



City and Borough of Wrangell
Borough Assembly Meeting
AGENDA

Tuesday, February 08, 2022
6:00 PM

Location: **ZOOM Teleconference**

If you would like to call into the meeting to speak under Persons to be Heard, please contact the Borough Clerk at 907-874-2381 or email: clerk@wrangell.com no later than Tuesday, February 8, 2022 at 4:00 p.m.

To Join by Computer:

<https://zoom.us/j/9078742381?pwd=MTNqSEdnciRvakh2UCtMVUNxMndYUT09>

And Enter the Meeting ID: 907 874 2381

Then Enter Password: 99929

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. CEREMONIAL MATTERS
 - i. USFS 10-Minute Update (District Ranger, Clint Kolarich)

2. ROLL CALL

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

- a. Emailed Correspondence from Jackie Demontigny

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

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

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

- a. **ORDINANCE No. 1017** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.192, 15.12.200, 15.12.210, 15.12.215, AND 15.12.222 IN CHAPTER 15.12, ELECTRICITY AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE FEES TO THE ESTABLISHED FEE AND RATE SCHEDULE

- [b.](#) **ORDINANCE No. 1018** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 5.14, BOROUGH BUDGET BY ADDING SECTION 5.14.030, INTERFUND LENDING IN THE WRANGELL MUNICIPAL CODE
- [c.](#) **ORDINANCE No. 1019** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 5.02, INVESTMENT OF BOROUGH FUNDS BY ADDING SUBSECTION E TO SECTION 5.02.050, INVESTMENTS, IN THE WRANGELL MUNICIPAL CODE
- [d.](#) Minutes from the Regular Borough Assembly meeting held January 25, 2022
- [e.](#) CORRESPONDENCE AK Mental Health Trust Authority Land Sale

7. Borough Manager's Report

- [a.](#) Borough Managers Report
- [b.](#) 2021 Wrangell Police Department Statistics

8. BOROUGH CLERK'S FILE

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

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING – None.

12. UNFINISHED BUSINESS – None.

13. NEW BUSINESS

- [a.](#) **Discussion Item:** Assembly Direction regarding Borough Attorney Professional Services Agreement
- [b.](#) **Discussion Item:** Assembly Direction regarding Lobbying Professional Services Agreement

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

15. EXECUTIVE SESSION – None.

16. ADJOURNMENT

Information for the Mayor & Council

Jan. 24, 2021

Recently there was a break in the City water main on my street requiring the water to be shut off for a few hours. After the water was turned back on, my kitchen faucet ran an incredibly nasty, discolored water (pictured below). I called City Hall and reported it, the response was to let my water run to flush it out, which I did over the course of a few days. I think it was some kind of oil, but the million dollar question is what is it? And where did it come from?

Water samples were taken by Public Works and sent out to a lab, we are awaiting results. Even if the tests come back showing nothing in the water, I'm going to have a hard time believing the water is safe to drink. Regardless of results, it seems kind of important to figure out the source and how this type of contamination is getting into the water system. There is a fair amount of contamination in the neighborhood with multiple "removed and remediated" buried oil tanks and reported spill at AT&T tower in the past, so it may be due to groundwater contamination.

Currently a number of people on City water haul drinking water from the 9-mile pipe or buy bottled water. Will investing in a multi-million-dollar water treatment plant alleviate that burden? How if the delivery system is contaminated. One idea is to provide a water station where people can fill up jugs near the plant e.g., run a hose down to Wood street. Maybe provide one hose treated, one hose unchlorinated. Something relatively cheap with benefit to people on City water as well as those "out the road" that haul city water when their sources dry up in the summer or freeze in the winter.

Wrangell City Water (on a bad day)



Thanks for your consideration.

Respectfully,

Jacqueline de Montigny, 240 First Ave

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	February 8, 2022
	<u>Agenda Section</u>	6

ORDINANCE No. 1017 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.192, 15.12.200, 15.12.210, 15.12.215, AND 15.12.222 IN CHAPTER 15.12, ELECTRICITY AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE FEES TO THE ESTABLISHED FEE AND RATE SCHEDULE

SUBMITTED BY:

Rod Rhoades, Electrical Superintendent
Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required:

FY 20: \$	FY 21:	FY22:
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Amount Budgeted:

	FY22 \$0
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Account Number(s):

Account Name(s):

Unencumbered Balance(s) (prior to expenditure): See Agenda Statement

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. Ord 1017 2. Existing Code Sections

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

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to approve first reading of Ordinance No. 1017 and move to a Second Reading with a Public Hearing to be held on February 22, 2022.

SUMMARY STATEMENT:

NOTE that the rate in Section WMC 15.12.222 is included in this Ordinance to be removed from the Wrangell Municipal Code and because the rate did not increase with Ordinance No 1016, it will show as an increase (\$0.01) on the proposed rate and fee schedule that will be considered under the Public Hearing for the February 22nd Assembly meeting.

In August 2021, the Assembly approved Ordinance No. 1005. That Ordinance removed certain fees from the Wrangell Municipal Code and allowed for those fees to be established by Resolution. That process is like what other departments have done.

With the recent adoption of Ordinance No. 1016, staff realized that the meter rate fees should have been included when the established fee schedule was approved by the assembly on August 24, 2021.

This Ordinance would remove the amount from of the hydroelectrical wholesale power rate that is established by Southeast Alaska Power Authority (SEAPA) and amend sections of Chapter 15.12 to remove the rates from the Wrangell Municipal Code and place them on an approved "fee schedule" for the Wrangell Municipal Light & Power.

This fee schedule would be established by Resolution of the Assembly and would require a Public Hearing when adopted or amended. If the Assembly approves this first reading of the Ordinance, the Ordinance and the Resolution (current WML&P fee schedule as amended with these fees) will both be placed under the Public Hearing section in the Agenda for the February 22, 2022.

This Ordinance has been approved to form from our Borough Attorney.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1017

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.192, 15.12.200, 15.12.210, 15.12.215, AND 15.12.222 IN CHAPTER 15.12, ELECTRICITY AND ESTABLISHING A NEW PROCESS FOR RATES AND FEES IN THE WRANGELL MUNICIPAL CODE BY ADDING THE RATES TO THE ESTABLISHED FEE AND RATE SCHEDULE

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

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

SEC. 1. Action. The purpose of this ordinance is to amend Sections 15.12.192 15.12.200, 15.12.210, and 15.12.215 in Chapter 15.12, to establish a new process for rates and fees in Chapter 15.12, Electricity, of the Wrangell Municipal Code by adding to the established Fee Schedule for WML&P.

SEC. 2. Amendment. Sections 15.12.192, Hydroelectrical Wholesale Power Rate Adjustment; 15.12.200, Meter Rates – Residential service (Schedule A); 15.12.210, Small commercial service (Schedule B); and 15.12.215, Meter rates – Large commercial service (Schedule C) are hereby amended as follows:

15.12.192 Hydroelectrical wholesale power rate adjustment.

A. Applicability. An adjustment shall be made to each billing for kilowatt hours rendered under the established fee and rate schedules as defined in Schedule A, Schedule B, Schedule C, and shore service for boats to reflect increases or decreases in the wholesale power rate charged per kilowatt hour for the purchase of energy generated by the Lake Tyee Hydroelectric Project. The adjustment will be effective the first billing period following the date the wholesale power rate is set as provided in the long-term power sales agreement between the borough and the Southeast Alaska Power Authority, et al. The base wholesale power rate used to determine the adjustment is established by the Southeast Alaska Power Authority. **[\$0.0705 per kilowatt hour, which rate was effective January 20, 2022].**

B. Method of Calculation. The adjustment shall be calculated as follows: The actual energy charge per kilowatt hour will be adjusted to the nearest tenth of a cent to reflect changes in the base wholesale power rate.

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15.12.200 Meter rates – Residential service (Schedule A).

A. Availability. Residential service under this schedule shall be limited to single phase, two or three wire 120/140 service. All installations shall be subject to the approval of the electric utility.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light & Power.
A Public Hearing shall be required on the resolution that establishes such fees and rates.

[B. Rate.

Customer charge: **\$8.00 per month**

Energy charge:

0 – 300 KWH	\$0.1448 per KWH
301 – 1,200 KWH	\$0.1191 per KWH
Over 1,200 KWH	\$0.0956 per KWH]

15.12.210 Meter rates – Small commercial service (Schedule B).

A. Classification. Small commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use less than an average of 30,000 KWH per month, based upon the previous 12-month average consumption, and are served at secondary distribution voltage level.

B. Availability. Small commercial service under this schedule shall be limited to single phase 120/240 volts service. All installations shall be subject to the approval of the electric utility.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light & Power.
A Public Hearing shall be required on the resolution that establishes such fees and rates.

[C. Rate. Schedule B.

Customer charge:	\$9.00 per month
Energy charge:	\$0.1341 per KWH]

15.12.215 Meter rates – Large commercial service (Schedule C).

B. Availability. Large commercial service under this schedule shall be limited to single- or three-phase 115 and/or 230-volt service. All installations shall be subject to the approval of the electric utility.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light & Power.
A Public Hearing shall be required on the resolution that establishes such fees and rates.

Customer charge: **\$13.50 per month**

0 – 70,000 KWH	\$0.1245 per KWH
Over 70,000 KWH	\$0.1202 per KWH]

A. Classification. Separately metered electricity used for electric furnaces/boilers and electric water heaters.

The assembly shall, by resolution, establish fees and rates for Wrangell Municipal Light & Power.
A Public Hearing shall be required on the resolution that establishes such fees and rates.

[Customer charge: One-half the applicable monthly
customer charge for the class of service

Energy charge: \$0.0856/KWH]

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

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

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

PASSED IN FIRST READING: _____, 2022

PASSED IN SECOND READING: _____, 2022

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

15.12.192 Hydroelectrical wholesale power rate adjustment.

A. Applicability. An adjustment shall be made to each billing for kilowatt hours rendered under Schedule A, Schedule B, Schedule C, and shore service for boats to reflect increases or decreases in the wholesale power rate charged per kilowatt hour for the purchase of energy generated by the Lake Tyee Hydroelectric Project. The adjustment will be effective the first billing period following the date the wholesale power rate is set as provided in the long term power sales agreement between the borough and Alaska Power Authority, et al. The base wholesale power rate used to determine the adjustment is \$0.0705 per kilowatt hour, which rate was effective January 20, 2022.

B. Method of Calculation. The adjustment shall be calculated as follows: The actual energy charge per kilowatt hour will be adjusted to the nearest tenth of a cent to reflect changes in the base wholesale power rate. [Ord. 721 § 4, 2002.]

15.12.200 Meter rates – Residential service (Schedule A).

A. Availability. Residential service under this schedule shall be limited to single phase, two or three wire 120/140 service. All installations shall be subject to the approval of the electric utility.

B. Rate.

Customer charge:	\$8.00 per month
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Energy charge:

0 – 300 KWH	\$0.1448 per KWH
301 – 1,200 KWH	\$0.1191 per KWH
Over 1,200 KWH	\$0.0956 per KWH

15.12.210 Meter rates – Small commercial service (Schedule B).

A. Classification. Small commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use less than an average of 30,000 KWH per month, based upon the previous 12-month average consumption, and are served at secondary distribution voltage level.

B. Availability. Small commercial service under this schedule shall be limited to single phase 120/240 volts service. All installations shall be subject to the approval of the electric utility.

C. Rate. Schedule B.

Customer charge:	\$9.00 per month
Energy charge:	\$0.1341 per KWH

15.12.215 Meter rates – Large commercial service (Schedule C).

A. Classification. Large commercial service includes lighting, cooking, appliances, and motors in professional mercantile, commercial, and other establishments not classed in Schedule A. This rate shall be for commercial users that use an average of 30,000 KWH per month, or more, based upon the previous 12-month average consumption, and are served at secondary distribution level.

B. Availability. Large commercial service under this schedule shall be limited to single- or three-phase 115 and/or 230 volt service. All installations shall be subject to the approval of the electric utility.

C. Demand Charge. The rate in this section does not include a demand charge. The borough reserves the right to adopt a demand charge after installation of KW demand meters and adoption of rates as required by law.

D. Rate. Schedule C.

Customer charge: \$13.50 per month

Energy charge:

0 – 70,000 KWH \$0.1245 per KWH

Over 70,000 KWH \$0.1202 per KWH

15.12.222 Rate for separately metered heat and hot water.

A. Classification. Separately metered electricity used for electric furnaces/boilers and electric water heaters.

B. Availability. For the rates set forth in this section to apply, the electric furnace/boiler or electric water heater or both must be metered on a meter separate from the meter for other electric service. Such separate meters will be supplied by the borough. The rate set forth in this section is only available for devices that have the primary purpose of providing building heat or hot water to the building's plumbing system. It is not available for other devices that may involve providing heat or heating water such as hot tubs, saunas, stoves or other appliances.

C. Rate.

Customer charge: One-half the applicable monthly customer charge for the class of service

Energy charge: \$0.0856/KWH

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	February 8, 2022
	<u>Agenda Section</u>	6

ORDINANCE No. 1018 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 5.14, BOROUGH BUDGET BY ADDING SECTION 5.14.030, INTERFUND LENDING IN THE WRANGELL MUNICIPAL CODE

<u>SUBMITTED BY:</u>
Mason Villarma, Finance Director

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

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXXX XXX XXXX	
Account Name(s):		
	N/A	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

ATTACHMENTS: 1. Ord 1018

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

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to approve first reading of Ordinance No. 1018 and move to a Second Reading with a Public Hearing to be held on February 22, 2022.

SUMMARY STATEMENT:

The purpose of Ordinance 1018 is to provide clear guidelines and procedures that safeguard general fund earnings from being transferred to enterprise funds aimlessly. Each interfund loan transaction should be purposeful, appropriately justified, reasonable, go through the proper channels of approval, and be explicitly repaid or gifted per the terms of the interfund lending agreement. It is not a fiscally sustainable habit to loan money from the general fund to enterprise funds just because fund balance is insufficient for operations. Interfund loans should be infrequent and aimed at a specific capital cause. If interfund loans are desired on a more frequent basis it likely means that the respective Enterprise Fund needs to adjust its rates or reduce operating expenditures.

Per direction of the Assembly, the Investment Committee has put together an interfund lending policy that would be placed in the Borough Budget chapter of the Wrangell Municipal Code (Chapter 5.14).

This addition to the code lays out clear and strict guidelines that comment on the following:

- The purpose of an interfund loan and the appropriateness of its use
- The application process for an interfund loan
- The criteria for loan eligibility
- Repayment terms
- Appropriate and necessary documentation
- Prudence and responsibility

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1018

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA, AMENDING CHAPTER 5.14, BOROUGH BUDGET BY
ADDING SECTION 5.14.030, INTERFUND LENDING IN 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 add Section 5.14.030, Interfund Lending, to Title 5.14, Borough Budget in the Wrangell Municipal Code.

SEC. 2. Amendment. Chapter 5.14, Borough Budget is amended to add Section 5.14.030, Interfund Lending amended as follows:

Chapter 5.14

BOROUGH BUDGET

Sections:

5.14.010 Preparation and submission of borough budget.

5.14.020 Fund transfers.

5.14.030 Interfund Lending.

...

5.14.030 Interfund Lending

A. Interfund Lending Overview: Interfund lending is the loaning of money from any fund to any other fund within the City. Interfund lending benefits the City as it is more administratively efficient and cost effective than short- term bank loans or public borrowings; However, interfund loans should be an infrequent occurrence and should only be employed when appropriate justification is made.

