



**City and Borough of Wrangell  
Borough Assembly Meeting  
AGENDA**

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**Tuesday, June 26, 2018  
7:00 p.m.**

**Location: Assembly Chambers,  
City Hall**

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**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Stephen Prysunka
- b. INVOCATION to be given by Nettie Covalt with the Presbyterian Church
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.*

**2. ROLL CALL**

**3. PERSONS TO BE HEARD**

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

Consent Agenda Items:

- a. Approval of Assembly Minutes – May 22, 2018 (Regular)
- b. Approval of a Special Events Permit Application – BPO Elks 1595
- c. Approval of Liquor License Application (#4618) for North Star Ventures LLC (Stikine Restaurant) for a Beverage Dispensary-Tourism
- d. Approval of Application and Form AB-03 (Restaurant Designation Permit Application) for North Star Ventures LLC (Stikine Restaurant)
- e. Approval of a Transfer License Application from Southeast Properties LLC to North Star Ventures LLC (Goodale to Harris) for the Stikine Restaurant-Beverage Dispensary - Tourism

Correspondence Items:

- f. School Board Minutes –School Board Action
- g. Travel Summary Report (January 2018 thru May 2018)
- h. Condolence letter from the Petersburg Vice-Mayor Gregor
- i. Wrangell Medical Center Board Minutes – May 30, 2018 (Regular) & June 5, 2018 (Special)

**7. BOROUGH MANAGER'S REPORT**

- a. Water Report

**8. BOROUGH CLERK'S FILE**

**9. MAYOR AND ASSEMBLY BUSINESS**

**10. MAYOR AND ASSEMBLY APPOINTMENTS**

- a. Appointment to fill the alternate vacancy seat on the SEAPA Board of Directors for CY 2018

**11. PUBLIC HEARING**

**12. UNFINISHED BUSINESS**

- a. Approval of Contract with Tamico RnR JV in the Amount of \$8,355,240 for the Shoemaker Bay Harbor Project (*postponed from the June 12, 2018 Assembly Meeting*)

**13. NEW BUSINESS**

- a. Approval of Project Contingency Allocation in the Amount of \$417,762 for the Shoemaker Bay Harbor Project
- b. Approval of Professional Services Agreement with PND Engineers in the Amount of \$731,328 for Construction Administration and Construction Inspection for the Shoemaker Bay Harbor Project
- c. Approval of Amendment to Letter of Intent with the City and Borough of Wrangell and SEARHC
- d. **PROPOSED RESOLUTION NO. 06-18-1417** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE JOB DESCRIPTION OF POLICE SERGEANT
- e. **PROPOSED RESOLUTION NO. 06-18-1418** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE JOB DESCRIPTION OF POLICE LIEUTENANT
- f. Approval of Professional Services Agreement with the State of Alaska for Wrangell Regional and Community Jail in the Amount of \$371,975
- g. Approval of 60 Foot Floating Easement through the Institute Property to Provide Access to Properties Identified on the Preliminary Plat for Trust Land Survey 2018-10 for the Land Trade between the Alaska Mental Health Trust and US Forest Service

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

**15. EXECUTIVE SESSION**

- a. Mill Property
- b. Borough Clerk's Annual Evaluation

**16. ADJOURNMENT**

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

<u>AGENDA ITEM TITLE:</u> Ceremonial Matters	<u>NO.</u>	<b>1c</b>	Date	June 26, 2018
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				

**INFORMATION:**

***Ceremonial Matters.** Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.*

**RECOMMENDED ACTION:** No action required.

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>6</b>	Date	June 26, 2018
<b>Consent Agenda</b>				
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				

**INFORMATION:**

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

**CONSENT AGENDA - RECOMMENDED ACTION:**

***Move to approve the Consent Agenda as submitted.***

Consent Agenda Items:

- a. Approval of Assembly Minutes – May 22, 2018 (Regular)
- b. Approval of a Special Events Permit Application – BPO Elks 1595
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Correspondence Items:

- f. School Board Minutes –School Board Action
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- h. Condolence letter from the Petersburg Vice-Mayor Gregor
- i. Wrangell Medical Center Board Minutes – May 30, 2018 (Regular) & June 5, 2018 (Special)



**Minutes of Regular Assembly Meeting  
Held on June 12, 2018**

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., June 12, 2018, in the Borough Assembly Chambers. Assembly Members Decker, Gilbert, Larrabee, Powell, Howell, Prysunka, and Mayor Jack were present. Borough Manager Von Barga and Deputy Clerk Aleisha Mollen were also in attendance.

The Pledge of Allegiance was led by Assembly Member Patty Gilbert.

The Invocation was given by Don McConachie.

**CEREMONIAL MATTERS** - None.

**PERSONS TO BE HEARD** –

**Sally Schilchting, Unit Manager for Technical Services, Policy & Regulations (ADEC)** was present to give an update on the Byford Junkyard Clean-Up Project.

Prysunka asked about the projections for cost and Schilchting said that it looked like it would be in under budget and that she will be in communication with the Borough Manager about such.

Von Barga also added that the City & Borough will provide direction and information about the end state of the property in July or August. Schilchting also said that any leftover materials will go to a State agency first, possibly DNR or DOT.

Jack asked about the weather effect on moving the material. It was replied that there are pads to be able to put a tarp over for transportation.

**Don McConachie** spoke about the Mariner's Memorial and asked about the lease amount. Von Barga stated that the lease shows \$10 per year as the amount.

**Michael Lockabey** spoke about the Sea Otter Resolution that was part of the legislative priorities for the City and Borough. The current legislation is dead in the legislature. No action or discussion was taken at a recent meeting with Senator Dan Sullivan. The item is not able to be taken up in 2018 again.

**AMENDMENTS TO THE AGENDA**

Von Barga stated that there was a formal protest received by the second lowest bidder for the Shoemaker Project. Von Barga stated that we have 2 options – to remove it from the agenda or leave it and then move to postpone at the time. The Assembly agreed to the second option.

Decker asked to reverse 13a and 13b and move them to the end of the agenda. There were no objections from the Assembly.

Gilbert had some concerns about the Mariner's Memorial Lease; would address them at the time the item comes up.

**CONFLICT OF INTEREST** – Prysunka declared a potential conflict due to his wife's employment and status at the Wrangell Medical Center. Jack declared no conflict; there were no objections from the Assembly.

## **CONSENT AGENDA**

### Consent Agenda Items:

- a. Approval of Assembly Minutes – May 22, 2018

### Correspondence Items:

- b. School Board Minutes – School Board Action – May 21, 2018
- c. Wrangell Medical Center Minutes – April 18, 2018
- d. School Board Press Release – Strategic Plan

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

## **BOROUGH MANAGER'S REPORT**

Manager Von Barga provided a verbal report on the following:

- Thank you to Brett Woodbury for use of his equipment and to the Jabusch family for the work done recently at the Library.
- There was a meeting with Trident recently about touring the plant for the summer season.
- A recent meeting with Alpine Construction was productive and this will lead to the mill property coming up for discussion in the near future.
- At a recent WMC Board Meeting, the WMC CEO's contract was renewed for a year, including an assumption contract for the SEARHC assumption.
- Lisa attended a meeting in Seattle with SEARHC and they were able to talk about intent and go through a line-by-line purchase agreement. This was a needed face-to-face meeting and was highly productive.
- After the Budget is passed, the focus will shift to the hospital and hiring the department heads for the Nolan Center, Finance, and WMLP. Nuisance abatement will also be a priority along with the Byford Lot and the Capital/Public Works split.
- Lisa will be taking some time off this weekend due to family obligations.
- Today is Lee's last day physically here; will return in August and September for audit purposes.

## **BOROUGH CLERK'S FILE**

Clerk Lane's report was provided.

Decker asked about the SEAPA alternate spot currently held by Lee. He can participate telephonically if needed. Prysunka stated that there are some options he'd like to speak to Lisa about before going forward.

## **MAYOR AND ASSEMBLY BUSINESS**

Gilbert will be attending an IFA Board Meeting on Thursday and will respond back.

Larrabee thanked the AmeriCorps group that had been working around town. They have done a lot of nice things.

Prysunka stated that SEAPA will be doing their budget at the meeting next week and all were welcome.

**MAYOR AND ASSEMBLY APPOINTMENTS** – None.

**PUBLIC HEARING** – None.

**UNFINISHED BUSINESS** – None.

**NEW BUSINESS**

**13a PROPOSED RESOLUTION NO. 06-18-1412** of the Assembly of the City and Borough of Wrangell, Alaska Authorizing a Lease for the Mariners Memorial

***M/S: Gilbert/Decker, moved to approve Resolution 06-18-1412, Authorizing a Lease for the Wrangell Mariners Memorial with corrections.***

Gilbert offered corrections to the lease and resolution that were not content-based correction and will be made to both documents. Decker also had 2 corrections of similar nature.

Prysunka asked about the listing of the organization and if it was correct as listed on their 501(c)3 paperwork. Von Bargaen replied that their attorney had reviewed it.

Decker stated that the document was a bit overly boilerplate for this activity. Von Bargaen said that we are moving to a standard lease to be used for everyone and that this one is the first one using that template.

***Motion approved unanimously by polled vote.***

**13b** Approval of Wrangell Medical Center FY 2019 Budget

***M/S: Gilbert/Decker moved to approve the Wrangell Medical Center FY2019 Budget. Motion approved unanimously by polled vote.***

After the vote, Prysunka asked that in the future, someone should be available to speak to Agenda items like this.

**13c** Approval of Wrangell Medical Center 2019 Personnel Policies

***M/S: Powell/Decker moved to approve the Wrangell Medical Center 2019 Personnel Policies. Motion approved unanimously by polled vote.***

**13d PROPOSED RESOLUTION NO. 06-18-1416** of the Assembly of the City & Borough of Wrangell, Alaska Authorizing Continued Pursuit of a Community Healthcare Solution Strategic Affiliation with Southeast Alaska Regional Health Consortium

***M/S: Howell/Prysunka moved to approve Resolution No. 06-18-1416 of the Assembly of the City & Borough of Wrangell, Alaska Authorizing Continued Pursuit of a Community Healthcare Solution Strategic Affiliation with Southeast Alaska Regional Health Consortium.***

Gilbert asked what the asset purchase agreement was and if it was still called a purchase agreement even though no money had changes hands. Von Bargaen said that the agreement was the transactional document. It reviews the transfer, construction of the new hospital, and what each entity was responsible for. Although no money was changing hands, it is a purchase agreement because value changes hands. Each side was currently doing their review and when ready, it will come to the Assembly

for an Executive Session Review. Once the final document was complete, it will come to the Assembly for approval.

Gilbert also asked how we work around the charter and if an appraisal will be needed. Von Bargaen replied that we don't have to work around the charter and that we were still waiting to see if an appraisal was needed.

Decker summarized that this resolution keeps us on track and authorizes the Borough Manager and the attorney to negotiate. Von Bargaen agreed and said that this moves us into the due diligence phase. She also noted that the SEARHC Board would be taking similar action tomorrow so that the architect can move forward.

***Motion approved unanimously by polled vote***

**13e** Approval of Contract with Tamico RnR JV in the Amount of \$8,355,240 for the Shoemaker Bay Harbor Project

***M/S: Prysunka/Powell moved to approve a contract award to Tamico RnR JV in the amount of \$8,355,240 for the Shoemaker Bay Harbor Project.***

Amber Al-Haddad gave an update about the bid process. The engineers reviewed and went with an intent to award to the apparent low bidder. Then last night an email was received from the second low bidder, Western Dock and Bridge, with a protest on 2 points:

1. There was not a Business License for the Joint Venture, although both companies have individual licenses. The companies should have that license soon, but it was not in place at the time of the bid opening.
2. An Addendum required experience in marine projects of a similar size and scope. Western Dock and Bridge is protesting the experience of the low bidder in that one project was out of the scope and one project was 11 years ago, outside of the 10-year window.

Al-Haddad was hoping to hear from the attorney soon to keep with the timeliness of the project.

Von Bargaen also stated that they would be returning with a Funding Package for the project.

***M/S: Prysunka/Powell moved to postpone this item until the issues are resolved. Motion approved unanimously by polled vote.***

**13f** **PROPOSED RESOLUTION NO. 06-18-1415** of the Assembly of the City & Borough of Wrangell, Alaska Adopting the Budget for All Funds of the City and Borough of Wrangell, Alaska for the Fiscal Year 2018-2019

***M/S: Prysunka/Howell moved to approve Resolution No. 06-18-1415 of the Assembly of the City & Borough of Wrangell, Alaska Adopting the Budget for All Funds of the City and Borough of Wrangell, Alaska for the Fiscal Year 2018-2019.***

After extensive discussion about the fees, possible fee increases, and the upcoming Rate Analysis Study to take a look at the fees charged by the City and Borough of Wrangell, an amended motion was made.

***Amended M/S: Decker/Gilbert moved to amend the motion to include a 5% increase to the Sanitation Fund Rates.***

**Recess at 8:18 p.m.**  
**Reconvene at 8:28 p.m.**

Al-Haddad answered questions about the way sanitation fees were currently billed; to charge by weight, additional equipment, structure and logistics would be needed; not sure that this is the right course, but that it does need to be addressed; also noted that rates for shipping garbage out will likely increase due to a new formula and that in 4 years we will be required to send garbage out bailed.

***Amended Motion failed by polled vote with Larrabee, Powell, Prysunka, Gilbert, Howell, and Jack voting no; Decker voted yes.***

***Main Motion approved unanimously by polled vote.***

**13g PROPOSED RESOLUTION NO. 06-18-1414** of the Assembly of the City & Borough of Wrangell, Alaska Levying a General Tax for School and Municipal Purposes upon all Taxable Property within the Borough for the Tax Year 2018 Pursuant to Wrangell Municipal Code Section 5.04.010; Providing for the Collection of Taxes Due in 2018 and Prescribing Penalties and Interest for Delinquent Taxes

***M/S: Prysunka/Howell moved to approve Resolution No. 06-18-1414 of the Assembly of the City & Borough of Wrangell, Alaska Levying a General Tax for School and Municipal Purposes upon all Taxable Property within the Borough for the Tax Year 2018 Pursuant to Wrangell Municipal Code Section 5.04.010; Providing for the Collection of Taxes Due in 2018 and Prescribing Penalties and Interest for Delinquent Taxes.***

Gilbert asked about the Appraiser's Certification of the Tax Roll and if it was due by June 1<sup>st</sup> each year. Von Barga answered that it is and was some clerical oversight on their part that caused the delay.

Decker noted that the General Fund is feeling the pinch and that it is primarily sales and property tax that fund that. Historically the mill rate has fluctuated higher and lower than where it is now and could be a source to fix a deficit.

***Motion approved unanimously by polled vote.***

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

**EXECUTIVE SESSION** – None.

Regular Assembly Meeting adjourned at 8:47 p.m.

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David L. Jack, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk



Alaska Alcoholic Beverage Control Board

## Form AB-05: Special Events Permit Application

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

### What is this form?

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

### PLEASE NOTE:

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

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

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

Enter information for the organization seeking the permit.

