. Another concerning issue that utility staff have seen is people "skipping" town on their last electric bill if the deposit has been refunded prior to account closure.

Administration is requesting to make two changes to this code provision. The first is to require a deposit which is refunded upon closure of the account. The second change is to completely eliminate interest payments on the deposits. To that end the attached ordinance provides new language for WMC Section 15.12.050 for consideration by the Assembly. If this ordinance passes second reading by the Assembly, a budget amendment will be brought forward to pay off the

accrued interest to date. Although not specifically provided for in the code, apparently the Borough has also been accruing interest on water deposits. This is included in the total obligation amount of just over \$22,000.

Second, while changes to this Title of the WMC are being contemplated, the Public Works Director has asked for the Assembly to consider an increase to the water turn on/turn off fee of \$35. The current fee is expected to cover everything from new service turn on, turn on/turn off charge, disconnect service charge, reconnect service charge, delinquent account disconnect service charge, and the minimum meter testing fee. \$50.82 is the average hourly bill out rate for a Streets Department employee. Typically a scheduled water service turn on/ turn off takes ½ hour, for one man and a truck. Raising the minimum turn on/ turn off charge from \$35.00 to \$50.00 would help cover these costs.

This ordinance reflects the requested change to this water fee throughout the water code for consideration by the Assembly.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 961

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, AMENDING
CERTAIN SECTIONS IN CHAPTER 15.04, WATER, AND
SECTION 15.12.050, METER DEPOSITS IN CHAPTER 15.12
OF THE WRANGELL MUNICIPAL CODE

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

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

SEC. 1. Action. The purpose of this ordinance is to amend certain sections of Chapter 15.04, Water, of the Wrangell Municipal Code and Section 15.12.050, Meter Deposits, in Chapter 15.12.

SEC. 23. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 32. Amendment. Sections in Chapter 15.04 Water, of the Wrangell Municipal Code are amended to read:

15.04.420 Service turnoff for delinquent accounts – Charges.

In all instances where water has been turned off because of account delinquency, a minimum [~~\$35.00~~]\$50.00 disconnect service charge shall be imposed; a minimum reconnect service charge of [~~\$35.00~~]\$50.00 shall be made for the restoration of service, in which case replacement of the cash deposit, as stated in this chapter, will be required.

15.04.450 Meter accuracy – Testing upon customer request.

A customer may, giving not less than seven days' notice, request the borough to test the meter serving his premises. The borough will require the customer to deposit the testing fee. This fee shall be [~~\$35.00~~]\$50.00 for meters one inch and smaller and for meters larger than one inch shall be an estimate of the cost of testing the meter as determined by the public works director. The deposit will be returned to the customer if the test reveals the meter to over register more than five percent under conditions of normal operation. If the meter is operating satisfactorily or if the

meter under registers more than five percent under the standard test conditions, the deposit shall be forfeited to the borough. Customers may, at their option, witness any meter tests which they request.

15.04.545 Turn-on and turn-off fee.

Except for the initial turn-on that occurs when a property is connected to the municipal water system for the first time, each customer or applicant for service shall pay all costs for turning on or turning off the water service to the property, whether the turn-on or turn-off is due to the customer's or applicant's request, nonpayment, interruption due to unsafe facilities, water waste, fraud, abuse, or noncompliance with any of the provisions of this chapter. The fee shall be computed at actual costs to the borough for labor, materials, and equipment, plus 15 percent overhead, with a minimum charge of [~~\$35.00~~]\$50.00, and the actual call-out labor cost, plus 15 percent for responses after business hours.

15.04.550 Unauthorized turning on or off of service.

A. It is a violation for any person, not specifically authorized to do so, to turn the water service on or to turn it off at the municipal valve.

B. Where water service has been discontinued for any reason and the water is turned on by the customer or other unauthorized person, the water may then be shut off at the main, the meter removed, or other preventative measures put into place. The charges for instituting these measures shall be computed at actual cost to the borough plus 15 percent overhead, but not less than [~~\$35.00~~] \$50.00. These charges shall be billed to the offending customer and water shall not be furnished to the premises until such charges are paid and the borough has reasonable assurances that the violation will not recur, at which time the offending customer will be billed any costs associated with re-establishing service plus 15 percent overhead, but not less than [~~\$35.00~~] \$50.00, and the actual call-out labor cost, plus 15 percent for responses after business hours.

SEC. 43. Amendment. Section 15.12.050, Meter Deposits, of the Wrangell Municipal Code is amended to read:

15.12.050 Meter deposits.

All customers requesting new electrical service shall be required to establish an account with the borough and make a deposit in the following amount before service is rendered:

Commercial: \$200.00.

SEC. 54. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

PASSED IN FIRST READING: April 9, 2019

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Kim Lane

From: Lisa Von Bargaen <lvonbargaen@wrangell.com>
Sent: Wednesday, April 10, 2019 5:40 PM
To: 'Patty Gilbert'; 'Kim Lane'; stevep@wrangell.com
Subject: RE: Legal question on Ordinance 961 15.12.050 Meter Deposits

Hi Patty,
You bring up very valid points. I did not even think to check language on our existing utility contracts. I will do that and speak to the attorney about what we can do. Thank you for bringing this up. Lisa

-----Original Message-----

From: Patty Gilbert [mailto:pattyg@wrangell.com]
Sent: Wednesday, April 10, 2019 12:04 PM
To: lvonbargaen@wrangell.com; Kim Lane <clerk@wrangell.com>; stevep@wrangell.com
Subject: Legal question on Ordinance 961 15.12.050 Meter Deposits

After the Assembly meeting, I recalled completing an application for utility services when I purchased my home. That application states the applicant will ...abide by the terms & conditions as prescribed by the Municipal Ordinance & Utility Tariff for all present & future utility service. Acceptance of the application by the municipality of Wrangell constitutes a contract between the municipality & applicant.

Ordinance 961 (15.12.050) will change the original terms and conditions of the contract as it eliminates the agreed to (by ordinance in effect at the time the citizen enters into the contract with CBW) 5 % interest rate rebate on the meter deposit. I don't think this ordinance will solve the problem of eliminating the interest obligation in the future, an obligation we established when we accepted the citizens application/contract. I don't think we can modify the terms and conditions of an existing contract without both parties consenting to the changes.

The \$22,000/\$23,000 value mentioned was the current amount of interest owed for both electrical meters (15.12.050) and apparently water meters. I don't think we can only remit the interest earned and continue to retain the original deposit; I think we must remit both the original deposit (less any amount owed) and the interest accrued to release us from the interest bearing deposit account we established when we entered into a contract with the rate payer. Obviously this would increase the total owed above the \$22k/\$23k estimated amount. We remove the deposit, we remove the promise of interest. The original code also states the deposit will be refunded after one year of good credit.

I am concerned about the amount of funds this will require and I like the idea of retaining a deposit until discontinuance of service. Since we are revising this meter deposit section, we might consider retaining deposits for the life of the service.

Doesn't the ordinance(s) (terms & conditions) in effect at the time of signing a contract remain with the contract? The Utility Application does not contain any "subject to changes..." clause. I think we need to eliminate the 5% interest rate; pay off one year and older non delinquent electric deposits and interest earned; perhaps retain the interest we socked away on the water deposits? ; and rewrite the meter deposit section to retain the deposit until service discontinuance for future customers.

Let me know if my concerns about modifying existing contracts are unfounded.

Patty

Sent from my iPad

Lisa Von Bargaen

From: Shane Levesque <shane@levesquelawgroup.com>
Sent: Tuesday, April 23, 2019 4:11 PM
To: Kim Lane
Cc: Lisa Von Bargaen; Lee Burgess
Subject: Proposed Ordinance 961
Attachments: 2019-04-23 CBW Ordinance No. 961 REVISED.docx; Untitled attachment 00096.htm

Lisa, Kim and Lee:

WMC 15.12.050 currently mandates that new subscribers to the Borough's electric utility must make a "meter deposit". It further provides:

Persons who make deposits for property they own will be refunded after one year or 12 consecutive months of good credit. All other customers' deposits will be refunded less any amount due the borough for service, when service is discontinued. Deposits shall bear simple interest at five percent per year but shall not apply to any part of less than a full month, said interest credit or payment to be given no less frequently than semiannually.

Provisions such as these are common among municipalities that operate electric utilities. The deposits are used as security to offset the financial burden that results from the nonpayment of subscription charges. In addition, the "good credit" refund provision serves to incentivize subscribers to establish reliable payment practices. Finally, the interest on deposits promotes the public trust by ensuring that customers are not deprived of the financial benefits they might otherwise enjoy if they were able to invest their money, rather than place it into the Borough's custody.

Proposed Ordinance 961, if adopted in its current form, would among other things amend WMC 15.12.050 to remove the "good credit" refund provision, as well as the 5% interest rate on deposits held by the Borough. I have reviewed the proposed ordinance and have added a standard severability clause to ensure that, should any portion of the ordinance be found to be invalid, all other portions will remain legally enforceable. I have attached a revised version for your review and use.

It is important to note that such changes would apply only to those who initiate new service with the Borough electric utility after the ordinance's effective date. As the Borough explains on its Utility Application, its acceptance of a completed application "constitutes a contract between the Municipality & applicant[,]" the terms of which are made up "by the Municipal Ordinance & utility tariff...." It appears that there is no provision of Borough ordinance, the utility tariff, or the Application authorizes the Borough to unilaterally amend or otherwise modify its existing contracts with subscribers. As a consequence, eligible subscribers with existing contracts have a vested right to receive not only a refund of their meter deposits upon 12 months of good credit, but also the 5% interest that has compounded since the date of deposit, regardless of whether the refund occurs prior to or after the amendment's effective date.

Finally, it appears that current subscribers are eligible for a refund of meter deposits, as well as the amounts of accrued interest when they: (1) have any ownership interest in the real property served by the electric utility; and, (2) make on-time payments for 12 consecutive months. It is my understanding that the Borough has previously interpreted the term "property" as it is used in WMC 15.12.050 to mean the electrical meter itself.

While significant deference is afforded to a municipality's interpretation of its own ordinances, it seems unlikely that the Borough intended for "property" to mean the electrical meter in this instance. In Alaska, ordinances are interpreted according to their plain meaning, and so as to give effect to each provision. Here, interpreting the term "property" to mean the electrical meters would effectively invalidate the "good credit" refund provision entirely, since all electrical meters are City-owned. Stated otherwise: Because subscribers can never own the electrical meters, no individual would ever qualify for a "good credit" refund, which would render the provision without any legal effect. Therefore, the law presumes that such an interpretation is incorrect.

I hope that this has been helpful. As always, please don't hesitate to contact me should you have any further questions, or if I can assist you further with this or any other matter.

-Shane

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	13d

Approval of Late File Senior Tax Exemption: John and Michael Bania

SUBMITTED BY:

Aleisha Mollen, Accounting Generalist
Lee Burgess, Finance Director

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

FY19 N/A

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

N/A

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
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Name(s)	
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Name(s)	
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. 2019 Senior Citizen & Disabled Veteran Tax Exemption Application - Bania

RECOMMENDATION MOTION:

Move to approve Late File Senior Tax Exemption for John and Michael Bania.

SUMMARY STATEMENT:

Per Wrangell Municipal Code 5.04.040 (D), applications for 2019 Senior Citizen and Disabled Veteran Exemptions were due by the close of business on March 1st. However, it also states that "The assembly, for good cause shown, may waive the claimant's failure to make timely application for exemption for that year and authorize the finance director to accept the application as if timely filed. To be considered by the assembly, a request to waive the claimant's failure to make timely application for exemption must be in writing and filed no later than April 15th of the assessment

year for which the exemption is sought.” Attached is the only 2019 Senior Exemption Application received after the deadline, but before April 15th.

The late-file application for consideration was received from John and Michael Bania.

John & Michael Bania are asking for a transfer of their exemption. John and Michael sold their current house in Wrangell after the March 1st deadline and have purchased a new home in Wrangell. As the value of the home is assessed on January 1st, the exemption is granted as of January 1st as well. For homes sold after that date or for exempt homeowners who pass away, the exemption for that tax year remains in place and would be removed for the next tax year. Since the exemption was granted as of January 1st and sent out on the Assessment Notice on March 20th for the old house, it will remain with it for 2019 and the Banias are asking for the Assembly to approve the new exemption for their new home for 2019. Incidentally, the new owners of the old home are eligible for a senior exemption as well and have filled out paperwork for 2020.

March 26, 2019

John and Michael Bania
1.9 Mile Zimovia Highway
Wrangell, Alaska 99929

Mayor Prysunka & Borough Assembly Members
Wrangell City Hall
Wrangell, Alaska 99929

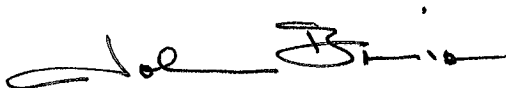
Dear Mayor Prysunka and Borough Assembly Members:

We recently sold our home at 1.9 Mile Zimovia Highway and we are purchasing another home at 5.1 Mile Zimovia Highway (The former Rang residence) and would like your approval to transfer our senior tax exemption to that property.

We were informed today by a city hall employee that a formal request for this transfer was required.

We appreciate your help in this matter. Thank you in advance.

Sincerely,



John Bania

907-978-3369



Michael Bania

907-978-7717

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

AGENDA ITEM TITLE:

DATE:

April 30, 2019

Agenda NO.

13e

Discussion Item: 2019 Water Management Strategy

SUBMITTED BY:

Rolland Howell, Public Works Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$

FY 20: \$

FY21: \$

Amount Budgeted:

FY19 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

☐

Commission, Board or Committee

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. Current Water Shortage Management Plan, adopted 4-11-2017.

RECOMMENDATION MOTION:

None. Discussion Item Only.

SUMMARY STATEMENT:

Logic for Water Management changes:

There are many variables related to the number of filters that have to be cleaned per month. The biggest ones are water quality and community demand.

It is possible to get long filter runs with dirty water if the demand is light. Conversely, it is possible to get real short filter runs even with clean water if demand is or remains continuously high. Generally, it is a combination of these two factors that work against the plant to shorten filter runs and increase filter maintenance.

It is this increased maintenance that ultimately leads to a loss of reservoir and / or treated water supply.

The reason for the loss of treated water (lower tank levels) is because of the downtime involved in filter maintenance. The loss occurs because we are only able to supply the community with the effluent of three filters, or about 750 gpm for the duration of the time it takes to perform filter maintenance. This time frame can be upwards of an entire work day. A 250 gpm loss for a minimum eight-hour work day equals a loss of 120,000 gallons of production. This is equal to 4.5 feet of tank water (both tanks). In times of low flow, this loss is a non-issue. However; when average community demand rises to our max production level of 1000 gpm (sometimes higher), and is sustained, it is hard to recover from. This is compounded when source water is of poor quality, as it brings about more frequent filter maintenance, and thus more lost production. While it is possible to feed the remaining three filters the full 1000 gpm, this exceeds their design capacity (a violation), thus making them less likely to produce safe drinking water. Exceeding the filter load design also serves to clog them up faster causing even more filter maintenance, and thus more lost production.

Source water loss is simply a result of little to no re-charge, from high community demand, or frequent filter maintenance.

A lot of the loss (treated and supply) from filter maintenance will be curbed as long as we have the time to recover the water in a filter. At some point the time required to do so will far exceed the benefit due to time constraints because of high community demand. Unfortunately it is at this time that it will be faster to capture what we can, and waste the rest for the sake of keeping up.

Below is a summary of the last 15 months of reservoir levels along with filter cleaning frequency and average daily flows. A cursory glance should readily show the effects of lower reservoir levels and higher flows on filter maintenance. This should help bolster the need for a more proactive water shortage management plan.

2018:

January: Upper Res low entire month. Maintenance on 11 filters (three per week last two weeks). Average daily flow 982,000 gallons.

February: Upper Res low entire month. Maintenance on 12 filters (three per week). Average daily flow 1,100,000 gallons.

March: Upper Res low entire month. Maintenance on 14 filters (three for two weeks, four for two weeks). Average daily flow 750,000 gallons.

April: Upper Res low entire month. Maintenance on 10 filters (Three per week first two weeks). Average daily flow 646,000 gallons.

May: Upper Res full and overflowing. Maintenance on 6 filters. Average daily flow 567,000 gallons.