1. The City shall allow interfund lending, as an alternative to bank loans or public debt issuance, when Enterprise entities require funding and when a sufficient and legally available balance exists in the General Fund which can be lent without impacting the

City's operations, including reserve and contingency requirements, and in compliance with the City's debt covenants.

2. All interfund lending shall be coordinated by both the Borough Manager and the Finance Director.

B. Application: To request an interfund loan, the Borough Manager shall submit an interfund loan request to the Assembly for approval. The request must substantiate the need of the interfund loan and shall be accompanied by a financial capacity assessment issued by the Finance Director.

C. Loan Criteria – eligible interfund loans must meet the following criteria:

1. Loans shall be made in compliance with Alaska Statutes, Budget constraints, City Charter, Municipal Code and City financial policies.
2. Loan terms and amounts shall not adversely affect any City credit or bond ratings.
3. Loan terms and amounts shall attempt to accommodate the needs of proprietary funds and will be based on the City's funding capacity. The Borough Manager and Finance Director shall determine, in conjunction with Assembly approval, whether and where there is a sufficient General Fund balance available to be lent.
4. In an interfund loan agreement whereby the general fund loans funds to an enterprise fund that are not gifted, the respective enterprise fund must demonstrate the ability to repay the loan. If such ability is not demonstrated, the enterprise fund must adjust operations (i.e., user rates) to sufficiently demonstrate they have the capacity to repay any interfund loan obligations.
5. Loan terms shall be set by the Borough Manager and Finance Director, with approval from the Assembly.
6. Loan requests that are initially denied by the Assembly are not subject to the rules for reconsideration and may be re-submitted by the Borough Manager for approval.

D. Repayment

1. Interfund loans are interest bearing except for advance funding for grants, reimbursement resolutions, or when Borough management and the Assembly finds it appropriate to forego the payment of interest. The interest rate charged and paid must comply with all applicable laws and regulations. The effective rate of interest on the interfund loan must be determined using one of the following methods:
 - a. The interest rate will be equal to the return earned on the Borough's short-term investment portfolio; or

- b. The interest rate will be a defined reduction of the prevailing market rate; or
- c. The interest rate will be set at zero interest providing the recipient fund does not demonstrate the financial capacity to pay loan interest.
- 2. Loans shall be repaid on time and may be prepaid in whole or in part on any date.
- 3. The borrowing and lending entities shall budget loan repayments in their respective budgets, at a time and in a manner allowable per policy.
- 4. Borrowing entities shall enact programmatic reductions, as needed, to repay loans in accordance with the repayment terms identified in the authorizing ordinance and approved by the Assembly.
- 5. If the borrowing entity is unable to repay a loan in accordance with the repayment terms identified and approved by the Assembly, the Borough Manager and Finance Director shall identify alternative funding sources to accommodate the liquidity needs of the lending entity, the City's General Fund.
- 6. Loans shall not be written off.

E. Authorization

- 1. Interfund loans shall be approved by ordinance of the Assembly
- 2. The Assembly ordinance authorizing the interfund loan shall include:
 - a. The name of the borrowing entity; and
 - b. The fund from which the loan is made; and
 - c. The fund to which the loan is made; and
 - d. The purpose of the loan; and
 - e. The principal amount of the loan; and
 - f. The basis of the interest rate to be charged on the interfund loan; and
 - g. The loan maturity date; and
 - h. A loan amortization schedule showing how the principal and interest is to be budgeted and repaid to the lending entity. The schedule shall reflect that interest payments will be based on actual rates and not the estimates

shown; and

- i. The expected source of loan repayment.
3. Changes to any interfund loan terms shall be approved by an ordinance of the Assembly.

F. Documentation

1. Loan terms shall be acknowledged via an interfund loan term agreement document, prepared by the Borough Manager and Finance Director, and approved by the Assembly. Changes to any loan terms shall be acknowledged via an updated and revised interfund loan agreement.
2. Loans shall be recorded in the City's central accounting system
3. Loans outstanding over fiscal year-end shall be disclosed in the City's Annual Comprehensive Financial Report

G. Responsibility

1. The Borough Manager and Finance Director shall coordinate the City's interfund lending program. Enterprise Fund Directors shall be responsible for their timely development and submission of their interfund loan requests to the Borough Manager. Fund managers shall appropriately budget proceeds and repayment
2. Nothing contained within this policy is intended to require the Assembly to approve an interfund loan in order to prevent an Enterprise entity from reporting a deficit cash position. If an Enterprise fund has a recurring deficit cash position, it shall be the responsibility of the Borough Manager to coordinate discussion with the department director responsible for the fiscal administration of the fund in order to develop a plan to mitigate this deficit cash position.

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

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

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

PASSED IN FIRST READING: _____, 2022

PASSED IN SECOND READING: _____, 2022

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	February 8, 2022
	<u>Agenda Section</u>	6

ORDINANCE No. 1019 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 5.02, INVESTMENT OF BOROUGH FUNDS BY ADDING SUBSECTION E TO SECTION 5.02.050, INVESTMENTS, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Mason Villarma, Finance Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

	FY22 \$XXX
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Account Number(s):

	N/A
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Account Name(s):

	N/A
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Unencumbered Balance(s) (prior to expenditure):

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ord 1019

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

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to approve first reading of Ordinance No. 1019 and move to a Second Reading with a Public Hearing to be held on February 22, 2022.

SUMMARY STATEMENT:

In a low interest rate environment, the Borough does not have many tools to actualize material gains on its outstanding investments. ORD 1019 serves to allow enterprise funds to invest 10 percent of their beginning fiscal year unrestricted fund balance in a broader range of investments that include equity securities, mutual funds and exchange traded funds.

To be eligible to invest in this broader category of investments, the enterprise fund must have an unrestricted reserve balance above \$1,000,000. The ordinance points out a few other criteria that must be satisfied to be eligible for the higher risk exposure that the addition of Subsection E provides within Section 5.02.050 of the investment code.

**Note all investment income must be reinvested or remitted to the respective enterprise fund on a pro rata basis (based on initial principal contributed).

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1019

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA, AMENDING CHAPTER 5.02, INVESTMENT OF
BOROUGH FUNDS BY ADDING SUBSECTION E TO SECTION 5.02.050,
INVESTMENTS, IN 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 add Subsection E to Section 5.02.050, Investments, to Title 5.02, Investment of Borough Funds in the Wrangell Municipal Code.

SEC. 2. Amendment. Chapter 5.02, Investments, is amended to add Subsection E to Section 5.02.050, Investments, amended as follows:

5.02.050 Investments.

...

E. Investment in lower risk equity securities, mutual funds, and exchange traded funds shall be allowed if, and only if, all the following criteria are satisfied:

1. The cash to be invested originates from an enterprise fund; and
2. The enterprise fund has an unrestricted net asset balance of greater than or equal to \$1,000,000; and
3. The cash harbored in a security provided in Subsection E does not exceed 10 percent of the enterprise fund's unrestricted fund balance at the beginning of the most recent fiscal period; and
4. The underlying investment can be readily convertible to cash within 30 days; and
5. All investment income is reinvested or withdrawn and remitted to the respective enterprise fund based proportionally on the principal amount contributed to the initial investment.

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

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

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

PASSED IN FIRST READING: _____, 2022

PASSED IN SECOND READING: _____, 2022

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Minutes of Regular Assembly Meeting

Held on January 25, 2022

Mayor Prysunka called the Regular Assembly meeting to order at 7:00 p.m., January 25, 2021, by Zoom Teleconference. Assembly Member Dalrymple led the pledge of allegiance, and the roll was called.

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

ABSENT:

Interim Borough Manager Jeff Good and Borough Clerk Lane were also present.

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE – None.

AMENDMENTS TO THE AGENDA

CONFLICT OF INTEREST

CONSENT AGENDA

- a. **RESOLUTION No. 01-22-1660** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND TRANSFERRING UP TO \$4,925 FROM GENERAL FUND RESERVES TO THE ASSEMBLY & CLERK MATERIALS & SUPPLIES ACCOUNT TO PURCHASE A PRECINCT SCANNER
- b. **RESOLUTION No. 01-22-1661** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET TRANSFERRING \$1,107,269 FROM MULTIPLE ACCOUNTS TO THE WATER TREATMENT PLANT CAPITAL EXPENSES ACCOUNT IN THE WATER FUND AND APPROPRIATING AMERICAN RESCUE PLAN ACT FUNDS
- c. **RESOLUTION No. 01-22-1662** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LANDS, LOT 6A, BLOCK 61, AMENDED INDUSTRIAL PARK SUBDIVISION III (PLAT NO. 2001-7), AS REPLATTED PER WOODBURY-INDUSTRIAL REPLAT, ZONED INDUSTRIAL, TO BRETT WOODBURY AND MIKE MATNEY
- d. **RESOLUTION No. 01-22-1663** OF THE ASSEMBLY OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET BY TRANSFERRING \$39,156 FROM THE MUNICIPAL LIGHT & POWER FUND RESERVES TO THE GENERATOR UNIT 5 IMPROVEMENTS CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURES
- e. Minutes from the January 11, 2022 Regular Assembly Meeting
- f. Minutes from the January 12 (13), 2022 Special Assembly Meeting
- g. CORRESPONDENCE: School Board Action from the January 17, 2022 Regular Meeting

Assembly Member Dalrymple requested to remove 6b (Resolution No. 01-22-1661) and 6c (Resolution No. 01-22-1662) from the Consent Agenda for consideration. These items were placed under Unfinished Business.

M/S: Gilbert/Morrison to approve the Consent Agenda, absent Items 6b and 6c. Motion approved unanimously by polled vote.

BOROUGH MANAGER'S REPORT

Interim Manager Good provided a Manager's report.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Dalrymple reported that the District Ranger had invited the Borough to participate in the Environmental Assessment planning sessions; recommends that we take the District Ranger up on that; would have a lot to bring to that discussion; might help encourage public involvement.

Morrison stated that she had forwarded an article to Carol Rushmore on the work that is being done in Canada on the search for gravesites.

Prysunka stated that he understands that the harbor crews are doing the best that they can do on the derelict vessels that are impounded; the vessel that recently sunk, we need to look at coming up with a plan to take care of derelict vessels; would also like to see something happen with the derelict vessels in the harbor parking lots.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING – None.

UNFINISHED BUSINESS

*Transferred from Consent Agenda - **RESOLUTION No. 01-22-1661** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET TRANSFERRING \$1,107,269 FROM MULTIPLE ACCOUNTS TO THE WATER TREATMENT PLANT CAPITAL EXPENSES ACCOUNT IN THE WATER FUND AND APPROPRIATING AMERICAN RESCUE PLAN ACT FUNDS*

M/S: Powell/Gilbert to approve Resolution No. 01-22-1661.

Good explained that this was the funding that we would need for the design work; this is a step that the USDA requires for the project.

Prysunka stated that his and Powell's concerns are on the lending of funds from the General Fund to an Enterprise Fund; it's okay to loan funds from the General Fund but that should come with an interest rate; believes that the Enterprise Funds should be treated like a business and that would typically mean that if they loan, they do so with an interest rate; Enterprise Funds should make money; this is not something that should happen often because you could drain your General Fund quickly.

Gilbert stated that she feels comfortable borrowing from the General Fund but agrees that it should be at an interest rate; if we have an opportunity to invest the Enterprise Fund Reserve funds, we should do that so that we can get a return on those funds.

Mason Villarma, Finance Director provided the current consumer rate and explained the interest rate for taking out a \$3.8 million dollar loan at 2.625% would require an increase to the rates at just less than ten dollars to keep our margins right where they are now; a rate increase would be a required as part of the funding package with USDA; also the USDA requires rates to be at one and one-half percent of household median in Wrangell, we will need to be at that level within 2 years of project completion.

Motion approved unanimously by polled vote

Transferred from Consent Agenda - RESOLUTION No. 01-22-1662 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LANDS, LOT 6A, BLOCK 61, AMENDED INDUSTRIAL PARK SUBDIVISION III (PLAT NO. 2001-7), AS REPLATTED PER WOODBURY-INDUSTRIAL REPLAT, ZONED INDUSTRIAL, TO BRETT WOODBURY AND MIKE MATNE

M/S: Gilbert/Powell to approve Resolution No. 01-22-1662. Motion approved unanimously by polled vote

NEW BUSINESS

13a Approval to hire Jeffrey Good as the new Borough Manager and to approve the Borough Manager's Contract, as presented

M/S: Gilbert/Howe to approve hiring of Jeffrey Good as the new Borough Manager and to approve the Borough Manager's Contract, as presented.

M/S: Gilbert/Morrison to table the main motion until after the Executive Session. Motion approved unanimously by polled vote.

13b Approval of the Professional Services Agreement with DOWL for the Design Services for the Water Treatment Plant in the amount of \$1,107,269

M/S: Gilbert/Powell to approve the Professional Services Agreement with DOWL for Design Services for the Water Treatment Plant in the amount of \$1,107,269.

Gilbert questioned the total costs that DOWL presented since it appeared to be higher than the request.

Good said that this amount would get us through the design and bidding process.

Motion approved unanimously by polled vote.

ATTORNEY'S FILE

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

EXECUTIVE SESSION

- a. Discussion on the Proposed Borough Manager's Contract

M/S: Gilbert/Morrison moved, pursuant to AK Statute 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 Manager's Proposed Contract. Motion approved unanimously by polled vote.

- b. Meet with the Borough Attorney to receive advice about how the Assembly and its members might avoid legal liability by not violating the Separations of Powers Doctrine and to discuss goal setting with the Borough Manager

M/S: Gilbert/Morrison moved to go into Executive Session with the Borough Attorney and the Borough Manager to receive advice about how the Assembly and its members might avoid legal liability by not violating the Separations of Powers doctrine and to discuss Setting Goals with the Manager to be used in future performance evaluations. Motion approved unanimously by polled vote.

Regular meeting recessed into Executive Session at 7:40 p.m.

Regular meeting reconvened back into Regular Session at 8:39 p.m.

M/S: Gilbert/Morrison moved to remove Item 13a from the Table to consider it. Motion approved unanimously by polled vote.

Motion: Approval to hire Jeffrey Good as the new Borough Manager and to approve the Borough Manager's Contract, as presented

Regular meeting recessed back into Executive Session at 8:40 p.m.

Regular meeting reconvened back into Regular Session at 9:49 p.m.

M/S: Gilbert/Powell moved to direct the Borough Clerk to schedule a public workshop with our Stakeholders with the objective of setting community-wide goals with our newly hired Borough Manager, Jeffrey Good. Motion approved unanimously by polled vote.

Regular Assembly meeting adjourned at 9:50 p.m.

Stephen Prysunka, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Alaska Mental Health Trust Authority
Trust Land Office
Notice under 11 AAC 99.050 of
Decision to Issue Negotiated Land Sale of a Trust Parcel – Wrangell
MHT 9101083

RECEIVED
JAN 20 2022
WRANGELL CITY HALL

Notice is hereby given that, pursuant to the provisions of AS 38.05.801 and 11 AAC 99, the Executive Director of the Alaska Mental Health Trust Land Office (TLO) has determined that it is in the best interest of the Alaska Mental Health Trust and its beneficiaries to complete a negotiated land sale of certain Trust land to Robert Searing. The basis for this determination is explained in a written best interest decision prepared by the Executive Director pursuant to 11 AAC 99.040.

The Trust land affected by the decision is located in Wrangell, and is more particularly described as: Lot 4A of US Survey No. 2905, located within Section 6, Township 63 South, Range 84 East, Copper River Meridian, containing approximately 0.91-acres (MHT Parcel CRM-2455).