Nonprofit Corporation:	BAOEIKS 1595				
Alaska Entity #:	47627D	AK Formed Date:			
Business Address:	PO BOX 377				
City:	WRANGEL	State:	Alaska	ZIP:	99929
Contact Person:	SHIRLEY CLARK		Contact Phone:	907-874-3129	
Contact Email:	WRANGEL1595@OUTLOOK.COM				

### OFFICE USE ONLY

Permit #:		Transaction #:	
Issue Date:		Fee Amount:	
Permits Granted:	of 5 this calendar year	BRE:	



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

Alaska Alcoholic Beverage Control Board

**Form AB-05: Special Events Permit Application**

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

Event Name:	1978 REUNION PARTY
Event Description:	CLASS REUNION
Event Location:	LODGE ROOM - WRANGELL EIKS 1595
Event City:	WRANGELL

Date(s):	July 2, 2018				
Start Time:	7:00	<input type="radio"/> am <input checked="" type="radio"/> pm	End Time:	1:00	<input checked="" type="radio"/> am <input type="radio"/> pm

Location of Event:

Yes No

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

Yes  No

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

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

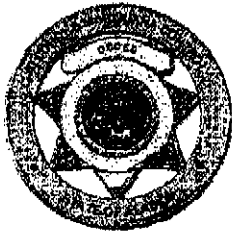
Yes  No

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

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

Reason event held on an existing licensed premises:

The ONES in CHARGE ARE EIK MEMBERS AND LIKE OUR FACILITIES. IT IS IN A CENTRAL LOCATION IN TOWN AND PRIVATE



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

### Alaska Alcoholic Beverage Control Board Form AB-05: Special Events Permit Application

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

Name:	DAWN C ANGERMAN		Alcohol Server Education Card?
Date of Birth:	7-7-1963	AK Driver License #:	0720991
			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

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

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

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

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

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

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

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

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



## WRANGELL ELKS LODGE #1595

## TRUSTEE (BOARD OF DIRECTORS) MEETING MINUTES

MAY 1, 2018

Meeting called to order at 6:30 pm.

Roll Call: Mike White, Exalted Ruler and outgoing Chair, Shirley Clark, Lodge Secretary, Dawn Angerman, Trustee, Chris Stewart, Trustee, Barb Hommel, Trustee, Vern Philipps, Trustee, Bob Robbins, Trustee

Hard copies of the current (January 2018 issue) House Committee Handbook were handed out to each Trustee.

Nomination of Trustees: Nominated and unanimously elected Christ Stewart as Trustee Chair, also nominated and unanimously elected Dawn Angerman as House Committee Chair. Barb stated that Dawn needs to delegate more responsibilities. Barb was then asked to take on the task of doing the cook schedules for Fridays & Saturdays along with finding cook helpers.

Shirley handed out copies of each DRAFT Budget sheets. Still need to distribute the Bowling Budget. There was some discussion on the formats and it was decided the Trustees would take some time, make notes and come back for a Budget meeting on Tuesday, May 15<sup>th</sup> @ 6:30 pm.

Kevin Stutz and his daughter will be cooking this weekend (5/4 & 5/5).

There was a discussion about the difficulties of finding volunteer help to do the many necessary duties at the Club & Lodge. Vern Phillips brought up the idea of sending out a mailing to the local members with boxes that can be checked with specific duties that might fit their skill set.

Dawn showed the 150<sup>th</sup> Anniversary Merchandise that had just arrived and the retail prices were agreed upon.

We need all member names on labels that we can cut for the Daily Pot bucket. Shirley can print these out.

Dawn relayed the phone conversation she had with Sumi Angerman, who is the representative in charge of planning and organizing their 40<sup>th</sup> Reunion Party. Sumi is a spouse of a current member of the Lodge. They would like to rent the upstairs lodge room and upstairs bar with a bartender on Monday, July 2<sup>nd</sup>. They would like a full bar and one keg of beer. Currently, they are looking at having someone cater appetizers for their food and they will have a DJ. They are expecting 75-100 people. The event will start at 7 pm and will end no later than 1:00 am. They will either do their own cleanup or pay their caterer to do it. Dawn has shown here a copy of the Lodge Use Agreement Form and prices were discussed. The issue of applying for an Alcohol Control Board Special Event Permit was discussed. This permit may be needed because there will be non-members in attendance.

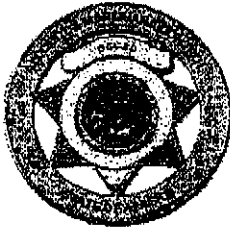
Motion was made by Barb to allow them use of the Lodge Room and Upstairs Bar with the following fees: Lodge Rental - \$150, Use of Upstairs Bar w/our bartender - \$75, Use of Kitchen - \$100. There will be no charge for cleaning if both rooms are cleaned and returned to original status by noon on the following day (7/3). And to apply for the Alcohol Control Board Special Event Permit.

Motion was seconded by Chris Stewart and then voted on unanimously to allow.

There was discussion about the Hat Rule. It causes more problems having it in place and we are losing members because of it. The Trustees would like to go back and change the By-Laws to remove this rule.

Dawn discussed the topic of planning some much needed spring cleaning inside and out around the Lodge. Maybe we can borrow a hot water pressure washer from Don Sorric to clean the outside greasy fan vent.

Meeting was adjourned at 8:15 pm



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-05: Special Events Permit Application

### What is this form?

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

### PLEASE NOTE:

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

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

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

Enter information for the organization seeking the permit.

Nonprofit Corporation:	BPO Elks 1595				
Alaska Entity #:	47627D	AK Formed Date:			
Business Address:	PO Box 377				
City:	Wrangell	State:	Alaska	ZIP:	99929
Contact Person:	Shirley Clark		Contact Phone:	907-874-3129	
Contact Email:	wrangell1595@outlook.com				

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



Alaska Alcoholic Beverage Control Board

# Form AB-05: Special Events Permit Application

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

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

Event Name:	4th of July Beer Garden
Event Description:	Outside Beer Garden
Event Location:	Alley on outside of Building
Event City:	Wrangell, AK 99959*

Date(s):	July 3rd, 2018 thru July 4th, 201/8				
Start Time:	12:00	<input type="radio"/> am <input checked="" type="radio"/> pm	End Time:	10:00	<input type="radio"/> am <input checked="" type="radio"/> pm

Location of Event:

Yes No

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

Yes  No

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

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

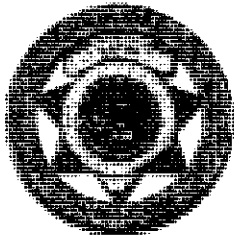
Yes  No

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

License Type:	Liquor	License #:	370
Doing Business As:	Wrangell Elks #1595		

Reason event held on an existing licensed premises:

Annual July 3-4th Beer Garden, allows our members and guest to enjoy the 4th of July outside weather permitting.



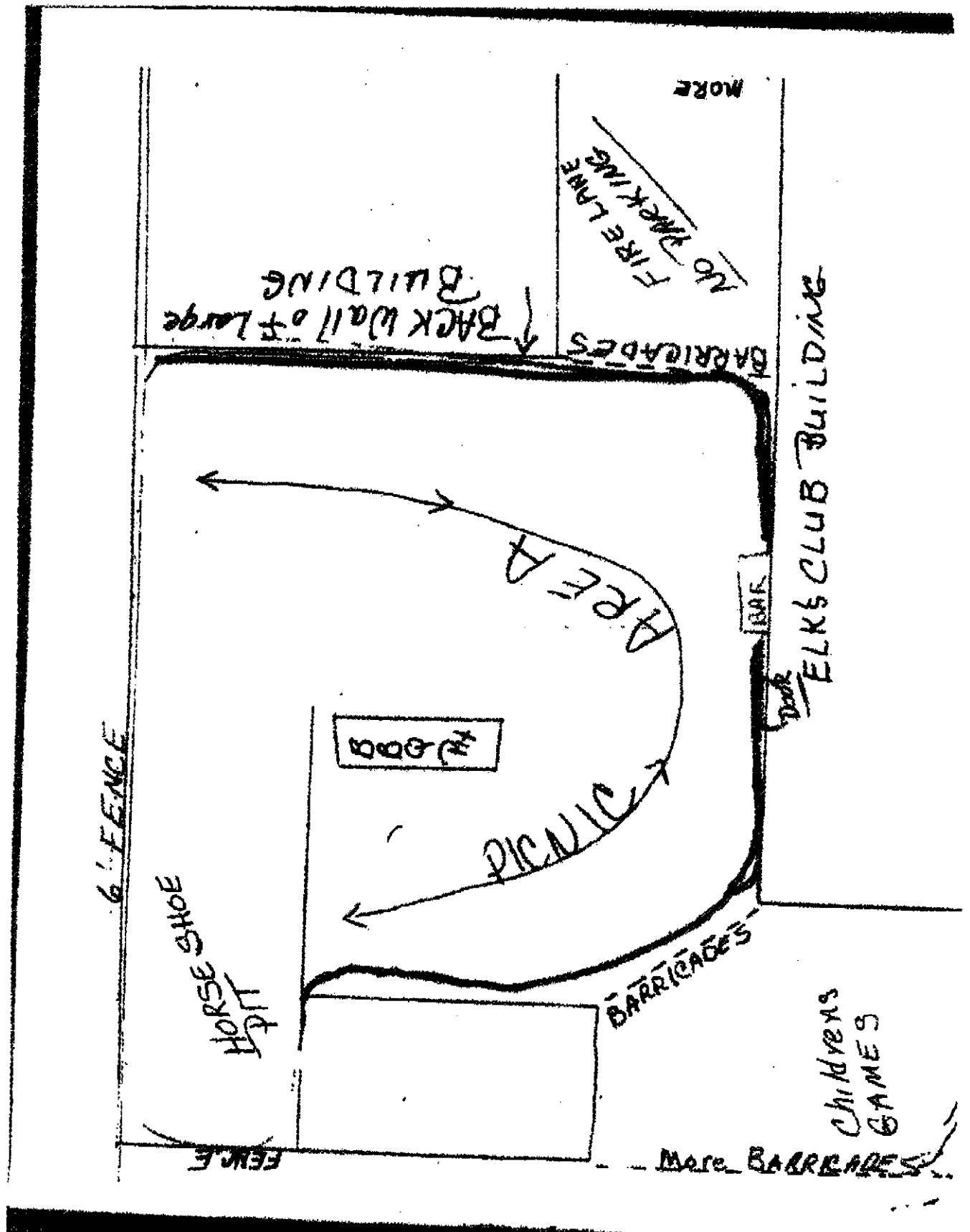
Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

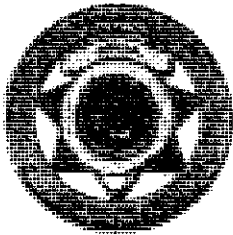
**Alaska Alcoholic Beverage Control Board**

**Form AB-05: Special Events Permit Application**

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

*SEE ATTACHED*





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-05: Special Events Permit Application**

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

Name:	Heather Seimears		Alcohol Server Education Card?
Date of Birth:	08/27/1984	AK Driver License #:	6585104
		Yes	<input checked="" type="checkbox"/>
		No	<input type="checkbox"/>

Name:	Dawn C Angerman		Alcohol Server Education Card?
Date of Birth:	07/107/1963	AK Driver License #:	07209914
		Yes	<input checked="" type="checkbox"/>
		No	<input type="checkbox"/>

Name:	Issabella K Crowley		Alcohol Server Education Card?
Date of Birth:	05/19/1994	AK Driver License #:	118065425
		Yes	<input checked="" type="checkbox"/>
		No	<input type="checkbox"/>

Name:	Carrie Wallace		Alcohol Server Education Card?
Date of Birth:	05/09/1945	AK Driver License #:	0571660
		Yes	<input checked="" type="checkbox"/>
		No	<input type="checkbox"/>

Name:	Chris Stewart		Alcohol Server Education Card?
Date of Birth:	02/13/1984	AK Driver License #:	7302677
		Yes	<input checked="" type="checkbox"/>
		No	<input type="checkbox"/>

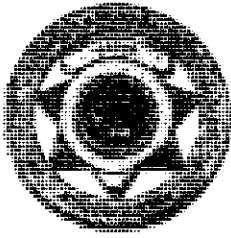
Name:			Alcohol Server Education Card?
Date of Birth:		AK Driver License #:	
		Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>

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

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

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

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



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

### Alaska Alcoholic Beverage Control Board Form AB-05: Special Events Permit Application

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

Initials

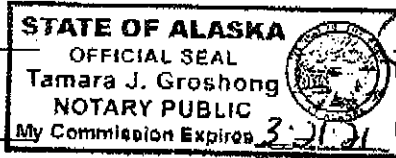
I certify that this nonprofit organization has been active and incorporated under AS 10.20 for a period of at least two years before this application, and that all profits derived from the sale of beer or wine are paid to the organization and not to an individual.

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

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

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

Mike White  
Signature of president of organization



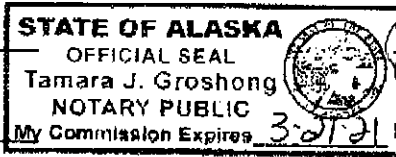
Tamara J. Groshong  
Notary Public in and for the State of Alaska.

MIKE WHITE  
Printed name of president of organization

My commission expires: 3-21-21

Subscribed and sworn to before me this 11 day of June, 2018.

Shirley J. Clark  
Signature of secretary of organization



Tamara J. Groshong  
Notary Public in and for the State of Alaska.

SHIRLEY J. CLARK  
Printed name of secretary of organization

My commission expires: 3-21-21

Subscribed and sworn to before me this 11 day of June, 2018.

**Law Enforcement and AMCO Review:**

[Signature]  
Signature of local law enforcement

5-1  
Badge number

Approved  Disapproved

Doug McCloskey  
Printed name of local law enforcement

6/12/18  
Date

\_\_\_\_\_  
Signature of Program Coordinator

\_\_\_\_\_  
Signature of AMCO Investigator/Director

Approved  Disapproved

\_\_\_\_\_  
Printed name of Program Coordinator

\_\_\_\_\_  
Printed name of AMCO Investigator/Director

\_\_\_\_\_  
Date

**AMCO Comments:**



June 20, 2018

City & Borough of Wrangell  
Attn: Kim Lane, MMC  
VIA Email: [clerk@wrangell.com](mailto:clerk@wrangell.com)

<b>License Type:</b>	Beverage Dispensary-Tourism	<b>License Number:</b>	4618
<b>Licensee:</b>	North Star Ventures LLC		
<b>Doing Business As:</b>	Stikine Inn		

- New Application
  Transfer of Ownership Application  
 Transfer of Location Application
  Transfer of Controlling Interest Application

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

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

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)





107 Stikine Ave  
Wrangell, AK 99929  
907 874 3388  
info@stikineinnak.com

May 24, 2018

Re: Security Plan Statement, Outdoor Seating, License #4618 Transfer

To whom it may concern,

The patio attached to licensed location #4618 is open seasonally, weather permitting. It is designed as an extension of the Stikine Inn Restaurant dining room to give our tourism clientele a waterfront, outdoor dining experience.

Our intention is to provide a safe dining experience for our guests and a safe working experience for our staff. Our Security Plan for the Patio is as follows:

- All server staff are required to be over the age of 21 and are trained in house in addition to being TAP certified. We employ no servers under the age of 21.
- Support staff under the age of 21 (bussers/hosts/dishwashers) are not permitted to handle used alcohol glasses (beer, wine or spirit glassware).
- All service staff are trained in the signs of intoxication and are instructed to never serve anyone alcohol that appears to be intoxicated.
- We require an ID be provided by every guest requesting to be served alcohol.
- During service hours (11am-9pm), management is always on premise and able to deal with any guest/alcohol related issues.
- The Patio is never open for service or seating unless we have a server on duty, scheduled and working on the patio (normally we run two servers on patio).
- There is signage posted on both sides of the patio glass declaring "BY LAW No Outside Alcoholic Beverages Permitted on Patio" and "BY LAW No Guests May Leave Patio/Restaurant Premises with Alcoholic Beverages."
- If ever a guest attempts to hand alcohol over the patio railing to *anyone*, drink will be confiscated, and if necessary, law enforcement will be called.
- Guests are only allowed to enter and exit the patio through the dining room stairs (ADA ramp, as mentioned below, is designated for those with special needs only).
- All alcohol service stops once the Kitchen closes for food service in the evening.