June: Upper Res low last half of the month. Maintenance on 8 filters. Average daily flow 645,000 gallons.

July: Upper Res low 3 weeks of month. Maintenance on 9 filters. Average daily flow 833,000 gallons.

August: Upper Res data lost to computer change out. Maintenance on 9 filters. Average daily flow 715,000 gallons.

September: Upper Res full all month. Maintenance on 8 filters. Average daily flow 632,000 gallons.

October: Upper Res full all month. Maintenance on 9 filters. Average daily flow 588,000 gallons.

November: Upper Res full all month. Maintenance on 9 filters. Average flow 499,000 gallons.

December: Upper Res full all month. Maintenance on 8 filters. Average daily flow 527,000 gallons.

2019

January: Upper Res full all month. Maintenance on 5 filters. Average daily flow 555,000 gallons.

February: Upper Res low for last 3 weeks. Maintenance on 4 filters: two filters for the first three weeks, increasing to 2 the last week. Average daily flow 664,000 gallons.

March: Upper Res low first 3 weeks. Maintenance on 9 filters. Average daily flow 565,000 gallons.

Below are some explanations as to why we are looking at changing the Water Shortage Management Plan. This should help understand how the available water supply, and demand for water affects how much, and how fast we can produce clean water.

What follows are the main considerations for water plant production. These are the important issues that dictate how we operate at the plant, by that I mean how we handle filter maintenance. The single most important factors are:

- 1) Time is the single most important driving factor in water treatment with this plant. The amount of time available to us dictates the method by which we must perform filter maintenance. It can take in excess of a full working day to perform filter maintenance on a filter, during which time we are losing a full quarter of our production. This is 250 gpm / 15,000 gallons per hour. After which, it can take several hours to rebuild water in the filter in question to the point that it contributes to the total available supply to the community. Most of the time this loss of production is a non-issue, as community demand is low enough to keep up with only three filters until the fourth is back online.
- 2) Community demand is second only in that it tends to dictate how much time we can be offline during filter maintenance, which will determine how we do the filter maintenance.
- 3) Source quantity and quality are next in that they directly impact how long filter runs are, and thus the frequency of cleaning. Generally speaking, as long as there is continuous quantity (overflowing reservoirs), the quality is good as there is a constant turn-over of each reservoir which serves to make for uniform water quality. Once the quantity erodes, the quality erodes with it as the water becomes "stale" and the turbidity (dirt) levels increase as mud is exposed in the upper reservoir to be introduced into the water system any time it is disturbed such as the tiniest amount of rain, which, while very much needed, is at these times a major obstacle until the reservoir fills completely.

While the items above are what determines how we have to run the plant they generally combine to reduce our ability to supply a steady volume of water to the community in the most inopportune times such as mid-summer to early fall when peak processing season occurs, and most generally in mid to late winter when the cold, dry weather increases demand similar to that seen on a light summer day, sometimes worse.

What tends to happen is this:

1)The upper reservoir stops overflowing. Whether from no snow pack, or no rain, we then need to drain or siphon water out of it. While we try to keep the siphon away from the bottom, it is necessary to stay as deep as possible to not only effect a siphon, but to get as much water as possible. The drain lines in the dam, while originally off of the bottom, are likely in the bottom after decades of sediment and debris filling the reservoir without removal. Opening these drains tends to pull very dirty water from the bottom of the reservoir.

2)The dirty water we are now attempting to treat rapidly clogs our filters. This greatly decreases filter runs. Greatly decreased filter runs means more frequent filter maintenance. If flows to town are up regardless of time of year, the filter runs are shortened even more.

3)Increased filter maintenance equals more lost production time and thus more lost tank water. At some point if the above conditions remain, we enter a downhill spiral with tank levels that is difficult to recover from.

For what it is worth, staff struggles with how to balance out the needs of the community and the needs of the plant to a perfect harmony.

Snow pack and rain are what keep us alive. Once there is no snow pack, we are relying solely on rain. If no rain we cannot maintain reservoir levels. These two factors should be the most important drivers in deciding whether or not to begin restricting consumption.

Once the upper reservoir ceases to overflow, we are starting on a downhill spiral., and it would be wise to make the community aware of the situation.

After the reservoir ceases to overflow, filter maintenance will increase. Once we commence to three filters a week (generally do two), further adjustments of consumption should be entertained.

When we hit four filters a week, we are in deep trouble.

Tank level recovery is also a serious issue. The inability to recover tank water simply after a day of heavy demand, or after filter maintenance should play heavily in any decision to restrict the community as a whole. If we are unable to recover lost water during the lower flow times (usually at night), we will commence a downhill trend that will be difficult to recover from. The ability to maintain the water level in the tanks is vital for the community in many ways, the most important of which is fire protection. Allowing water tank levels to get too low will jeopardize the ability of the fire department to protect the community in a major fire event. The inability to effect tank recovery is most generally tied to filter maintenance, thus action stemming from increased filter maintenance would be likely to have a direct and positive effect on tank levels.

The Water Department is proposing to amend the Water Management Strategy/Plan. Amendments were made, but not done in track changes so the amendments were clearly visible. What is attached to this agenda statement is the current strategy. Staff will be able to speak to the proposed changes at the meeting. If staff is able to complete the "track changes" version prior to the meeting it will be provided to the Assembly. Otherwise it will be brought back at a subsequent meeting.

CITY AND BOROUGH OF WRANGELL WATER SHORTAGE MANAGEMENT PLAN

SECTIONS:

Findings
Purpose and Intent
Waste of Water Prohibited
Authorization
Action for Hydrological Shortage
Action for Emergency Shortage
Stage I Shortage
Stage II Shortage
Stage III Shortage
Duration of Water Use Restrictions
Exceptions
Access to Premises
Liability
Violations and Charges
Dispute Resolution

FINDINGS:

The Borough Assembly does hereby find, determine and declare as follows:

- A. In order to maintain a supply of safe, treated water for the City and Borough of Wrangell's citizens and businesses and to meet fire protection needs during periods of either low water supply or high water use, it is necessary to implement a water shortage management plan which identifies specific actions to be taken by the Borough to manage water available for distribution.
- B. Wrangell has limited water storage capacity. The maximum capacity of the upper and lower reservoirs is 190 acre-feet (45.3 million gallons) and 102 acre-feet (21.4 million gallons), respectively. These reservoirs form the water supply for Wrangell. The usable capacity of the treated water storage tanks is approximately 850,000 gallons at tank levels of 32 feet. A minimum of 10 feet of storage is required in the tanks to maintain adequate chlorine contact time for proper disinfection of the treated water supply. This level is also the Borough's minimum level for fire protection.
- C. Wrangell is located in a moderate rainforest climate, but where drought conditions periodically occur and where practices to conserve water are necessary.
- D. Wrangell's water treatment facility consistently experiences poor treatment performance and difficulty in cleaning treatment filters, which leads to low filtration capacity and water storage volume relative to both summer and winter water demands.
- E. High demand, together with drought conditions and/or system constraints, may reduce the water available to Wrangell's water supply system to the point of creating a water shortage;

- F. Wrangell has developed a water shortage management response plan that is a layered contingency plan that provides for a systematic response, restricting customer water use, and moderating water waste to meet the essential needs of the community.
- G. It is necessary to provide Wrangell Borough staff with flexibility to implement measures to restrict water use as deemed appropriate to conserve the water supply of the City and Borough of Wrangell, to protect the health, safety and general welfare of the citizens during periods of potential water shortage.

PURPOSE AND INTENT:

It is the purpose and intent of this part to proactively establish procedures for systematically managing water demand through conservation measures and measures designed to limit water use during a system constraint or hydrological-related shortage. The procedures listed in this part are designed to be used during atypical and irregular events, and are not intended for use as a substitute for developing water supply projects.

WASTE OF WATER PROHIBITED:

No water customer shall allow, permit or cause the waste of water, which shall include any use of water in violation of this part.

AUTHORIZATION:

- A. The Borough Manager, along with the Public Works Director and Water Department staff are authorized to enforce this part.
- B. The Borough Manager may declare a Stage I, Stage II, or Stage III shortage when either a hydrologic or emergency shortage exists as defined below:
 - 1. Hydrologic Shortage - A hydrological shortage exists at a point that the draw-down from the lower reservoir exceeds the input from the upper reservoir or when the total of the two reservoirs is projected to be below two months of demand, whichever occurs first.
 - 2. Emergency Shortage - An emergency shortage exists when conditions such as storage tank levels, operational constraints, infrastructure failure, natural disaster, regulatory issues, or other factors hinder the Borough's ability to meet customer water demands.
- C. The Borough Manager may propose and implement additional water shortage response measures, beyond those contained in this part, or modify existing water shortage response measures, as deemed necessary.

ACTION FOR HYDROLOGICAL SHORTAGE

If the total reservoir system storage is projected to be below two months of demand, then Borough staff will conduct an analysis. The analysis will consider system demands, water supply indicators such as long range weather forecasts, snowpack, precipitation, temperature, evaporation, stream flow, soil moisture, projected storage levels, operational constraints, and risk tolerance. If the analysis reveals a substantial risk of shortage, then the results will be reported to the Borough Manager with a recommendation for implementation of water shortage response measures, including declaration of a Stage I, Stage II, or Stage III shortage as listed in this part.

It is important to note that a portion of the lower reservoir is unusable due to the elevation of the outlet in relation to the bottom of the reservoir.

ACTION FOR EMERGENCY SHORTAGE

If an emergency shortage exists when conditions such as reduced storage tank levels, operational constraints, infrastructure failure, natural disaster, regulatory issues, or other factors hinder the Borough's ability to meet customer water demands, then the results will be reported to the Borough Manager with a recommendation for implementation of water shortage response measures, including declaration of a Stage I, Stage II, or Stage III shortage as listed in this part.

PUBLIC AWARENESS FOR CONSERVATION MEASURES

The Water Department continually monitors water levels. Prior to Stage I or preceding periods of known, high demand, the Borough will increase public communication and education efforts aimed at water conservation and, will encourage the community to conserve water wherever possible in the hopes of thwarting a Stage I watch measure.

STAGE I SHORTAGE (WATCH – YELLOW ALERT):

A Stage I shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, part B of a water shortage indicates that proactive measures should be taken to avoid or reduce the severity of a shortage. During a Stage I shortage, the Borough will increase public communication and education efforts aimed at water conservation and will encourage the community to conserve water wherever possible.

Stage I, in relation to water storage tank levels, will automatically be triggered when the tanks' levels fall below a sustainable level of 25 feet for a period of three days.

During a Stage I shortage, water customers are encouraged to follow the voluntary water conservation measures set forth below:

- A. Water landscaped areas with spray irrigation only between the hours of 5:00 a.m. and 8:00 a.m.
- B. Do not use water to clean outdoor hard surfaces such as sidewalks, driveways, decks and patios, with a hose that lacks an active positive shut-off nozzle.
- C. Do not wash motor vehicles, trailers, boats and other types of equipment with a hose that lacks an active positive shut-off nozzle.

- D. Repair or disable any detectable water system line, component, or plumbing fixture that is leaking or damaged, as soon as possible.
- E. Restaurants, hotels, cafes, or other public places where food is sold, served or offered for sale, are encouraged not to serve drinking water from the tap unless expressly requested by a patron.

During a Stage I shortage, major water customers will be required to follow the mandatory water conservation measures set forth below:

- A. Major industrial and commercial water customers using water for their business operations shall submit a water conservation plan to Borough staff which identifies measures to be implemented at each of the three stages of water shortage, and shall begin implementing Stage 1 measures. The industrial or commercial user must develop, maintain on site, and comply with a water conservation plan that demonstrates optimal use of water. This plan must be available for review and approval upon request by the Borough at all reasonable times. At a minimum, these customers shall include seafood processing plants, dock-fueling stations, and ports and harbor facilities.
- B. Commercial water sales to cruise ships, or other large purchases for use outside of the water enterprise fund service area, shall be prohibited.

STAGE II SHORTAGE (WARNING – ORANGE ALERT):

A Stage II shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, Part B of a water shortage indicates that the Stage I response is insufficient to reduce demands to a level in proportion to the severity of the shortage.

Stage II, in relation to water storage tank levels, will automatically be triggered when the tanks' levels fall below a sustainable level of 20 feet for a period of three days.

The following restrictions on the use of water by water customers and water conservation measures shall be in effect, required and enforced during a Stage II shortage:

- A. Outdoor landscape watering is prohibited.
- B. Washing of sidewalks, walkways, patios, driveways, parking areas or other hard surfaces is prohibited. Power washing shall only be used for protection of public health, safety or welfare.
- C. Washing of motor vehicles, trailers, boats and other types of equipment shall be prohibited. Vehicles contained in commercial operation or fleets may be washed if public safety requires it.
- D. No water customer shall fail to repair or disable any detectable water line, water system component, or plumbing fixture that is leaking or damaged, within 48-hours of discovery.

Failure to comply shall cause the water service to be shut-off by the Borough until such repairs are made.

- E. Filling or refilling any outdoor water feature or hot tub shall be prohibited.
- F. No restaurant, hotel, cafe, or other public place where food is served, or offered for sale, shall serve drinking water from the tap, unless expressly requested by a patron.
- G. Industrial and commercial water customers, *in particular ports and harbor's industrial facilities, seafood processors, and dock-fueling stations* may utilize water for their business operation needs according to their business' previously submitted water conservation plan. The Borough will require periodic reporting by the customer to demonstrate optimal use of water and to help project water shortage trends.

If Stage II water shortage is related to reduced storage tank levels, industrial and commercial water customers shall have water flow reduced by 25% of the water service limits, in coordination with the customers, to assist in recovering water levels in the storage tanks. Throttling will be monitored and only implemented as long as necessary.

H. City and Borough Facilities:

- 1. All boat harbors shall have all individual boat slips' water service discontinued. Water will be available at the head dock only. The Fire Department will be notified of the reduced service, allowing them to implement an alternative fire response plan.
- 2. The Swimming Pool shall have limited hours of water service.

STAGE III SHORTAGE (CRITICAL – RED ALERT):

A Stage III shortage may be declared when the Water Department and Public Works Director inform the Borough Manager that the analysis required under section Authorization, Part B of a water shortage indicates that the Stage II response is insufficient to reduce demands to a level in proportion to the severity of the shortage.

Stage III, in relation to water storage tank levels, applies when the tanks' levels fall below a sustainable level of 15 feet for a period of three days.

In addition to the Stage II restrictions and water conservation measures set forth above, the following restrictions on the use of water by water customers shall be in effect and required during a Stage III shortage:

- A. All outdoor use of water is prohibited.
- B. Any water customer found to have a leak or damaged water line, water system component, or plumbing fixture shall have water service disconnected until such repairs are made.
- C. Industrial and commercial water use shall be reduced by an amount, to be determined by the Borough, in relationship to the severity of the shortage.

If Stage III water shortage is related to reduced storage tank levels, industrial and commercial water customers shall have water flow reduced by a further 25% of the water service limits (total of 50% at Stage III), in coordination with the customers, to assist in recovering water levels in the storage tanks. Throttling will be monitored and only implemented as long as necessary.

D. City and Borough Facilities:

1. Ports and Harbor Facilities (all Boat Harbors, City Dock and the Marine Service Center) shall have water service discontinued as long as necessary. The Fire Department will be notified of the reduced service, allowing them to implement an alternative fire response plan.
2. The Swimming Pool shall have water service discontinued, as long as necessary.

DURATION OF WATER USE RESTRICTIONS:

The Borough will regularly evaluate the estimated supply of water available to the water system in an effort to determine whether it is necessary to continue the water use restrictions of a declared stage or level. Stages and levels may be declared in accord with this chapter and, if water supply conditions warrant, the Borough Manager may either downgrade or withdraw a declaration of a Stage I, Stage II, or Stage III shortage. Updates regarding water status and restrictions will be posted regularly on the City's website to maintain community communication.

EXCEPTIONS:

- A. Water customers may use water when a critical need is approved by the Borough Manager, which may include when water use is essential to protect public health, safety or welfare, or when water use is related to a commercial activity and disruption would cause economic harm.