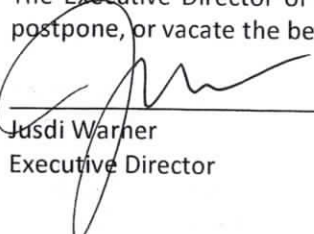
Persons who wish to submit a qualified competing offer as described in Section XIII of the best interest decision, or believe that the written decision should be altered because it is not in the best interest of the Trust, or its beneficiaries, or because the decision is inconsistent with Trust management principles set out in 11 AAC 99.020, or any other provision of 11 AAC 99, must provide written comments on or before **4:30 PM, February 14, 2022**. **Qualified competing offers and/or comments should be submitted to the TLO at 2600, Cordova Street, Suite 201, Anchorage, AK 99503, or by fax (907) 269-8905 or email mhtlo@alaska.gov.** Following the comment deadline, the Executive Director will consider timely comments that question the decision on the basis of the best interest of the Alaska Mental Health Trust and its beneficiaries, or inconsistency with 11 AAC 99, and the best interest decision may be changed in response to such written comments or other information. Commenting parties will be provided a copy of the final best interest decision after the end of the notice period.

To be eligible to file for reconsideration of the best interest decision, or to file a subsequent appeal to the Superior Court, a person must have submitted written comments during the notice period. Eligible persons will have twenty (20) calendar days after published notice of or receipt of the final written decision to request that the Executive Director reconsider the decision under 11 AAC 99.060(b).

Copies of the written decision are available at the Trust Land Office, or at <https://alaskamentalhealthtrust.org/trust-land-office/>. If you have any questions concerning this action, please contact the Trust Land Office at (907) 269-8658.

In compliance with the Americans with Disabilities Act, the Alaska Mental Health Trust is prepared to accommodate individuals with disabilities. Please contact the Trust Land Office at (907) 269-8658 for assistance. Requests for assistance must be received at least 96 hours prior to the comment deadline in order to ensure that any necessary accommodations can be provided.

The Executive Director of the TLO reserves the right to waive technical defects in this notice or to amend, postpone, or vacate the best interest decision.


Jusdi Warner
Executive Director

1/4/22
Date
Published Wrangell: 01/13/2022

MEMORANDUM

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

**FROM: JEFF GOOD
BOROUGH MANAGER**

SUBJECT: MANAGER'S REPORT

DATE: February 8, 2022

INFORMATION:

Goals:

- CBW will to develop goals for this year for both 1 year and 3 year goals.

Budget:

- We are following the timeline set forth by the Finance Director in the development of our budget for the next fiscal year.

Water Treatment Plant:

- As noted in the Capital Improvement Project notes, WTP design contract has been sent to legal for review with an execution date no later than 18 February.

Electric Vehicle Charging Program:

- As discussed during my last Borough manager's report, the Alaska Energy Authority is looking for communities who are interested in the electric vehicle grants. In order for the Wrangell Borough, partner agencies, or private companies to be authorized to apply for the grants, Wrangell will need to be designated as an alternate fuel corridor.
- If there are interested parties in Wrangell, let CBW know so we can forward that information on to the Alaska Energy Authority.
- Below is a link to the tool kit for more information on the program.

The U.S. Department of Transportation today released a new, free resource to help rural communities across the country take full advantage of federal funding for electric vehicle (EV) charging stations. The guide, titled *Charging Forward: [A Toolkit for Planning and Funding Rural Electric Mobility Infrastructure](#)*, can help connect community members, towns, businesses, planning agencies, and others with partners needed for these projects. President Biden's Bipartisan Infrastructure Law includes a total of \$7.5 billion to build out a nationwide network of 500,000 electric vehicle chargers.

The toolkit contains best practices for planning EV charging networks and tips to navigate federal funding and financing to help make these projects a reality. DOT will also be holding workshops with rural communities to utilize the toolkit most effectively.

Harbor:

- The harbor is working with IDX cashless meters to install credit card readers on the dock cranes.
- Clean up of the Bee will begin next week.

Public Works Directors Report

Water

- After a recent water main break there were concerned residents in the community regarding the water. Samples were taken in multiple locations in accordance with DEC direction. All results came back negative and DEC is requiring no further action at this time.

Wastewater

- Flows have been significantly higher with the cold weather and precipitation. For the month of January we will be out of compliance with an average flow rate of .616 mgd. Our EPA permit allows for 600 mgd. A letter has been sent to the EPA notifying them of this violation and we are currently awaiting their response. It is rare for Wrangell to be over our monthly average. We will exploring options in the spring to address this issue including smoke testing to find potential inflow and infiltration from storm water.
- With the weather there were many station alarms and call outs. A major pump in node 4 needed to be replaced. 2 smaller grinder station pumps also needed to be replaced.
- Generators were run on Node 4 and node 6 during the planned power outage.

Streets/Public Works

- Snow removal and flooding have required considerable attention to ensure roads were safe.
- 2 broken water mains were fixed in January. One was located on First Ave and another along Zimovia Hwy near Heritage Harbor.
- Various tasks and support for other departments like the garage (fixing plow trucks, studding tires etc.) and sanitation (baler operations) were performed.
- Once the snow melted there were certain areas around town that required clean up including around City Park.
- As temperatures warmed up many throughout the community experienced their own water, sewer or flooding issues. On several occasions this required staff investigation into what the City was responsible for or could do to narrow down possibilities to assist community members.

Sanitation

- There have been many issues with the baler in the last month. It started with a laser being damaged in the machine. This is fairly common and typically involves just having to install a new laser. However, this did not seem to solve our issues. Staff worked with the manufacturer over the phone with no luck. A technician was brought in to assist.

- Wifi was added to try and get the manufacturer to have access to the computer. AP&T was able to access the baler computer from Wasilla but the manufacturer in Georgia stated they were able to see the main frame but did not have access to the 5 individual computers on the machine.
- As a result the machine had to be run in manual mode. This required extra staff to operate the machine. Once bales were made an operator had to manually eject the bale, stop and hit the wire tie, go back and continue to eject the bale, stop again to tie a wire etc. 5 wire ties are needed on each bale and this process had to be repeated for each tie and on each bale.
- Next the wire tie started to experience issues with backlashing and not tying correctly. As a result about every 5 wire ties the tie machine would not work. Wire needed to be pulled through the machine and the track needed to be cleaned before being able to proceed.
- Working with the technician we learned there was another sensor that was damaged that coincided with the laser that went out. This sensor did not show up on the computer. Once this was fixed this helped one aspect of the machine to function better. The wire tie continued to have issues. Staff worked with the technician to fabricate pieces out of UHMW to be used in replacement of metal pieces that came stock with the machine. The speed of the wire was also reduced and the wire was given extra cleanings and oil. This seems to have improved on the issues. A new wire stand will be installed in the next couple of weeks. A new wire stand should be as clean as is possible which will help to see if there is any other noticeable differences.

Garage

- Considerable time was spent in the last month working on the baler. A technician was brought to town and worked with our mechanic, sanitation staff and the manufacturer to trouble shoot these issues.
- The tire shear was cleaned and serviced before sending on to the next community. Sheared tires will be shipped in the next couple of weeks.
- With the baler and issues and with the line trucks we are currently behind on scheduled preventative maintenance orders in the garage.
- The assistant mechanic job description is currently being reviewed with plans to advertise in the coming weeks.

Irene Ingle Public Library Report Director: Margaret Villarma

Grants

- The library applied for the Public Library Assistance Grant in the amount of \$7000.00. If awarded the grant this will pay for our subscription to OCLC Worldshare which allows us to fill interlibrary loan requests. This subscription cost \$2937.00 per year. It will also allow us to purchase \$2500.00 in books.
- We applied for the IMLS Grant (Institute of Museum and Library Services) through the WCA and are waiting to see if they approve the application. We are asking for \$9978.00. If granted, we will be buying four new computers for public use in the amount of \$8228.00. The remaining \$1750.00 will be used to renew the library's

subscription to the Alaska Digital Library which provides free access to eBooks and audiobooks for our patrons.

New Hours

- The library started new hours on January 18th. We are now open 6 days a week and 2 evenings. We have had very positive feedback from the community regarding these hours. We hired Holly Padilla to work 15 hours per week. This is being paid for by the IMLS ARPA Grant.

Storytime

- Storytime will begin on February 11th and will continue until April 29th. It will be Fridays at 11 a.m. online with stories and a craft or activity.

Library Conference

- The Alaska State Library Conference will be held February 24 – 27. Unfortunately, it will be via Zoom. The staff will attend the various events scheduled.

Nolan Center Report

Director: Cyni Crary

Sales Summary by Calendar Year

	Category	Net Sales 2021	Net Sales 2020	Net Sales 2019
Nolan Center	Gift Shop	\$35,825.35	\$11,038.66	\$103,284.92
Box Office	Theater	\$13,381.80	\$8181.00	\$47,779.00
Concessions	Theater	\$17,239.00	\$13,873.00	\$51,821.50
Community Market	Civic	\$2220.00	\$530.00	\$405.00
Events	Civic	\$4588.00	\$5570.00	\$18,438.16
Exhibit Revenue	Museum	\$250.00		
Admissions	Museum	\$9932.00	\$953.00	\$33,585.00
		\$83,436.15	\$40,145.66	\$255,313.58
Tax Collected		\$3656.37	\$1316.53	\$7700.99

**This table shows revenue by calendar year for the last 3 years. We are slowly rebuilding.*

Staff

Cyni Crary – Nolan Center Director

Tyler Eagle – Nolan Center Coordinator

- Tyler has been on staff for just over 4 months now and his willingness to learn new things and take on multiple tasks and challenges is commendable. Together we are working on policy and procedure documents for all departments (theater, events, gift shop, museum).
- Tyler and I both attended the AccuFund training and now we enter our financials directly into the software.
- Also, efforts are being made to meet with the Friends of the Museum on a more regular basis.

MV/Chugach Conceptual Design

- The City & Borough of Wrangell is working with the Forest Service to preserve and interpret the historic MV Chugach as part of the Wrangell Museum's maritime exhibits at the Nolan Center.
 - The USFS representatives and the primary stakeholders (including myself) are meeting regularly with the design team that was contracted by the USFS for the viewing platform and indoor/outdoor panels. We are continuing to look for funding opportunities for this project.
- Preliminary animation: <https://usfs.box.com/s/qljvjs6o44s9q2ad65p4tfbm2qgixvd4>

PACO – Preparing Alaska's Cultural Organizations for Emergencies

- This is a 6-month long course that I participated in last year and was unable to complete. The Alaska State Museum is offering the course again and Tyler is currently enrolled. He is also scheduled to attend the certification workshop in Juneau coming up in May 2022.

2022 Community Market Schedule

- The new schedule is available here: <https://www.nolancenter.org/community-market.html>
- Last year the Community Markets were very well received by the community.

Tax Aid

- Paula Rak and Nancy McQueen will provide free tax preparation Feb. 5 – April 9 on Saturdays.

Inventory

- We have been diligently working on how we handle inventory moving forward. We have a good system in place for reporting inventory to the Finance Director in a timely manner this year.

Events

- Resilience Fair, Christmas Tree Lane, Dove Tree Ceremony, Wrangell Fish and Game Advisory Committee Meetings, Chugach Stakeholders Meetings, Water & Boat Safety Class, Private Rentals, Representative Ortiz Public Meeting, City Employee Christmas Party, Wrangell Mariner's Memorial meetings and workshops, Church Bazaar, Community Markets, Movies.

Alaskan Nets

- We are working with the school to bring the movie Alaskan Nets to the community. It is an award-winning film that tells the story of a small Alaskan village (Metlakatla) and their 2018 basketball team. It's a story about life and a community overcoming hardship. The remote island has been defined for over a century by two sacred traditions: fishing and basketball
- The film showing/school fundraiser is tentatively scheduled for the first weekend in March.

Theater

- Movies have been playing each weekend. We reduced the showtimes to only Friday and Saturday and the show on Saturday is a matinee now by community request. We are continually seeking theater staff. When there is a school event, we end up very short staffed.

Museum Accessions

- Harvey and Gayle Gross - stone tool

This stone artifact was found by Harvey near the mouth of the Stikine River in 1935. Kept as a keepsake by the Grosses, they've now graciously donated it to the museum. Though its exact purpose may always be unknown to us, it's easy to imagine as a woodcarver's tool: a cutting edge is still visible, and a notch may indicate where the tool was lashed to a handle. The artifact is in good condition, and currently resides in our main collection room.

- Karen Campbell - decorative moccasins
These moccasins are composed of deer skin, mink fur, and decorative beading. They were purchased by the donor's grandmother, May Campbell, on a cruise to Alaska. According to May, these moccasins were made by a Native Alaskan woman, who sold her handcrafted wares to tourists at the McCormick dock.
- Michael Brown - glass mineral water bottle
This is an intact bottle over one hundred years old. The bottle is imprinted with the label "Zarembo Mineral Springs Co., Seattle Wash." According to the University of Washington's digital library, the Zarembo Mineral Springs Company extracted the water from a natural spring near Saint John harbor on nearby Zarembo Island, bottled it in Seattle, and marketed to customers around the year 1905.
- Kathy Watkins – future donation of pump organ and tools (to be examined)
The pump organ is from the late 1800's and will fit beautifully in the instrument section of our gallery.

Capital Facilities Department Report

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

Facility Maintenance Report

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

- SDS Manual for AKOSH
- Beyond that priority, much time remains devoted to heating, air, and ventilation systems, emergency lights and fire extinguisher inspections in the Borough buildings, as well as routine preventive maintenance, as time allows.

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

Skeet Range Improvements

- ◇ Project is complete.

Swimming Pool Lighting Upgrades

- ◇ The project was awarded to Buness Electric. Materials were ordered in December 2021. The electrical panel has arrived, but the lights are not expected in Wrangell until early March, at which time the project will commence.

Kyle Angerman Memorial Playground Replacement

- ◇ Project requires an additional funding to cover the shortfall due to LWCF program rejected by State to advance to design and construction.

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

- ◇ Grant from Federal Highways FLAP; existing work is the Scoping Project with engineering services. The Borough was successful in obtaining another approximate \$450,000 for the project and are awaiting the Federal Highway amendment documents.
 - ◇ Survey and scoping level design is complete. Meanwhile, coordination with the USACE is underway having submitted an individual permit based on the trail design and its proposed impacts to the wetlands. Following project concurrence from the USACE, a final design amendment to PND's engineering contract will be identified with the intent to complete design and construction in 2022.

Water Treatment Plant Improvements

- ◇ The updated PER was completed in November 2021 and costs are projected in the amount of \$15,500,000. Following Resolution 01-22-1661, which amended the Borough's FY22 budget to fund the \$1.1M engineering design costs of the project with local funds, the shortfall in full project funding is approximately \$4,300,000 beyond the existing funding currently in place for the project. Staff are working to submit a loan application to Alaska's State Revolving Fund program as well as looking for additional funding opportunities to make up this shortfall in project funding.
- ◇ Staff are working with DOWL and the Borough attorney to final and execute the design contract.

Node 19 Lift Station Standby Generator

- ◇ Funding is from the balance of the State of Alaska DCCED Grant for the hospital.

- ◇ The standby generator has been ordered and the A&E drawings were recently completed by WOLD. The construction bidding process is expected to begin within the next couple of weeks, anticipating a Fall 2022 project completion.