The patio barrier is constructed of anodized aluminum railing and glass paneling. The patio seating area measures 31'11" wide on the south side, 27'10" wide on the north side and measures 42' in overall length. There is a locked gate/entry built into the patio railing for maintenance access, the two keys to this gate are in the possession of management only (Bill Goodale, Jake Harris). Signage on both sides of the service gate clearly state: "Not an Exit" and "Not an Entrance," respectively. Access to the patio is a walkway with 3 stairs that extends from within the building in the dining room. In addition to the stair entrance, we have limited access to the patio via an ADA accessible wood ramp (at the north end of the dining room) that measures 38'7" in length, 4'8" in width with an approximate rise of 1" for every 14" in length. The ramp also has anodized aluminum handrails attached to the length of the wooden structure, per ADA regulations. The ADA ramp is "roped off" at the base with a chain and signage very clearly designating usage access only for those requiring it.

Sincerely,

Jake Harris



Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

### Section 1 - Establishment Information



Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	North Star Ventures LLC	License Number:	4618
License Type:	Liquor License - Beverage Dispensary - Tourism AS 04.11.400(d)		
Doing Business As:	Stikine Inn		
Premises Address:	107 Stikine Ave		
City:	Wrangell	State:	AK
		ZIP:	99929





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-02: Premises Diagram

### Section 2 – Detailed Premises Diagram

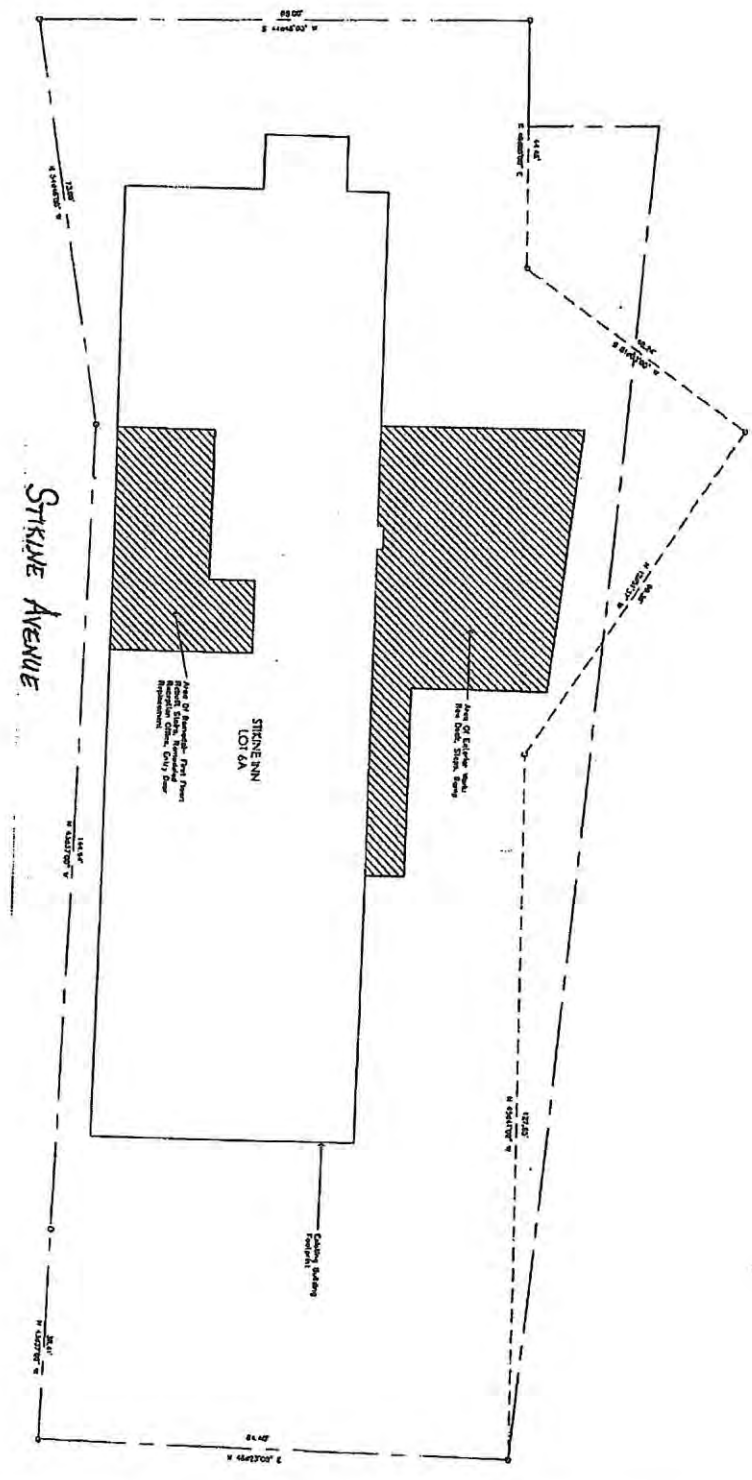
Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas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

SEE ATTACHED





FRONT STREET



1 Site Plan



STIKINE AVENUE

STIKINE INN LOT 1A

Area of Remodel - Part From  
Original Plans, Remaining  
Approximate 1913 Plan

Part of Existing  
Footprint, Approx. 1913

Existing  
Footprint

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JUN 08 2018

ALCOHOL & GAMING CONTROL OFFICE  
STATE OF ALASKA

A-2  
Sheets

REMODEL - Phase 2  
STIKINE INN  
107 STIKINE AVE., WRANGELL, ALASKA



WELSH WHITELEY ARCHITECTS, LLC  
320 Dock Street #315  
Ketchikan, Alaska 99901  
Phone: 225-2412 Voice  
1071 225-4422 Fax

WELSH  
WHITELEY  
ARCHITECTS



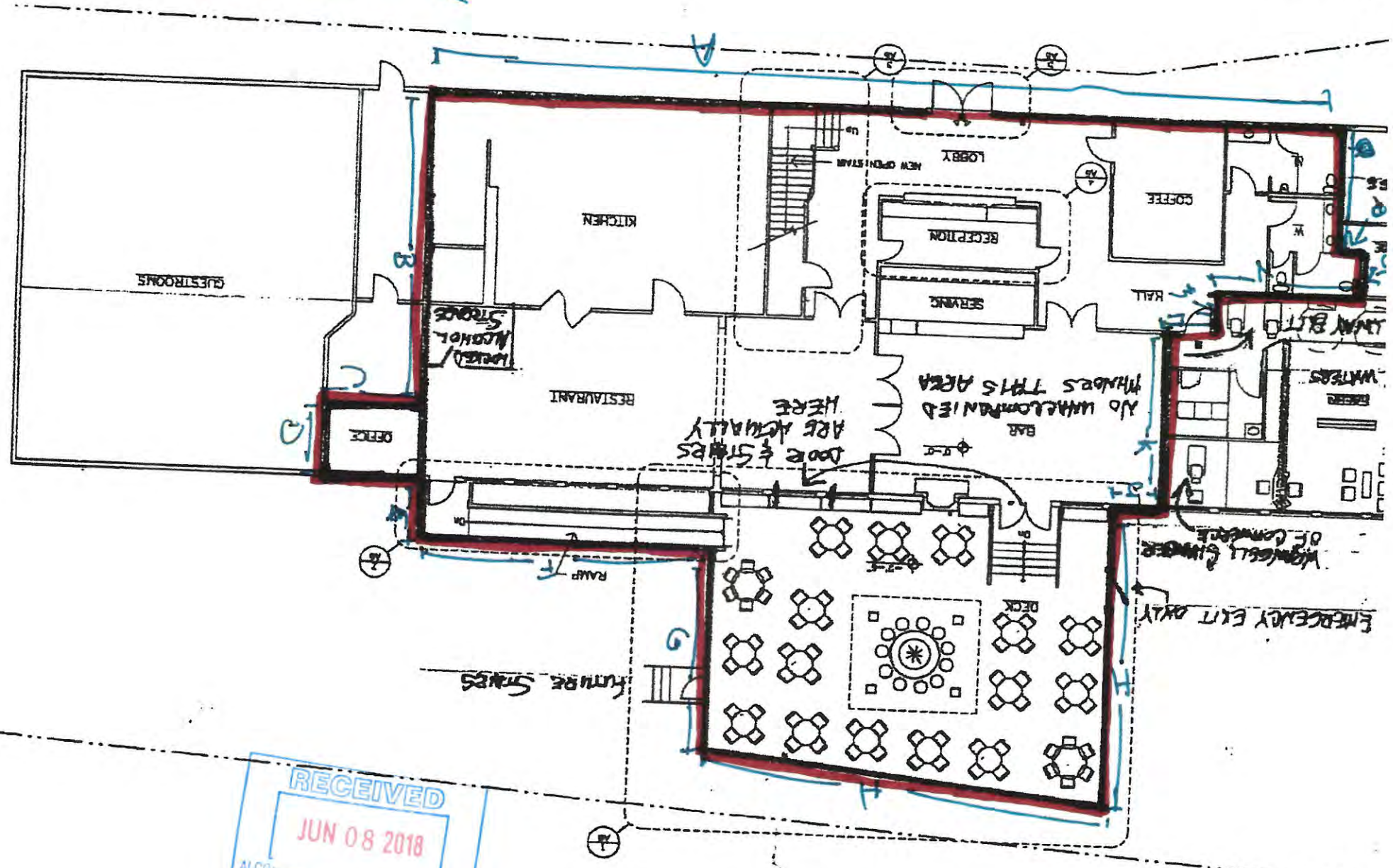


ADDRESSES

KING'S AVE  
N. STRIKE AVE

Area in Red is the Alcohol & Restaurant Sealing Area

DIMENSIONS LISTED  
ON NEXT PAGE



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 ALCOHOL & RESTAURANT CONTROL OFFICE  
 STATE OF ALASKA

## Dimension Key - Red Outlined Area

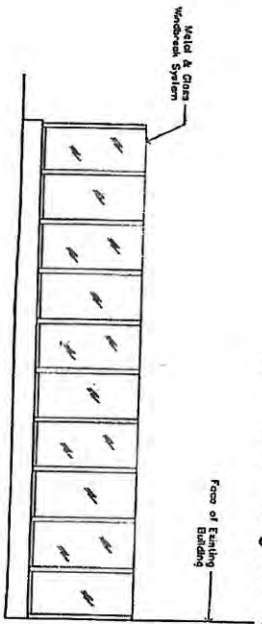
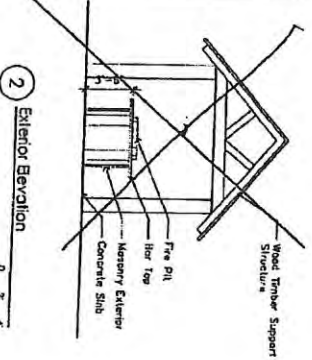
A	114'
B	37'
C	16'
D	9'6"
E	6'6"
F	38'7"
G	21'6"
H	42'
I	31'11"
J	8'
K	20'10"
L	6'
M	5'6"
N	18'4"
O	5'
P	2'
Q	16'





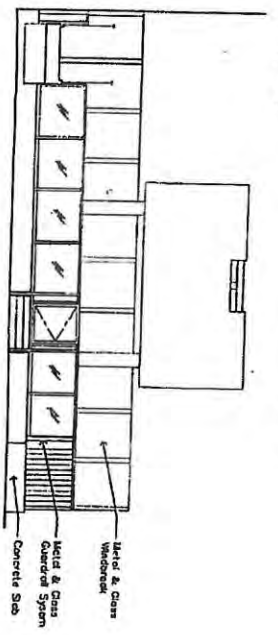
RECEIVED  
 JUN 08 2010  
 OFFICE  
 ALASKA

THESE DETAILS SHOW THE GLASS ENCLOSURE AROUND THE OUTSIDE DINING PATIO 42" HIGH. THERE IS NO ENTRANCE TO THE PATIO FROM THE OUTSIDE (EMERGENCY EXIT ONLY)



4 Exterior Elevation

Scale: 0 2 4

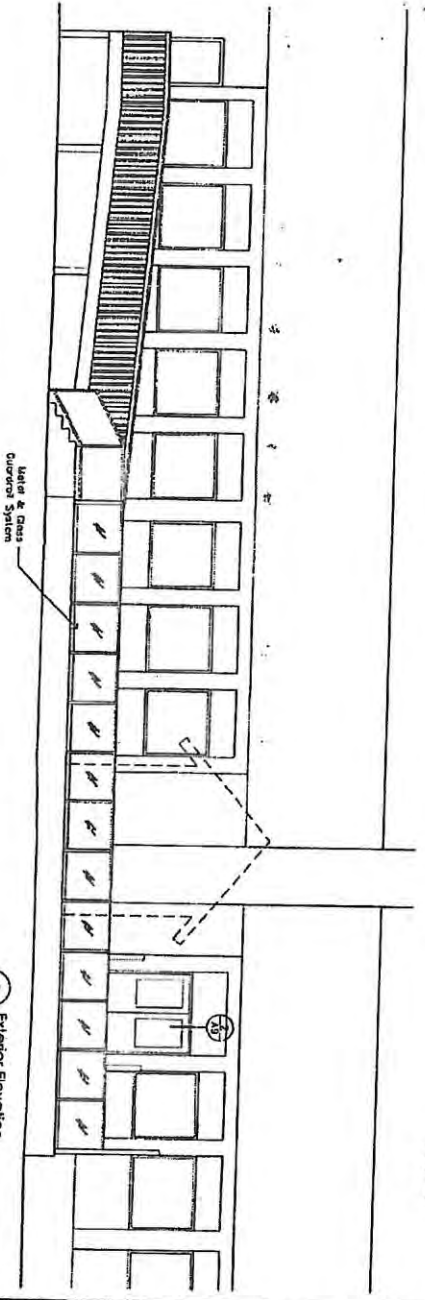
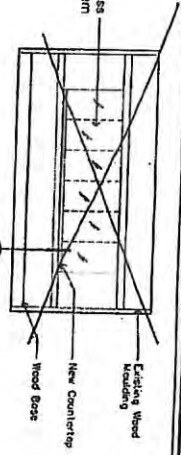


3 Exterior Elevation

Scale: 0 2 4

5 Interior Elevation

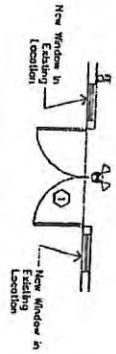
Scale: 0 2 4



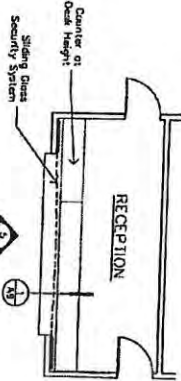
1 Exterior Elevation

Scale: 0 2 4

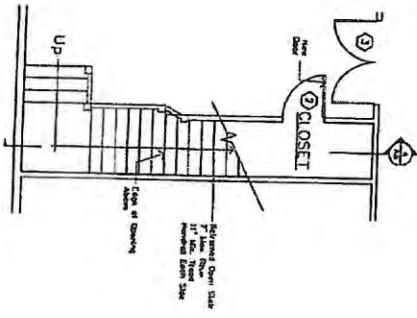
A-5 Elevations	DATE: JUL 2010 SCALE: AS SHOWN		WELSH WHITELEY ARCHITECTS WELSH WHITELEY ARCHITECTS 330 Dock Street #215 Anchorage, Alaska 99501 907.225.2413 Voice 907.225.2422 Fax
	REMODEL - Phase 2 STIKINE INN 107 STIKINE AVE., WRANGELL, ALASKA		