ACCESS TO PREMISES:

Whenever necessary for the purposes of investigating any alleged violation of this part, the Borough shall have the power, upon the presentation of proper credentials, to enter and inspect at any reasonable time, and in any reasonable manner, the exterior of a water customer's premises.

If entry to or inspection of the premises is denied or not promptly permitted, the Borough is authorized to terminate the water customer's water service to the premises, for willful violations of mandatory restrictions and regulations in this chapter, until the required inspection is made and the Borough is satisfied that a water waste situation does not exist.

LIABILITY:

Each water customer shall be responsible for compliance with this part with respect to the water

customer's premises, and shall be responsible for applicable charges for noncompliance with this part. In the event of an alleged violation of this part, proof of the existence of a declared water shortage and proof of any violation of any restriction set forth in this part, together with proof that the violation originated at any water customer's premises, shall constitute a rebuttable presumption that the water customer is responsible for the violation.

VIOLATIONS AND CHARGES:

- A. Every law enforcement officer having jurisdiction in the Wrangell area shall have the authority to enforce the provisions of this section. In addition, the Borough Manager may also delegate enforcement responsibility for this section to other agencies and departments of city government, utilizing a variety of enforcement methods, including but not limited to, conducting customer education, issuing warnings and the addition of charges to water bills. The Borough Manager shall determine the stage of shortage at which the addition of charges to water bills will be used as an enforcement mechanism.
- B. In the event the Borough determines that an observed violation of this part has occurred on a water customer's premises during a Stage II, or Stage III shortage, the water customer may be subject to the following:
 - 1. For a first observed violation of a Stage II, or Stage III restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and issue a written warning to the water customer. Enforcement officials shall provide violators with no more than one written warning. Each day in violation of this section shall constitute a separate offense.
 - 2. For a second and any subsequent observed violation of a Stage II restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and shall add a two hundred and fifty dollar (\$250.00) charge to the water bill for the premises. Each day in violation of this section shall constitute a separate offense.
 - 3. For a second and any subsequent observed violation of a Stage III restriction as set forth in this chapter, the Borough shall notify the water customer in writing of the violation and shall add a five hundred dollar (\$500.00) charge to the water bill for the premises. Each day in violation of this section shall constitute a separate offense.
- C. For repeated observed violations of this part occurring during any Stage II or Stage III shortage, the Borough may, in its discretion: a) disconnect water service to the premises for which the violations occurred in accord with the code of the utility; or b) restrict water flow to the water customer at the premises at which the violations occurred. Any flow restriction shall remain in place for a period determined by the Borough, based upon the severity of the violation as well as the applicable declared stage.
- D. Whenever the Borough finds a water customer to be in violation of this part, a notice of violation must be issued. Every reasonable effort will be made to notify the water customer of the violation, and a notice requiring the customer to cease the violation and take remedial action will be posted at the point of entry into the property.

Failure to comply may result in temporary termination of water service pursuant to applicable water codes.

- E. The notice of violation must be served upon the water customer by fixing the notice to the premises of the water customer in a conspicuous place, by personal delivery, or by sending the notice electronically or by U.S. mail. If sent electronically or by mail, service shall be deemed complete upon sending or mailing. Service of the notice of violation by affixation has the same force and effect and is subject to the same penalties for disregarding a notice, as if the notice of violation were personally served on the water customer. For purposes of this part, a person who is of full legal age and who resides at the premises is deemed to be the agent of the water customer to receive a notice of violation.
- F. Whenever a water customer fails to correct a violation within the correction period set forth on a notice of violation, this failure to correct shall constitute an additional violation.
- G. Any charge assessed pursuant to this chapter shall be collectible in the same manner as a water charge under the water rates related to the Wrangell Water Department, and if unpaid, water service for the premises may be discontinued in accord with the Borough's codes.
- H. Any charge assessed an industrial or commercial user, pursuant to this chapter, shall be equal to three (3) times the applicable charge.

DISPUTE RESOLUTION:

Any water customer's dispute with the Borough concerning this part shall first be addressed through review by the Borough Manager. If the review by the Borough Manager does not resolve the dispute, the water customer may, within five days of the demand made upon them for the water shortage violation, demand a hearing before the Borough Assembly on this matter. The Borough Assembly shall, after receiving a report from the Borough Manager of water shortage violation charges, afford an opportunity for such hearing and shall make a determination to uphold, alter or remove the water shortage violation charges. Any remaining violation charges shall be collected according to standard Borough collection procedures.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	13f

PROPOSED RESOLUTION No. 04-19-1456 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE POLICE CHIEF JOB DESCRIPTION

<u>SUBMITTED BY:</u>
Lisa Von Barga, Borough Manager

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

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

ATTACHMENTS: 1. Resolution No. 04-19-1456. 2. Proposed Police Chief Job Description.

RECOMMENDATION MOTION:

Move to approve Resolution 04-19-1456 that updates the Job Description for the Police Chief.

SUMMARY STATEMENT:

The Police Chief position has been posted for almost a month and closes soon. The job description requires some minor updates. Please see the proposed changes on the attached job description.

THE CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-19-1456

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE
AMENDMENT OF THE POLICE CHIEF JOB DESCRIPTION

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

WHEREAS, the current rate of pay for the Police Chief position is a grade 30 with the pay range from \$38.12 to \$48.15 and based on the proposed changes to the job description, will not change; and

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

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

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

Section 1. The attached Exhibit "A" includes the job description which describe the duties, responsibilities and qualifications for the Police Chief.

Section 2. The new job description for the Police Chief position will be effective as of May 1, 2019.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 30TH DAY OF APRIL 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Police Chief	Position Number: S1
Department/Site: Public Safety Department	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 30

Summary

Plans, organizes, directs, and integrates all activities of the Police Department to protect life and property through law enforcement, ~~and~~ crime prevention work and community policing. Continuously analyzes and evaluates operations and trends for assuring efficiency and adequacy of service. Maintains professional discipline in the Department. Assures that all employees are properly trained.

Distinguishing Characteristics

The Police Chief is a management position, responsible for the full scope of Police Department operations including patrol, investigations, corrections, public relations and community education. The position serves under the general direction of the Borough~~City~~ Manager and is accountable for accomplishing departmental goals and objectives. Advancement to this position may occur ~~is~~ through promotion and compliance with the qualifications of the job.

Essential Duties and Responsibilities

- Develops, revises, and implements police department policies and procedures. Develops and implements goals and objectives for the department.
- Plans, organizes, assigns, and directs operations with respect to personnel and equipment. Assures that officers receive adequate training.
- Recruits, selects, supervises, and discharges employees of the department, subject to final administrative approval. Establishes performance criteria for assigned staff; monitors and reviews performance of job duties. Administers approved disciplinary actions.
- Enforces, through subordinate officers, federal laws, Alaska state statutes, and local~~city~~ ordinances within the Borough~~city~~. Coordinates the efforts of the department with other agencies, and community groups and resources in assuring awareness of crime prevention throughout the jurisdiction~~city~~.
- Hears and resolves citizen complaints. Responds to inquiries from the public.
- Maintains cooperative efforts among departments, agencies, and other groups. Cooperates with law enforcement and corrections agencies in adjacent areas and throughout the State to ensure integrated, state-of-the-art services to the community.
- Exercises budgetary control. Researches, proposes, ~~justifies~~, and develops budget proposals, and justifications to accomplish goals and priorities. Administers budgets upon approval.

- Seeks and develops proposals for grants enhancing the department's capacity to serve the public. Oversees administration of grants.
- Evaluates and arranges for the purchase of equipment and supplies.
- Prepares and reviews reports and assures that all records are maintained according to law enforcement requirements.
- Attends law enforcement conferences and conventions and other educational meetings to keep up-to-date with modern law enforcement methods and administration.
- Plans, coordinates, and oversees local emergency drills.
- Reports to the scene of crimes to assume command and coordinate police activities.
- Supervises investigations, coordinating crime site protection, evidence gathering, interrogations and statements, and the assistance of other agencies as necessary.
- Confers with the BoroughCity Attorney on legal matters within the area of responsibility.
- Performs other duties as assigned that support the overall objective of the position, including those of a Police Officer.
- Serves as a member of the Borough's Incident Command System (ICS) team. May be required to serve as the Borough's Emergency Manager.
- Researches, prepares and delivers written and oral reports to the Borough Assembly, other agencies and community groups as necessary.

Qualifications

▪ Knowledge and Skills

The position requires extensive knowledge and experience in all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, record keeping, and all other aspects of law enforcement and administration. Requires considerable knowledge of modern developments in the field of law enforcement and crime prevention. Requires advanced knowledge of management and administrative practices and procedures required. Requires extensive knowledge of boroughcity policies, the geography of the community, of public and private facilities, and the location of important facilities~~buildings~~. Requires thorough knowledge of the behavior of criminals and the causes underlying criminality and of the organization and function of local, state, and federal agencies concerned with enforcing regulations, licensing, safety, and related investigative activities. The position requires well-developed language, reading, and writing skills to understand professional journals and to prepare written materials. Requires sufficient math skills to perform a variety of business calculations. Requires well-developed human relations skills to conduct negotiations, persuade others to a course of action, ~~and~~ to build an effective team through leadership and training, and to be a positive liaison between the community and the department.

▪ Abilities

Requires the ability to plan, develop, and implement annual business plans to meet the

objectives of the BoroughCity. Requires the ability to supervise and train departmental employees, including professionals, in a manner which is conducive to proficient performance, high morale, and departmental effectiveness. Requires the ability to prepare or coordinate the preparation of comprehensive reports, presentations, legal briefs, budgets, and correspondence. Requires the ability to communicate effectively when cooperation may be difficult to achieve, both orally and in writing, to conduct interviews with criminals, suspects, and family members, and to work with disturbed and/or angry individuals. Requires the ability to analyze complex law enforcement problems, to think and act quickly, calmly and effectively in emergency and other stressful situations. Requires the ability to operate firearms, cameras, and automotive and radio equipment; and to obtain information through interrogations and observation. Requires the ability to prepare cases for court or other hearings. Requires the ability to establish and maintain positive working relationships with boroughcity officials, judges, attorneys, the District Attorney's office, other law enforcement agencies, social agencies, and the community.

- **Physical Abilities**

Requires the ability to maintain cardiovascular fitness to function well in stressful situations and to physically restrain individuals while making arrests. Requires the ability to use speech and hearing for ordinary conversation and to hear sound prompts from equipment. Must have near visual acuity to write and to read printed materials and computer screens and to observe moving objects at a distance such as is necessary to observe persons, operate a vehicle, and use firearms. Must be able to utilize manual and/or finger dexterity to type/keyboard and/or utilize mouse to operate a computer and other office equipment; use a firearm, and operate stationary and mobile equipment.

- **Education and Experience**

The position typically requires an associate's degree in justice or equivalent discipline and 8 years of progressively responsible law enforcement experience that includes investigations, training and leadership. Additional higher education in justice may substitute for some experience.

- **Licenses and Certificates**

Requires a valid Alaska State Driver's License, an advanced management ~~certification~~ from the Alaska Police Standards and Training Council; or equivalent.

- **Working Conditions**

Work is performed indoors and outdoors where significant safety considerations exist from physical labor, moving equipment, and temperature and noise extremes.

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

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	13g

PROPOSED RESOLUTION No. 04-19-1457 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2019 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$250,000 FROM GENERAL FUND RESERVES TO THE WRANGELL MEDICAL CENTER LEGACY ACCOUNT; ACCEPTING \$14,338 OF ADDITIONAL REVENUE FROM WMC COST REPORTS TO THE WRANGELL MEDICAL CENTER LEGACY ACCOUNT, AND AUTHORIZING ITS EXPENDITURE

SUBMITTED BY:

Lee Burgess, Finance Director
Lisa Von Bargen, Borough Manager

FISCAL NOTE:

Revenue/Expenditure Required:

FY 19: \$264,338	FY 20: \$	FY21: \$
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Amount Budgeted:

Expense \$0/Revenue \$0

Account Number(s):

11000-001-7524 E/11000-001-4605 R

Account Name(s):

WMC Legacy Expense/Revenue

Unencumbered Balance(s) (prior to expenditure):

Expense Account: \$140,016

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
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Name(s)	
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Name(s)	
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Resolution No. 04-19-1457

RECOMMENDATION MOTION:

Move to approve Resolution No. 04-19-1457 amending the FY 2019 Budget in the General Fund by transferring \$250,000 from General Fund Reserves to the Wrangell Medical Center Legacy Account; accepting \$14,338 of additional revenue from WMC Cost Reports to the Wrangell Medical Center Legacy Account, and authorizing its expenditure.

SUMMARY STATEMENT:

In FY 2015-2016, the Borough Assembly approved of a line of credit for the Wrangell Medical Center to be able to borrow up to \$500,000 at a time from the City and Borough of Wrangell at a time to help the Medical Center deal with cash flow and receivables collection issues. The line of

credit carried no interest and was repayable at Wrangell Medical Center's discretion/ability to repay it. The Medical Center has had an outstanding line of credit amount of \$250,000 continuously since October 2017, with no payments since.

During the Wrangell Medical Center transfer to SEARHC, there was discussion and understanding that receipts owed to the Borough related to collections of aged Wrangell Medical Center receivables would be reserved in a legacy fund for future expenditures related to the disposition/disposal of the old hospital building once SEARHC vacates it and moves into its new facility.

In early March 2019, the Borough received a payment of \$264,338 for closed out cost reports. However, \$250,000 of this payment was applied first to Wrangell Medical Center's outstanding debt to the Borough, leaving \$14,338 of this payment a revenue into the Wrangell Medical Center Legacy account.

If this payment were not applied to the outstanding debt first, it would be regarded as bad debt and require a procedure to write it off and footnote it in the Borough's financial statements. But because some may have been of the understanding that all money received related to the transfer of WMC to SEARHC would be reserved for future expenditures related to the old hospital building, the resolution before you provides a cleaner process for reserving the full amount of this payment, if that is still the desire of the Assembly, without ultimately having to write down \$250,000 as "bad debt."

The \$250,000 applied toward the outstanding WMC Line of Credit debt went into General Fund Reserves. This resolution moves the \$250,000 from reserves into the Wrangell Medical Center Legacy expense account and authorizes its expenditure. The resolution further accepts the additional \$14,338 of the payment into the WMC Legacy revenue account; and increases the authorized expenditure from the expense account by the same amount.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 04-19-1457

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2019 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$250,000 FROM GENERAL FUND RESERVES TO THE WRANGELL MEDICAL CENTER LEGACY ACCOUNT; ACCEPTING \$14,338 OF ADDITIONAL REVENUE FROM WMC COST REPORTS TO THE WRANGELL MEDICAL CENTER LEGACY ACCOUNT, AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Assembly desires to keep all Wrangell Medical Center legacy revenue pooled for post-closing expenses; and

WHEREAS, in March 2019, the CBW received \$264,338 in revenue from WMC cost reports; and

WHEREAS, \$250,000 of that revenue had to be used to satisfy the outstanding WMC Line of Credit debt with the CBW; and that revenue went into General Fund Reserves; and

WHEREAS, the \$250,000 needs to be moved into the Wrangell Medical Center Legacy account and authorized for expenditure for use toward future hospital expenses; and

WHEREAS, the additional \$14,338 must be accepted as revenue and authorized for expenditure in the Wrangell Medical Center Legacy accounts.

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

Section 1: The FY 2019 Budget in the General Fund is amended by transferring \$250,000 from General Fund Reserves to the account 11000-001-7524 (Wrangell Medical Center Legacy Expense) and authorizing its expenditure.

Section 2: The FY 2019 Budget in the General Fund is amended by accepting \$14,338 in revenue to account 11000-001-4605 (Wrangell Medical Center Legacy Revenue).

Section 3: The FY 2019 Budget in the General Fund is amended by increasing the authorized expenditure in account 11000-001-7524 (Wrangell Medical Center Legacy Expense) by \$14,338.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 30th DAY OF APRIL, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

AGENDA ITEM TITLE:

DATE:

April 30, 2019

Agenda NO.

13h

PROPOSED RESOLUTION No. 04-19-1458 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A FAIR HOUSING POLICY; AND PROVIDING FOR AN EFFECTIVE DATE

SUBMITTED BY:

Carol Rushmore,
Economic Development Director

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$

FY 20: \$

FY21: \$

Amount Budgeted:

N/A

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

N/A

Reviews/Approvals/Recommendations

☐

Commission, Board or Committee

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. Resolution No. 04-19-1458

RECOMMENDATION MOTION:

Move to approve Resolution 04-19-1458.