Shoemaker Bay Harbor Replacement

- ◇ The Borough received \$46,276 from the 2016 Gulf of Alaska Pink Salmon Disaster Relief. The approved project for this grant was replacement of the net float at Shoemaker Harbor.
- ◇ ADOT Harbor Matching Grant division approved an amendment to the Shoemaker Harbor Replacement to include a net float replacement, electrical upgrades to the boat grid, and construction inspection work related to the boarding float. Matching funds are from the Pink Salmon Disaster Relief grant and Harbor funds.
- ◇ The electrical upgrades to the boat grid is complete.
- ◇ The lumber materials arrived Wrangell the week of December 5th.
- ◇ The galvanized steel materials for the net float arrived Petersburg in late December and is being fabricated by Tamico. Once complete, they will transfer the net float to Wrangell where Harbor staff will install the decking.

City Dock Fender Pile Repair

- ◇ The construction work to replace the broken piles is complete.

Barge Ramp Flotation Tank Repairs

- ◇ Competitive construction bidding for this project began on February 3rd, and bids are scheduled to be opened on February 16, 2022 at 2:00 p.m. in Assembly Chambers.

Airport Runway Lights Backup Generator and Electrical Connectivity

- ◇ The backup generator has been purchased and is expected to be in Wrangell the week of February 6th.
- ◇ As the final electrical design is received, the construction bidding documents will be developed. Concurrently, administration will be identifying the funding source for the construction phase of the work and request a budget amendment.

FUTURE PROJECT PLANNING

FY22 CIP Capital Projects Budget

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

Grant Funding Applications – Recent and upcoming grant application submissions, seeking funds to further capital projects prioritized for the community, include:

- ◇ CDBG-COVID grant application for the Recreation Center HVAC/DDC System Improvements
- ◇ State Homeland Security Program (SHSP) for the Community Center Emergency Standby Generator
- ◇ State Homeland Security Program (SHSP) for the Water Treatment Plant Emergency Standby Generator

- ◇ State Homeland Security Program (SHSP) for the Port and Harbors Surveillance System
- ◇ State Homeland Security Program (SHSP) for the Community Addressing and E911 Enhancement
- ◇ State of Alaska Designated Legislative Grant Requests are ongoing for the twenty (20) priority capital projects for FY 2023 identified under Resolution 12-21-1654. The extended deadline for submission is February 15th.
- ◇ Upcoming: State Revolving Fund loan application for the Water Treatment Plant Improvements project is due by the February 28th deadline.
- ◇ Upcoming: USDA/RD supplemental grant application will be made for the Water Treatment Plant Improvements project.
- ◇ Upcoming: EDA supplemental grant application will be made for the Water Treatment Plant Improvements project.

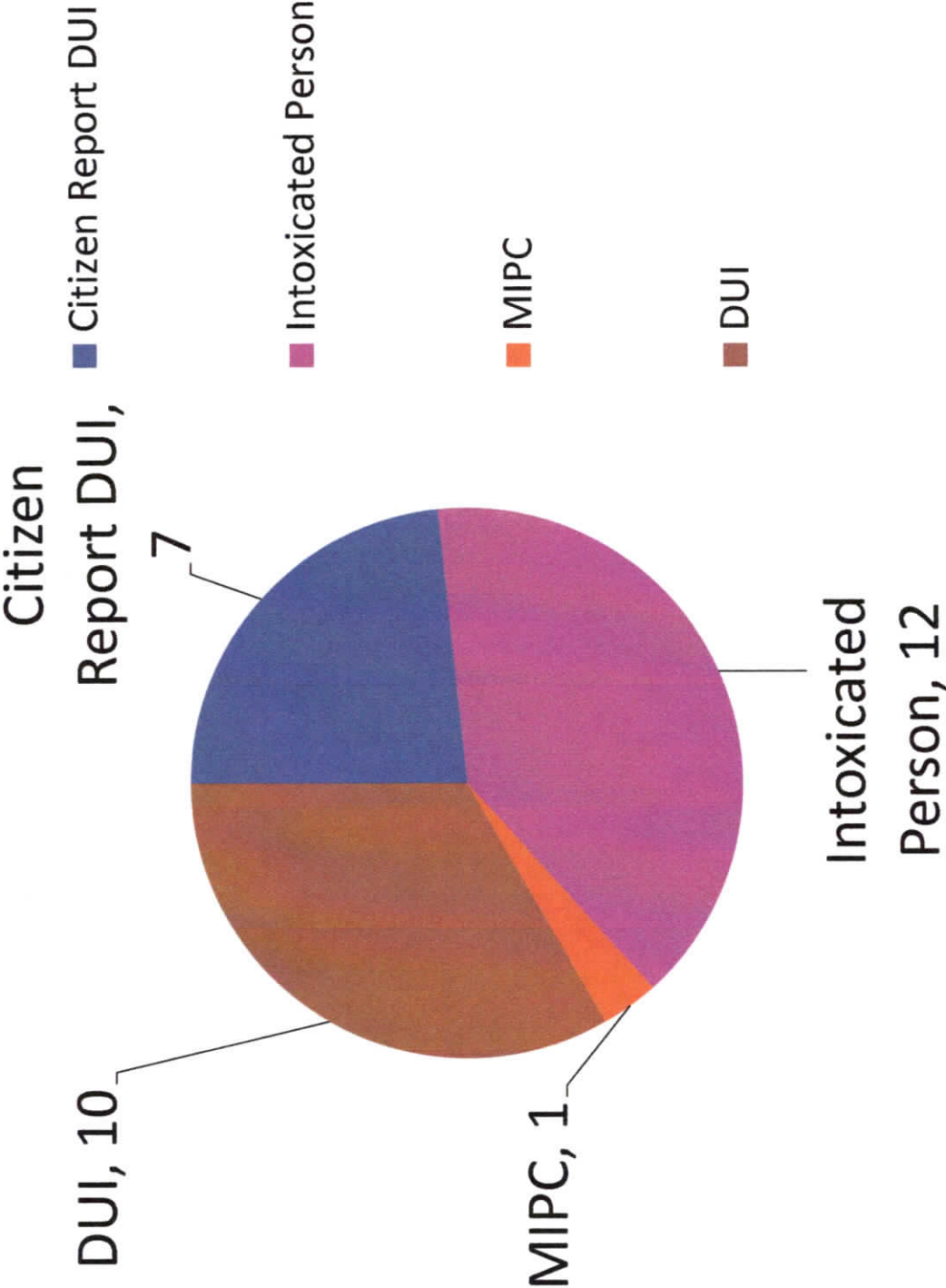


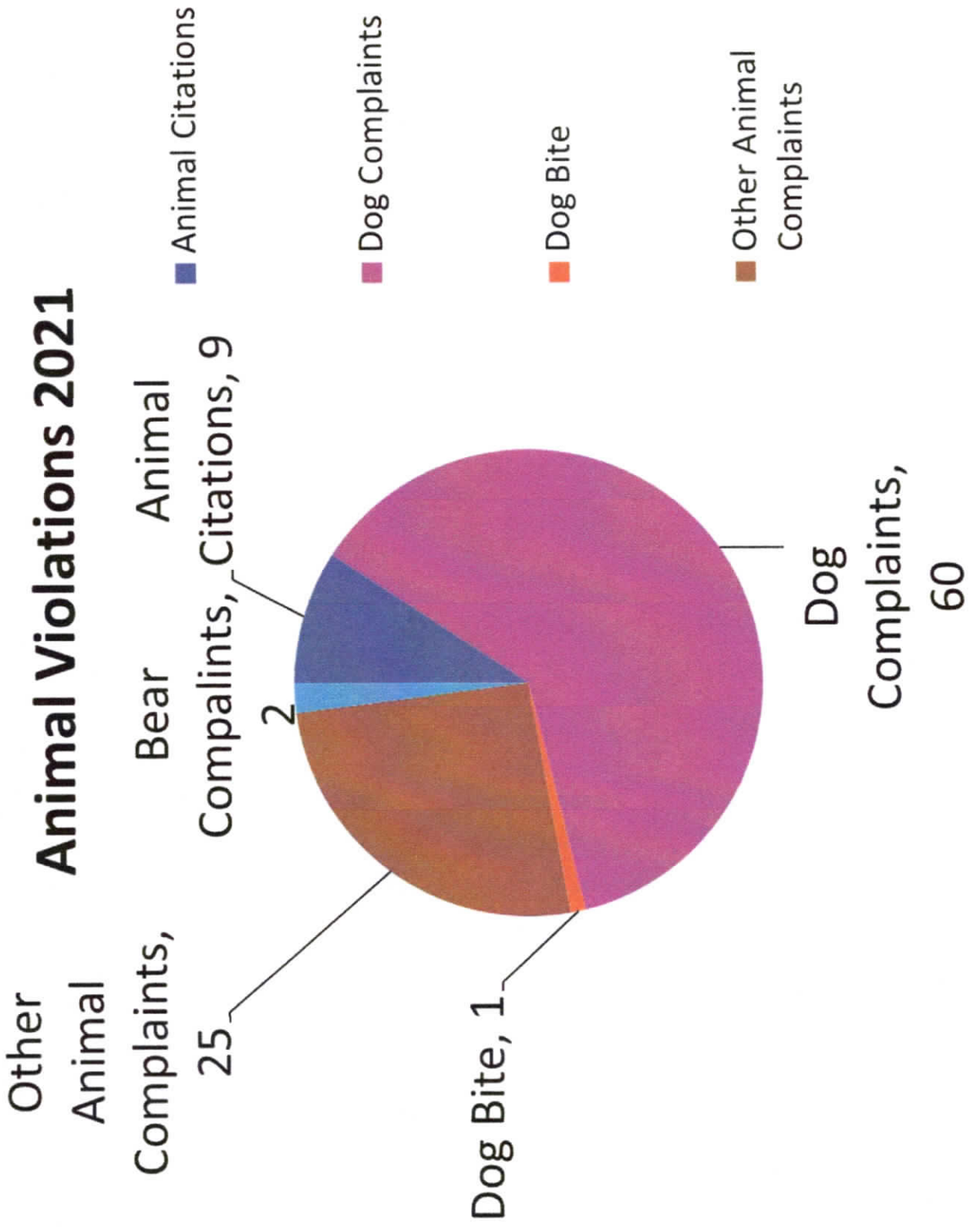
2021 Police Statistics

Year End 2021 Stats			
ALCOHOL OFFENSES		ANIMAL VIOLATIONS	
Citizen Report DWI	7	Animal Citations	9
DWI	10	Bear Complaints	2
Contributing to Delinquency of Minor		Bird Complaints	
Furnishing Alcohol to Minor		Cat Complaints	
Intoxicated Person	12	Cruelty to Animals	
Minor on Licensed Premises		Dog Complaints	60
MIPC	1	Dog Bites	1
Refuse Chemical Test		Other Animal Complaints	25
CRIMES AGAINST PERSON		CITY OFFENSES	
Assault non-family-strong-arm		Curfew Violation	
Assault 1		Fireworks Prohibited	3
Assault 2	1	Littering	16
Assault 3	1	Truancy	
Assault 4	12		
Assault with Weapon	1	MISCELLANEOUS OFFENSES	
Child In Need		Conditions of Release Violation	10
Indecent Exposure		DVO Violation	3
Misconduct Involving Weapons		MISC 3	
Sexual Abuse of Minor		MISC 4	
Sexual Assault	1	MISC 6	1
Sexual Harassment		Minor with Tobacco	
Suicide Threat		Probation Revocation	
Stalking	1	Probation Violation	2
CRIMES AGAINST PROPERTY		Restraining Order Violation	
		SOR Violation	
Arson			
Attempted Theft	2	OFFENSES AGAINST PUBLIC ORDER	
Burglary	3		
Criminal Trespass	17	Discharge Firearms	5
Forgery		Disturbance	34
Fraud	2	Disorderly Conduct	8
Larceny from Business		Domestic Disturbance	11
Larceny from Others	20	Failure to Obey Police Officer	
Larceny from Residence	1	Fight	3
Malicious Mischief	9	Harassment	14
Malicious Mischief Business		Interfering with Arrest	
Malicious Mischief Private Property		Interfering with Report of Crime	
Theft of Services	1	Loitering	
Theft from Watercraft		Peeping Tom	
Vehicle Theft	3	Report of Gunshots	2
		Resisting Arrest	
		Soliciting	
		Vagrancy	

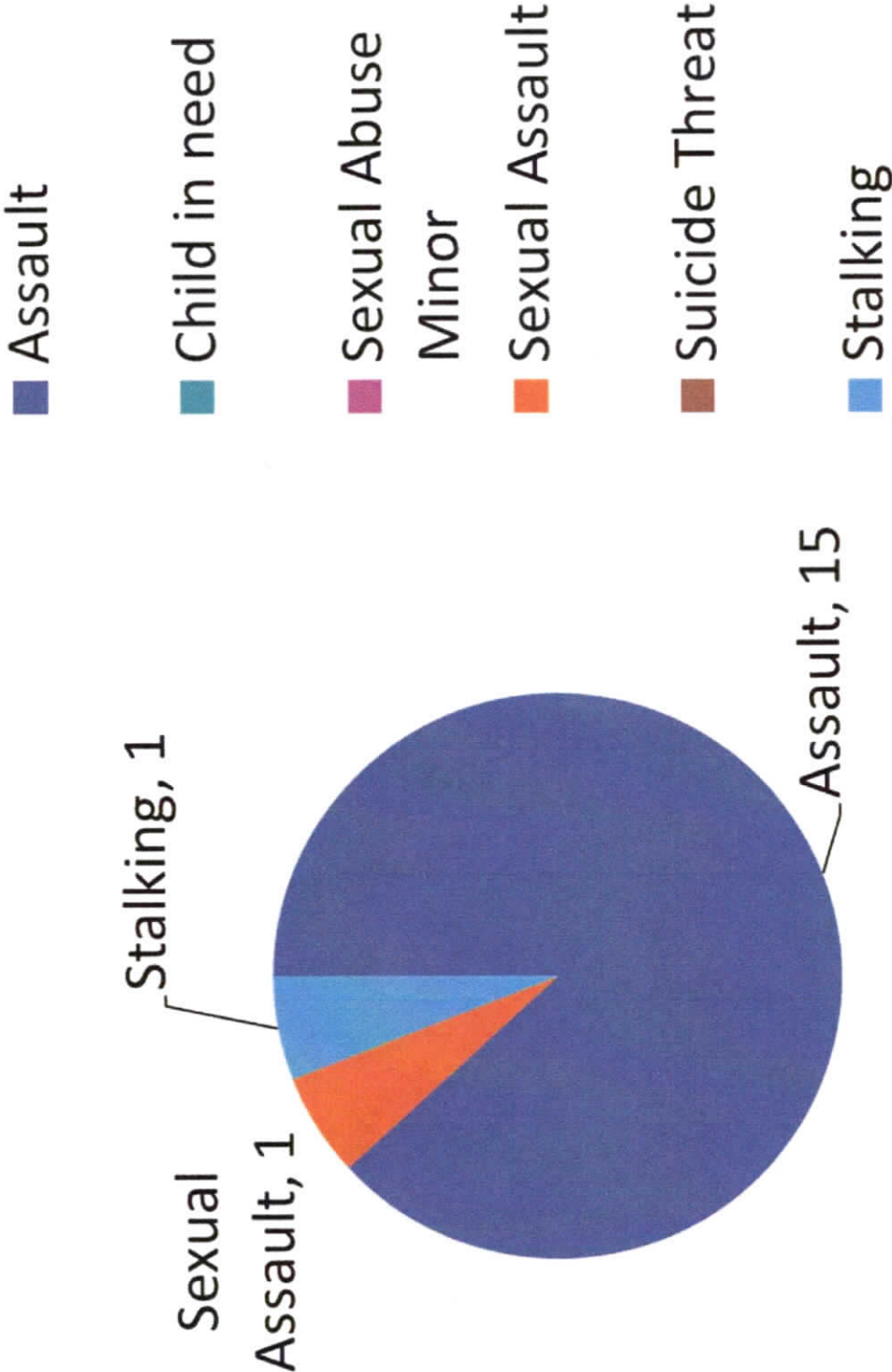
Year End 2021 Stats Page 2			
TRAFFIC OFFENSES			
Abandoned Vehicle	10	Funeral Escort	
Citation Equipment/Registration	25	Health & Safety	17
Citation License Violations	13	Illegal Entry	
Citation Parking	3	Inmate Booking	38
Citation Speeding	11	Inmate Incident	2
Complaint ATV	2	Juvenile Contacts	
Complaint Parking	27	Lost Property	4
Complaint Reckless Driving	22	Miscellaneous Paper Service	12
Complaint Speeding	4	Missing Person	3
Failure to Yield to Pedestrian	1	911 Wrong Number/No One There	91
Failure to Yield to School Bus	2	NFS Checks	
Hit & Run	1	Order to Show Cause	
Traffic Accident/Fatal		Officer Injury	
Traffic Accident/Injury	1	Oversized Load Permit	
Traffic Accident/No Injury	15	Prisoner Transport	
Traffic Accident/Property Damage	5	Possible Fugitive	
Traffic Hazard	3	Probation Referral (juvenile)	
Unauthorized Use of Vehicle		Prowler Report	
Vehicle Impound		Reckless Endangerment	
Verbal Warning	143	Recovered Firearm	
		Runaway	
MISCELLANEOUS ENTRIES			
		Search Warrant	1
		Security Check	2
Agency Assist	478	SOR Registration	
Arrest Warrant (other Agency's)		Shoplifting	
Background Check		Subpoena Service	118
Bench Warrant (our Agency)	6	Summons Service	24
Brady Law		Suspicious Circumstance	21
Burglar Alarm		Stolen Property	1
Citizen Assist	93	Title 47	5
Civil Matter	26	Unattended Death	4
Controlled Burn		Unsecured Premises	2
Courtesy Transport	6	Vacation Check	7
Dance Permit		Watercraft Accident	
Death Investigation		Welfare Check	50
Death Notification			
DMV Items Issued	64070.00	2215	UCR INFO
DVO Service		11	
Drug Information		2	Physical Arrests
Drug Interdiction		1	Theft \$ Amount
86'd Letter		6	Vehicle Theft \$ Amount
EDP		14	
Extra Patrol			JUVENILE INFO
Fire		6	Arrests
Found Property		33	Contacts
			Crime
			Traffic Stops or Citations
			1