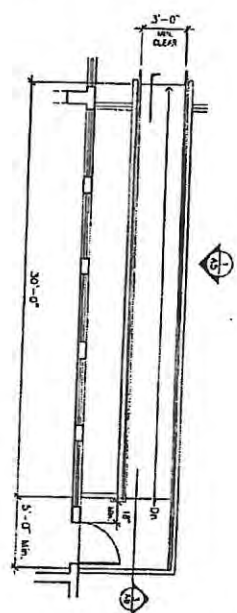
5 Enlarged Entry Plan



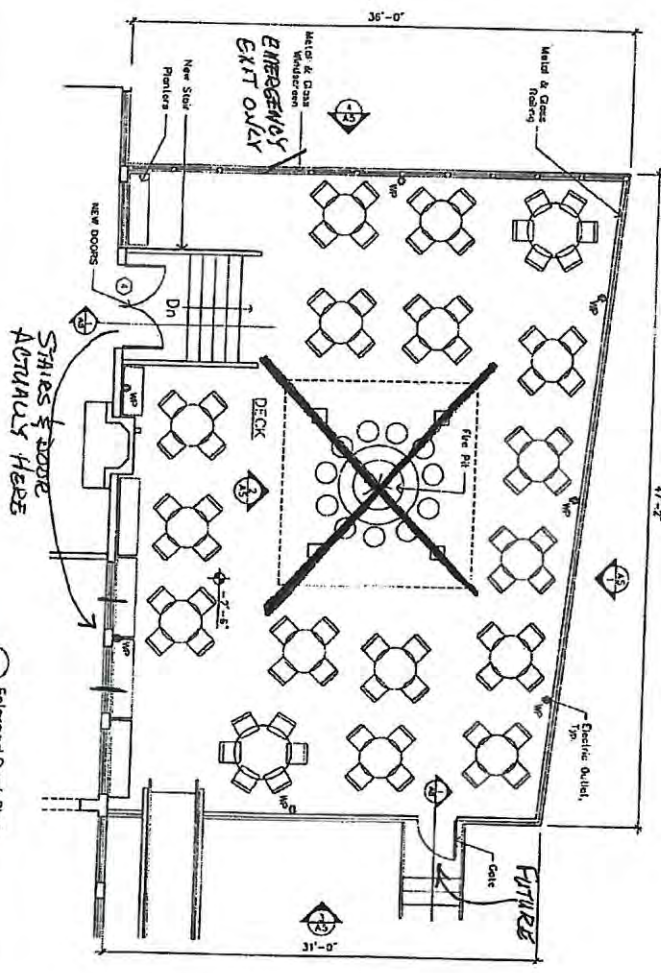
4 Enlarged Reception Plan



3 Enlarged Stair Plan



2 Enlarged Ramp Plan



1 Enlarged Deck Plan

REMODEL - Phase 2  
 STIKINE INN  
 107 STIKINE AVE., WRANGELL, ALASKA

A-6  
 Enlarged  
 Plans



WELSH WHITELEY ARCHITECTS  
 WELSH WHITELEY ARCHITECTS, LLC  
 523 Dock Street #215  
 Kotzebue, Alaska 99501  
 (907) 235-2412 Voice  
 (907) 235-2422 Fax

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 JUN 08 2018  
 ALCOHOL REGULATORY DIVISION OFFICE  
 STATE OF ALASKA





Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

### Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	North Star Ventures LLC				
License Type:	Liquor License - Beverage Dispensary - Tourism AS 04.11.400(d)	License Number:	4618		
Doing Business As:	Stikine Inn				
Premises Address:	107 Stikine Ave				
City:	Wrangell	State:	AK	ZIP:	99929
Contact Name:	William Goodale	Contact Phone:	907-617-5833 or 907-225-9536		

### Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- Dining after standard closing hours: AS 04.16.010(c)
- Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- Employment for persons 16 or 17 years of age: AS 04.16.049(c)

NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.



OFFICE USE ONLY					
Issue Date:		Transaction #:		BRE:	



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

10:00 am to 9:00 pm 7 days a week

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes

No

If "Yes", describe the entertainment offered or available:



Food and beverage service offered or anticipated is:

table service

buffet service

counter service

other

If "other", describe the manner of food and beverage service offered or anticipated:

Off site catering with event license.

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes

No

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes

No



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-02 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.

SEE ATTACHED

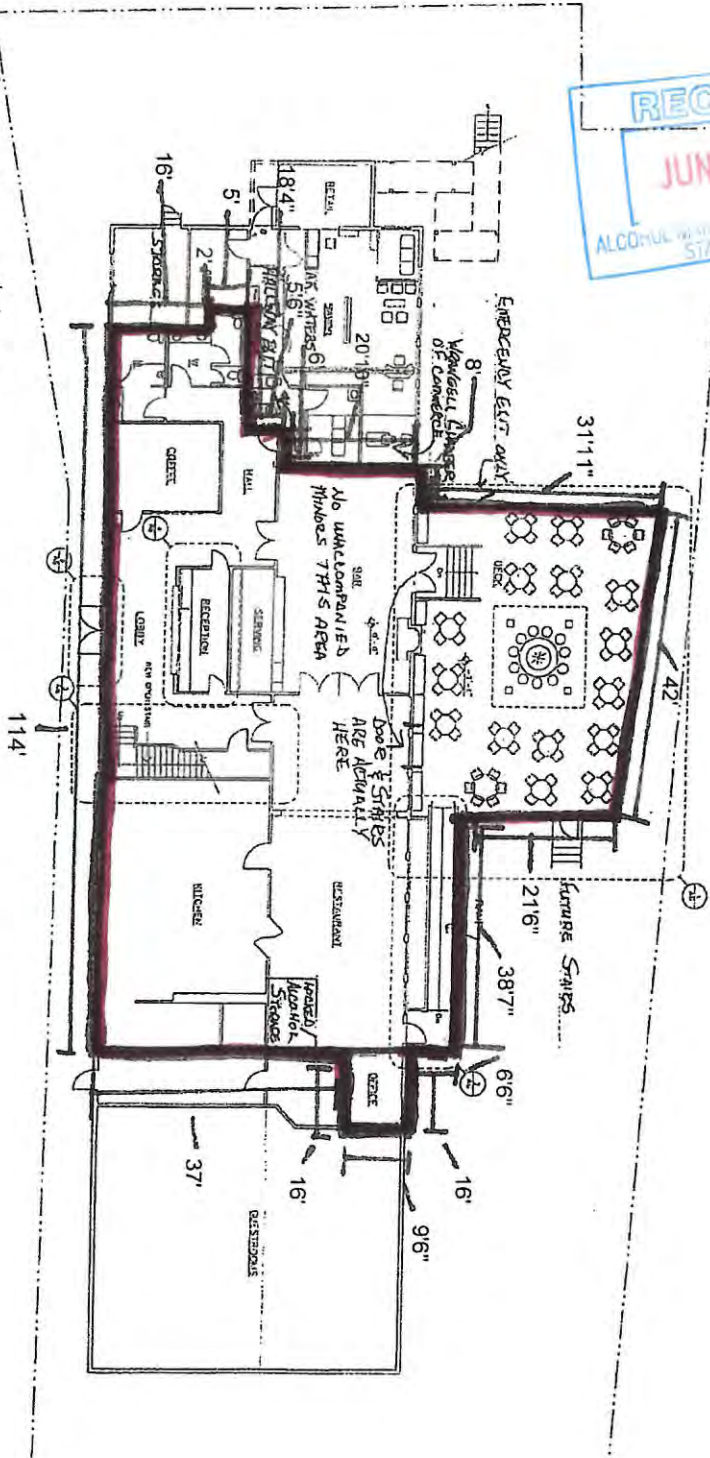
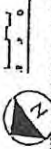




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 ALCOHOL WITHDRAWAL UNIT  
 STATE OF ALASKA

BUILDING TENANTS & ADDRESSES  
 ALASKA WITTELS 103 STIKINE AVE  
 WANGEL CHANGERS 105 STIKINE AVE  
 STIKINE HOTEL & RESTAURANT 107 STIKINE AVE

Area 14 Red is THE ALCOHOL & RESTAURANT SEATING AREA  
 Overall First Floor Plan - Stikine Inn



A-4  
 First Floor

REMDEL - Phase 2  
 STIKINE INN  
 107 STIKINE AVE., WRANGELL, ALASKA



WELSH WITTELEY ARCHITECTS, LLC  
 100 Dock Street #215  
 Kodiak, Alaska 99601  
 (907) 225-2470 Voice  
 (907) 225-2422 Fax



## Dimension Key - Red Outlined Area

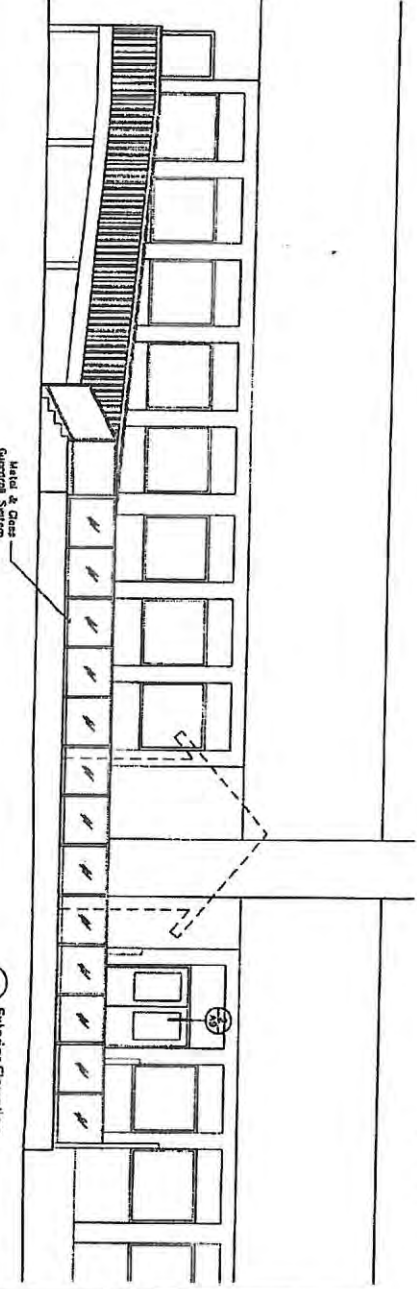
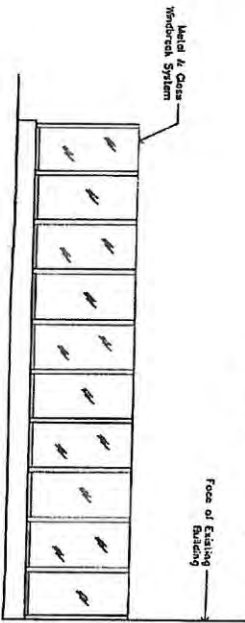
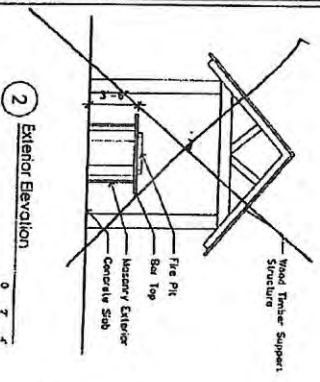
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I	31'11"
J	8'
K	20'10"
L	6'
M	5'6"
N	18'4"
O	5'
P	2'
Q	16'





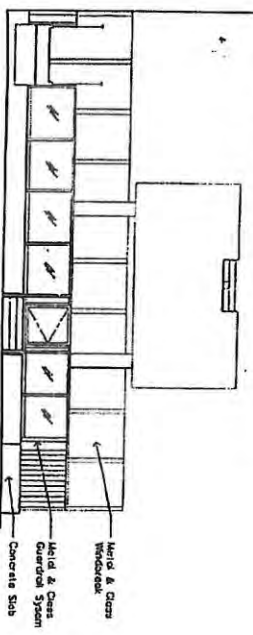


THESE DETAILS SHOW THE GLASS ENCLOSURE AROUND THE OUTSIDE DINING PATIO 42" HIGH. THERE IS NO ENTRANCE TO THE PATIO FROM THE OUTSIDE (EMERGENCY EXIT ONLY)



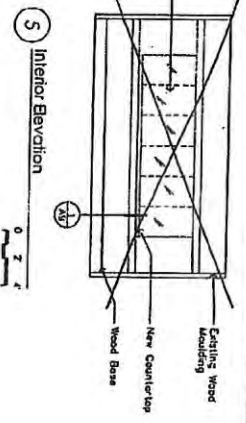
4 Exterior Elevation

0 7 4



3 Exterior Elevation

0 7 4



5 Interior Elevation

0 7 4

A-5 Elevations

REMODEL - Phase 2  
STIKINE INN  
107 STIKINE AVE., WRANGELL, ALASKA



WELSH WHITELEY ARCHITECTS  
WELSH WHITELEY ARCHITECTS, LLC  
320 Dock Street #216  
Ketchikan, Alaska 99901  
(907) 225-2412 Fax  
(907) 225-2422 Fax





**DRAWING SYMBOLS**

**ABBREVIATIONS**

AB	Anchor Bolt	L	Length, Long
AC	Acoustical	LAW	Laminated, Laminated
ACT	Assembled	LWB	Lead Wall
AD	Asbestos	LF	Left Hand
ADJ	Adjustable	LT	Left Hand (Light)
AF	Aluminum		
AFS	Aluminum Finishes		
AG	Aggregate		
AL	Aluminum		
ALUM	Aluminum		
AN	Anchor		
AP	Approach		
APR	Approach		
AS	Asbestos		
ASB	Asbestos		
ASD	Asbestos		
ASL	Asbestos		
ASR	Asbestos		
ASU	Asbestos		
ASV	Asbestos		
ASW	Asbestos		
ASX	Asbestos		
ASZ	Asbestos		
AT	Anchor		
ATB	Anchor		
ATC	Anchor		
ATD	Anchor		
ATE	Anchor		
ATF	Anchor		
ATG	Anchor		
ATH	Anchor		
ATI	Anchor		
ATJ	Anchor		
ATK	Anchor		
ATL	Anchor		
ATM	Anchor		
ATN	Anchor		
ATO	Anchor		
ATP	Anchor		
ATQ	Anchor		
ATR	Anchor		
ATS	Anchor		
ATT	Anchor		
ATU	Anchor		
ATV	Anchor		
ATW	Anchor		
ATX	Anchor		
ATY	Anchor		
ATZ	Anchor		
AV	Anchor		
AVB	Anchor		
AVC	Anchor		
AVD	Anchor		
AVE	Anchor		
AVF	Anchor		
AVG	Anchor		
AVH	Anchor		
AVI	Anchor		
AVJ	Anchor		
AVK	Anchor		
AVL	Anchor		
AVM	Anchor		
AVN	Anchor		
AVO	Anchor		
AVP	Anchor		
AVQ	Anchor		
AVR	Anchor		
AVS	Anchor		
AVT	Anchor		
AVU	Anchor		
AVV	Anchor		
AVW	Anchor		
AVX	Anchor		
AVY	Anchor		
AVZ	Anchor		
AW	Anchor		
AWB	Anchor		
AWC	Anchor		
AWD	Anchor		
AWE	Anchor		
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AWG	Anchor		
AWH	Anchor		
AWI	Anchor		
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AWL	Anchor		
AWM	Anchor		
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AWY	Anchor		
AWZ	Anchor		
AX	Anchor		
AXB	Anchor		
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AXU	Anchor		
AXV	Anchor		
AXW	Anchor		
AXX	Anchor		
AXY	Anchor		
AXZ	Anchor		
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AYB	Anchor		
AYC	Anchor		
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AYX	Anchor		
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AZH	Anchor		
AZI	Anchor		
AZJ	Anchor		
AZK	Anchor		
AZL	Anchor		
AZM	Anchor		
AZN	Anchor		
AZO	Anchor		
AZP	Anchor		
AZQ	Anchor		
AZR	Anchor		
AZS	Anchor		
AZT	Anchor		
AZU	Anchor		
AZV	Anchor		
AZW	Anchor		
AZX	Anchor		
AZY	Anchor		
AZZ	Anchor		

**BUILDING CODE INFORMATION**

CODE: International Building Code - 2006 (Including State of Alaska Amendments)

**USE AND OCCUPANCY CLASSIFICATION (Chapter 3)**

First Floor:	Hotel Office:	B
	Restaurant / Bar:	A-2
	Commercial Kitchen:	Accessory to A-2
	Beauty Salon:	B
	Retail Store:	M
Second Floor:	Hotel Guest Rooms:	R-1

**TYPE OF CONSTRUCTION (Chapter 5)**

Proposed: Type V-A  
 Type V-A Description: Structural Elements, Exterior Walls and Interior Walls may be of Any Material Permitted by Code. (Section 602.3 & Table 601).