SUMMARY STATEMENT:

State funding of the Community Development Block Grant comes from the federal Department of Housing and Urban Development (HUD). One of the federal requirements for receiving the funds for the purchase of a fire pumper engine is a resolution acknowledging that the City and Borough of Wrangell supports Fair Housing. The attached resolution format was provided by Alaska Department of Commerce, Community and Economic Development, the state agency administering the funds. This is another CDBG housekeeping item.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 04-19-1458

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A FAIR HOUSING POLICY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Let it be known to all persons of the City and Borough of Wrangell, Alaska, that discrimination because of race, color, religion, sex, national origin, family status or handicap status, is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) in the sale, rental, leasing, and/or financing of housing of land to be used for construction of housing, or in the provision of brokerage services. It is the policy of the City and Borough of Wrangell to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, family status or handicap status.

NOW, THEREFORE, be it resolved that within available resources, the City and Borough of Wrangell, Alaska, will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, family status or handicap status, to seek equity under federal and state laws by filing a complaint with the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division.

Be it further resolved that the City and Borough of Wrangell, Alaska, shall publicize this Resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and any applicable state or local laws or ordinances.

Said program will at a minimum include, but not be limited to:

Section 1: The printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; and

Section 2: Distribution and/or display of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity on housing

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 30th DAY OF APRIL 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	13i

PROPOSED RESOLUTION No. 04-19-1459 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY19 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING REVENUE FROM THE SALE OF ETOLIN AVENUE LOT A, FOR THE DEPOSIT AMOUNT OF \$9,569.50, AND LOT C, FOR THE MINIMUM BID VALUE AMOUNT OF \$32,400, AND AUTHORIZING ITS EXPENDITURE

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

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
Amount Budgeted:		
FY19 \$XXX		
Account Number(s):		
XXXXXX XXX XXXX		
Account Name(s):		
Enter Text Here		
Unencumbered Balance(s) (prior to expenditure):		
\$XXX		

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

ATTACHMENTS: 1. Resolution No. 04-19-1459.

RECOMMENDATION MOTION:

Move to approve Resolution No. 04-19-1459 that amends the FY 2019 Budget to accept the revenue from the sale of the Etolin Avenue Lots.

SUMMARY STATEMENT:

The Borough Assembly approved Resolution No. 03-19-1444 that authorized the terms of the sale of the Etolin Single Family, Borough owned lots.

Only Lot A received a bid on April 12, 2019 in the amount of \$38,278 – just slightly over the minimum required bid. The bidder enclosed the required twenty-five (25) percent deposit for the lot and has 90 days (July 12, 2019) to pay the balance in full.

Because Lots B and C did not receive any bids, they were both offered for sale, over-the-counter, on Monday, April 15, 2019 beginning at noon.

At noon, on April 15, 2019, Lot C was purchased in full for the minimum bid amount of \$32,400.

The revenues from those two lots will be deposited into the Residential Construction Fund. In doing this, a budget amendment to the FY 2019 budget must be done.

Once the balance of Lot A is made, we will bring another Resolution for Assembly consideration amending the budget.

The proceeds from these lot sales will be used to cover the cost of the surveying project discussed with the Assembly at a recent work session. The money from these lot sales should pay for the survey of the Institute Property, the Byford property and additional foreclosure lots on Etolin. This project will be discussed with the Assembly during the FY20 CIP budget work session.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 04-19-1459

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY19 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING REVENUE FROM THE SALE OF ETOLIN AVENUE LOT A, FOR THE DEPOSIT AMOUNT OF \$9,569.50, AND LOT C, FOR THE MINIMUM BID VALUE AMOUNT OF \$32,400, AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Borough Assembly authorized the terms of the sale of Etolin Avenue Lots A, B, and C by Resolution (03-19-1444); and

WHEREAS, the sealed bids of said lots were opened on April 12, 2019; and

WHEREAS, Lot A received a high bid of \$38,278; and

WHEREAS, the high bidder of Lot A submitted a 25% deposit for the lot of \$9,569.50; and

WHEREAS, Lots B and C did not receive any bids and were offered for sale over-the-counter starting on April 15, 2019 at noon; and

WHEREAS, Lot C was purchase for the Minimum Bid Value of \$32,400; and

WHEREAS, the FY19 Budget must be amended to accept this revenue.

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

Section 1: Lot A, Etolin Avenue Replat (#2019-2), 806 Etolin Avenue, received a bid of \$38,278; a twenty-five (25) percent required deposit was received in the amount of \$9,569.50.

Section 2: Lot C, Etolin Avenue Replat (#2019-2), 819 Etolin Avenue, was purchased over-the-counter for the Minimum Bid Value of \$32,400.

Section 3: The FY19 Budget in the Residential Construction Fund is amended to reflect an increase in revenue to account 50000-000-4650 Residential Construction Fund Revenue in the amount of \$41,569.50.

Section 4: The FY19 Budget in the Residential Construction Fund is amended to authorize the expenditure of \$41,569.50.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 30th DAY OF APRIL, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 04-19-1460

A RESOLUTION OF THE ASSEMBLY OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY19 BUDGET IN THE SANITATION FUND BY ACCEPTING REVENUE FROM THE SALE OF SCRAP METAL AND BATTERIES IN THE AMOUNT OF \$2,120.15 AND AUTHORIZING ITS EXPENDITURE

WHEREAS, scrap metal accumulates at the landfill when customers dispose of it;
and

WHEREAS, the City and Borough of Wrangell has the option to ship scrap metal out by barge and be paid for the scrap metal; and

WHEREAS, Public Works shipped out about 15,000 pounds of batteries and miscellaneous scrap metal in March 2019; and

WHEREAS, Pacific Iron & Metal paid the City and Borough of Wrangell \$2,120.15 for the batteries and scrap metal after shipping costs were deducted.

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

Section 1: The FY19 Budget in the Sanitation Fund is amended to reflect an increase in revenue to account 78000-000-5415 (Recycle Revenue) in the amount of \$2,120.15.

Section 2: The FY19 Budget in the Sanitation Fund is amended to reflect an increase in authorized expenditure in account 7800-603-7842 (Recycle Costs) in the amount of \$2,120.15.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 30th DAY OF APRIL, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	13j

PROPOSED RESOLUTION No. 04-19-1460 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY19 BUDGET IN THE SANITATION FUND BY ACCEPTING REVENUE FROM THE SALE OF SCRAP METAL AND BATTERIES IN THE AMOUNT OF \$2,120.15 AND AUTHORIZING ITS EXPENDITURE

<u>SUBMITTED BY:</u>
Rolland Howell, Public Works Director

<u>FISCAL NOTE:</u>		
Revenue/Expenditure Required:		
FY 19: \$2,120.15	FY 20: \$	FY21: \$
Amount Budgeted:		
Revenue \$0/Expense \$5,000		
Account Number(s):		
78000-000-5415 R/78000-603-7842 E		
Account Name(s):		
Recycle Revenue/Recycle Costs		
Unencumbered Balance(s) (prior to revenue/expenditure):		
\$0 R/\$1,109.47		

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

ATTACHMENTS: 1. Resolution No. 04-19-1460.

RECOMMENDATION MOTION:

Move to approve Resolution No. 04-19-1460 that amending the FY 19 Budget in the Sanitation Fund by accepting revenue from the sale of scrap metal and batteries in the amount of \$2,120.15 and authorizing its expenditure.

SUMMARY STATEMENT:

The CBW accumulates scrap metal, which is dropped off by customers, at the Solid Waste Transfer Station. Some of the scrap metal is valuable and some is not. To offset the cost of shipping this less valuable metal south, the crew has started separating out the nonferrous metals (copper, brass,

aluminum) which are valuable to the scrap yards. The metal collected through February and March, along with the recyclable batteries, that was accumulated was sent south, via AML, to Pacific Iron & Metal. After the cost of shipping was deducted, the CBW received a check in the amount of \$2,120.15.

Accepting this money and authorizing its expenditure will help fund continued recycling in this manner and ship out at least some of the growing pile of metal.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	13k

PROPOSED RESOLUTION No. 04-19-1461 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE BOROUGH CLERK'S JOB DESCRIPTION AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

N/A

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

N/A

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
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Name(s)	
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Name(s)	
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Resolution No. 04-19-1461; 2. Proposed Job description showing amendments; 3. Existing job description.

RECOMMENDATION MOTION:

Move to approve Resolution No. 04-19-1461 that amends the Borough Clerk's Job Description and the Non-Union Wage & Grade Table.

After the Clerk's annual review, two Assembly Members were selected as the negotiating team to negotiate the Borough Clerk's contract. During negotiations, the job description was also amended to reflect actual job duties and added some additional duties. Please refer to the proposed amended Job Description to see those changes/additions.

The job description for the Clerk has not been amended since early 2012. In reviewing the existing job description, it was clear that there are specific job duties that were not listed. With the implementation of Municode Meeting (Automated Agenda Management platform), the Clerk is the front-man with ensuring that all those who use the program know how to use it.

The Borough Clerk also asked that her position be removed from the Non-Union Wage & Grade table during her review on April 9, 2019. The Clerk is a part of the Executive Team with the City and her position is an upper administrative position and the salary should be negotiated as this is a contract position. The Clerk has had a contract in place since 2013 but her position has remained on the wage & grade table.

The job title amendment is being requested because the Clerk has served in the capacity of the acting Borough Manager several times over the last seven years. In the last year and a half, the Borough Manager has selected the Clerk to serve as the acting Borough Manager whenever she is absent. Although the Clerk does not make major decisions (unless the Manager were to be unreachable for some reason and, in that case, the Clerk must), the Clerk is still the primary contact whenever someone (Staff, Assembly, or the general public) comes in to see the Borough Manager. Because the Clerk has been in the upper administration role for the Borough for the past seven years, she has general knowledge of what is expected of the Borough Manager.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 04-19-1461

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE BOROUGH CLERK'S JOB DESCRIPTION AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE

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

WHEREAS, the rate of pay, listed on the Non-Union Wage and Grade Table for the Borough Clerk position is a grade 27 with the pay range from \$33.58 to \$42.39; and

WHEREAS, this Resolution removes the Borough Clerk position from the Non-Union Wage and Grade Table; and

WHEREAS, the Borough Clerk position will be a negotiated contract position moving forward; and

WHEREAS, it is the desire of the Borough Assembly to amend the Borough Clerk's job description to ensure the position meets the needs of the organization and to accurately reflect the job duties of the Borough Clerk; and

WHEREAS, additions to the job description need to reflect a commensurate rate of pay.

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

Section 1. The attached Exhibit "A" is the new job description which describes the duties, responsibilities and qualifications for the Borough Clerk.

Section 2. The new job description for the Borough Clerk position will be effective as of May 1, 2019.

Section 3. The attached Exhibit "B" is the Non-Union Wage and Grade Table reflecting the removal of the Borough Clerk from the table.

Section 4. The attached Exhibit "B" repeals all other previous Non-Union Pay Plans and becomes effective May 1, 2019.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, THIS 30TH DAY OF APRIL, 2019.

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Borough Clerk/ <u>Acting Borough Manager</u>	Position Number:
Department/Site: Administration	FLSA: Exempt
Evaluated by: Borough Assembly	Salary Grade: <u>Contracted 27</u>

Summary

The Borough Clerk is responsible for all areas as set forth in Alaska Statute 29.20.380. The Borough Clerk ~~maintains of the~~ is responsible for maintaining City and Borough Codes, and is the custodian of permanent public records, including archives. The position ensures accurate documentation of City/Borough government activity through supporting and recording of the Assembly proceedings and managing the disposition of public records and archives. Provides executive-level assistance to the Borough Manager. Supervises and conducts all City elections. The Borough Clerk acts as Borough Manager when the Borough Manager is absent.

Distinguishing Career Features

The Borough Clerk is an appointed position as designated by charter. The position combines statutory responsibility for records, official documents, and elections with advanced administrative support to the Assembly and Borough Manager. Advancement to this position is by appointment, compliance with the job's qualifications, and a demonstrated ability to organize official proceedings and processes and develop and maintain complex record management and retention systems.

Essential Duties and Responsibilities

- Administers the statutory obligations of the Borough Clerk, including but not limited to maintaining the official Seal, serving as the City/Borough's historian and archivist, serving as chief election officer, and developing and implementing a comprehensive records management and archiving system.
- Prepares, reviews, and edit the Borough Assembly meeting agendas, minutes, recollections, transcripts and action letters. Reviews the agenda and documentation package, ensuring completeness and compliance with legal requirements. Reviews and ensures that agenda items and supporting documents are complete with the information that the Assembly needs.
- Attends Borough Assembly meetings to assure recording of proceedings and entering of documents into permanent record.
- Acts as the Borough Manager in the Borough Managers absence.
- Administers oaths of office and other oaths and affirmations and certifies affidavits. Acts as a notary for municipal documents.
- Provides Notary services to the general public.
- Serves as custodian of official records and archives including and not limited to codes, ordinances, resolutions, contracts, agreements, deeds, reports, elections, and claims against the City/Borough. Receives and certifies official documents.
- Maintains up-to-date City/Borough codes, properly indexed and referenced. Maintains distribution lists for communication of new, revised and amended codes.
- Maintains the City/Borough Records Retention Schedule in accordance with the State of Alaska Schedule #300.1.
- Performs annual records transfers (archives) and records destruction in accordance with

the City/Borough Records Retention Schedule.

- Manages all CBW land leases.
- Provides training for the Deputy Borough Clerk.
- *—Serves as elections supervisor for City/Borough. Coordinates and conducts elections. Researches election laws to ensure continuous compliance with legal publication and other requirements for elections. Prepares the handbook of candidate profiles or ballot measures and coordinates printing and mailing. Oversees voter registration. Maintains up-to-date elections statutes for processes such as bond measures, initiatives, referendums and referrals to accurately and timely conduct the elections. Provides training of election workers and supervises election day activities.
- Provides official notification to the community for public hearings and legal advertising of notices.
- Provides advanced administrative and technical support to the Borough Manager and Assembly. Coordinates and performs certain aspects of special projects on behalf of the top administrative team such as but not limited to organizational, operational and investigative reviews. Collaborates with city staff and assist in the implementation of goals, objectives and policies, as needed. Maintains professional confidentiality.
- Prepares professional correspondence and reports on behalf of the Assembly and Borough Manager.
- Research City/Borough files, documents, archives, and other materials to provide information to the Assembly, general public, and departments.
- Prepare papers and record liens and easements for City/Borough-owned and privately-owned property.
- Updates and maintains the municipal code in relation to the rules and ~~policy~~ manual procedures for the Borough Assembly. Updates the web pages dealing with all Assembly items.
- Serves as the Public Information Officer (PIO) for Water Watch publications and notifications. Provides Public Service Announcements (PSA) when needed.
- Assists and makes notifications within Social Media sites and the City/Borough Website in relation to city business.
- Maintains, trains, and assists City/Borough staff and Assembly with the Municode Agenda Management platform system.
- Provide support to the Assembly and Manager with electronic devices.
- Provides annual Open Meetings Act and Parliamentary training for all City/Borough elected and appointed officials.
- Schedules and maintains Assembly action for the Code Review Committee.
- Provides “FYI’s” in the form of an emailed report to the Assembly, when necessary, to keep them notified of upcoming need-to-know items.
- Maintains and provides copies upon request of official records and documents in accordance with AS 40.25.110, Public Records Open to Inspection and Copying.
- Certifies official documents as to authenticity for staff, other jurisdictions or citizens, with appropriate verification. Attests the Borough Manager's or the Assembly's original signatures on official documents and applies the City/Borough Seal as appropriate.
- Acts as liaison between government officials and staff, and between municipality and community.
- Acts as parliamentary advisor to the Assembly, City Boards, and Commissions.
- Composes ordinances, resolutions, and proclamations.
- Maintains administrative oversight of the Memorial and Sunset Gardens Cemeteries; assigns plots, niches in the columbarium, assists with the ordering of niche plates and memorial plaques. Maintains all official records for Memorial and Sunset Gardens Cemeteries. ~~cemetery records.~~
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

▪ Knowledge and Skills

- The position requires a working knowledge of the principles and practices of public administration for elected and appointed assembly/commission operations, organization, and work processes.
- Requires specialized knowledge of the principles, legal requirements, and techniques used in records management, including retention scheduling, archiving, storage, public access, and destruction.
- Requires in-depth knowledge of laws, regulations, and codes applicable to the Borough Clerk's areas of responsibility.
- Requires an advanced knowledge of personal computer-based software programs that support this level of work, including but not limited to word processing, spreadsheet, presentation graphics, desktop publishing, web page editing, and data entry onto custom databases.
- Requires sufficient math skills to perform financial and statistical record keeping. Requires well-developed knowledge of proper English usage, grammar, spelling, and punctuation to prepare professional correspondence.
- Requires well-developed human relations skill to work cooperatively with diverse teams, assign work to others inside and outside the department, speak to diverse audiences in public meetings, exercise patience when dealing with internal and external customers, and convey technical concepts.