Alcohol Offenses 2021

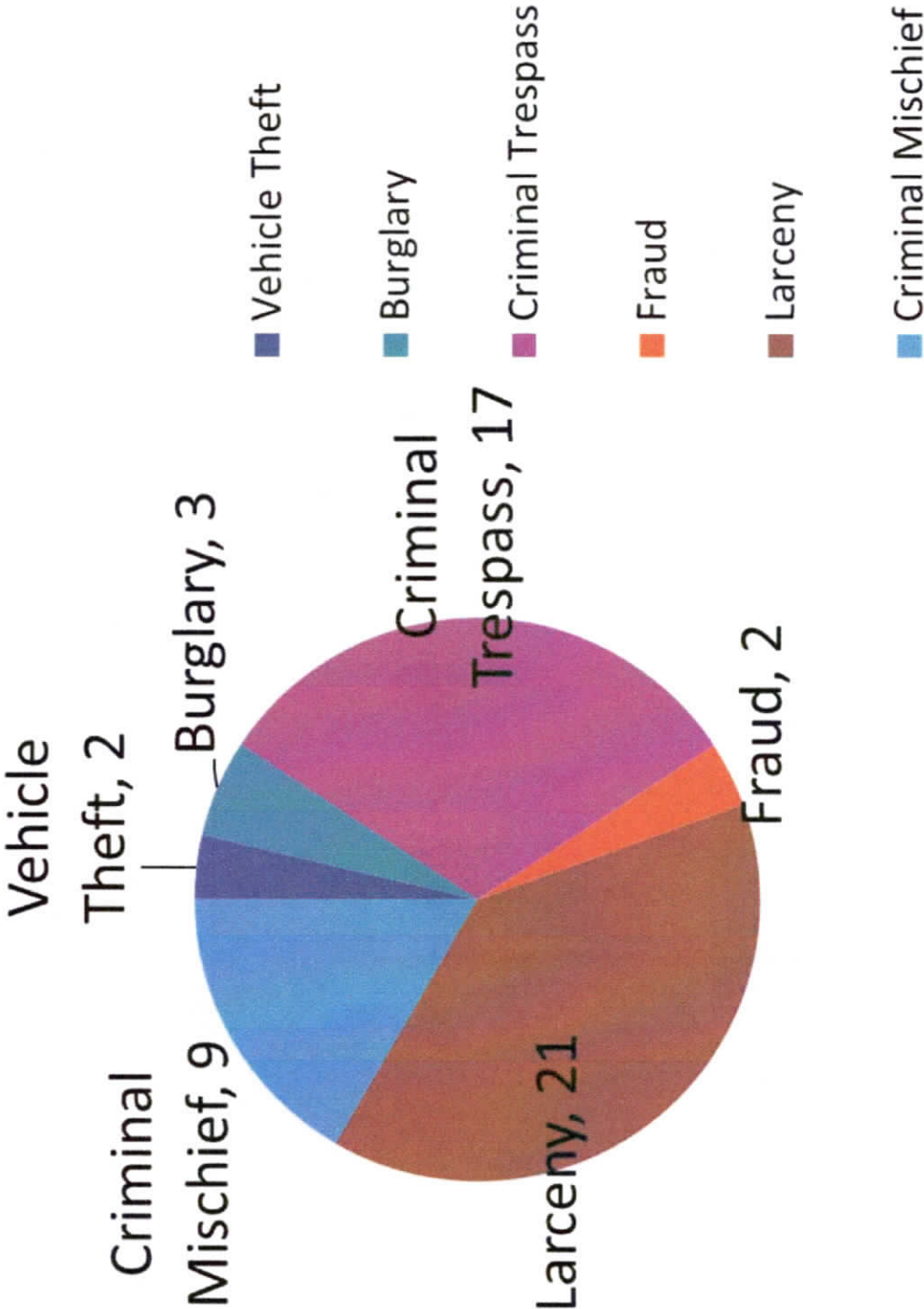




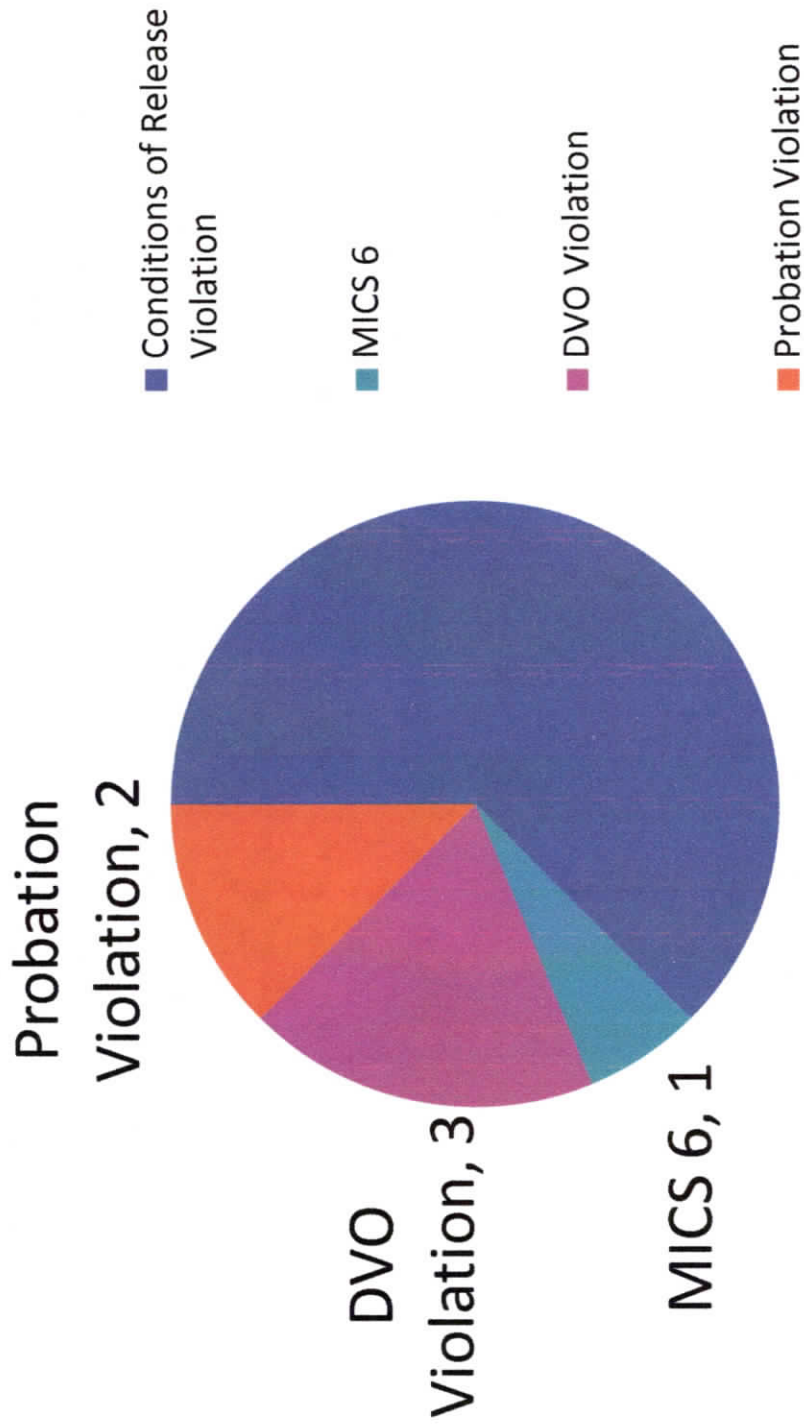
Crimes Against Person 2021



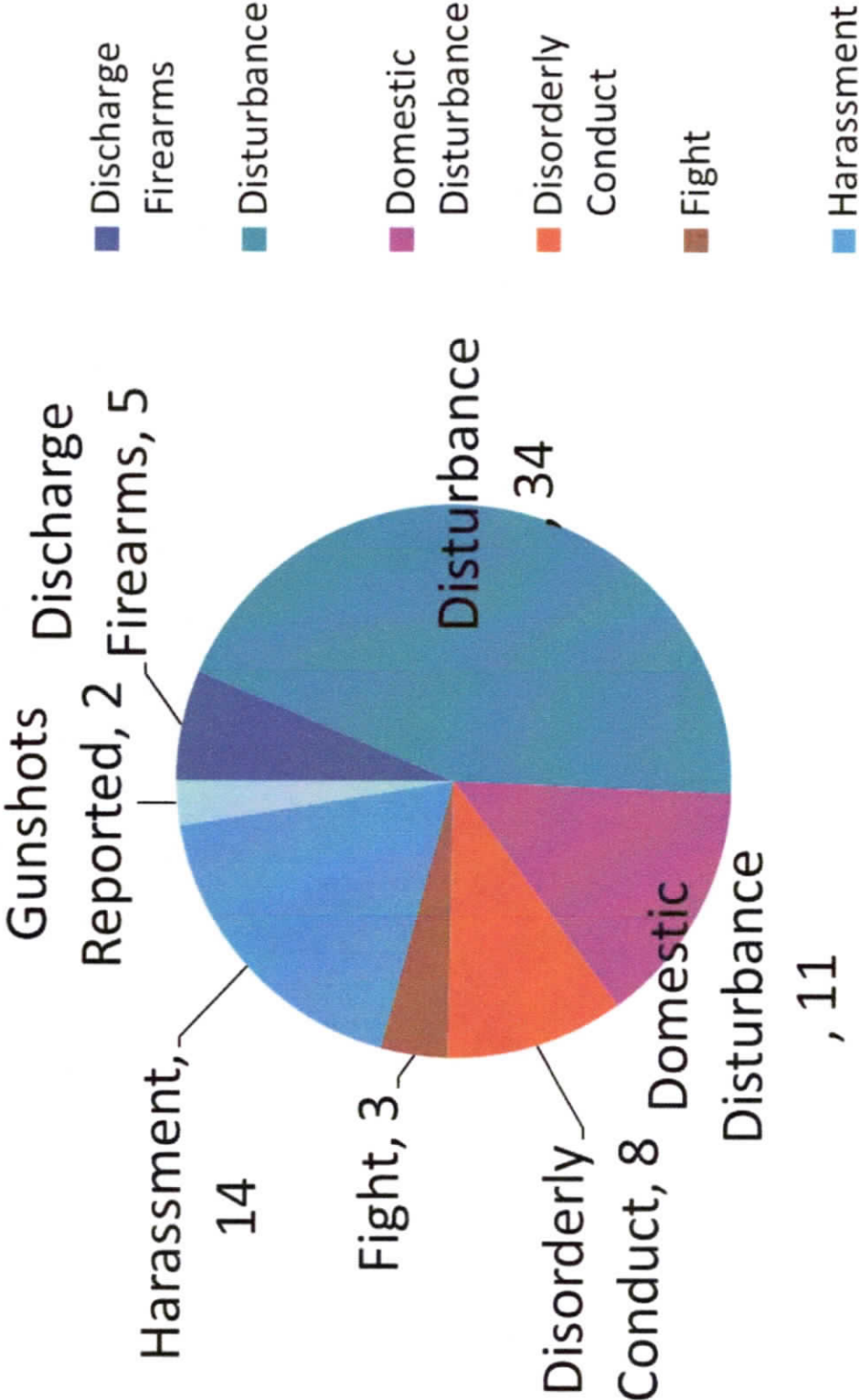
Crimes Against Property 2021



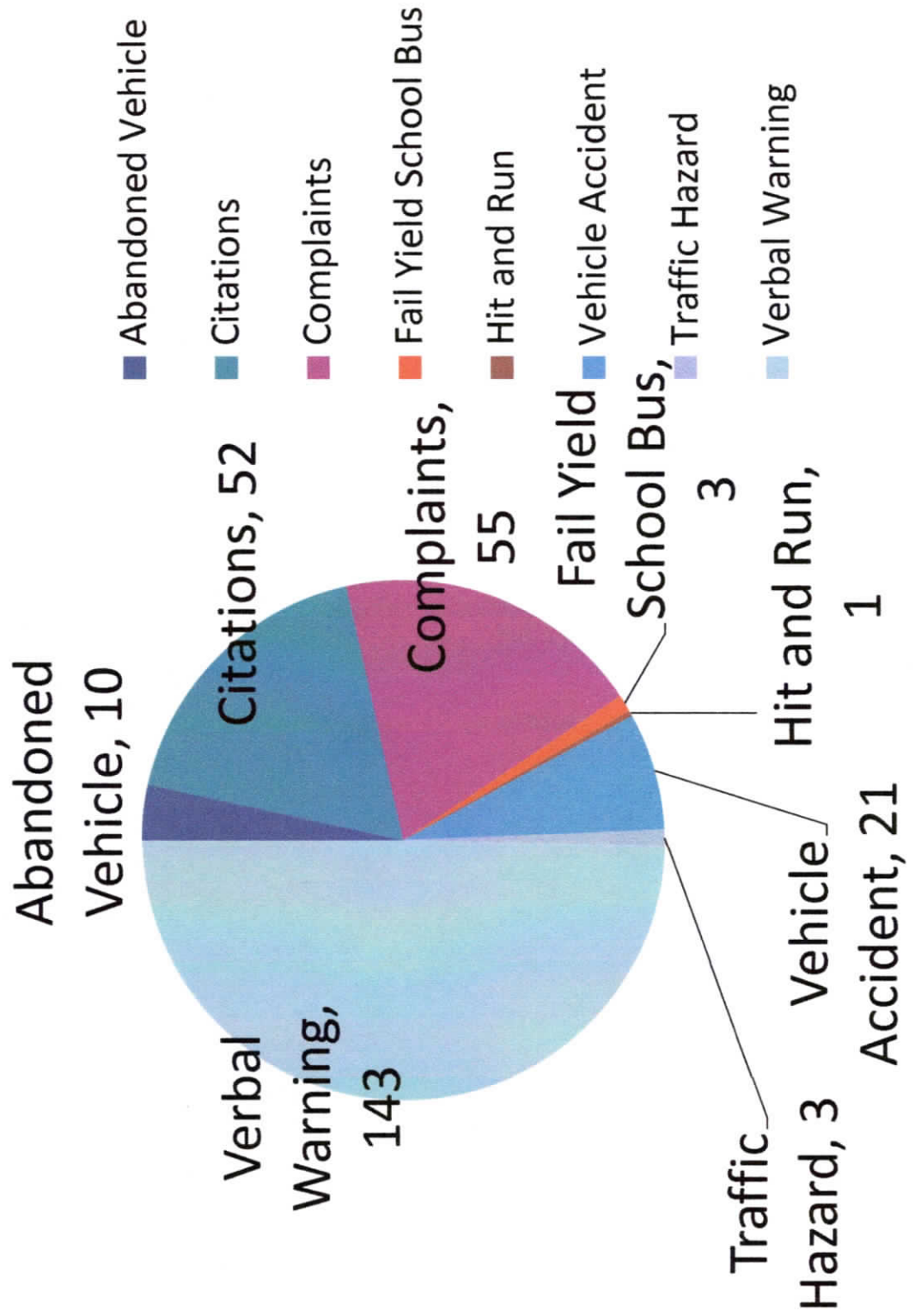
Miscellaneous Offenses 2021



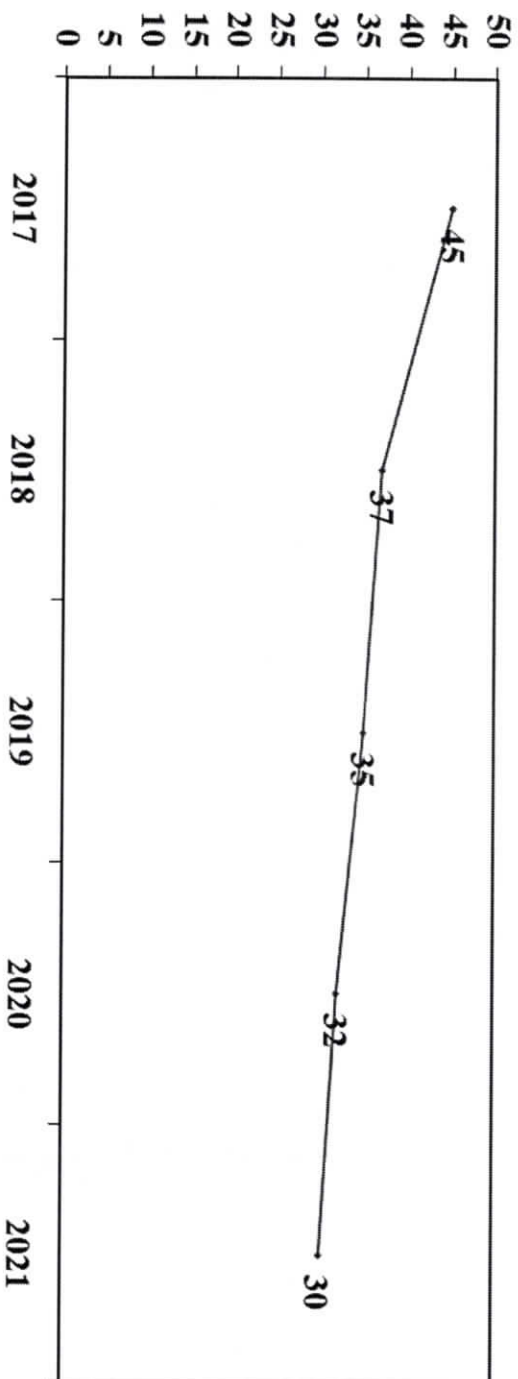
Offenses Against Public Order 2021



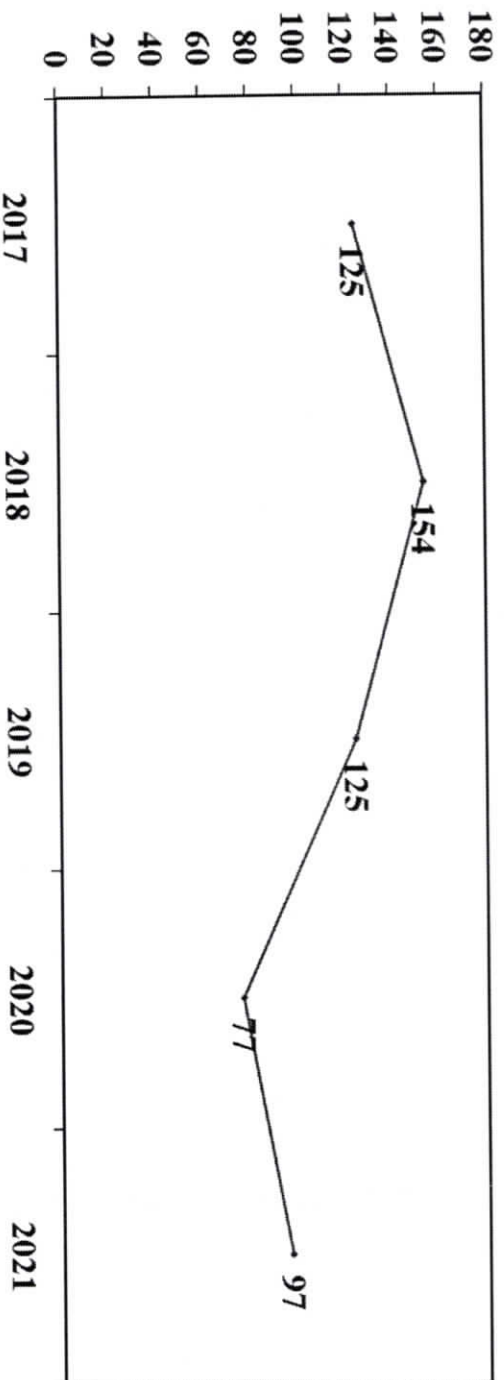