**Fire Resistance Rating for Building Elements (Table 601 - see note a)**

Structural Frame:	1*
Beating Walls:	1*
Interior:	1*
Floor Construction:	1*
Roof Construction:	1*

\* per note c, in Table 601, the automatic sprinkler system may be substituted for one-hour construction.

**ALLOWABLE WEIGHT (Table 503)**

Existing:	~30' / 2 Stories
Allowed:	A-2: 50' / 2 Stories
	R-1: 30' / 3 Stories
	B: 50' / 3 Stories
	M: 50' / 3 Stories

**ALLOWABLE FLOOR AREA (Table 503)**

Proposed/Existing:	8,640 s.f. First Floor
	8,640 s.f. Second Floor
	17,280 s.f. - Building Total
Allowed:	A-2: 11,500 s.f.
	R-1: 12,000 s.f.
	M: 14,000 s.f.

**Fire Separation Between Occupancies (Chapter 5)**

Nonseparated Occupancies: The building is within the height and area limitations for all of the proposed uses based on construction type, so no separation is required (Section 508.3.2).

**CORRIDORS (Table 1017.1)**

Occupancy	Occupant Load	Required Fire-resistance Rating with Sprinkler System
A, B, M	Greater than 30	0
R	Greater than 10	0.5 Hours

First Floor Corridors are Not Required to be rated.

**DOOR SCHEDULE**

No.	Size	Construction				Details			Hord-work	Remarks
		Type	Thick	Door	Frame	Head	Jamb	Sill		
(1)	2'3"-6"x7'-0"	B	1-3/4"	WD	WD	2/A9	2/A9	3/A9	1	Exterior Entrance Doors in Existing Frame
(2)	3'-0"x6'-6"	A	1-3/4"	WD	WD	4/A9	4/A9	5/A9	3	Interior Door - Closet
(3)	2'3"-0"x6'-6"	A	1-3/4"	WD	WD	4/A9	4/A9	5/A9	2	Interior Door - Restaurant
(4)	2'3"-0"x7'-0"	B	1-3/4"	WD	WD	2/A9	2/A9	3/A9	1	Exterior Door

**DOOR TYPES**

**HARDWARE TYPE 1**  
 0 Hinges  
 1 Lockset  
 1 Coordinator  
 1 Closer  
 2 Exit Device, with flush bolts  
 2 Weatherstrips, Door Bottom

**HARDWARE TYPE 2**  
 0 Hinges  
 1 Lockset  
 1 Coordinator  
 2 Closer  
 2 Exit Device, with flush bolts

**HARDWARE TYPE 3**  
 3 Hinges  
 1 Lockset

**PARTICIPANTS**

**OWNER:**  
 Stikine Inn  
 Box 800  
 Wrangell, AK 99929  
 ATTN: Bob Coadle

**ARCHITECT:**  
 Welsh Whiteley Architects, LLC  
 329 Dock Street, #215  
 Ketchikan, AK 99901  
 Contact: Tom Whiteley  
 Tel: (907) 225-2412  
 Fax: (907) 225-2422

**SCOPE OF PROJECT**

Interior Remodeling of Specific First Floor Spaces of Existing Hotel. Phase II Work to include Replacement of Entry Doors, Remodeling of Reception Office, Replacement of Interior Exit Stair, and Construction of a Deck on the Southwest Side of the Building.

**DRAWING INDEX**

- A-1 Cover, Participants, Drawing Index, Code Info
- A-2 Site Plan
- A-3 Demolition Plan
- A-4 Remodel Plan
- A-5 Elevations
- A-6 Elevation Plans
- A-7 NOT USED
- A-8 Exterior Details
- A-9 Interior Details

**FIRE EXTINGUISHER SCHEDULE**

Designation	Description	Attachment
FC	3 B, 3-A, 40-B-C	Wall Strip

**WELSH WHITELEY ARCHITECTS**

WELSH WHITELEY ARCHITECTS, LLC  
 329 Dock Street #215  
 Ketchikan, AK 99901  
 (907) 225-2412  
 (907) 225-2422 Fax



**REMODEL - Phase 2**  
**STIKINE INN**  
 107 STIKINE AVE., WRANGELL, ALASKA

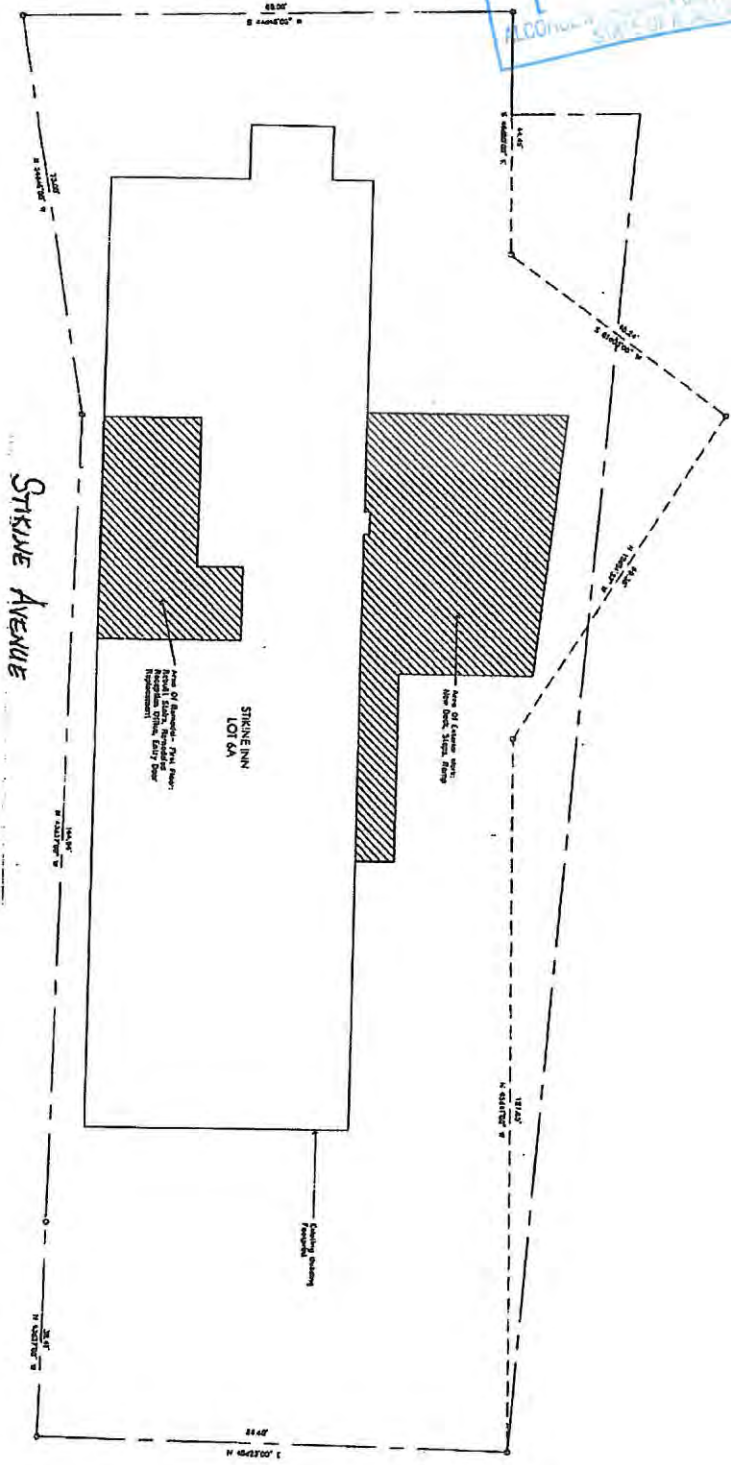
DATE: Feb. 2011  
 PROJ. No.: 1026

**A-1**  
 Covered!

RECEIVED  
 JUN 08 2018  
 ALCOA STATE OF ALASKA

RECEIVED  
 JUN 08 2018  
 RECORDS SECTION


FRONT STREET



STIKINE AVENUE

STIKINE INN  
 LOT 6A



<p>A-2          Station</p>	<p>DATE: Feb 2018          SCALE: 1/8" = 1'-0"</p>	<p><b>REMODEL - Phase 2</b>  <b>STIKINE INN</b>          107 STIKINE AVE., WRANGELL, ALASKA</p>		<p>WELSH          WHITELEY          ARCHITECTS</p>
		<p>WELSH WHITELEY ARCHITECTS, LLC          320 Dock Street #213          Ketchikan, Alaska 99901          (907) 225-2412 Voice          (907) 225-2403 Fax</p>		





Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Certifications and Approvals**

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

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.

WCG

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.

WCG

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

WCG

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct and complete.

William C Goodale  
Signature of licensee

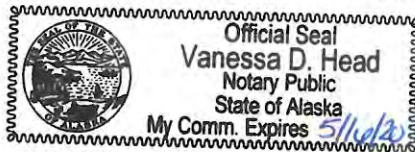
William C. Goodale  
Printed name of licensee

Vanessa D. Head  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/14/20

Subscribed and sworn to before me this 20th day of March, 2018.



**Local Government Review** (to be completed by an appropriate local government official):

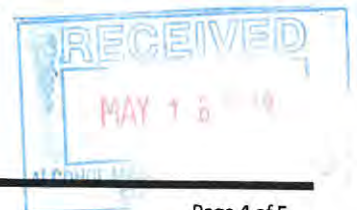
Approved      Disapproved

\_\_\_\_\_  
Signature of local government official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of local government official

\_\_\_\_\_  
Title





Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**AMCO Enforcement Review:**

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

**Enforcement Recommendations:**

[Empty box for Enforcement Recommendations]

**AMCO Director Review:**

Approved      Disapproved

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**

[Empty box for Limitations]





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**What is this form?**

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

**Section 1 – Transferor Information**

Enter information for the *current* licensee and licensed establishment.

Licensee:	Southeast Properties LLC		License #:	4618	
License Type:	Beverage Dispensary - Tourism AS 04.11.400(d)		Statutory Reference:	AS 04.11.400(d)	
Doing Business As:	Stikine Inn				
Premises Address:	107 Stikine Ave				
City:	Wrangell	State:	Alaska	ZIP:	99929
Local Governing Body:	City and Borough of Wrangell				

\*Please note corrected license type.

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	82511, 103368
Board Meeting Date:		License Years:	
Issue Date:		BRE:	







Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	North Star Ventures LLC				
Doing Business As:	Stikine Inn				
Premises Address:	107 Stikine Ave				
City:	Wrangell	State:	Alaska	ZIP:	99929
Community Council:	N/A				

Mailing Address:	Post Office Box 5503				
City:	Ketchikan	State:	Alaska	ZIP:	99901

Designated Licensee:	William Goodale				
Contact Phone:	907-225-9536	Business Phone:	907-874-3388		
Contact Email:	bill@kpunet.net				

Seasonal License?    Yes     No     If "Yes", write your six-month operating period: \_\_\_\_\_

### Section 3 – Premises Information

Premises to be licensed is:

an existing facility     a new building     a proposed building

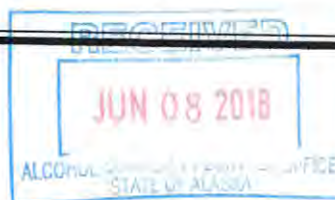
The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

0.5 Miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

0.2 Miles







Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant  affiliate

Name:					
Address:					
City:		State:		ZIP:	

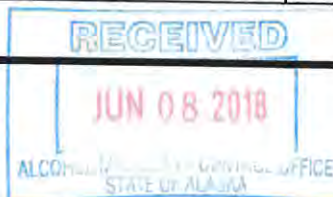
### Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	William Goodale				
Title(s):	Manager/Member	Phone:	907-225-9536	% Owned:	40
Address:	Post Office Box 5503				
City:	Ketchikan	State:	Alaska	ZIP:	99901





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

Entity Official:	Cheryl Goodale				
Title(s):	Member	Phone:	907-225-9536	% Owned:	40
Address:	Post Office Box 5503				
City:	Ketchikan	State:	Alaska	ZIP:	99901

Entity Official:	Jacob Harris				
Title(s):	Member	Phone:	907-874-8388	% Owned:	20
Address:	Post Office Box 1452				
City:	Wrangell	State:	Alaska	ZIP:	99929

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10075430	AK Formed Date:	1-8-2018	Home State:	Alaska
Registered Agent:	H. Clay Keene		Agent's Phone:	907-225-4131	
Agent's Mailing Address:	540 Water Street, Suite 302				
City:	Ketchikan	State:	Alaska	ZIP:	99901

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?







Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

### Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

Jacob M. Harris - General Manager





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board  
**Form AB-01: Transfer License Application**

**Section 8 – Transferor Certifications**

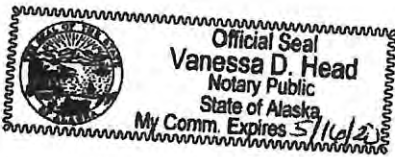
Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

William C. Goodale  
 Signature of transferor  
 William C. Goodale

Printed name of transferor

Subscribed and sworn to before me this 20th day of March, 2018.



Vanessa D. Head  
 Signature of Notary Public

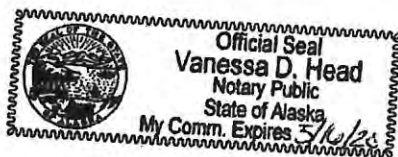
Notary Public in and for the State of Alaska

My commission expires: 5/16/20

Cheryl L. Goodale  
 Signature of transferor  
 Cheryl L. Goodale

Printed name of transferor

Subscribed and sworn to before me this 20th day of March, 2018.



Vanessa D. Head  
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/16/20







Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**  
**Form AB-01: Transfer License Application**

**Section 9 – Transferee Certifications**

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

*WCG*

I certify that all proposed licensees have been listed with the Division of Corporations.

*WCG*

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

*WCG*

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

*WCG*

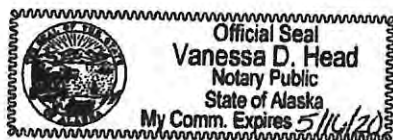
I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

*WCG*

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

*William C. Goodale*  
 Signature of transferee  
**William C. Goodale**  
 Printed name

Subscribed and sworn to before me this 20<sup>th</sup> day of March, 2018.



*Vanessa D. Head*  
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/16/20







June 15, 2018

City and Borough of Wrangell  
Attn: David Jack, Mayor  
PO Box 531  
Wrangell, AK 99929

Dear Mayor Jack,

Our hearts are heavy with the news of the vehicle crash in Wrangell earlier this week that took the lives of two residents and injured two others.

On behalf of Petersburg, we send our sincere condolences to all those affected by this tragedy. Please know that we are all keeping our Wrangell neighbors in our thoughts and prayers during this difficult time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeigh Stanton Gregor", written over a horizontal line.