▪ Abilities

- Requires the ability to plan, sequence, and integrate the functions and processes supporting Borough Assembly proceedings.
- Requires the ability to maintain the City/Borough Code.
- Requires the ability to understand, interpret, explain and apply laws, codes, and regulations applicable to the Borough Clerk responsibilities.
- Requires the ability to organize, interpret, and explain records management, retention and access policies and requirements to officials, managers and the public.
- Requires the ability to edit and update internet web pages for the Assembly. Requires the ability to prepare spreadsheets, graphs, and charts.
- Requires the ability to enter, import, and export data to and from databases. Requires the ability to plan, organize and prioritize work to meet schedules and timelines.
- Requires the ability to work as a contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City/Borough and its services.
- Requires the ability to develop and maintain productive work relationships with elected and appointed officials.

Physical Abilities

- The position incumbent must be able to function indoors in an office environment engaged in work of primarily a sedentary nature.
- Requires ambulatory ability to sit for extended periods of time, to utilize ~~microcomputers and peripheral equipment~~ computers and other office equipment, accomplish other desktop work, ~~and to move to various campus locations.~~
- Requires the ability to use near vision to read printed materials.
- Requires auditory ability to carry on conversations in person and over the phone.
- Requires the ability to retrieve work materials from overhead, waist, and ground level files.

- Requires manual and finger dexterity to write, use a pointing device and keyboard at an advanced rate, operate ~~microcomputer~~computers, and to operate other standardized office equipment, almost constantly requiring repetitive motions.

▪ **Education and Experience**

The position ~~typically requires a bachelor's degree in public administration or the equivalent and to at least three years of progressive administrative support or records management experience, and at least three years' experience as a Deputy Clerk or a City/Borough Clerk.~~ Additional relevant paralegal or public policy experience and archivist or records management certification may substitute for some higher education.

▪ **Licenses and Certificates**

- Requires possession of professional certification (Certified Municipal Clerk, CMC) with the International Institute of Municipal Clerks (IIMC). If this certification requirement is not met upon appointment, must be attained within eighteen months of appointment. Master Municipal Clerk (MMC) certification is optimally desired.
- ~~May require~~Requires a valid Alaska Driver's License.
- Notary Public.

▪ **Working Conditions**

Work is performed indoors where minimal safety considerations exist.

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

City & Borough of Wrangell

Position Description

Position: Borough Clerk	Position Number:
Department/Site: Administration	FLSA: Exempt
Evaluated by: Borough Assembly	Salary Grade: 27

Summary

The Borough Clerk maintains of the City and Borough Codes, and is the custodian of permanent public records, including archives. The position ensures accurate documentation of City/Borough government activity through supporting and recording of the Assembly proceedings and managing the disposition of public records and archives. Provides executive-level assistance to the Borough Manager. Supervises and conducts all City elections.

Distinguishing Career Features

The Borough Clerk is an appointed position as designated by charter. The position combines statutory responsibility for records, official documents, and elections with advanced administrative support to the Assembly and Borough Manager. Advancement to this position is by appointment, compliance with the job's qualifications, and a demonstrated ability to organize official proceedings and processes and develop and maintain complex record management and retention systems.

Essential Duties and Responsibilities

- Administers the statutory obligations of the Borough Clerk, including but not limited to maintaining the official Seal, serving as the City/Borough's historian and archivist, serving as chief election officer, and developing and implementing a comprehensive records management and archiving system.
- Prepares, reviews, and edit the Borough Assembly meeting agendas, minutes, recollections, transcripts and action letters. Reviews the agenda and documentation package, ensuring completeness and compliance with legal requirements.
- Attends Borough Assembly meetings to assure recording of proceedings and entering of documents into permanent record.
- Serves as custodian of official records and archives including and not limited to codes, ordinances, resolutions, contracts, agreements, deeds, reports, elections, and claims against the City/Borough. Receives and certifies official documents.
- Maintains up-to-date City/Borough codes, properly indexed and referenced. Maintains distribution lists for communication of new, revised and amended codes.
- Receives and files claims and lawsuits against the City/Borough, reviewing, analyzing, and forwarding to the insurance carrier or counsel.
- Serves as elections supervisor for City/Borough. Coordinates and conducts elections. Researches election laws to ensure continuous compliance with legal publication and other requirements for elections. Prepares the handbook of candidate profiles or ballot measures and coordinates printing and mailing. Oversees voter registration. Maintains up-to-date elections statutes for processes such as bond measures, initiatives, referendums and referrals to accurately and timely conduct the elections.

Provides official notification to the community for public hearings and legal advertising of notices.

- Provides advanced administrative and technical support to the Borough Manager and

Assembly. Coordinates and performs certain aspect of special projects on behalf of the top administrative team such as but not limited to organizational, operational and investigative reviews. Maintains professional confidentiality.

- Prepares professional correspondence and reports on behalf of the Assembly and Borough Manager.
- Research City/Borough files, documents, archives, and other materials to provide information to the general public and departments.
- Prepare papers and record liens and easements for City/Borough-owned and privately-owned property.
- Updates and maintains the rules and policy manual for the Borough Assembly. Updates the web pages dealing with Assembly items.
- Certifies official documents as to authenticity for staff, other jurisdictions or citizens, with appropriate verification. Attests the Borough Manager's or the Assembly's original signatures on official documents and applies the City/Borough Seal as appropriate.
- Acts as liaison between government officials and staff, and between municipality and community.
- Maintains cemetery records.
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

▪ Knowledge and Skills

- The position requires a working knowledge of the principles and practices of public administration for elected and appointed assembly/commission operations, organization, and work processes.
- Requires specialized knowledge of the principles, legal requirements, and techniques used in records management, including retention scheduling, archiving, storage, public access, and destruction.
- Requires in-depth knowledge of laws, regulations, and codes applicable to the Borough Clerk's areas of responsibility.
- Requires an advanced knowledge of personal computer-based software programs that support this level of work, including but not limited to word processing, spreadsheet, presentation graphics, desktop publishing, web page editing, and data entry onto custom databases.
- Requires sufficient math skills to perform financial and statistical record keeping. Requires well-developed knowledge of proper English usage, grammar, spelling, and punctuation to prepare professional correspondence.
- Requires well-developed human relations skill to work cooperatively with diverse teams, assign work to others inside and outside the department, speak to diverse audiences in public meetings, exercise patience when dealing with internal and external customers, and convey technical concepts.

▪ Abilities

- Requires the ability to plan, sequence, and integrate the functions and processes supporting Borough Assembly proceedings.
- Requires the ability to maintain the City/Borough Code.
- Requires the ability to understand, interpret, explain and apply laws, codes, and regulations applicable to the Borough Clerk responsibilities.
- Requires the ability to organize, interpret, and explain records management, retention and access policies and requirements to officials, managers and the public.
- Requires the ability to edit and update internet web pages for the Assembly. Requires the ability to prepare spreadsheets, graphs, and charts.

- Requires the ability to enter, import, and export data to and from databases. Requires the ability to plan, organize and prioritize work to meet schedules and timelines.
- Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City/Borough and its services.
- Requires the ability to develop and maintain productive work relationships with elected and appointed officials.

▪ **Physical Abilities**

- The position incumbent must be able to function indoors in an office environment engaged in work of primarily a sedentary nature.
- Requires ambulatory ability to sit for extended periods of time, to utilize microcomputers and peripheral equipment, accomplish other desktop work, and to move to various campus locations.
- Requires the ability to use near vision to read printed materials.
- Requires auditory ability to carry on conversations in person and over the phone.
- Requires the ability to retrieve work materials from overhead, waist, and ground level files.
- Requires manual and finger dexterity to write, use a pointing device and keyboard at an advanced rate, operate microcomputer, and to operate other standardized office equipment, almost constantly requiring repetitive motions.

▪ **Education and Experience**

The position typically requires a bachelor's degree in public administration or equivalent and three years of progressive administrative support or records management experience. Additional relevant paralegal or public policy experience and archivist or records management certification may substitute for some higher education.

▪ **Licenses and Certificates**

May require a valid Alaska Driver's License.

▪ **Working Conditions**

Work is performed indoors where minimal safety considerations exist.

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

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 30, 2019
	<u>Agenda NO.</u>	131

Approval of the Borough Clerk's Contract

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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Amount Budgeted:

FY19 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Proposed Contract (*reviewed by Borough Attorney and discussed/amended with negotiating team*); 2. Clerk's Existing Contract. 3. City/Borough Organizational Chart.

RECOMMENDATION MOTION:

Move to approve the Borough Clerk's Contract, as presented.

The following content is identical to the Executive Session Agenda Statement content.

On April 9, 2019, the Borough Assembly evaluated the Borough Clerk in Executive Session. Two Assembly Members were selected to negotiate the Borough Clerk's contract.

After meeting with the negotiating team, the Borough Clerk and the negotiating team settled on the following:

- Amend the Borough Clerk's Job Description and Title;
- Remove the Borough Clerk position from the Non-Union Wage & Grade Table;
- Make the salary negotiated moving forward as it is a contract position;
- Increase the Borough Clerk's current wage to \$85,000 per year;
- Provide a car allowance of \$250 per month;
- Provide a cell phone reimbursement amount equal to the city cell phone plan amount;
- Allow for 15% of hourly wage increase when acting as Borough Manager (in the Borough Manager's absence), not to exceed \$2,000 annually.

During negotiations, the team and the Clerk reviewed the Clerk's Job Description and made amendments to reflect the actual job duties and added some additional duties. Those changes are reflected in the proposed amended Job Description.

The Clerk's current salary is \$76,960. The negotiated starting salary of \$85,000 on the Clerk's proposed contract is based on the job description title change from **Borough Clerk** to **Borough Clerk/Acting Borough Manager** and on the considerable amendments/additions to the job description. The increase that is being proposed is equivalent to \$3.87 per hour (from \$37.00 per hour to 40.87 per hour). Removing the Borough Clerk from the Non-Union Wage & Grade table was a request the Clerk made during her review on April 9, 2019. The Clerk is a part of the Executive Team within the City. It is an upper administrative position and is a contract position similar to the Manager and Borough Attorney. The Clerk has had a contract since 2013 but has remained on the wage & grade table.

Each year the Clerk received a one-step increase which equated to an increase of about .70. She received a two-step increase in 2013 when she received her certification as a Certified Municipal Clerk (CMC), and she received another two-step increase in 2015 when she received her certification as a Master Municipal Clerk (MMC). Those two additional step-increases were a condition in her 2013 contract. The contract stated that she would receive an additional step increase when she obtained her CMC and then another when she obtained her MMC. She worked very hard to obtain those certifications. Being a Master Municipal Clerk means that she can provide the very best service to the Assembly, the City, and the residents of Wrangell.

As stated below, the Clerk does not receive, and has never received overtime pay. Her proposed amended contract states that she will also not be entitled to receive compensatory (Comp) time. The higher wage is appropriate because she is expected, as a salaried, executive administrative position, to work her normal hours plus any additional time, as needed.

If you were to look just at the Assembly meeting times that the Clerk worked in any given year (averaging an understated 6 hours a month), that straight-time hourly pay would equate to just under \$3000; and if she were to be paid overtime, it would equate to just under \$4000. Of course, this is an estimate and she is only stating this as an example however, that does not consider the 14-hour election day that she works every year, or any other Work Sessions or Special meetings that she works.

As the Assembly is aware, the Clerk is a one-woman-show. Although she technically has a deputy, that position only acts as Clerk in the Clerk's absence. With the new agenda management system (Municode Meetings), if the Clerk has internet connection, she can perform agenda tasks when she

is out of the office. Whether she is on vacation or away at training, she is still working. The last two vacations that the Clerk took, she spent a considerable amount of time on her phone (responding to emails, texting, on the Website, and on phone calls). Also, regarding the Deputy Clerk position, the Clerk does not ask the Deputy Clerk to assist with any part of her job when she is in the office.

In looking at how other Clerk offices in Alaska operate, most of those have a full-time Deputy Clerk and, in some instances, they have a Records Manager or an Administrative Assistant. In the case of the Ketchikan Gateway Borough, they have a Borough Clerk, Deputy Clerk, and a full time Records Manager in their department. The Petersburg Clerk's office and the City of Ketchikan both have a full time Clerk and a Deputy Clerk. The City of Sitka has a full time Clerk, Deputy Clerk, and an Administrative Coordinator. Those are just a few examples. All those positions are full time and benefited. As a single staff member, the Wrangell Clerk is required to fulfill the same obligations as the other communities mentioned above. Doing more with less (as the Mayor said at the public meeting) is what the Clerk does, and she is happy to do it.

Cell Phone Reimbursement: The Clerk is almost always accessible and replies to texts (and emails) from Assembly Members, the Manager, staff, or the general public several times a week after hours, on weekends, and when out of town vacation or away at training. Also note that once she replies, she almost always ends up with several texts or emails back and forth (conversation). The Clerk's work email is accessible on her cell phone and on her iPad. She responds to emails, posts public notices, and updates the agenda whenever required, no matter what time of day it is, or what day of the week it is. In the seven years that she has been with the City, the Clerk has never been offered a Borough cell phone or been reimbursed for the use of her cell phone.

Car Stipend: The Clerk uses her vehicle for posting notices and regularly transports people here for Borough business to and from the airport. She also uses her vehicle for elections (supplies, sandwich boards, etc.). Additionally, she uses her vehicle in assisting the Borough Manager for work travel in picking up her luggage, taking it to the airport (outbound) and picking her luggage up and taking it to her house (inbound).

Acting Borough Manager: The Clerk has served in the capacity of the acting Borough Manager several times in the last seven years. Over the past year and a half, the Manager has selected the Clerk to serve as the acting Borough Manager whenever she is absent. Although the Clerk does not make major decisions (unless the Manager were to be unreachable for some reason and, in that case, the Clerk must) the Clerk is still the initial point of contact whenever someone (staff, Assembly, or the general public) comes in to see the Borough Manager. Because the Clerk has been in the upper administration role for the City for the past seven years, she has general knowledge of what is expected of the Borough Manager.

The Clerk's amended contract states that she will receive 15% of her hourly rate of pay when acting in the capacity of the Borough Manager (in her absence). However, there is a \$2,000 annual cap on the acting pay (which is just over 40 days).

When we look at how other Borough employees are paid for acting pay, there is no cap and often, they will receive overtime pay. Remember, the Clerk does not receive (nor is she asking for) overtime pay. Her amended contract also states that she will not take any compensatory (Comp) time.

Annual Impacts:

- \$85,000 (\$40.87 per hour (increase of **\$3.87** per hour))
 - **The annual impact would be \$8,050**
- The PERS contribution for the Clerk will increase by the equivalent of 22% on the new level of salary
 - **The annual impact would be \$1,771**
- Add a monthly car allowance of \$250
 - **The annual impact would be \$3,000**
- Add a monthly cell phone allowance of the current Borough policy amount (currently \$57.45)
 - **The annual impact would be \$689.40**
- Add a 15% acting pay when acting in the capacity of the Borough Manager up to \$2000 annually (maximum).