Traffic 2021



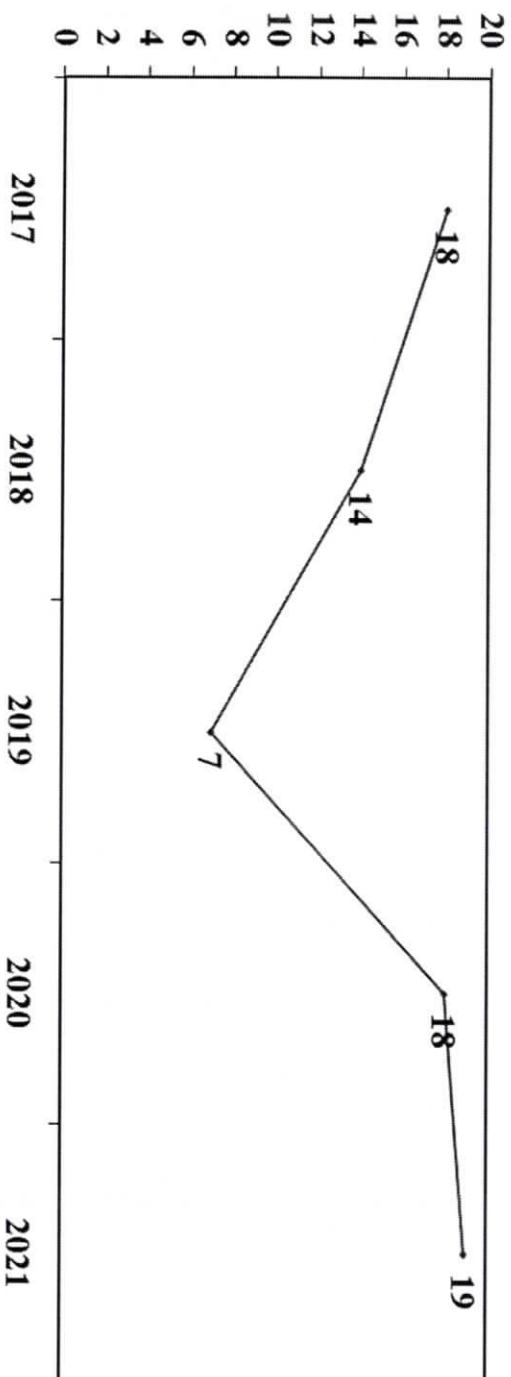
Five Year Comparison 2017-2021 Alcohol Offenses



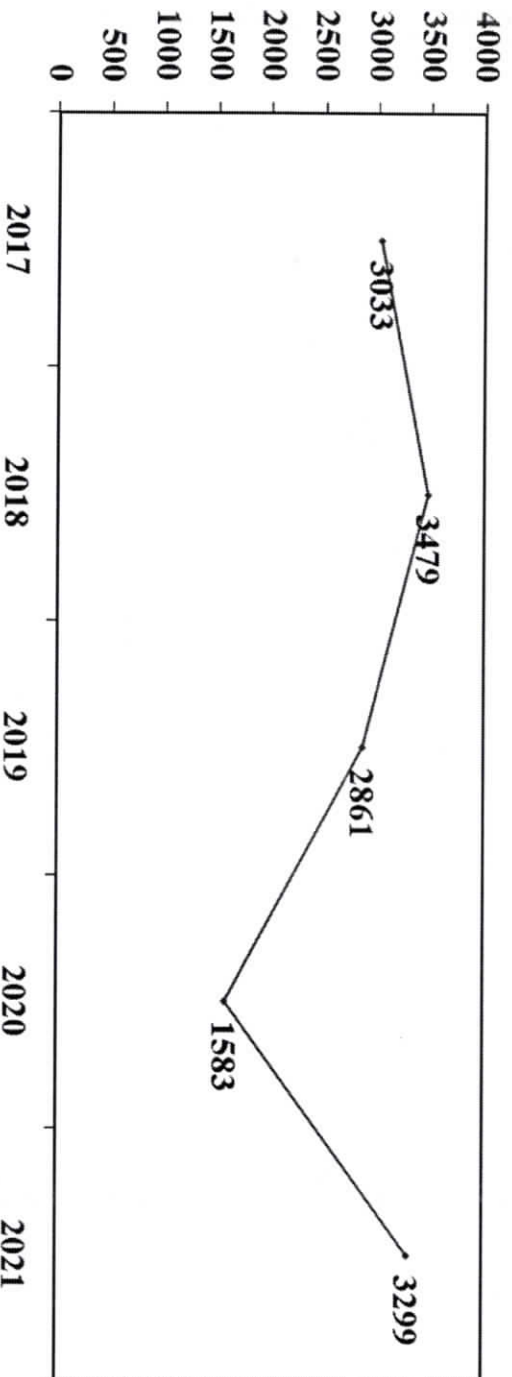
Five Year Comparison 2017-2021 Animals



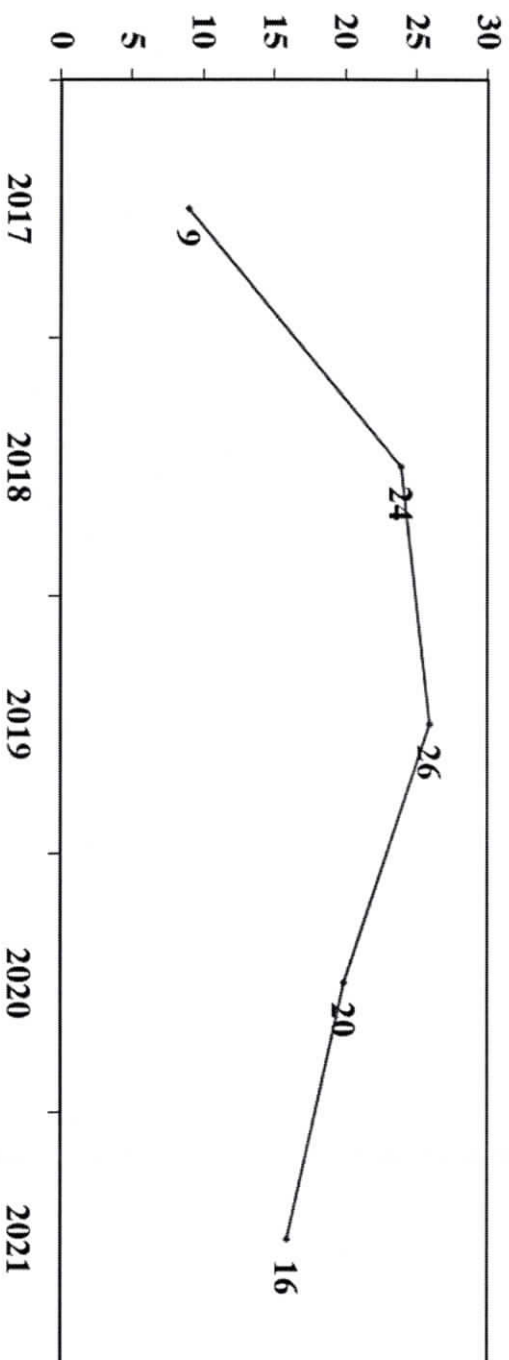
Five Year Comparison 2017-2021 City Violations



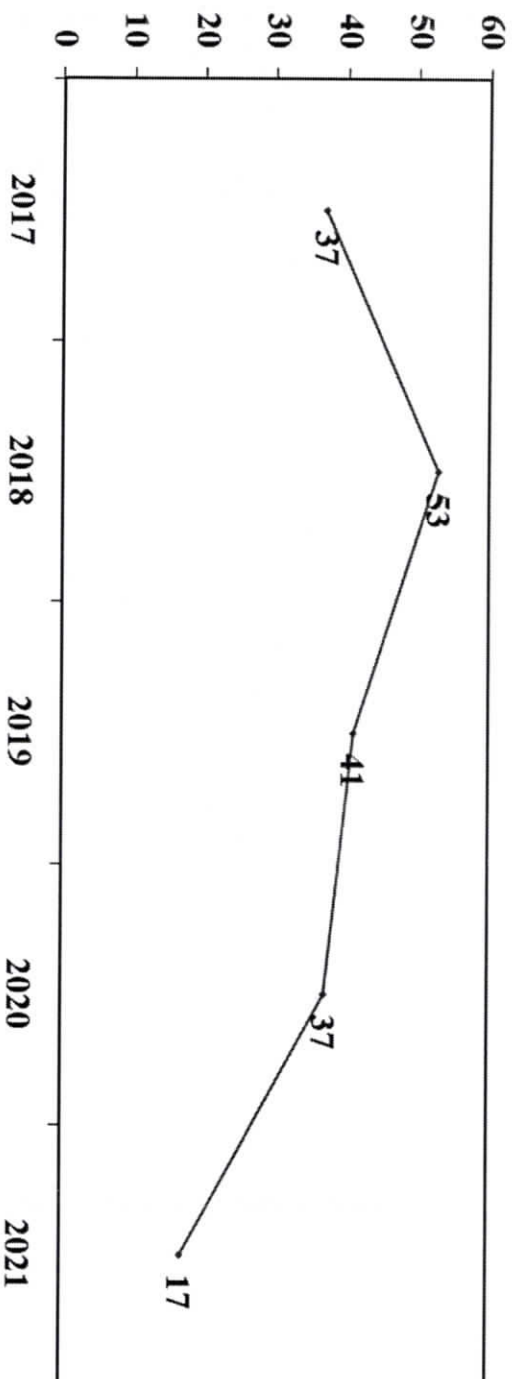
Five Year Comparison 2017-2021 Miscellaneous Activity