Jeigh Stanton Gregor  
Vice Mayor





**WRANGELL MEDICAL CENTER**  
**BOARD OF DIRECTORS MEETING MINUTES**  
**May 30, 2018 - 5:30 p.m.**  
**Location: Assembly Chambers, City Hall**

**CALL TO ORDER:** Meeting was called to order at 5:30 pm by President Patrick Mayer

**ROLL CALL:**

Present: Patrick Mayer, Marlene Messmer, Lynne Christiansen, Don McConachie  
Absent: Olinda White, Maxi Wiederspohn, Jennifer Bates  
Quorum established  
Assembly representative Rolland Howell was present.

**AMENDMENTS TO THE AGENDA:** None

**CONFLICT OF INTEREST:** None

**CONSENT ITEMS:**

Motion made by Don McConachie to approve consent item 5.a minutes of the regular meeting held April 18, 2018, and item 5.b statistics for April 2018, Marlene Messmer seconded, passed unanimously.

**PERSONS TO BE HEARD:** None

**CORRESPONDENCE:**

Patrick Mayer's resignation letter, resignation effective June 1, 2018

**REPORTS AND COMMUNICATIONS FROM WMC STAFF:**

QUALITY REPORT – Tabled, attending disaster drill

COMPLIANCE REPORT – Tabled, attending disaster drill

CFO REPORT: In addition to the written report:

- April revenue down 14%, expenses down 5%, on track to lose \$1Mill this year
- 23.7 days of cash on hand end of April, 14 of those days on CBW line of credit
- Approx. 14 days of cash on hand present day, not including line of credit from CBW
- 2016 Medicare settlement for \$102,000 arriving within 2 weeks
  - Don M. – Can we expect State to be on task an on time (with Medicaid)?
  - Doran – State reneged on contract, cut payments 5%. They will withhold payments to some hospitals, but WMC won't be one of them.
  - Don M. – Any recourse if payments don't happen?
  - Doran – No recourse, some hospitals will be forced to close if they aren't made whole.
  - Robert – 85 hospitals closed in US last 10 years, Alaska is just catching up to lower 48.

CEO REPORT: In addition to written report:

- Scope clinic generated \$85,000 in revenue. Another clinic scheduled for August
- State Surveyors accepted corrective plan for LTC health survey, no word on Building survey
- NHA license: Robert has NHA license, but needed to have more depth with Scott licensed
- MDS coordinator: Moira Fish will serve as MDS Coord., with Ginger Watko as back-up depth
- FDA Mammography Inspection last week, zero deficiencies, good job to Ann and team.

***OUR MISSION: To Enhance The Quality of Life For All We Serve!***



BOARD OF DIRECTORS MEETING  
May 30, 2018 - 5:30 p.m.

MEDICAL STAFF REPORT: No report this month, at disaster drill

ACTION ITEMS:

- a. Motion to approve the FY19 budget, made by Don McConachie, seconded by Marlene Messmer.  
Poll Vote: Passed unanimously with four votes, three absent.  
Discussion: Robert – No capital requests, meeting with City Mgr. consistently on budget.  
With potential SEARHC acquisition, making equipment last as long as we can.  
Limiting travel. Raising prices 5% across the board. Employee health insurance cost up 13%, propose employees cover 15% of insurance costs, right now they pay none.
- b. Motion to approve the 2018 Personnel Policies, made by Marlene Messmer, seconded by Lynne Christiansen.  
Poll Vote: Passed unanimously with four votes, three absent.  
Discussion: Robert – Assuming SEARHC takes over, didn't make sense for policy overhaul.  
Minimal changes, mostly cleaning up vocabulary.
- c. Motion to approve the 2018 Code of Conduct, made by Don McConachie, seconded by Marlene Messmer.  
Poll Vote: Passed unanimously with four votes, three absent.  
Discussion: Robert – Again, no major changes. Code was new just two years ago, wasn't even a Code of Conduct when I was hired. Employees sign at time of hire, and will sign new version again after approval.
- d. Motion to accept the resignation of Patrick Mayer, made by Don McConachie, seconded by Marlene Messmer.  
Poll Vote: Passed unanimously with four votes, three absent

DISCUSSION ITEMS: None

INFORMATION ITEMS:

- a. New Hospital Project Update:
  - Lisa Von Barga: Wold presented concepts and price tag. SEARHC though the number was do-able. Lisa and Dan Neumeister to meet with attorneys in Seattle on June 7<sup>th</sup>, Assembly to take action at June 12<sup>th</sup> meeting, SEARHC board to take action in the days after. Timeline of 90-120 days to assume hospital operations, approx. 2.5 years of construction.
  - Marlene – Will this require a vote of the people?  
Lisa – Charter states only actions valued over \$1Mill require vote of people. Highly unlikely. Building is not part of the transaction, and even so it carries no value. WMC has negative cash flow, so no value there. CBW will retain accounts receivable of about \$2Mill, but would be spent in leave liability and demolition of building. The value of WMC is in the staff and the service provided, so SEARHC getting a smoking deal.  
Robert – at last Steering Committee meeting, unanimous vote for Lisa to move forward.  
Don – How do you dispel Hospital Board?  
Lisa – Going to have to ask my legal counsel as to how the board sunsets. Don't know yet. Was told by SEARHC there would be Advisory Board and WMC Board members invited.  
Don – Lobbied Dan N. to name the hospital Harriet Schirmer Memorial Hospital. Dan said not SEARHC's forte to change names of hospitals, but if it's community's wish they would entertain changing the name.

BOARD COMMENTS:

*OUR MISSION: To Enhance The Quality of Life For All We Serve!*

BOARD OF DIRECTORS MEETING  
May 30, 2018 - 5:30 p.m.

Patrick: Excited for the new hospital project. Good work between CBW and WMC. Robert is doing a great job leading in what amounts to an abbreviated amount of time.

EXECUTIVE SESSION:

Move to recess into executive session to discuss the CEO contract, made by Don McConachie, seconded by Lynne Christiansen.

Poll Vote: Passed unanimously, four yes votes, three absent.

Executive session start: 6:16 pm

Re-convene after executive session at 6:40 pm


CEO contract to be voted on at Special Meeting on Tuesday, June 5<sup>th</sup> at 5:30 pm

Patrick Mayer change of resignation date also to be discussed at Special Meeting

ADJOURN: With no further business, the regular meeting adjourned at 6:44 p.m.

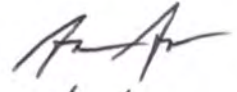
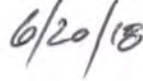
Marlene Messmer

Board Secretary



Aaron Angerman

Date Certified:





**WRANGELL MEDICAL CENTER  
BOARD OF DIRECTORS MEETING MINUTES  
June 5, 2018, 5:00 p.m.  
Location: City Hall Assembly Chambers**

CALL TO ORDER: Meeting was called to order at 5:30 p.m. by Vice President Olinda White

**ROLL CALL:**

Present: Maxi Wiederspohn, Don McConachie, Lynne Christiansen, Marlene Messmer, Olinda White  
Absent: Jennifer Bates  
Quorum established  
Assembly representative Rolland Howell was not present  
Patrick Mayer was present in the audience

CONFLICT OF INTEREST: None

PERSONS TO BE HEARD: None

**CORRESPONDENCE:**

Letter from Patrick Mayer - Rescinding his resignation from the Board of Directors

**ACTION ITEMS:**

- a. Approval of Patrick Mayer's reinstatement to the Board of Directors
  - Motion to approve Patrick Mayer's reinstatement to the Board of Directors made by Don McConachie, seconded by Maxi Wiederspohn.
  - Discussion, Don McConachie stated they thought it was important to have a full board for the CEO contract decision.
  - Vote passed unanimously, five yes votes, no objections.
  - Patrick Mayer was invited to join the Board and helm the rest of the meeting.
- b. Approval to recess into Executive Session re: CEO contract extension
  - Motion to recess into Executive Session to discuss the CEO contract made by Don McConachie, seconded by Maxi Wiederspohn.
  - Vote passed unanimously, six yes votes, no objections.

EXECUTIVE SESSION: 5:38 p.m.

RETURN FROM EXECUTIVE SESSION: 5:48 p.m.

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**BOARD OF DIRECTORS SPECIAL MEETING CONTINUED**  
**June 5, 2018 - 5:30 p.m.**

**ACTION ITEMS CONTINUED:**

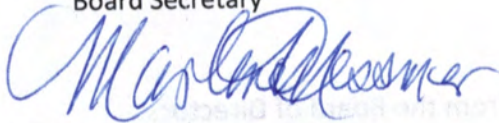
**c. Approval of the CEO contract extension**

- Motion to approve the CEO contract extension made by Lynne Christiansen, seconded by Maxi Wiederspohn.
- Vote passed unanimously, six yes votes, no objections.

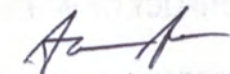
**BOARD COMMENTS:** None

**ADJOURN:** With no further business, the special meeting adjourned at 5:51 p.m.

Marlene Messmer  
Board Secretary



Aaron Angerman  
Date Certified:

  
6/20/18



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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>7</b>	<u>DATE:</u>	June 26, 2018
Borough Manager's Report				
<u>SUBMITTED BY:</u>			<u>FISCAL NOTE:</u>	
			<b>Expenditure Required:</b>	
			\$0	
Lisa Von Bargaen, Borough Manager			<b>Amount Budgeted:</b>	
			\$0	
			<b>Account Number(s):</b>	
			N/A	
			<b>Account Name(s):</b>	
			N/A	
<u>Reviews/Approvals/Recommendations</u>			N/A	
	Commission, Board or Committee		<b>Unencumbered Balance(s) (prior to expenditure):</b>	
Name(s)				
	Attorney			
	Insurance			
<b><u>ATTACHMENTS:</u></b>				
1. Manager's Report; 2. Public Works Report; 3. Water Report; 4. Email from Sally Schlichting				

**RECOMMENDATION:**

None. Report only.

**SUMMARY STATEMENT:**

Please see the attached Borough Manager's Report, Public Works/Capital Projects Report and Water Report.

## MEMORANDUM

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

**FROM: LISA VON BARGEN  
BOROUGH MANAGER**

**SUBJECT: MANAGER'S REPORT**

**DATE: June 22, 2018**

### **INFORMATION:**

#### **FY 2019 Budget:**

The FY2019 Budget was passed by the Assembly on June 12<sup>th</sup>. Staff is beginning to write the position descriptions for the new positions. Those will be brought back to the Assembly for consideration in late July and early August. The Finance Director is working on finalizing the budget document.

#### **Water Treatment:**

Staff is waiting for a response from the Economic Development Administration, hopefully sometime in August, about approval for grant funding. Until the EDA funding is secured forward progress on the Water Treatment Plant is in a holding pattern.

#### **Nuisance Abatement:**

The ordinance proposing code revisions related to nuisance abatement will be drafted and ready for first reading at the July 24<sup>th</sup> meeting. Based on the complaint of a local resident, one nuisance abatement enforcement process has already begun. We will be reporting on that at the next meeting as well.

#### **Healthcare Continuum:**

The Assembly passed a resolution on June 12<sup>th</sup> moving forward negotiating with SEARHC. On June 13<sup>th</sup>, the SEARHC Board passed a very similar resolution. Due diligence between staff and attorneys continues on a daily basis. SEARHC was in town on June 19<sup>th</sup> and met with hospital staff regarding more transition information. CBW staff and the attorneys have received a revised edition of the Asset Purchase Agreement (APA) from the SEARHC. The Wrangell attorneys are reviewing the document again thoroughly. Tentatively we are all scheduled to speak on the matter in an executive session with the Assembly and the Attorneys on August 2<sup>nd</sup>. An amendment to the contract with Dorsey & Whitney is also necessary to accommodate this next significant phase of work on the transaction; part of which began a few weeks ago with the initial review of the Asset Purchase Agreement prior to the Seattle trip. Attorney Alissa Smith is finalizing the scope of work and estimated budget. That contract amendment will be brought back to the Assembly in July for approval.

#### **Wrangell Junkyard Cleanup:**

Loading of the material in shipping bags is well underway at the Byford site. ADEC has requested the CBW be listed as the Shipper on the material shipping manifests. Initially, I was very concerned about ramifications of this. Sally Schlichting of ADEC providing an email explanation as to why Wrangell must do this. Please see the attached email.

#### **Personnel Updates:**

Hiring for the vacant Department Director positions had to take a backseat to Hospital and budget work. However, things are getting back on track. Interviews for the Nolan Center Director position will take place this coming Thursday and Friday. The field of candidates for the Finance Director position have been narrowed down. Those candidates have been advised interviews will be scheduled in the next two

weeks. Finally, based on the slate of candidates for the Electric Supervisor position, it is likely going to be re-posted. As mentioned earlier, job descriptions are being developed for those positions created in the FY2019 Budget.

**Communications with IBEW:**

A number of items had been in the queue for discussion with the IBEW, so I asked Jay Rhodes if he would be willing to travel to Wrangell to meet. He was in town on June 4<sup>th</sup> and we had a 5 hour meeting to discuss a number of different topics.

**Congressman Young Visit Scheduled:**

Chere Klein has confirmed Congressman Young will be in Wrangell on July 30<sup>th</sup> and would like to meet with members of the Assembly and Administration. There are no schedule details yet. As soon as more information is available it will be passed on to you.

**WMC Board Meetings:**

As a rule, I attend all of the Wrangell Medical Center Board meetings. This past Wednesday was no exception. The Board accepted the resignation of Patrick Mayer. The Clerk will be posting that opening to seek candidates for appointment to the open position by the Assembly. Part of our work with the Attorneys working on the hospital project includes how the CBW will need to officially “sunset” the WMC Board once SEARHC assumes operations of the hospital. The member of the WMC Board will all be invited to be part of the new Advisory Committee to SEARHC.

**SEAPA Board:**

Along with Assembly member Prysunka and Steve Beers, I attended the SEAPA Board meeting held in Wrangell this week, June 19<sup>th</sup> and 20<sup>th</sup>.

**Previous Baler Grant Funding:**

This week the Mayor asked the Clerk to research information on grant funding the CBW had previously that could have been used to help purchase a baler – but was returned and not used. Below is the history on that item from the Public Works Director:

Below is the history on the Proposed Recycling Baler Project from 2014/2015. Please note ahead of reading that this baler project was not the same as the baler project we will be looking at for disposal of Wrangell’s waste stream in its entirety. The earlier project was intended to include a small baler to handle commingled recyclables, on a voluntary disposal basis (community members who wanted to participate would bring their mixed recyclables to a designated drop-off point), with continued education working toward implementing a larger recycling program at a later date.

The CBW received a grant from Coastal Impact Assistance Program (CIAP), Fish and Wildlife Service, US Department of the Interior. Among multiple goals of this award was to improve capacity for waste management through a recycling plan. A Solid Waste Recycling Management Plan was developed, which served to review Wrangell’s infrastructure, recycling goals, and our existing sanitation rate structure.

The consultant hired recommended purchase of a baler as an introductory step towards a full-scale, community recycling program. Due to the high costs to implement a curb recycling program at that time, a first step of acquiring a baler and having scheduled drop-off days as a community event in a centrally located area was suggested as the recycling plan. The material would have been commingled, whereby cardboard, plastic containers, glass containers, steel cans, etc. would be combined within the same bale. This approach was intended as an educational effort, increasing awareness and encouraging community participation in recycling efforts.

Grant funds available to purchase a small baler were in the amount of \$49,000.00. The installation costs for a small baler was estimated at approximately \$85,000.00. Additional funds were needed to bring 3-phase power to the solid waste facility and then additional funds for collection bins and education material. The Borough approved a budget amendment in the amount of \$50,000 to come from the General Fund to supplement the grant funds for this initial recycling effort.