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st of May 2019, between the CITY AND BOROUGH OF WRANGELL, a home rule borough organized and operating under the laws of the State of Alaska (“**BOROUGH**”), and KIMBERLY K. LANE, (“**CLERK**”). In consideration of the mutual covenants herein contained, the Borough and **CLERK** hereby agree as follows:

SECTION 1: NATURE OF EMPLOYMENT & DUTIES

- A. **BOROUGH** hereby agrees to employ **CLERK**, and **CLERK** agrees to be employed by **BOROUGH**, in the position of Borough Clerk. **CLERK** is an at-will employee who serves at the pleasure of the Borough Assembly for an indefinite term. **CLERK** is an administrative and/or executive employee of the legislative branch of borough government. **CLERK** understands and agrees that as such she is exempt from the requirements of the Fair Labor Standards Act (FSLA) and is not entitled to receive overtime compensation.
- B. The **CLERK** shall have supervision and control of the borough clerk’s office and shall perform all duties and functions assigned to **CLERK** by law, including such duties and functions established by the Charter and ordinances of the borough or by any state law made specifically applicable to home rule boroughs in Alaska.
- C. During such periods when the Borough Manager is absent from the Borough, **CLERK** shall serve as Acting Borough Manager, subject to the provisions of Section 4(D) of this Agreement.

SECTION 2: TERM

- A. This Agreement shall remain in effect until terminated or amended by the Parties.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Borough Assembly’s right to terminate the services of **CLERK** at any time.

SECTION 3: TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- A. **CLERK** acknowledges and agrees that she will serve at the pleasure of the Borough Assembly, which shall have the right to terminate her employment at any time with or without cause. In the event **CLERK** is terminated by the Assembly, or the Assembly requests her resignation, **BOROUGH** shall pay **CLERK** a lump sum cash payment equal to **SIX (6) months’** salary, plus an amount equal to 100% of her accrued personal leave, less required deductions, including taxes. This right to severance payment shall not apply

in the event of **CLERK'S** death, or if she becomes physically or mentally incapable of performing her essential duties as Borough Clerk, if she is convicted of an unlawful act in the discharge of her duties or a crime involving dishonesty, or if she voluntarily resigns.

- B. Should **CLERK** voluntarily resign, she shall be entitled to payment of an amount equal to 100% of accrued personal leave, less required deductions, including taxes, but shall not be entitled to any severance pay pursuant to Section 3(A) of this Agreement.

SECTION 4: SALARY AND BENEFITS

- A. **CLERK'S** annual salary shall be \$85,000, which shall be paid in installments at the same time that the **BOROUGH'S** other employees are paid. **CLERK'S** performance shall be reviewed every year during the anniversary month of this Agreement. Upon satisfactory review, an increase may be granted.
- B. Annual leave, sick leave, health insurance, life insurance, and contributions to the Alaska Public Employees Retirement System will be provided to the **CLERK** in accordance with the **BOROUGH'S** Personnel Rules and Regulations as provided for all other employees. Upon separation, accrued annual leave shall be paid to **CLERK** in accordance with the **BOROUGH'S** Personnel Rules and Regulations. No compensatory time will be granted.
- C. **BOROUGH** shall provide to **CLERK** an additional \$250.00 per month as a stipend in lieu of use of a Borough-owned vehicle. **CLERK** acknowledges and agrees that no additional amount for fuel, insurance, repairs or maintenance shall be paid to her by **BOROUGH**.
- D. When **CLERK** serves as Acting Borough Manager, she shall be paid in addition to her salary an amount equal to FIFTEEN PERCENT (15%) of her base rate of pay. Such payments shall not exceed \$2,000.00 annually.

SECTION 5: DUES AND SUBSCRIPTIONS

BOROUGH agrees to pay the dues for **CLERK'S** membership in professional and civic organizations, as well as for subscriptions necessary for **CLERK** full participation in national, state, and local associations and organizations necessary and desirable for her continued professional development, growth, advancement, and for the good of the **BOROUGH**.

SECTION 6: PROFESSIONAL DEVELOPMENT

- A. **BOROUGH** hereby agrees to pay the travel and subsistence expenses, in accordance with **BOROUGH'S** Personnel Rules and Regulations, for **CLERK'S** professional and

official travel, meetings, and occasions necessary to continue **CLERK'S** professional development, and to adequately perform her official and other functions for **BOROUGH**, including but not limited to, attendance at meetings of the International Institute of Municipal Clerks, the Alaska Municipal League, the Alaska Association of Municipal Clerks, and such other meeting which the Assembly shall designate.

- B. **BOROUGH** also agrees to pay for the travel and subsistence expenses, in accordance with **BOROUGH'S** Personnel Rules and Regulations, for **CLERK'S** completion of short courses, institutes, and seminars necessary for her professional development and for the good of **BOROUGH**, as approved by Assembly.

SECTION 7: INDEMNIFICATION

BOROUGH agrees to defend, save and hold harmless, and indemnify **CLERK** against any tort claim, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission by **CLERK** arising out of the course and scope of her employment; provided, however, that the Borough's obligation to defend and indemnify **CLERK** shall not extend to any acts or omissions of **CLERK** amounting to malfeasance, or which are beyond the scope of **CLERK's** employment with the Borough. The Borough or its insurer shall have the authority to settle and pay any such claims or suit. The Borough may utilize, to the extent available, any applicable insurance coverage, which the Borough has procured. To the extent not inconsistent with the above, nothing contained in this provision shall be interpreted as limiting or diminishing the Borough's legal rights with respect to **CLERK**.

SECTION 8: GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of **CLERK'S** heirs-at-law and executors.
- C. This Agreement shall be for an indefinite term commencing on May 1, 2019, and its terms shall continue in full force and effect from year to year unless terminated or otherwise modified by the parties in writing.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- E. This Agreement shall be interpreted and enforced according to the laws of the State of Alaska.
- F. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to the Agreement.

SECTION 9: OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. **CLERK** has declined the option of using a Borough vehicle in the performance of her official functions and duties, and understands that she may be held personally liable for any accident or incident involving the use of her personal vehicle for such official functions and duties either in whole or in part. **CLERK'S** personal liability in such situations is not within **BOROUGH'S** control and/or decision-making authority. **CLERK** fully understands and accepts the risk outlined in this paragraph. This provision in no way constitutes any guarantee that **BOROUGH'S** general liability insurance or automobile liability insurance will apply to any accident or incident involving the use of **CLERK'S** personal vehicle, and **CLERK** acknowledges that decisions regarding coverage and the defense and/or indemnification of **CLERK** under such policies shall be determined solely by the insurer. **CLERK** fully understands and accepts all of the risks outlined in this paragraph.
- B. **BOROUGH** agrees to provide **CLERK** with a cell phone under the Borough's cell phone group plan. Should **CLERK** choose to use her own cell phone in lieu of that provided by **BOROUGH**, **BOROUGH** agrees to pay **CLERK** \$57.45 per month, which is equal to the rate **BOROUGH** currently pays for each Borough cell phone.

IN WITNESS WHEREOF the Parties have executed this Agreement on this ____ day of May 2019.

CITY AND BOROUGH OF WRANGELL

CLERK

Stephen Prysunka
Mayor

Kimberly K Lane
Borough Clerk

EMPLOYMENT AGREEMENT FOR

BOROUGH CLERK

THIS AGREEMENT is made and entered into this 14th of January, 2014, between the CITY and BOROUGH OF WRANGELL, a Borough corporation, (hereinafter called the **BOROUGH**) and Kimberly K Lane, (hereinafter called the **CLERK**). In consideration of the mutual covenants herein contained, the Borough and **CLERK** agree as follows:

Section 1. Duties and Nature of Employment:

- A. **BOROUGH** hereby agrees to employ **CLERK**, and **CLERK** agrees to be employed by **BOROUGH**, in the position of Borough Clerk. **CLERK** is an at-will employee, exempt employee, who serves at the pleasure of the Borough Assembly for an indefinite term and shall have supervision and control of the borough clerk's office. **CLERK** is an administrative and/or executive employee of the legislative branch of borough government, and therefore **CLERK** is not entitled to receive overtime compensation. **CLERK** understands and agrees that she is exempt under the Fair Labor Standards Act (FLSA). The **CLERK** shall not be eligible for overtime or compensatory time provisions available to other employees of the Borough.
- B. The **CLERK** shall perform all duties and functions assigned to **CLERK** by law, and such other duties and functions as set out by the Charter, Borough code, ordinances of the **BOROUGH**, or by state law.

Section 2. Termination of Employment and Severance Pay

- A. Termination and Severance Payment - **CLERK** acknowledges and agrees that she will serve at the pleasure of the Assembly and that she may be removed at any time by the Assembly with or without cause. In the event she is terminated by the Assembly, the Borough agrees to pay her a lump sum cash payment equal to three (3) months' salary, plus an amount equal to 100% of her accrued personal leave, less required deductions, including taxes. This right to severance payment shall not apply in the event of her death or physical or mental inability to perform her duties as Borough **CLERK**, or if she is convicted of an unlawful act in the discharge of her duties or a crime involving dishonesty, or if she voluntarily resigns. Under no circumstances shall Borough Clerk be entitled to any more than three months' severance pay upon termination by the Borough. If Clerk terminates this Agreement at any time, with or without notice, **CLERK** is not entitled to any severance pay.
- B. Voluntary Resignation – If **CLERK** voluntarily resigns, she shall be entitled to payment of an amount equal to 100% of accrued personal leave, less required deductions, including taxes.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Assembly to terminate the services of **CLERK** at any time.

Section 3. Conditions of Employment:

CLERK shall receive the salary and benefits, and shall work under the terms and conditions,

specified below during the period from June 4, 2012, until either the **CLERK** or the **BOROUGH** terminates the Agreement. In accordance with the Wrangell Borough Code, the **CLERK** understands and acknowledges that this Agreement specifically does not guarantee her any term of employment and she specifically agrees and understands that she is not entitled to employment pursuant to this Agreement for any specified or guaranteed period of time.

Section 4. Salary and Benefits:

- A. **BOROUGH** agrees to pay **CLERK** for her services rendered pursuant hereto an annual base salary of grade 27, in accordance with the **CITY** and **BOROUGH OF WRANGELL** Personnel Rules and Regulations, payable in installments at the same time as other employees of the **BOROUGH** are paid. The Assembly may, but is not required, to review the **CLERK'S** performance every year after the effective date of this agreement. Upon satisfactory review, following the provisions established in the Personnel Rules and Regulations, and following the established Pay Plan adopted through resolution by the Borough Assembly, a step increase ~~shall~~ *may* be granted. The Assembly may, but is not required to, grant an increase in salary upon the **CLERK** attaining Certified Municipal Clerk Designation and Master Municipal Clerk Designation.
- B. Annual leave, sick leave, health insurance, life insurance, and contributions to the Alaska Public Employees Retirement System will be provided to the **CLERK** in accordance with the **CITY** and **BOROUGH OF WRANGELL** Personnel Policy as provided for all other employees.

Section 5. Dues and Subscriptions:

BOROUGH agrees to budget and to pay the dues of **CLERK** for membership in professional and civic organizations and subscriptions of **CLERK** necessary for her continuation and full participation in national, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the **BOROUGH**.

Section 6. Professional Development:

- A. **BOROUGH** may, in its sole discretion, pay the travel and expenses of **CLERK** for professional and official travel, meetings, and occasions adequate to continue the professional development of **CLERK** and to adequately pursue necessary official and other functions for **BOROUGH**, including but not limited to, the International Institute of Municipal Clerks, the Alaska Municipal League, and the Alaska Association of Municipal Clerks, and any other meeting which the Assembly shall designate.
- B. **BOROUGH**, in its sole discretion, may pay for the travel and expenses of **CLERK** for short courses, institutes, and seminars that are determined to be necessary for her professional development and for the good of **BOROUGH** as approved by Assembly.

Section 7. Indemnification:

BOROUGH agrees to defend, save and hold harmless, and indemnify **CLERK** against any tort claim, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission by **CLERK** arising out of the course and scope of her employment; provided, however, that the Borough's obligation to defend and

indemnify Clerk shall not, however, extend to any acts or omissions of Clerk of malfeasance or which are beyond the scope of Clerk's employment with the Borough. The Borough or its insurer shall have the authority to settle and pay any such claims or suit. The Borough may utilize, to the extent it is available, any applicable insurance coverage, which the Borough has procured. To the extent not inconsistent with the above, nothing contained in this provision shall be interpreted as limiting or diminishing the Borough's legal right against Clerk.

Section 8. General Provisions:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of **CLERK**.
- C. This Agreement, subject to the provisions of Section 2 hereof, shall become effective commencing January 1, 2014, and extend until terminated by either the **CLERK** or **ASSEMBLY**.
- D. This Agreement shall be for an indefinite term commencing on January 1, 2014, and continuing until the **CLERK** resigns or is terminated. The terms of this Agreement shall continue in full force and effect unless both parties agree in writing to amend any or all of the terms of this Agreement. Clerk understands and agrees that no Borough employee, nor the Mayor nor any individual member of the Borough Assembly, has any authority to make any promises to Clerk, nor any authority to modify or alter the terms and conditions of this Agreement.
- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. This Agreement shall be construed according to the laws of the State of Alaska.
- G. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Agreement.

Section 9: Mediation:

As a condition precedent to filing any action in court with respect to any dispute arising out of or relating to this Agreement or arising out of or relating to **CLERK'S** employment with the Borough, **CLERK** agrees to submit that dispute to mediation with a professional mediator mutually agreed to by **CLERK** and the **BOROUGH**, and **CLERK** agrees to make a good faith effort to resolve the dispute in mediation.

Section 10: Acknowledgement of Representation:

Clerk acknowledges that she has had a full opportunity to consult with attorneys of her choice before signing this Agreement. Clerk acknowledges that she is not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or

Assembly members of the Borough in entering this Agreement, and she further acknowledges that she has not received and is not relying on any legal advice or representations by the Borough's attorneys.

Section 12. Notices:

Notices pursuant to this Agreement shall be given by personal delivery or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Borough: The City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

- (2) Employee: Kim Lane
P.O. Box 1841
Wrangell, AK 99929

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF the parties have executed this Agreement on this 14th day of January, 2014.

CITY AND BOROUGH OF WRANGELL (BOROUGH)

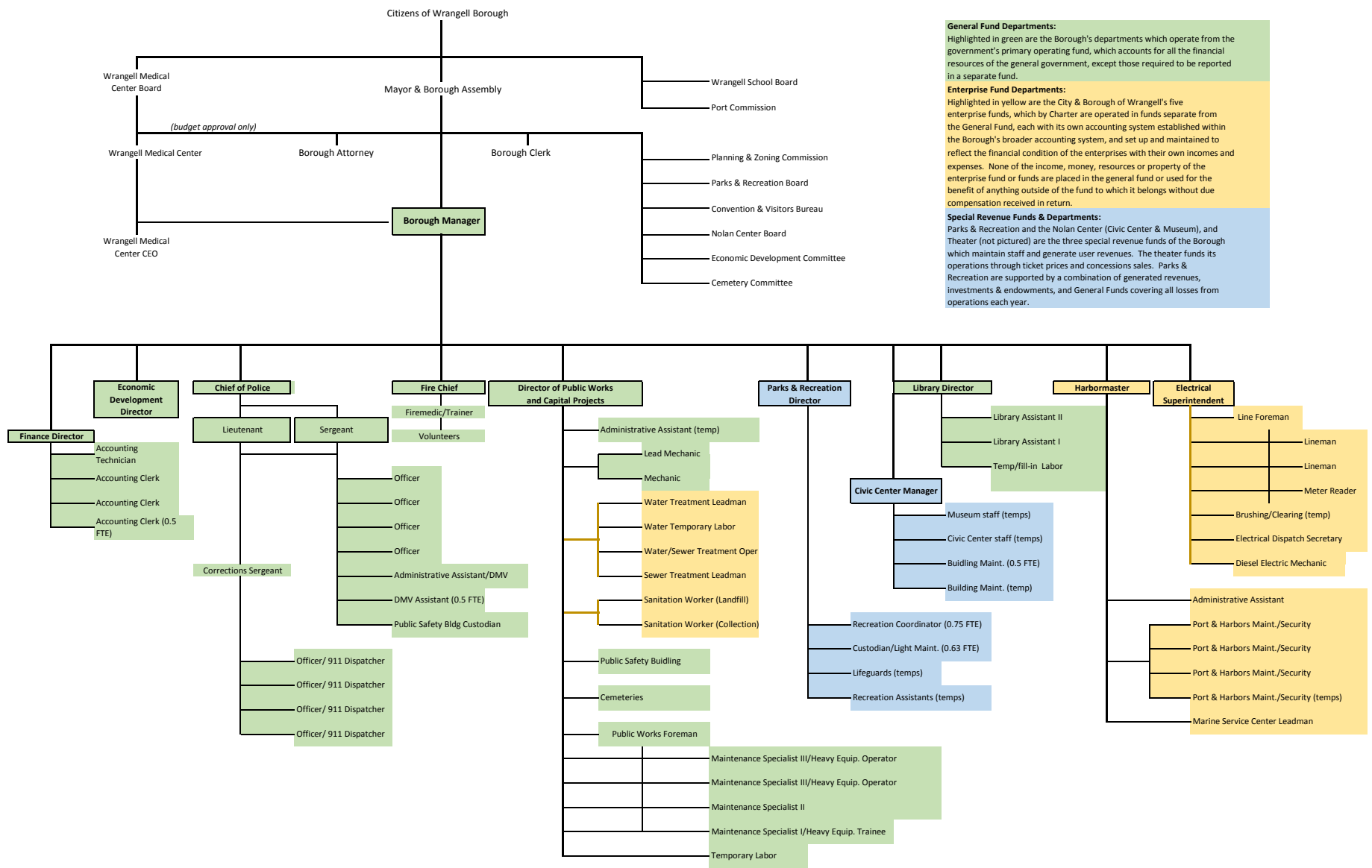
CLERK



David L. Jack
Mayor



Kimberly K. Lane
Borough Clerk



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

AGENDA ITEM TITLE:

DATE:

April 30, 2019

Agenda NO.