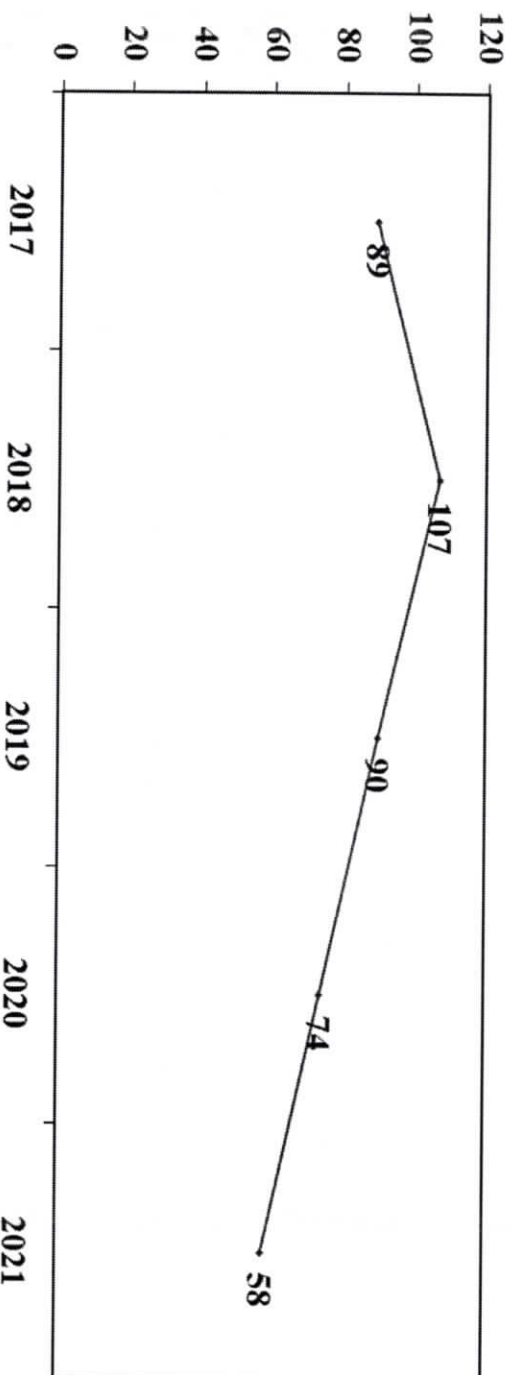
Five Year Comparison 2017-2021 Miscellaneous Offenses



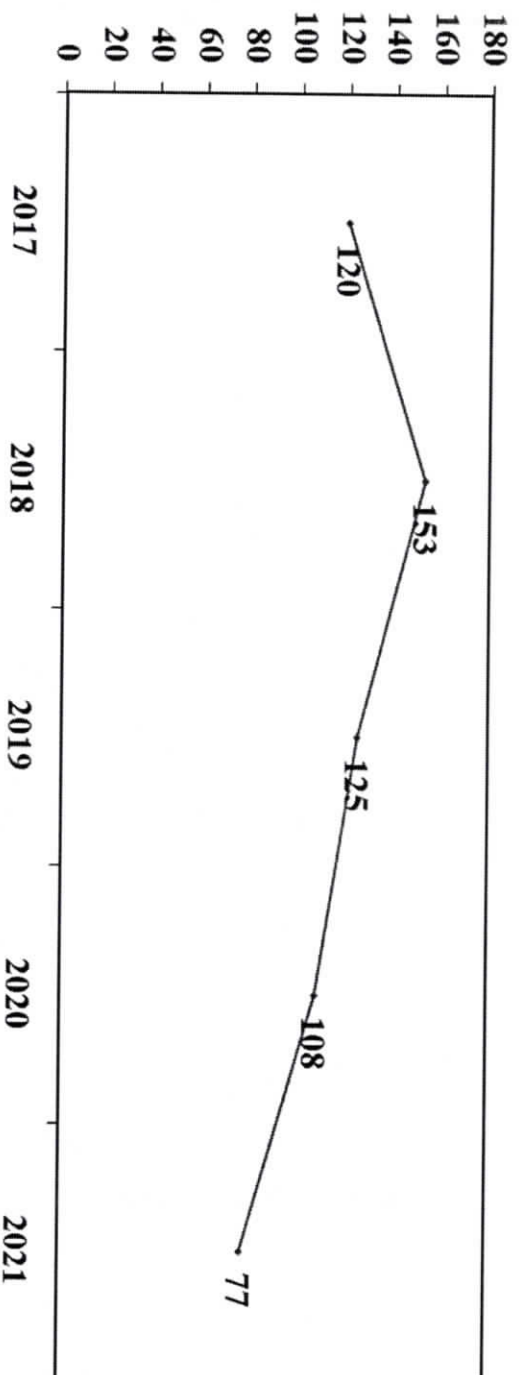
Five Year Comparison 2017-2021 Crimes Against Person



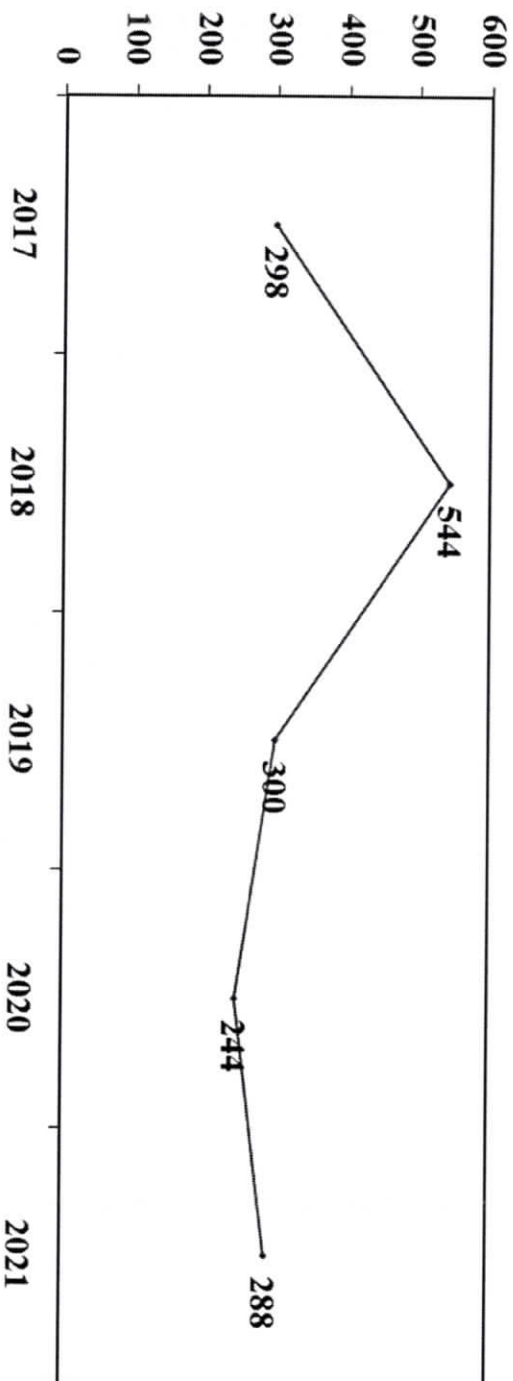
Five Year Comparison 2017-2021 Crimes Against Property



Five Year Comparison 2017-2021 Public Order Offenses



Five Year Comparison 2017-2021 Traffic



CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, MMC, Borough Clerk

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

February 9 – Parks & Recreation Advisory Board Mtg. at 5:30 pm in the Assembly Chambers

February 10 – Planning & Zoning Commission Mtg. at 5:30 pm in the Assembly Chambers

February 17 – Port Commission Mtg. at 6:00 pm in the Assembly Chambers

February 24 – CVB Public Meeting at 6:00 pm (Tourism Best Practices)

Community Events:

Meetings and Other events of the Borough Assembly:

February 22 – Regular Borough Assembly Mtg. at 6 pm in the Assembly Chambers

March 7 – Work Session with the Borough Assembly, School Board and Staff at 6 pm in the Assembly Chambers

March 8 – Regular Borough Assembly Mtg. at 6 pm in the Assembly Chambers

Clerk's Vacation

I will be away on vacation from February 10th through February 20th. I plan on compiling and publishing both the Agenda and Packet while I am away.



February 8-10th in Juneau

Borough Manager Good and Assembly Member Morrison will attend the Conference this year.



February 16-18th in Juneau

Borough Manager Good and Assembly Member Dalrymple will attend the Conference this year.

Withdrawing a Motion

A common misconception on Withdrawing a Motion is that both the member that moved and the member that seconded the motion must withdraw. That is not accurate.

Here is how this works: A motion may be withdrawn by the mover only with the *permission* of the **group**.

The mover may ask to withdraw a motion and the chair would then ask for any objections. If there are none, the motion is withdrawn.

A polled vote is not required, the Mayor can ask if there are any objections to the motion being withdrawn.

If there is an objection, then a vote must be taken, and the motion withdrawn only with a majority vote.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	2/8/2022
	<u>Agenda Section</u>	13

Discussion Item: Assembly Direction regarding Borough Attorney Professional Services Agreement

SUBMITTED BY:

Jeff Good, Borough Manager

FISCAL NOTE:

Expenditure Required: \$

FY 21: \$	FY 22: \$0	FY23: \$
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Amount Budgeted:

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

Account Number(s):

Account Name(s):

	Professional and contractual services
--	---------------------------------------

Unencumbered Balance(s) (prior to expenditure):

Reviews/Approvals/Recommendations

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

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

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

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

<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Levesque Law Group, LLC Professional Services Agreement

RECOMMENDATION MOTION:

None. Discussion Item only.

SUMMARY STATEMENT:

The CBW entered into a Professional Services Agreement (PSA) with Levesque Law Group, LLC for municipal legal services on March 1, 2019. That agreement ends on Feb 28, 2022 unless extended in writing by agreement of both parties. The Borough first began the relationship with the firm in 2019. Administration would like a discussion with the Assembly to determine if the Assembly would like

Administration to 1) solicit proposals from qualified legal firms; or 2) negotiate directly with Levesque Law Group on a renewal of the existing contract.

The Borough currently pays a a base fee of \$200/hr, a retainer discount of \$25/hr for the first 15 hours (up to \$375 per month).

A copy of the agreement is attached for review by the Assembly. If the Assembly would like to go through a competitive process issuing a Request for Proposals from qualified legal firms, we can work with Levesque Law Group to extend the existing contract month-to-month until a firm has been selected.

CITY AND BOROUGH OF WRANGELL, ALASKA
Professional Services Agreement for Municipal Legal Services

In consideration of the mutual promises herein, the CITY AND BOROUGH OF WRANGELL (“Borough”) and the law offices of LEVESQUE LAW GROUP, LLC (“Firm” or “Borough Attorney”) agree as follows:

- A. Part I, consisting of 14 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions.

Part I
Special Provisions

Section 1. Definitions.

In this Agreement:

- A. “Mayor” means the Mayor of the City and Borough of Wrangell.
- B. “Manager” means the Manager of the City and Borough of Wrangell.
- C. “Borough” means the City and Borough of Wrangell.
- D. “Assembly” means the City and Borough of Wrangell Assembly.

Section 2. Scope of Services.

- A. The Borough Attorney shall act as legal advisor to the Borough Assembly, administration, and other officials of the Borough to include without limitation the following:
 - (1) To duly advise the Assembly, administration, and other officials at meetings of the Assembly and at other functions as may be designated;
 - (2) To draft opinion letters regarding, among other subjects, the interpretation of the Borough codes, state and federal laws, and policies;
 - (3) To draft municipal ordinances involving all municipal matters;
 - (4) To review and provide opinions on codes, contracts, resolutions, and other written instructions which are submitted to the Firm by the Borough;
 - (5) To call attention of the Assembly and/or Manager, as may be appropriate, to changes or developments in legal matters that affect the Borough; and
 - (6) To perform other such duties as may be prescribed for the Borough Attorney by ordinance or by direction of the Assembly and/or Manager;
 - (7) To assist with negotiations on the Borough’s behalf and address other legal matters as they may arise.

- B. The Borough Attorney shall represent the Borough as attorney in civil and criminal proceedings affecting the Borough; however, the Borough Assembly may hire independent counsel when in its judgment independent counsel is needed. The attorney will represent the Borough in litigation involving prosecution of municipal code violations when needed. The Borough Attorney must at all times be qualified to represent the Borough in all State of Alaska Courts, U.S. District Court, and before the Ninth Circuit Court of Appeals.
- C. The Borough Attorney must work effectively with the Borough Assembly, administration, boards and commissions, and also with other public agencies with which the Borough has legal relations.
- D. The Borough Attorney must be experienced and proficient in legal matters affecting the Borough, to include without limitation, federal and state constitutional law, federal and state non-constitutional law, Alaska Statutes, specifically Title 29, and Borough Charter and Code.
- E. All representation of the Borough shall continue until the matters or cases assigned are either closed out by mutual consent or are recalled by the Borough Assembly.
- F. The Firm shall not engage any consultant, expert, or service without the prior approval of the Manager or Assembly.
- H. The Firm shall:
 - (1) Provide the Borough with copies of any significant pleading and/or correspondence prior to filing/sending them.
 - (2) Obtain the Borough Manager's approval of all expenses exceeding \$2,000.

Section 3. Access to Municipal Personnel.

The Manager shall secure the cooperation of the Borough personnel as necessary to assist the Firm's performance hereunder.

Section 4. Contract Manager.

The Borough shall:

- A. Receive all information and notices the Firm is required to communicate to the Borough pursuant to this Agreement.
- B. The Manager shall administer this Professional Services Agreement on behalf of the Borough.

Section 5. Term.

- A. For purposes of case assignments, this Agreement becomes effective when signed on behalf of the Borough, as of March 1, 2019, and shall continue for one (1) year from date executed. The Agreement may be extended for two (2) additional one-

year extensions at the Borough's option. This agreement may be terminated by the Borough at any time with or without cause.

- B. For purpose of assigned case completion this Agreement may be extended upon mutual consent.

Section 6. Compensation

- A. The Firm shall be compensated the flat monthly retainer rate for the first fifteen hours and then at the hourly rates enumerated in Attachment A. The Borough Attorney's fee schedule is to remain fixed for one (1) year from date executed. The Agreement may be extended for two (2) additional one-year extensions. If the Assembly opts to extend the Agreement, the fee schedule may be negotiated. The Firm will also be reimbursed for other appropriate costs incurred to perform under this Agreement.
- B. The Firm shall be entitled to no compensation under this Agreement beyond the scope of the Borough's express obligations under subsection A. The Borough understands that instances may arise that require additional services. During these times the Firm will give the Assembly an estimate of services requested and will return to the Assembly prior to exceeding the estimate.
- C. As a condition of payment, the Firm shall have paid all municipal taxes currently due and owing by the Firm.