Soon after the general fund budget amendment for directing money for the Sanitation Department, CBW staff recommended reversing the decision to move forward with the baler project due to the State cuts that were expected that year, to redirect those general funds toward expected budget shortfalls. The Assembly was given the opportunity to weigh in with questions or a change in direction for continuing with the baler project. The Assembly deferred to staff's recommendations, which included looking at funding a glass crusher, as an option, with the CIAP remaining grant funds. Although it was not a preferred action recommended through the recycling management plan, staff looked at using the \$49,000 of grant funds to purchase a glass crusher. In the end, the glass crusher project, as well, required additional funds beyond those funds available through the grant to fully implement.

Staff further analyzed the recommendations of the recycling study, the financial condition of the Sanitation Department, the additional level of demand on the department's resources which would result from adding a recycling program, and the cost analysis of the recycling study which indicated that the economic benefits of recycling decrease when baling is included as a recycling program expense.

The customer participation in a recycling program was considered to have to be unrealistically high in order for a recycling program to not have a negative economic impact on the Sanitation Department; therefore, staff concluded that the benefits of proceeding with the recycling program did not support the expenditure of the additional funds, and we requested termination of the grant.



# City and Borough of Wrangell

## Public Works and Capital Improvement Projects Report

### June 22, 2018

#### Department Highlights

##### Sanitation Department

- Household Hazardous Waste Event – The Household Hazardous Waste collection took place last week and was a successful event. We shipped a full 20' container of hazardous waste out of Wrangell, which included a mix of paints, sludge, ethylene glycol, pesticides, acids, corrosive liquids, motor oil, etc.

##### Water Department

- The water report from May 18, 2018 is attached here.

#### **Evergreen Avenue Rehabilitation and Pedestrian Access (CBW-owned, DOT-managed project)**

The Alaska DOT and SECON have mobilized into Wrangell and began work on the roadway project on Thursday, June 21<sup>st</sup>. Initial work tasks will focus on drainage work, primarily at driveway crossings, on both sides of the road, beginning on the airport end of the project, working towards the ferry terminal. SECON is scheduled to make contact with those effected residents throughout the various phases of the project.

Throughout the course of the project, the traveling/driving public should expect short delays in work areas. Drivers are required to pay attention and adhere to traffic signs and traffic flaggers and proceed with caution through the work zone for the safety of all crewmen and pedestrians.

SECON thanks the public in advance for their patience, and they look forward to improving this roadway for Wrangell.

The CBW has created a project status webpage for the Evergreen Avenue project. It can be found on the City's website through the following link:

<http://www.wrangell.com/publicworks/evergreen-road-improvements-pedestrian-access-project>

## **Shoemaker Harbor Replacement**

The Shoemaker Harbor Replacement project's progress has slowed due to a protest received based on an intent to award the project to Tamico-RNR JV. A decision letter was provided to the protestor, Western Dock & Bridge on June 19th, which provided that there is not substantial reason to reject Tamico-RNR JV's bid and therefore Western Dock & Bridge's protest to the intent to award the Shoemaker Bay Harbor project to Tamico-RNR JV was rejected. Western Dock & Bridge shall have ten (10) days from the date of the decision letter to file an appeal to the City and Borough of Wrangell Assembly.

CBW management has recommended awarding a construction contract for the Shoemaker Bay Harbor project to Tamico-RNR JV. This item will be reviewed at the Borough Assembly's regular meeting on June 26<sup>th</sup>.



**Wrangell Water Report**  
**June 22, 2018**

**Raw Water Reservoir Levels**

Both reservoirs are, each, approximately one foot low.

**Treated Storage Tank Levels**

Both tanks are currently maintaining daily recovery to their set points.

**Water Production**

Reported as a Daily Average, in Gallons:

- 900,286 gallons - Week of May 1<sup>st</sup>
- 918,000 gallons - Week of May 8<sup>th</sup>
- 797,714 gallons - Week of May 15<sup>th</sup>
- 889,286 gallons - Week of May 22<sup>nd</sup>
- 558,428 gallons - Week of May 29<sup>th</sup>
- 1,030,142 gallons – Week of June 5<sup>th</sup>
- 862,429 gallons – Week of June 12<sup>th</sup>
- 1,045,857 gallons - Week of June 19<sup>th</sup>
- 962,000 gallons – Week of June 26<sup>th</sup>
- 1,227,143 gallons – Week of July 2<sup>nd</sup>
- 974,857 gallons – Week of July 9<sup>th</sup>
- 1,115,571 gallons – Week of July 23<sup>rd</sup>
- 1,007,857 gallons – Week of July 30<sup>th</sup>
- 1,007,857 gallons – Week of August 7<sup>th</sup>
- 897,142 gallons – Week of August 14<sup>th</sup>
- 763,857 gallons – Week of August 21<sup>st</sup>
- 694,000 gallons – Week of August 28<sup>th</sup>
- 756,143 gallons – Week of September 4<sup>th</sup>
- 810,000 gallons – Week of September 11<sup>th</sup>
- 859,000 gallons – Week of September 18<sup>th</sup>
- 784,000 gallons – Week of September 25<sup>th</sup>
- 712,300 gallons – Week of October 2<sup>nd</sup>
- 718,714 gallons - Week of October 9<sup>th</sup>
- 734,000 gallons – Week of October 16<sup>th</sup>
- 755,000 gallons – Week of October 23<sup>rd</sup>
- 771,000 gallons – Week of October 30<sup>th</sup>
- 759,286 gallons – Week of November 13<sup>th</sup>
- 826,857 gallons – Week of November 20<sup>th</sup>
- 730,000 gallons – Week of November 27<sup>th</sup>
- 778,429 gallons - Week of December 4<sup>th</sup>
- 764,000 gallons - Week of December 11<sup>th</sup>
- 844,143 gallons - Week of December 18<sup>th</sup>
- 922,142 gallons – Week of December 25<sup>th</sup>
- 1,062,333 gallons – Week of January 1<sup>st</sup> (2018)
- 974,000 gallons – Week of January 8<sup>th</sup>
- 946,000 gallons – Week of January 15<sup>th</sup>
- 1,049,143 gallons – Week of January 22<sup>nd</sup>
- 1,132,571 gallons – Week of January 29<sup>th</sup>
- 1,151,286 gallons – Week of February 5<sup>th</sup>
- 1,115,857 gallons – Week of February 12<sup>th</sup>
- 934,571 gallons – Week of February 19<sup>th</sup>
- 854,000 gallons – Week of February 26<sup>th</sup>

- 626,571 gallons – Week of March 5<sup>th</sup>
- 674,142 gallons – Week of March 12<sup>th</sup>
- 705,571 gallons – Week of March 19<sup>th</sup>
- 676,286 gallons – Week of March 26<sup>th</sup>
- 658,857 gallons – Week of April 1<sup>st</sup>
- 704,000 gallons – Week of April 8<sup>th</sup>
- 686,000 gallons – Week of April 15<sup>th</sup>
- 563,429 gallons – Week of April 22<sup>nd</sup>
- 709,664 gallons – Week of April 29<sup>th</sup>
- 518,142 gallons – Week of May 6<sup>th</sup>  
(consumption 329,312 gallons)
- 580,714 gallons - Week of May 13<sup>th</sup>  
(consumption 357,772 gallons)
- 588,285 gallons – Week of May 21<sup>st</sup>  
(consumption 349,070 gallons)
- 530,857 gallons – Week of May 28<sup>th</sup>  
(consumption 315,815 gallons)
- 565,429 gallons – Week of June 3<sup>rd</sup>  
(consumption 335,281 gallons)
- 553,429 gallons - Week of June 10<sup>th</sup>  
(consumption 378,951 gallons)

### **Recent Water News**

- While the roughing filters are being cleaned about four times a week, the sand filters are still maintaining longer run times. Sand cleaning by the plunging method continues.
- Wayne McHolland, Water Treatment Operator Lead, has been communicating with the heavy seasonal users in an attempt at information sharing related to water demand and water treatment plant maintenance efforts.
- As both seafood processors move into their seasons, we will see a considerable increase in water demand. Crab and gillnet fisheries have recently begun. Water flows have doubled since crab season began, which currently is completely tolerable at this time. The effects of local processing on the water treatment plant's maintenance efforts will be monitored closely.
- Wayne McHolland, Water Treatment Operator Lead, has a lengthy list of maintenance projects that he will be tackling with his one temporary staff as filter maintenance allows. A second temporary staff will be added if needed.



**From:** Schlichting, Sally G (DEC)  
**To:** [Lisa Von Barga](#)  
**Cc:** [Halverson, John E \(DEC\)](#); [O'Neill, Shane](#)  
**Subject:** Generator Identification for Wrangell Junkyard  
**Date:** Wednesday, June 20, 2018 9:39:12 AM

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Dear Lisa,

I understand from Shane O'Neill through Amber Al-Haddad that you have concerns with the City and Borough of Wrangell (CBW) being listed on the shipping manifest paperwork as the site owner of the Byford Property from which the lead polluted soil was generated and is being shipped offsite. However, per EPA definitions, the CBW by virtue of being the property owner, has always been listed with EPA as the generator of the materials that were shipped from the site during the cleanup. EPA's RCRA database identifies the City and Borough of Wrangell as the registered owner of the property located at Mile 3.9 Zimovia Highway, having an EPA ID # AKR000206474.

If the operator (defined in 40 CFR 260.10) responsible for overall operation of a facility abandons material on site, it is the responsibility of the property owner (defined in 40 CFR 260.10) for making a solid waste and hazardous waste determination for any material removed from the site. Through a foreclosure, City and Borough of Wrangell re-claimed ownership of the property and its contents. Solid wastes are materials abandoned by being disposed of or accumulated before being disposed of [see 40 CFR 261.2 (b)]. Since a waste determination per 40 CFR 262.11 has determined that the lead polluted material scheduled for removal from the site does not meet the definition of a hazardous waste (40 CFR 261.10 Criteria for identifying characteristics of hazardous waste), it is a solid waste.

The only difference in the documentation between the materials that were previously shipped out and the current materials being shipped out is that a former ADEC employee (now retired) was previously listed as a facility point of contact. For this material CBW is still listed as the owner with the generator ID, but we are also listing the City as the permanent point of contact and all of the final shipping papers will be mailed to you. This is appropriate as CBW is the owner of the site and you should have this paperwork for your records.

I hope this clears things up, but let me know if you have additional questions.

Sally

**Sally Schlichting**  
Unit Manager for Technical Services, Policy & Regulations  
ADEC Contaminated Sites Program – Juneau, Alaska  
Division of Spill Prevention and Response  
Phone: 907-465-5076  
<http://dec.alaska.gov/spar/csp/index.htm>

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>8</b>	<u>Date</u>	June 26, 2018
Clerk's File				
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				

CALENDAR:

- 6-30 Community Market at the Nolan Center beginning at 10:00 am
- 7-4 Independence Day: City Hall Closed
- 7-5 Port Commission mtg. scheduled for 7pm in the Assembly Chambers
- 7-12 P&Z commission mtg. scheduled for 7pm in the Assembly Chambers

SEAPA Board Meeting is scheduled for September 27<sup>th</sup> in Ketchikan



## How to handle “**Withdrawing a Motion**”

A motion may be withdrawn by the mover only with the permission of the Assembly. The mover may ask to withdraw a motion and the Mayor can ask if there are any objections. If there are none, the motion is withdrawn. If there is an objection, then a vote must be taken, and the motion withdrawn only with a majority vote. Ordinarily, withdrawn motions are not included in the minutes.

**So what does this mean and why is this rule handled this way? According to Ann Macfarlane (my favorite parliamentarian): Under the rules of parliamentary procedure, you don't get to say, “I'm taking my marbles and going home.” We have heard of an instance when members of a council were hotly debating a controversial motion. When the maker of the motion realized that it was likely to fail, in order to avoid an outright defeat, he said “I withdraw the motion.” His colleagues allowed him to do this and did not object, which they had the right to do. Their political aims would have been better served if they had known the rules and said, “This motion belongs to the assembly and we will not allow it to be withdrawn.”**

Essentially, once the motion has been made and seconded, it belongs to the group!

Here is how this motion looks.....

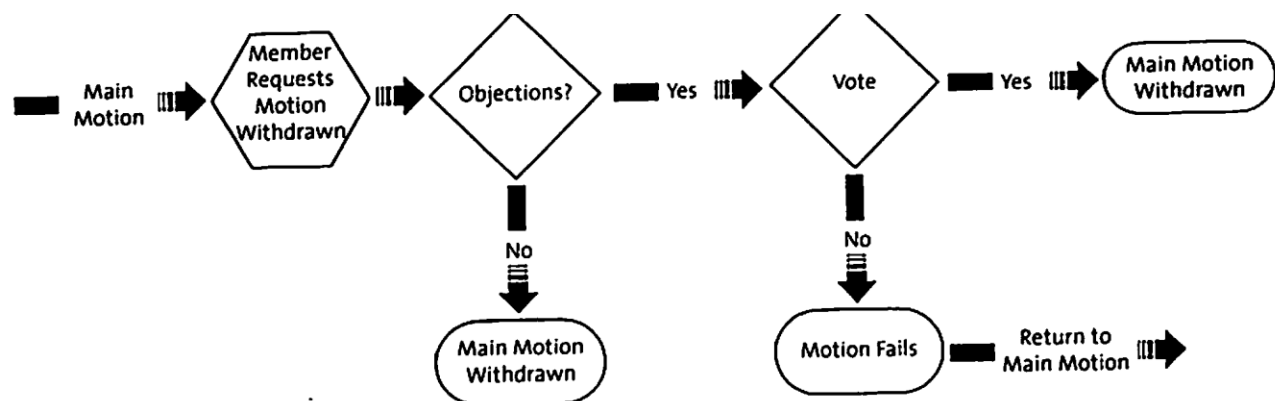


Figure 19. Withdrawing a Motion

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>9</b>	<u>Date</u>	June 26, 2018
Mayor and Assembly Business				
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				
<u>ATTACHMENTS:</u>				
None.				

**MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:**

**INFORMATION:** This agenda item is reserved for the mayor and assembly to provide reports or comments and to introduce items not previously on the agenda which need to be brought to the attention of the entire assembly or the staff. Assembly members may hold limited discussion on these topics or ask the borough manager or the borough clerk for clarifying information. By majority consent of the assembly, the mayor or assembly may give direction to the borough manager or the borough clerk to add an item for consideration for the next regular assembly meeting. Other than as described in this subsection I, no action may be taken by the assembly under this agenda item.



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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>10</b>	<u>Date</u>	June 26, 2018
Mayor and Assembly Appointments				
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				
<u>ATTACHMENTS:</u>				

**MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:**

INFORMATION: This agenda item is reserved for the Mayor and Assembly Member's special reports. Such information items as municipal league activities, reports from committees on which members sit, conference attendance, etc., are examples of items included here.

- a. Appointment to fill the alternate vacancy seat on the SEAPA Board of Directors for CY 2018.

**There was one letter of interest received from *Jim Nelson***

Appointment is to be made by the Mayor, with the consent of the Assembly.

# Jim Nelson

---

PO Box 581 Wrangell, AK 99929 | 907.305.1170 | jnelson@wrangell.com

**06/13/2018**

To Whom it May Concern:

CITY CLERK  
JUN 14 2018  
RECEIVED

I am currently the new Interim Electrical Superintendent for Wrangell Municipal Light & Power and I am writing to express my interest in becoming a member of the SEAPA Board. I have 27 years of experience working as a certified Lineman & Electrical worker for the City of Wrangell. Confidently, I believe I would be a great asset serving as board member.

Please contact me, if you have any questions regarding my interest of serving on the SEAPA Board.