15a

EXECUTIVE SESSION: Mill Property Purchase Update

SUBMITTED BY:

Lisa Von Barga, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 19: \$

FY 20: \$

FY21: \$

Amount Budgeted:

FY19 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

☐

Commission, Board or Committee

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS:

RECOMMENDATION MOTION:

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the update to the proposed purchase of the Mill Site property.

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

AGENDA ITEM TITLE:

DATE:

April 30, 2019

Agenda NO.

15b

EXECUTIVE SESSION: Borough Clerk's Proposed Contract and Update to Job Description

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: N/A

FY 19: \$

FY 20: \$

FY21: \$

Amount Budgeted:

FY19 N/A

Account Number(s):

N/A

Account Name(s):

N/A

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations



Commission, Board or Committee

Name(s)

Name(s)



Attorney



Insurance

ATTACHMENTS: 1. Proposed Clerk's Contract; 2. Existing Clerk's Contract; 3. Proposed Job Description amendment; 4. Organizational Chart.

RECOMMENDATION MOTION:

I move, pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically to discuss the Borough Clerk's Proposed Contract.

After the Assembly comes back into the Regular Assembly Session, the Assembly will consider items 13l and 13m.

The following content is identical to the 13l Agenda Statement.

On April 9, 2019, the Borough Assembly evaluated the Borough Clerk in Executive Session. Two Assembly Members were selected to negotiate the Borough Clerk's contract.

After meeting with the negotiating team, the Borough Clerk and the negotiating team settled on the following:

- Amend the Borough Clerk's Job Description and Title;
- Remove the Borough Clerk position from the Non-Union Wage & Grade Table;
- Make the salary negotiated moving forward as it is a contract position;
- Increase the Borough Clerk's current wage to \$85,000 per year;
- Provide a car allowance of \$250 per month;
- Provide a cell phone reimbursement amount equal to the city cell phone plan amount;
- Allow for 15% of hourly wage increase when acting as Borough Manager (in the Borough Manager's absence), not to exceed \$2,000 annually.

During negotiations, the team and the Clerk reviewed the Clerk's Job Description and made amendments to reflect the actual job duties and added some additional duties. Those changes are reflected in the proposed amended Job Description.

The Clerk's current salary is \$76,960. The negotiated starting salary of \$85,000 on the Clerk's proposed contract is based on the job description title change from **Borough Clerk** to **Borough Clerk/Acting Borough Manager** and on the considerable amendments/additions to the job description. The increase that is being proposed is equivalent to \$3.87 per hour (from \$37.00 per hour to 40.87 per hour). Removing the Borough Clerk from the Non-Union Wage & Grade table was a request the Clerk made during her review on April 9, 2019. The Clerk is a part of the Executive Team within the City. It is an upper administrative position and is a contract position similar to the Manager and Borough Attorney. The Clerk has had a contract since 2013 but has remained on the wage & grade table.

Each year the Clerk received a one-step increase which equated to an increase of about .70. She received a two-step increase in 2013 when she received her certification as a Certified Municipal Clerk (CMC), and she received another two-step increase in 2015 when she received her certification as a Master Municipal Clerk (MMC). Those two additional step-increases were a condition in her 2013 contract. The contract stated that she would receive an additional step increase when she obtained her CMC and then another when she obtained her MMC. She worked very hard to obtain those certifications. Being a Master Municipal Clerk means that she can provide the very best service to the Assembly, the City, and the residents of Wrangell.

As stated below, the Clerk does not receive, and has never received overtime pay. Her proposed amended contract states that she will also not be entitled to receive compensatory (Comp) time. The higher wage is appropriate because she is expected, as a salaried, executive administrative position, to work her normal hours plus any additional time, as needed.

If you were to look just at the Assembly meeting times that the Clerk worked in any given year (averaging an understated 6 hours a month), that straight-time hourly pay would equate to just under \$3000; and if she were to be paid overtime, it would equate to just under \$4000. Of course, this is an estimate and she is only stating this as an example however, that does not consider the

14-hour election day that she works every year, or any other Work Sessions or Special meetings that she works.

As the Assembly is aware, the Clerk is a one-woman-show. Although she technically has a deputy, that position only acts as Clerk in the Clerk's absence. With the new agenda management system (Municode Meetings), if the Clerk has internet connection, she can perform agenda tasks when she is out of the office. Whether she is on vacation or away at training, she is still working. The last two vacations that the Clerk took, she spent a considerable amount of time on her phone (responding to emails, texting, on the Website, and on phone calls). Also, regarding the Deputy Clerk position, the Clerk does not ask the Deputy Clerk to assist with any part of her job when she is in the office.

In looking at how other Clerk offices in Alaska operate, most of those have a full-time Deputy Clerk and, in some instances, they have an additional Records Manager or Administrative Assistant. In the case of the Ketchikan Gateway Borough, they have a Borough Clerk, Deputy Clerk, and a full time Records Manager in their department. The Petersburg Clerk's office and the City of Ketchikan both have a full time Clerk and a Deputy Clerk. The City of Sitka has a full time Clerk, Deputy Clerk, and an Administrative Coordinator. Those are just a few examples. All those positions are full time and benefited. As a single staff member, the Wrangell Clerk is required to fulfill the same obligations as the other communities mentioned above. Doing more with less (as the Mayor said at the public meeting) is what the Clerk does, and she is happy to do it.

Cell Phone Reimbursement: The Clerk is almost always accessible and replies to texts (and emails) from Assembly Members, the Manager, staff, or the general public several times a week after hours, on weekends, and when out of town vacation or away at training. Also note that once she replies, she almost always ends up with several texts or emails back and forth (conversation). The Clerk's work email is accessible on her cell phone and on her iPad. She responds to emails, posts public notices, and updates the agenda whenever required, no matter what time of day it is, or what day of the week it is. In the seven years that she has been with the City, the Clerk has never been offered a Borough cell phone or been reimbursed for the use of her cell phone.

Car Stipend: The Clerk uses her vehicle for posting notices and regularly transports people here for Borough business to and from the airport. She also uses her vehicle for elections (supplies, sandwich boards, etc.). Additionally, she uses her vehicle in assisting the Borough Manager for work travel in picking up her luggage, taking it to the airport (outbound) and picking her luggage up and taking it to her house (inbound).

Acting Borough Manager: The Clerk has served in the capacity of the acting Borough Manager several times in the last seven years. Over the past year and a half, the Manager has selected the Clerk to serve as the acting Borough Manager whenever she is absent. Although the Clerk does not make major decisions (unless the Manager were to be unreachable for some reason and, in that case, the Clerk must) the Clerk is still the initial point of contact whenever someone (staff, Assembly, or the general public) comes in to see the Borough Manager. Because the Clerk has been in the upper administration role for the City for the past seven years, she has general knowledge of what is expected of the Borough Manager.

The Clerk's amended contract states that she will receive 15% of her hourly rate of pay when acting in the capacity of the Borough Manager (in her absence). However, there is a \$2,000 annual cap on the acting pay (which is just over 40 days).

When we look at how other Borough employees are paid for acting pay, there is no cap and often, they will receive overtime pay. Remember, the Clerk does not receive (nor is she asking for) overtime pay. Her amended contract also states that she will not take any compensatory (Comp) time.

Annual Impacts:

- \$85,000 (\$40.87 per hour (increase of **\$3.87** per hour))
 - **The annual impact would be \$8,050**
- The PERS contribution for the Clerk will increase by the equivalent of 22% on the new level of salary
 - **The annual impact would be \$1,771**
- Add a monthly car allowance of \$250
 - **The annual impact would be \$3,000**
- Add a monthly cell phone allowance of the current Borough policy amount (currently \$57.45)
 - **The annual impact would be \$689.40**
- Add a 15% acting pay when acting in the capacity of the Borough Manager up to \$2,000 annually (maximum).
 - **The annual impact could be up to \$2,000**

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st of May 2019, between the CITY AND BOROUGH OF WRANGELL, a home rule borough organized and operating under the laws of the State of Alaska (“**BOROUGH**”), and KIMBERLY K. LANE, (“**CLERK**”). In consideration of the mutual covenants herein contained, the Borough and **CLERK** hereby agree as follows:

SECTION 1: NATURE OF EMPLOYMENT & DUTIES

- A. **BOROUGH** hereby agrees to employ **CLERK**, and **CLERK** agrees to be employed by **BOROUGH**, in the position of Borough Clerk. **CLERK** is an at-will employee who serves at the pleasure of the Borough Assembly for an indefinite term. **CLERK** is an administrative and/or executive employee of the legislative branch of borough government. **CLERK** understands and agrees that as such she is exempt from the requirements of the Fair Labor Standards Act (FSLA) and is not entitled to receive overtime compensation.
- B. The **CLERK** shall have supervision and control of the borough clerk’s office and shall perform all duties and functions assigned to **CLERK** by law, including such duties and functions established by the Charter and ordinances of the borough or by any state law made specifically applicable to home rule boroughs in Alaska.
- C. During such periods when the Borough Manager is absent from the Borough, **CLERK** shall serve as Acting Borough Manager, subject to the provisions of Section 4(D) of this Agreement.

SECTION 2: TERM

- A. This Agreement shall remain in effect until terminated or amended by the Parties.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Borough Assembly’s right to terminate the services of **CLERK** at any time.

SECTION 3: TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- A. **CLERK** acknowledges and agrees that she will serve at the pleasure of the Borough Assembly, which shall have the right to terminate her employment at any time with or without cause. In the event **CLERK** is terminated by the Assembly, or the Assembly requests her resignation, **BOROUGH** shall pay **CLERK** a lump sum cash payment equal to **SIX (6) months’** salary, plus an amount equal to 100% of her accrued personal leave, less required deductions, including taxes. This right to severance payment shall not apply

in the event of **CLERK'S** death, or if she becomes physically or mentally incapable of performing her essential duties as Borough Clerk, if she is convicted of an unlawful act in the discharge of her duties or a crime involving dishonesty, or if she voluntarily resigns.

- B. Should **CLERK** voluntarily resign, she shall be entitled to payment of an amount equal to 100% of accrued personal leave, less required deductions, including taxes, but shall not be entitled to any severance pay pursuant to Section 3(A) of this Agreement.

SECTION 4: SALARY AND BENEFITS

- A. **CLERK'S annual salary shall be \$85,000,** which shall be paid in installments at the same time that the **BOROUGH'S** other employees are paid. **CLERK'S** performance shall be reviewed every year during the anniversary month of this Agreement. Upon satisfactory review, an increase may be granted.
- B. Annual leave, sick leave, health insurance, life insurance, and contributions to the Alaska Public Employees Retirement System will be provided to the **CLERK** in accordance with the **BOROUGH'S** Personnel Rules and Regulations as provided for all other employees. Upon separation, accrued annual leave shall be paid to **CLERK** in accordance with the **BOROUGH'S** Personnel Rules and Regulations. No compensatory time will be granted.
- C. **BOROUGH shall provide to CLERK an additional \$250.00 per month as a stipend in lieu of use of a Borough-owned vehicle.** **CLERK** acknowledges and agrees that no additional amount for fuel, insurance, repairs or maintenance shall be paid to her by **BOROUGH**.
- D. **When CLERK serves as Acting Borough Manager, she shall be paid in addition to her salary an amount equal to FIFTEEN PERCENT (15%)** of her base rate of pay. Such payments shall not exceed \$2,000.00 annually.

SECTION 5: DUES AND SUBSCRIPTIONS

BOROUGH agrees to pay the dues for **CLERK'S** membership in professional and civic organizations, as well as for subscriptions necessary for **CLERK** full participation in national, state, and local associations and organizations necessary and desirable for her continued professional development, growth, advancement, and for the good of the **BOROUGH**.

SECTION 6: PROFESSIONAL DEVELOPMENT

- A. **BOROUGH** hereby agrees to pay the travel and subsistence expenses, in accordance with **BOROUGH'S** Personnel Rules and Regulations, for **CLERK'S** professional and

official travel, meetings, and occasions necessary to continue **CLERK'S** professional development, and to adequately perform her official and other functions for **BOROUGH**, including but not limited to, attendance at meetings of the International Institute of Municipal Clerks, the Alaska Municipal League, the Alaska Association of Municipal Clerks, and such other meeting which the Assembly shall designate.

- B. **BOROUGH** also agrees to pay for the travel and subsistence expenses, in accordance with **BOROUGH'S** Personnel Rules and Regulations, for **CLERK'S** completion of short courses, institutes, and seminars necessary for her professional development and for the good of **BOROUGH**, as approved by Assembly.

SECTION 7: INDEMNIFICATION

BOROUGH agrees to defend, save and hold harmless, and indemnify **CLERK** against any tort claim, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission by **CLERK** arising out of the course and scope of her employment; provided, however, that the Borough's obligation to defend and indemnify **CLERK** shall not extend to any acts or omissions of **CLERK** amounting to malfeasance, or which are beyond the scope of **CLERK's** employment with the Borough. The Borough or its insurer shall have the authority to settle and pay any such claims or suit. The Borough may utilize, to the extent available, any applicable insurance coverage, which the Borough has procured. To the extent not inconsistent with the above, nothing contained in this provision shall be interpreted as limiting or diminishing the Borough's legal rights with respect to **CLERK**.

SECTION 8: GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of **CLERK'S** heirs-at-law and executors.
- C. This Agreement shall be for an indefinite term commencing on May 1, 2019, and its terms shall continue in full force and effect from year to year unless terminated or otherwise modified by the parties in writing.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- E. This Agreement shall be interpreted and enforced according to the laws of the State of Alaska.
- F. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to the Agreement.

SECTION 9: OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. **CLERK** has declined the option of using a Borough vehicle in the performance of her official functions and duties, and understands that she may be held personally liable for any accident or incident involving the use of her personal vehicle for such official functions and duties either in whole or in part. **CLERK'S** personal liability in such situations is not within **BOROUGH'S** control and/or decision-making authority. **CLERK** fully understands and accepts the risk outlined in this paragraph. This provision in no way constitutes any guarantee that **BOROUGH'S** general liability insurance or automobile liability insurance will apply to any accident or incident involving the use of **CLERK'S** personal vehicle, and **CLERK** acknowledges that decisions regarding coverage and the defense and/or indemnification of **CLERK** under such policies shall be determined solely by the insurer. **CLERK** fully understands and accepts all of the risks outlined in this paragraph.
- B. **BOROUGH** agrees to provide **CLERK** with a cell phone under the Borough's cell phone group plan. Should **CLERK** choose to use her own cell phone in lieu of that provided by **BOROUGH**, **BOROUGH** agrees to pay **CLERK** \$57.45 per month, which is equal to the rate **BOROUGH** currently pays for each Borough cell phone.