Section 7. Payment and Reporting.

- A. The Firm shall submit itemized monthly billings to the Borough Manager for payment of all fees and costs for which the Firm seeks reimbursement under Section 6. Said monthly billings shall identify the subject of the work performed and the time, to the nearest one-tenth of an hour, spent on each subject. Costs shall be itemized and described separately on each monthly invoice.
- B. Upon approved billing, payment will be remitted to the Firm within 30 days.

Section 8. Termination of the Firm's Services

The Firm's services under Section 2 may be terminated:

- A. For convenience by the Borough Assembly.
- B. By mutual consent of the parties.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within fifteen (15) days after receiving the notice.

Section 9. Duties Upon Termination.

- A. If the Firm's services are terminated for the convenience of the Borough or by mutual consent of the parties, the Firm will be paid as provided for under Section 6. Total compensation will not exceed the amount stated in Section 6. All finished and unfinished documents, work product, and materials prepared by the Firm remain the property of the Borough.
- B. If the Firm's services are terminated for cause, the Borough shall pay the Firm the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by the Borough because of the Firm's failure to perform satisfactorily. The reasonable value of the services rendered shall not exceed the contract rate for such services. Any finished or unfinished documents, work product, or materials prepared by the Firm under this Agreement shall become the property of the Borough.
- C. The Firm shall not be entitled to any compensation under this Section until the Firm has delivered to the Borough Manager all documents, records, work product, and materials relating to this Agreement.
- D. If the Firm's services are terminated, for whatever reason, the Firm shall not claim any compensation under this Agreement, other than that allowed under this Section.
- E. Except as provided in this Section, termination of the Firm's services under Section 8 does not affect any other right or obligation of a party under this Agreement.

Section 10. Case Management.

- A. Execution of the Agreement by the Borough shall act as full authority for the Firm to proceed with the representation of the Borough as provided hereunder, beginning March 1, 2019.
- B. The Borough will have complete and total access to all material, information and files worked on by the Firm pursuant to this Agreement.
- C. Copies of all legal opinions shall be provided to the Borough Clerk's office.

Section 11. Assignments.

Unless otherwise allowed by the Manager or as directed by the Borough Assembly, any assignment by the Firm of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Firm to assign any part of its interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed.

Section 12. Ownership; Publication, Reproduction and Use of Material.

- A. The Firm agrees to discuss matters and reveal documents relating to this Agreement only with the Borough Assembly, Manager, Borough Clerk, or any person authorized by the aforementioned, and as required by court order.
- B. Except as otherwise provided herein, all data, documents, work product, research, reports, and materials produced by the Firm under this Agreement shall be the property of the Borough, which shall retain exclusive right to publish, disclose, distribute, copy, and otherwise use, in whole or in part, any such data, documents, research, reports, or other materials.

Section 13. Notices.

Any notice required pertaining to the subject matter of this Agreement shall be either personally delivered or mailed by prepaid first class registered or certified mail, return receipt requested, and by electronic mail, to the following addresses:

Borough: City and Borough of Wrangell
 Attention: Borough Manager's Office
 P.O. Box 531
 Wrangell AK 99929
 Email: lvonbargen@wrangell.com

Firm: LEVESQUE LAW GROUP, LLC
 Attention: Joseph N. Levesque
 3380 C Street, Suite 202
 Anchorage, AK 99503
 Email: joe@levesquelawgroup.com

Section 14. Conflict of Interest.

The Firm may not represent or assist private or public clients in connection with other claims, litigation, or other legal matters where such representation would constitute or appear to constitute a conflict of interest. In particular, the Firm shall comply with all relevant provisions of the Alaska Bar Rules and the Alaska Rules of Professional Conduct concerning the prohibition of conflicts of interest among clients.

The Firm shall not accept any employment and shall not render any professional services to other parties if such action might be inconsistent with the above-referenced standards unless the prior approval of the Assembly has been first obtained.

Part II General Agreement Provisions

Section 1. Relationship of Parties.

The Firm shall perform its obligations hereunder as an independent Firm of the Borough. The Borough may administer the Agreement and monitor the Firm's compliance with its obligations hereunder.

Section 2. Nondiscrimination.

- A. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status, or mental or physical disability. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical disability. Such action shall include, without limitation, employment, upgrading, demotion, or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Firm shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, or marital status, or mental or physical disability.
- C. The Firm shall comply with any and all reporting requirements that may apply to it which the City and Borough of Wrangell may establish.
- D. The Firm shall include the provisions of subsections A through C of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such independent counsel or firm of the firm under this Agreement.

Section 3. Permits, Laws and Taxes.

The Firm shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. All actions taken by the Firm under this Agreement shall comply with all applicable law to include without limitation, statutes, ordinances, rules, and regulations.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way effect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Agreement may be amended, modified, or changed only in writing as approved by the Borough Assembly and executed by the Borough Manager and an authorized representative of the Firm.

- B. For the purpose of any amendment, modification, or change to the terms and conditions of this Agreement, the only authorized representatives of the parties are:
 - (1) Lisa Von Barga City and Borough of Wrangell Manager
 - (2) Joseph N. Levesque, Levesque Law Group.
- C. Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Agreement shall be brought in the Superior Court for the First Judicial District of the State of Alaska, at Juneau. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Section 7. Severability.

Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

Section 8. Integration.

This instrument and Attachment A hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Section 9. Insurance and Indemnification.

- A. The Firm shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Agreement, the Firm shall furnish the Borough Manager with proof of insurance in accordance with Subsection B of this Section.
- B. The Firm shall provide the following types of insurance. The City and Borough of Wrangell shall be insured as additional insured on all insurance policies except Professional Liability and Worker's Compensation policies. All policies shall have a thirty-day notice of cancellation clause.
 - (1) *General Liability*
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general

aggregate is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

(2) *Workers' Compensation*

\$100,000 Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.

(3) *Professional Liability*

Agree to provide lawyer's professional liability insurance for all periods under the Agreement and provide an extended reporting period endorsement after the end of the Agreement for three years. Without request by the Borough, the Firm shall provide proof of such insurance during the Agreement period and proof of such endorsement after the end of the Agreement. The Firms' carrier must agree to notify the Borough thirty days before cancellation of insurance or of the extended reporting period endorsement. The insurance shall provide coverage for claims up to a minimum amount of \$1,000,000 per claim.

- C. To the fullest extent permitted by law, the Firm agrees to defend, indemnify and hold harmless the City and Borough of Wrangell, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses including costs and attorney fees, and appellate attorney's fees, incurred in defense thereof arising out of or in any way connected or associated with this Agreement.

Section 10. Inspection and Retention of Records.

The Firm shall at any time during normal business hours and as often as the Manager or Assembly may deem necessary, make available to the Borough for examination all records with respect to all matters covered by this Agreement for a period ending three years after the date of the Firm is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Firm shall submit such other information and reports relating to its activities under this Agreement to the Borough in such a form and at such times as the Borough Assembly may reasonably require. The Firm shall permit the Borough Assembly or their designee to audit, examine, and make copies of such records, and to make audits of all research, materials, pleadings, records of personnel, and other data relating to all matters covered by this Agreement. The Borough may, at its option, permit the Firm to submit its records to the Borough in lieu of the retention requirements of this section.

Section 11. Availability of Funds.

This Agreement is subject to the availability of funds lawfully appropriated for its performance.

IN WITNESS WHEREOF, the parties have executed this Agreement:

CITY AND BOROUGH OF WRANGELL

By: Lisa M. VonBargen 2/1/2019
 Lisa Von Bargen, Borough Manager Date

By: Steve Prysunka March 1 / 2019
 Steve Prysunka, Mayor Date

ATTEST:

Kim Lane 3/1/19
 Kim Lane, Borough Clerk Date

LEVESQUE LAW GROUP, LLC

By: Joseph N. Levesque Date: 2-28-2019
 Joseph N. Levesque
 Owner
 IRS Taxpayer Identification No.: 26-0844325
 State of Alaska)
) ss.
Third Judicial District)

Subscribed and sworn to before me at Anchorage, Alaska this 28th day of February 2019.

Notary Public in & for Alaska

Karen Douglas
 My Commission Expires: 1-1-23



LEVESQUE LAW GROUP, LLC

3380 C Street, Suite 202
Anchorage, Alaska 99503

Phone: (907) 261-8935
Fax: (206) 309-0667
Website: levesquelawgroup.com

Attachment A **Professional Services Agreement for Municipal Legal Services**

City and Borough of Wrangell

General Counsel services are retained for 15 hours a month flat services rate, monthly retainer, calculated to \$2,625 per month. The professional hourly fees apply after the retained monthly fee hour limit has been exceeded.

<i>Task Description</i>	<i>Hourly Fee</i>
<i>General Counsel services, 15 hours / month</i>	<i>\$175.00 / hr.</i>
<i>Lead Attorney Joseph Levesque</i>	<i>\$200.00/ hr.</i>
<i>Associate Attorney Shane Levesque</i>	<i>\$185.00 / hr.</i>
<i>Law Clerk Aaron Dobruck</i>	<i>\$125.00/ hr.</i>
<i>Senior Paralegal</i>	<i>\$110.00 / hr.</i>
<i>Expenses</i>	<i>Cost</i>
<i>Travel costs for two (2) on-site visits / attendance at Assembly meetings per year.</i> <i>(**Travel more than twice per year will be charged as stated below)</i>	<i>No Charge</i>
<i>Travel costs (airfare, hotel, ground transportation, meals) – no charge for travel time</i>	<i>Actual Cost</i>
<i>Copies and Faxes – In house (both color and black/white)</i>	<i>.20 / page</i>
<i>Scanning – In house</i>	<i>No charge</i>
<i>Delivery & Courier charges</i>	<i>Actual Cost</i>

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	2/8/2022
	<u>Agenda Section</u>	13

Discussion Item: Assembly Direction regarding Lobbying Professional Services Agreement

SUBMITTED BY:

Jeff Good, Borough Manager

FISCAL NOTE:

Expenditure Required: \$

FY 21: \$	FY 22: \$0	FY23: \$
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Amount Budgeted:

	FY21\$0
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Account Number(s):

Account Name(s):

	Professional and contractual services
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Unencumbered Balance(s) (prior to expenditure):

Reviews/Approvals/Recommendations

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

	Name(s)
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. Ray Matiashowski & Associates Professional Services Agreement

RECOMMENDATION MOTION:

None. Discussion Item only.

SUMMARY STATEMENT:

The CBW entered into a Professional Services Agreement (PSA) with Ray Matiashowski & Associates (RM&A) for lobbying services on November 1, 2018. That agreement ends on October 31, 2022 unless extended in writing by agreement of both parties. The Borough first began the relationship with the firm in 2018. Administration would like a discussion with the Assembly to

determine if the Assembly would like Administration to 1) solicit proposals from qualified lobbying firms; or 2) negotiate directly with RM&A on a renewal of the existing contract.

The Borough currently pays \$36,000 for its services, \$3,000/month not including travel or other incidental costs.

A copy of the agreement is attached for review by the Assembly.

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into between the City and Borough of Wrangell (CBW), PO Box 531, Wrangell, AK 99929, and Ray Matiashowski & Associates (RM&A), PO Box 24034, Douglas, AK 99824, on this 28th day of November 2018.

Recitals

- A. CBW has a need of professional lobbying services, and
- B. RM&A offers expertise and knowledge in socio-political and government matters in the State of Alaska, and
- C. CBW desires to make a continued use of RM&A's services in these areas and engage RM&A to render these services, and
- D. RM&A desires to perform these services based on the terms and conditions hereinafter set forth:

Therefore, in consideration of the mutual terms and conditions set forth below, the parties agree as follows:

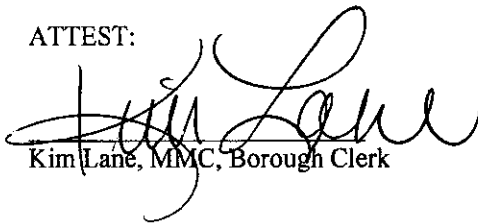
- 1. Term of Contract: CBW employs RM&A for State of Alaska consultative, legislative and administrative lobbying activities for the term of one year beginning on November 1st of 2018 through October 31th of 2019. The CBW may extend the contract by mutual consent of both parties for up to three one year terms.
- 2. Compensation: CBW shall pay RM&A \$36,000 for its services as follows: \$3,000 each month for the term of this agreement. Payment shall be made to RM&A upon presentation of an appropriate invoice. Included in each monthly invoice shall be billings for any travel and other incidental costs which are in addition to the base monthly amount: local transportation, photocopying, long distance telephone charges, overnight mail and postage. Any travel outside the Juneau metropolitan area, including meals, lodging and plane fare, shall be billed to CBW. Such travel shall not be taken unless authorized by CBW.
- 3. Deliverables:
 - A. Meet with CBW staff and assembly once a year in the fall to talk about the upcoming legislative session, the CBW's capital list and other issues that relate to the legislature and the borough's goals.
 - B. Provide e-mail or verbal communication to the Borough Manager or other appropriate staff during the legislative session to update and notify of pending items of interest to CBW.
 - C. Communicate and advise when it would be appropriate for the Mayor, Manager or other staff members to come to Juneau to talk to our representative or senator and to provide testimony when necessary.
 - D. If a conflict arises about the lobbying effort with another client that would not be in the best interest of CBW, RM&A is required to notify the Borough Manager immediately to discuss the issue and come up with a solution.
 - E. Provide the CBW with suggestions on how we can improve our lobbying effort so we are more effective.
 - F. At the end of the session provide the CBW with a written summary report of various bills that may affect the CBW. This report is due by July 1 of each year.
- 4. Termination: This agreement shall remain in full force and effect for the term herein specified unless terminated or annulled by either party upon thirty days' notice in writing.

5. No assignability: This agreement is purely and solely with RM&A. RM&A shall have no right to assign, transfer, pledge or otherwise affect the agreement, nor any interest thereunder, nor any of the monies due or to become due by reason of the terms therein.
6. Waivers, Modification, or Alterations: Any waiver or modification of any of the provisions of this agreement or the terminations thereof, shall be in writing and signed by both parties.
7. Venue: This agreement shall be governed by the laws of the State of Alaska.
8. Independent Contractor: Neither this agreement, nor anything contained herein, shall be construed to extend to RM&A the right to act as agent for CBW or to grant to RM&A any power of attorney, whether actual, or apparent, or implied. RM&A shall remain throughout the performance of this agreement as an independent contractor.

CBW employs RM&A for State of Alaska consultative, legislative and administrative lobbying activities and to advise management on all matters as defined by mutual agreement to render such services pertinent thereto in accordance with such instructions as may from time to time be given by CBW. RM&A shall report and be responsible to the CBW. RM&A shall devote its best effort and such time as shall be necessary and consistent with the provisions of this agreement. CBW hereby contracts and employs RM&A beginning November 1, 2018 and ending October 31, 2019 unless extended or shortened by mutual consent.

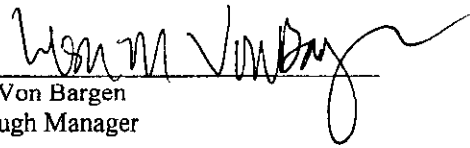
WHEREFORE the parties have entered into this agreement the date and year first above written.

ATTEST:


Kim Lane, MMC, Borough Clerk


OWNER:

City and Borough of Wrangell

By: 
Lisa Von Barga
Borough Manager

CONTRACTOR:

RAY MATIASHOWSKI & ASSOCIATES

By: 
Ray Matiasowski