IN WITNESS WHEREOF the Parties have executed this Agreement on this ____ day of May 2019.

CITY AND BOROUGH OF WRANGELL

CLERK

Stephen Prysunka
Mayor

Kimberly K Lane
Borough Clerk

EMPLOYMENT AGREEMENT FOR

BOROUGH CLERK

THIS AGREEMENT is made and entered into this 14th of January, 2014, between the CITY and BOROUGH OF WRANGELL, a Borough corporation, (hereinafter called the **BOROUGH**) and Kimberly K Lane, (hereinafter called the **CLERK**). In consideration of the mutual covenants herein contained, the Borough and **CLERK** agree as follows:

Section 1. Duties and Nature of Employment:

- A. **BOROUGH** hereby agrees to employ **CLERK**, and **CLERK** agrees to be employed by **BOROUGH**, in the position of Borough Clerk. **CLERK** is an at-will employee, exempt employee, who serves at the pleasure of the Borough Assembly for an indefinite term and shall have supervision and control of the borough clerk's office. **CLERK** is an administrative and/or executive employee of the legislative branch of borough government, and therefore **CLERK** is not entitled to receive overtime compensation. **CLERK** understands and agrees that she is exempt under the Fair Labor Standards Act (FLSA). The **CLERK** shall not be eligible for overtime or compensatory time provisions available to other employees of the Borough.
- B. The **CLERK** shall perform all duties and functions assigned to **CLERK** by law, and such other duties and functions as set out by the Charter, Borough code, ordinances of the **BOROUGH**, or by state law.

Section 2. Termination of Employment and Severance Pay

- A. Termination and Severance Payment - **CLERK** acknowledges and agrees that she will serve at the pleasure of the Assembly and that she may be removed at any time by the Assembly with or without cause. In the event she is terminated by the Assembly, the Borough agrees to pay her a lump sum cash payment equal to three (3) months' salary, plus an amount equal to 100% of her accrued personal leave, less required deductions, including taxes. This right to severance payment shall not apply in the event of her death or physical or mental inability to perform her duties as Borough **CLERK**, or if she is convicted of an unlawful act in the discharge of her duties or a crime involving dishonesty, or if she voluntarily resigns. Under no circumstances shall Borough Clerk be entitled to any more than three months' severance pay upon termination by the Borough. If Clerk terminates this Agreement at any time, with or without notice, **CLERK** is not entitled to any severance pay.
- B. Voluntary Resignation – If **CLERK** voluntarily resigns, she shall be entitled to payment of an amount equal to 100% of accrued personal leave, less required deductions, including taxes.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Assembly to terminate the services of **CLERK** at any time.

Section 3. Conditions of Employment:

CLERK shall receive the salary and benefits, and shall work under the terms and conditions,

specified below during the period from June 4, 2012, until either the **CLERK** or the **BOROUGH** terminates the Agreement. In accordance with the Wrangell Borough Code, the **CLERK** understands and acknowledges that this Agreement specifically does not guarantee her any term of employment and she specifically agrees and understands that she is not entitled to employment pursuant to this Agreement for any specified or guaranteed period of time.

Section 4. Salary and Benefits:

- A. **BOROUGH** agrees to pay **CLERK** for her services rendered pursuant hereto an annual base salary of grade 27, in accordance with the **CITY** and **BOROUGH OF WRANGELL** Personnel Rules and Regulations, payable in installments at the same time as other employees of the **BOROUGH** are paid. The Assembly may, but is not required, to review the **CLERK'S** performance every year after the effective date of this agreement. Upon satisfactory review, following the provisions established in the Personnel Rules and Regulations, and following the established Pay Plan adopted through resolution by the Borough Assembly, a step increase ~~shall~~ *may* be granted. The Assembly may, but is not required to, grant an increase in salary upon the **CLERK** attaining Certified Municipal Clerk Designation and Master Municipal Clerk Designation.
- B. Annual leave, sick leave, health insurance, life insurance, and contributions to the Alaska Public Employees Retirement System will be provided to the **CLERK** in accordance with the **CITY** and **BOROUGH OF WRANGELL** Personnel Policy as provided for all other employees.

Section 5. Dues and Subscriptions:

BOROUGH agrees to budget and to pay the dues of **CLERK** for membership in professional and civic organizations and subscriptions of **CLERK** necessary for her continuation and full participation in national, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the **BOROUGH**.

Section 6. Professional Development:

- A. **BOROUGH** may, in its sole discretion, pay the travel and expenses of **CLERK** for professional and official travel, meetings, and occasions adequate to continue the professional development of **CLERK** and to adequately pursue necessary official and other functions for **BOROUGH**, including but not limited to, the International Institute of Municipal Clerks, the Alaska Municipal League, and the Alaska Association of Municipal Clerks, and any other meeting which the Assembly shall designate.
- B. **BOROUGH**, in its sole discretion, may pay for the travel and expenses of **CLERK** for short courses, institutes, and seminars that are determined to be necessary for her professional development and for the good of **BOROUGH** as approved by Assembly.

Section 7. Indemnification:

BOROUGH agrees to defend, save and hold harmless, and indemnify **CLERK** against any tort claim, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission by **CLERK** arising out of the course and scope of her employment; provided, however, that the Borough's obligation to defend and

indemnify Clerk shall not, however, extend to any acts or omissions of Clerk of malfeasance or which are beyond the scope of Clerk's employment with the Borough. The Borough or its insurer shall have the authority to settle and pay any such claims or suit. The Borough may utilize, to the extent it is available, any applicable insurance coverage, which the Borough has procured. To the extent not inconsistent with the above, nothing contained in this provision shall be interpreted as limiting or diminishing the Borough's legal right against Clerk.

Section 8. General Provisions:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of **CLERK**.
- C. This Agreement, subject to the provisions of Section 2 hereof, shall become effective commencing January 1, 2014, and extend until terminated by either the **CLERK** or **ASSEMBLY**.
- D. This Agreement shall be for an indefinite term commencing on January 1, 2014, and continuing until the **CLERK** resigns or is terminated. The terms of this Agreement shall continue in full force and effect unless both parties agree in writing to amend any or all of the terms of this Agreement. Clerk understands and agrees that no Borough employee, nor the Mayor nor any individual member of the Borough Assembly, has any authority to make any promises to Clerk, nor any authority to modify or alter the terms and conditions of this Agreement.
- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. This Agreement shall be construed according to the laws of the State of Alaska.
- G. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Agreement.

Section 9: Mediation:

As a condition precedent to filing any action in court with respect to any dispute arising out of or relating to this Agreement or arising out of or relating to **CLERK'S** employment with the Borough, **CLERK** agrees to submit that dispute to mediation with a professional mediator mutually agreed to by **CLERK** and the **BOROUGH**, and **CLERK** agrees to make a good faith effort to resolve the dispute in mediation.

Section 10: Acknowledgement of Representation:

Clerk acknowledges that she has had a full opportunity to consult with attorneys of her choice before signing this Agreement. Clerk acknowledges that she is not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or

Assembly members of the Borough in entering this Agreement, and she further acknowledges that she has not received and is not relying on any legal advice or representations by the Borough's attorneys.

Section 12. Notices:

Notices pursuant to this Agreement shall be given by personal delivery or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Borough: The City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
- (2) Employee: Kim Lane
P.O. Box 1841
Wrangell, AK 99929

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

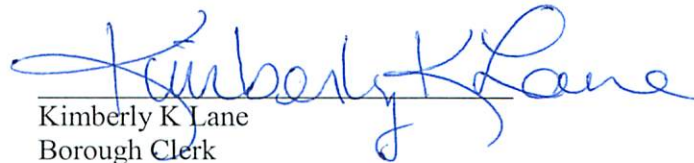
IN WITNESS WHEREOF the parties have executed this Agreement on this 14th day of January, 2014.

CITY AND BOROUGH OF WRANGELL (BOROUGH)

CLERK



David L. Jack
Mayor



Kimberly K. Lane
Borough Clerk

City & Borough of Wrangell

Position Description

Position: Borough Clerk/ <u>Acting Borough Manager</u>	Position Number:
Department/Site: Administration	FLSA: Exempt
Evaluated by: Borough Assembly	Salary Grade: <u>Contracted 27</u>

Summary

The Borough Clerk is responsible for all areas as set forth in Alaska Statute 29.20.380. The Borough Clerk ~~maintains of the~~ is responsible for maintaining City and Borough Codes, and is the custodian of permanent public records, including archives. The position ensures accurate documentation of City/Borough government activity through supporting and recording of the Assembly proceedings and managing the disposition of public records and archives. Provides executive-level assistance to the Borough Manager. Supervises and conducts all City elections. The Borough Clerk acts as Borough Manager when the Borough Manager is absent.

Distinguishing Career Features

The Borough Clerk is an appointed position as designated by charter. The position combines statutory responsibility for records, official documents, and elections with advanced administrative support to the Assembly and Borough Manager. Advancement to this position is by appointment, compliance with the job's qualifications, and a demonstrated ability to organize official proceedings and processes and develop and maintain complex record management and retention systems.

Essential Duties and Responsibilities

- Administers the statutory obligations of the Borough Clerk, including but not limited to maintaining the official Seal, serving as the City/Borough's historian and archivist, serving as chief election officer, and developing and implementing a comprehensive records management and archiving system.
- Prepares, reviews, and edit the Borough Assembly meeting agendas, minutes, recollections, transcripts and action letters. Reviews the agenda and documentation package, ensuring completeness and compliance with legal requirements. Reviews and ensures that agenda items and supporting documents are complete with the information that the Assembly needs.
- Attends Borough Assembly meetings to assure recording of proceedings and entering of documents into permanent record.
- Acts as the Borough Manager in the Borough Managers absence.
- Administers oaths of office and other oaths and affirmations and certifies affidavits. Acts as a notary for municipal documents.
- Provides Notary services to the general public.
- Serves as custodian of official records and archives including and not limited to codes, ordinances, resolutions, contracts, agreements, deeds, reports, elections, and claims against the City/Borough. Receives and certifies official documents.
- Maintains up-to-date City/Borough codes, properly indexed and referenced. Maintains distribution lists for communication of new, revised and amended codes.
- Maintains the City/Borough Records Retention Schedule in accordance with the State of Alaska Schedule #300.1.
- Performs annual records transfers (archives) and records destruction in accordance with

the City/Borough Records Retention Schedule.

- Manages all CBW land leases.
- Provides training for the Deputy Borough Clerk.
- *—Serves as elections supervisor for City/Borough. Coordinates and conducts elections. Researches election laws to ensure continuous compliance with legal publication and other requirements for elections. Prepares the handbook of candidate profiles or ballot measures and coordinates printing and mailing. Oversees voter registration. Maintains up-to-date elections statutes for processes such as bond measures, initiatives, referendums and referrals to accurately and timely conduct the elections. Provides training of election workers and supervises election day activities.
- Provides official notification to the community for public hearings and legal advertising of notices.
- Provides advanced administrative and technical support to the Borough Manager and Assembly. Coordinates and performs certain aspects of special projects on behalf of the top administrative team such as but not limited to organizational, operational and investigative reviews. Collaborates with city staff and assist in the implementation of goals, objectives and policies, as needed. Maintains professional confidentiality.
- Prepares professional correspondence and reports on behalf of the Assembly and Borough Manager.
- Research City/Borough files, documents, archives, and other materials to provide information to the Assembly, general public, and departments.
- Prepare papers and record liens and easements for City/Borough-owned and privately-owned property.
- Updates and maintains the municipal code in relation to the rules and ~~policy~~ manual procedures for the Borough Assembly. Updates the web pages dealing with all Assembly items.
- Serves as the Public Information Officer (PIO) for Water Watch publications and notifications. Provides Public Service Announcements (PSA) when needed.
- Assists and makes notifications within Social Media sites and the City/Borough Website in relation to city business.
- Maintains, trains, and assists City/Borough staff and Assembly with the Municode Agenda Management platform system.
- Provide support to the Assembly and Manager with electronic devices.
- Provides annual Open Meetings Act and Parliamentary training for all City/Borough elected and appointed officials.
- Schedules and maintains Assembly action for the Code Review Committee.
- Provides “FYI’s” in the form of an emailed report to the Assembly, when necessary, to keep them notified of upcoming need-to-know items.
- Maintains and provides copies upon request of official records and documents in accordance with AS 40.25.110, Public Records Open to Inspection and Copying.
- Certifies official documents as to authenticity for staff, other jurisdictions or citizens, with appropriate verification. Attests the Borough Manager's or the Assembly's original signatures on official documents and applies the City/Borough Seal as appropriate.
- Acts as liaison between government officials and staff, and between municipality and community.
- Acts as parliamentary advisor to the Assembly, City Boards, and Commissions.
- Composes ordinances, resolutions, and proclamations.
- Maintains administrative oversight of the Memorial and Sunset Gardens Cemeteries; assigns plots, niches in the columbarium, assists with the ordering of niche plates and memorial plaques. Maintains all official records for Memorial and Sunset Gardens Cemeteries. ~~cemetery records.~~
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

▪ Knowledge and Skills

- The position requires a working knowledge of the principles and practices of public administration for elected and appointed assembly/commission operations, organization, and work processes.
- Requires specialized knowledge of the principles, legal requirements, and techniques used in records management, including retention scheduling, archiving, storage, public access, and destruction.
- Requires in-depth knowledge of laws, regulations, and codes applicable to the Borough Clerk's areas of responsibility.
- Requires an advanced knowledge of personal computer-based software programs that support this level of work, including but not limited to word processing, spreadsheet, presentation graphics, desktop publishing, web page editing, and data entry onto custom databases.
- Requires sufficient math skills to perform financial and statistical record keeping. Requires well-developed knowledge of proper English usage, grammar, spelling, and punctuation to prepare professional correspondence.
- Requires well-developed human relations skill to work cooperatively with diverse teams, assign work to others inside and outside the department, speak to diverse audiences in public meetings, exercise patience when dealing with internal and external customers, and convey technical concepts.

▪ Abilities

- Requires the ability to plan, sequence, and integrate the functions and processes supporting Borough Assembly proceedings.
- Requires the ability to maintain the City/Borough Code.
- Requires the ability to understand, interpret, explain and apply laws, codes, and regulations applicable to the Borough Clerk responsibilities.
- Requires the ability to organize, interpret, and explain records management, retention and access policies and requirements to officials, managers and the public.
- Requires the ability to edit and update internet web pages for the Assembly. Requires the ability to prepare spreadsheets, graphs, and charts.
- Requires the ability to enter, import, and export data to and from databases. Requires the ability to plan, organize and prioritize work to meet schedules and timelines.
- Requires the ability to work as a contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City/Borough and its services.
- Requires the ability to develop and maintain productive work relationships with elected and appointed officials.

Physical Abilities

- The position incumbent must be able to function indoors in an office environment engaged in work of primarily a sedentary nature.
- Requires ambulatory ability to sit for extended periods of time, to utilize ~~microcomputers and peripheral equipment~~ computers and other office equipment, accomplish other desktop work, ~~and to move to various campus locations.~~
- Requires the ability to use near vision to read printed materials.
- Requires auditory ability to carry on conversations in person and over the phone.
- Requires the ability to retrieve work materials from overhead, waist, and ground level files.

- Requires manual and finger dexterity to write, use a pointing device and keyboard at an advanced rate, operate ~~microcomputer~~computers, and to operate other standardized office equipment, almost constantly requiring repetitive motions.

▪ **Education and Experience**

The position ~~typically requires a bachelor's degree in public administration or the equivalent and to at least three years of progressive administrative support or records management experience, and at least three years' experience as a Deputy Clerk or a City/Borough Clerk.~~ Additional relevant paralegal or public policy experience and archivist or records management certification may substitute for some higher education.

▪ **Licenses and Certificates**

- Requires possession of professional certification (Certified Municipal Clerk, CMC) with the International Institute of Municipal Clerks (IIMC). If this certification requirement is not met upon appointment, must be attained within eighteen months of appointment. Master Municipal Clerk (MMC) certification is optimally desired.
- ~~May require~~Requires a valid Alaska Driver's License.
- Notary Public.

▪ **Working Conditions**

Work is performed indoors where minimal safety considerations exist.

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