Sincerely,



**Jim Nelson**  
**Interim Electrical Superintendent**

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>12a</b>	<u>DATE:</u>	June 26, 2018
<p><b>Approval of Contract with Tamico-RNR JV in the Amount of \$8,355,240 for the Shoemaker Bay Harbor Project</b></p> <p style="text-align: right;">(Postponed from the June 12, 2018 Regular Assembly meeting)</p>				
<u>SUBMITTED BY:</u>			<u>FISCAL NOTE:</u>	
			<b>Expenditure Required:</b> \$8,355,240	
Amber Al-Haddad Director of Public Works and Capital Projects			<b>Amount Budgeted:</b> \$12,130,053	
			<b>Account Number(s):</b> See below	
n/a	Attorney	\$5,000,000 from State Harbor Matching Grant		
n/a	Insurance	\$2,150,000 from Alaska Municipal Bond Bank		
		\$4,980,053 from Harbor Department Reserves		
<b><u>ATTACHMENTS:</u></b>				
<ol style="list-style-type: none"> <li>Bid Opening Checklist and Tabulation Summary – Shoemaker Bay Harbor Project</li> <li>PND Engineer’s lowest responsive bidder and recommendation to award the Shoemaker Bay Harbor construction project to Tamico-RNR JV.</li> <li>Tamico, Inc.’s letter of qualifications dated June 7, 2018</li> <li>Borough Manager’s Bid Award Protest Decision Letter dated June 19, 2018</li> </ol>				

**Mayor: there is a motion on the floor (postponed from the June 12<sup>th</sup> meeting).**

**Please restate the following motion and invite discussion:**

**MOTION ON THE FLOOR:**

***M/S: Prysunka/Powell moved to approve a contract award to Tamico RnR JV in the amount of \$8,355,240 for the Shoemaker Bay Harbor Project.***

**SUMMARY STATEMENT:**

This agenda statement has been modified from the June 12<sup>th</sup> version to include information regarding the bid protest and the decision related to that.

With engineering design and bidding assistance from PND Engineers, the City and Borough of Wrangell issued an Invitation to Bid for the construction of the Shoemaker Bay Harbor rehabilitation project, under which bids were due on Thursday, June 7, 2018. The City and Borough of Wrangell received seven responsive bids.

Following a review of the final bid tabulations, PND's letter of recommendation, and the project budget, it is the intent of the City and Borough of Wrangell to enter into a contract with Tamico-RNR JV, who is the low bidder. The construction contract award to Tamico-RNR JV was on the Borough Assembly's agenda for approval during the Assembly June 12<sup>th</sup> regular meeting; however, due to the June 11<sup>th</sup> receipt of a bid protest from Western Dock & Bridge, LLC, the Assembly agreed to postpone the approval of the contract award until the request to reject Tamico-RNR JV's bid was thoroughly reviewed.

The qualifying basis for the bid protest was that the joint venture, formed by Tamico and Rock-N-Road, under whose name the bid was submitted, did not submit a business license for the joint venture at the time of bid. At the time of bid opening, Tamico-RNR JV submitted current business licenses for each of the businesses named and participating in the joint venture; however, a business license was not submitted for the joint venture. To date, Tamico-RNR JV has provided the Borough with a copy of the joint venture's business license, indicating that they are licensed to conduct business for the period of June 14, 2018 through December 31, 2019.

The Borough's Notice Inviting Bids states that "The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER". Public agencies' waiving of immaterial deviations from the bid specifications is reasonable, if the deviation cannot affect the amount of the bid or give a bidder a competitive advantage not allowed to other bidders. The omission of a business license does not affect the bid nor does it provide a competitive advantage and therefore the deviation from the Instruction to Bidders is considered immaterial and waivable.

The Borough has an obligation to conserve funds available for projects by securing the lowest bid from a responsible bidder. The fiscal impact of rejecting the Tamico-RNR JV bid is a \$381,180.00 additional cost to the Wrangell public.

Lisa Von Barga, Borough Manager and Procurement Officer, concluded through her June 19<sup>th</sup> decision letter, that there is not substantial reason to reject Tamico-RNR JV's bid; therefore, Western Dock & Bridge's protest to the intent to award the Shoemaker Bay Harbor project to Tamico-RNR JV was rejected as described in the attached June 19<sup>th</sup> decision letter to Western Dock & Bridge. Western Dock & Bridge shall have ten (10) days from the date of the decision letter to file an appeal to the City and Borough of Wrangell Assembly.

The Borough Manager's recommendation is that the City and Borough of Wrangell award a construction contract for the Shoemaker Bay Harbor project to Tamico-RNR JV.



The basis of the award is based on construction of the work scheduled under the Base Bid, Additive Alternate A (Additional Float Finders at Head Dock), and Additive Alternate B (Demolition of Two Existing Approach Docks), for a combined construction cost of \$8,355,240. PND Engineers' construction cost estimate for this work was \$9,992,580.

Funds for the Shoemaker Bay Harbor project come from a variety of sources, including a 50/50 matching grant from the State of Alaska, Department of Transportation, Harbor Facility Grant program, the Harbor Department's reserve account and a planned revenue bond from the Alaska Municipal Bond Bank, all as described in the fiscal note above. However, given the favorable bid, and after initial discussions with the Borough Finance Director, it is most likely we will not be bonding for this project. A report with a revised funding package for the project (without bond proceeds) will be forthcoming.

Following approval by the Borough Assembly, staff will immediately issue a Notice of Intent to Award to Tamico-RNR JV in order to allow the Contractor to begin acquiring the required bonds and certificate submittals, followed by execution of the Agreement.

The contract stipulates that the Contractor may take possession of the site for in-field work no earlier than September 10, 2018. In the meantime, it is imperative that the Contractor begin the shop drawing/submittal and float fabrication process as soon as a Notice to Proceed has been issued.

City and Borough of Wrangell, Alaska

**Shoemaker Bay Harbor Project**

Bid Opening Checklist and Tabulation Summary

Bid Opening on June 7, 2018 at 2:00 p.m. Prevailing Time in Wrangell Assembly Chambers

Name of Bidder	Signed Bid	Bid Schedule	Bid Security	Local Bidder Preference Affidavit	AK Business License	AK Contractors License	Addenda Acknowledged					Base Bid	Additive Alternate A	Additive Alternate B	Base Bid Modification	Additive Alternate A Modification	Additive Alternate B Modification
							#1	#2	#3	#4	#5						
Pacific Pile & Marine	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	\$10,749,758	\$314,000	\$55,000	-1,211,946 Deduct	-187,480 Deduct	/	
Western Marine Construction	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	\$9,605,500	\$79,000	\$11,000	-466,600 Deduct	/	/	
Northern Construction Services	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	\$8,889,318	\$120,780	\$112,640	/	/	/	
Tamico/ <del>Rock N Road</del> Rock N Road <sup>YV</sup>	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	\$8,288,740	\$77,500	\$61,000	-72,000 Deduct	/	/	
Pool Engineering	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	\$9,054,100	\$115,400	\$64,500	/	/	/	
Turnagain Marine Construction	✓	✓	✓	X	X	X	✓	✓	✓	✓	\$12,307,700	\$450,000	\$100,000	\$3,110,440 Deduct	\$345,500 Deduct	\$56,300 Deduct	
Western Dock & Bridge	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	\$9,903,150	\$83,500	\$164,000	\$1,374,280 Deduct	\$20,000 Add	\$60,000 Deduct	

Verified By: Amber Al-Haddad

Witnessed By: Phil Moller



June 8, 2018

PND 152018

Amber Al-Haddad  
Director of Public Works and Capital Projects  
City and Borough of Wrangell  
P.O. Box 531  
Wrangell, Alaska 99929

Re: Shoemaker Bay Harbor  
Bid Results

Dear Ms. Al-Haddad:

PND Engineers, Inc. (PND) has reviewed the bid results from yesterday's bid opening on the referenced project. Responsive bids were received from seven Contractors as detailed in the attached Bid Summary. The lowest responsive bid for the Base Bid plus any combination of the Additive Alternates was received from Tamico-RnR J/V.

Tamico-RnR J/V has provided the attached experience documentation as outlined in Section 00100 – Instructions to Bidders, Article 4.0, Responsible Bidder.

PND recommends the Borough proceed with the Intent to Award to Tamico-RnR J/V for this project.

Feel free to contact me should you have any questions regarding this matter.

Sincerely,

PND Incorporated | Juneau Office

A handwritten signature in blue ink, appearing to read 'John DeMuth', is written over a blue horizontal line.

John DeMuth, P.E., S.E.  
Principal

Attachments



1.

## TAMICO, INC.

400 Mitkof Hwy· P.O. Box 1540  
Petersburg, AK • 99833  
Phone (907) 772-4585  
FAX: (907) 772-3974

Date: 6/7/18

City and Borough of Wrangell  
205 Brueger St  
Wrangell, Ak 99929

Attention: Amber Al-haddad

Amber,

This letter is to establish Tamico-RnR bidder qualifications for the Shoemaker Harbor Project.

1. Tamico Inc has completed numerous harbor projects in the past 40 years. The two projects that have value of \$5,000,000 or more that best relate to in scope to the Shoemaker Harbor Projects are:

Petersburg Drive Down Facility  
Value: \$7,750,000.00  
Year: 2013-2014  
Owner: City and Borough of Petersburg  
Designer: PND

Heritage Harbor  
Value: \$6,672,446.00  
Year: 2008-2009  
Owner: City and Borough of Wrangell  
Designer: PND

Both projects are PND designed and we have a very good working relationship with them.

2. Tamico's management team has been relatively unchanged for the past 20 years. Our owners/board have been together and doing marine projects since 1976, and all still have input into project logistics, scheduling, and overall strategies.

Chief Administer on the project will be Jimmy Martinsen. He has 35 years' experience in the industry and has been Tamico's vp and president for the past 15. We have a very simple and logical approach to projects with an emphasis on quality and efficiency.



We have the added benefit of teaming up with Rock N Road a long standing civil contractor based in Southeast. With the addition of their management office we have the advantage of logistics and knowledge of both the marine and civil work industries.

3. Lead project managers for the project will be as follows

For Marine work

Jimmy Martinsen

Tamico Inc.

27 years as project manager in Marine Construction

Scope of projects: Harbors, Ferry Terminals, Dredging, Launch Ramps, Salvage, Docks  
Drilling, Nav aids, as well as commercial buildings

For Civil Work

Sig Burrell

Rock N Road

20 years as project manager in Civil Projects

Scope of projects: Roads, Bridges, Concrete, Utilities, Pads, Foundations, Drilling, Crushing

Both Leads are experienced in their respective fields

We are looking forward to working with the City and Borough of Wrangell as well as PND on this project.

Sincerely

*Jim Martinsen*

Jim Martinsen

President Tamico



## CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

### Dept. of Public Works & Capital Projects

PO Box 531  
Wrangell, AK 99929

Phone (907)-874-3904  
Fax (907)-874-2699

June 19, 2018

Jan Paulson, President  
Western Dock & Bridge, LLC  
777 Main Street  
Ketchikan, Alaska 99901

Re: Decision Letter  
Shoemaker Bay Harbor - Bid Protest

Dear Mr. Paulson:

This letter establishes my decision in response to the protest dated June 11, 2018 submitted by Western Dock & Bridge, LLC in connection with the Shoemaker Bay Harbor project.

Western Dock & Bridge, LLC requested that the City and Borough of Wrangell (CBW) reject the bid submitted by Tamico-RNR JV and award the project to Western Dock & Bridge, LLC. Although Western Dock's protest is premature, since there has not yet been an award by the Wrangell Borough Assembly, at this time the Borough has decided to consider Western Dock & Bridge's protest in the interest of expediting the project. Upon a Notice of Intent to Award and a Notice to Proceed, Western Dock & Bridge shall not be entitled to another protest procedure.

Borough personnel have performed a careful review of Western Dock & Bridge's protest. In making the determinations set out below, the Procurement Officer determines the facts and exercises independent judgement on questions of law and procurement policy. Due deference should be given to the decisions of the municipality's staff regarding matters within the discretion of the individual making the determination.

#### *Background*

The Borough solicited competitive bids for the project Shoemaker Bay Harbor with a bid opening date of June 7, 2018. Seven bids were received and opened, as shown on the attached bid opening checklist and tabulation summary. Following bid schedules' calculations confirmation, the apparent lowest bidder was Tamico-RNR JV with a bid of \$8,355,240 followed by Western Dock & Bridge, LLC with a bid of \$8,736,420. On

June 11<sup>th</sup>, Western Dock & Bridge, LLC submitted a written request to reject the Tamico-RNR JV bid and award the project to Western Dock & Bridge, LLC.

*Analysis*

1. Western Dock & Bridge objects awarding the project to Tamico-RNR JV for failure to submit a business license for the joint venture under whose name the project bid was submitted.

Pursuant to the Instructions to Bidders section of the bidding documents, a bidder must submit evidence of authority to conduct business in Alaska at the time of bid opening. At the time of bid opening, Tamico-RNR JV submitted current business licenses for each of the businesses named and participating in the joint venture. A business license was not submitted for the joint venture.

To date, Tamico-RNR JV has provided the Borough with a copy of the joint venture's business license, indicating that they are licensed to conduct business for the period of June 14, 2018 through December 31, 2019.

2. Western Dock & Bridge objects to Tamico-RNR JV's project experience for qualifying as a responsible bidder. Western Dock & Bridge objects to the Petersburg Drive Down Dock as a similar project; to the Heritage Harbor as a project completed within the past ten years; and to the qualifying experience of Tamico-RNR JV's management.

Related to the Petersburg Drive Down Dock, we have obtained a copy of that project's design drawings from PND Engineers and find that the Petersburg project is similar to the Shoemaker project in that most of the project specifics, i.e. existing marine infrastructure demolition, uplands civil and utility work, pile driving, concrete abutment, approach dock, pile-supported trestle bridge, float construction, and utilities delivered to the float system, are found within Wrangell's Shoemaker project, as well as the Petersburg float project. The Borough's records show that the Heritage Harbor project, constructed by Tamico, was completed in October 2007.

The intent of the experience qualifications is not to make the qualification process too strict as to hinder competition or reduce the number of bidders participating. The intent is to establish general standards of responsibility through the bidders' expertise, performance and capability on previous projects, in order to satisfactorily perform the proposed work of the Shoemaker Harbor project at a reasonable cost and through the required quality of workmanship.

Western Dock & Bridge submitted their experience qualifications prior to bid opening. While one of the two submitted projects fell short of the Borough's qualifications outline, we confirmed that your port and harbor experience met the intent of the specification.

Similarly, Tamico-RNR JV is in the normal business of performing port and harbor projects in Southeast Alaska, their members of management and their project leads have the required experience, and they are responsible and capable of performing successful projects of a nature similar to Wrangell's Shoemaker project. We find that Tamico-RNR JV meets the intent of the responsible bidder's qualifications requirement.

### *Conclusion*

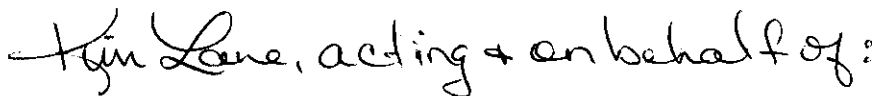
The Borough has an obligation to conserve funds available for projects by securing the lowest bid from a responsible bidder. The fiscal impact of rejecting the Tamico-RNR JV bid is a \$381,180.00 additional cost to the Wrangell public.

The Borough's Notice Inviting Bids states that "The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER". Public agencies' waiving of immaterial deviations from the bid specifications is reasonable, if the deviation cannot affect the amount of the bid or give a bidder a competitive advantage not allowed to other bidders. The omission of a business license does not affect the bid nor does it provide a competitive advantage and therefore the deviation from the Instruction to Bidders is considered immaterial and waivable.

We conclude that there is not substantial reason to reject Tamico-RNR JV's bid; therefore, Western Dock & Bridge's protest to the intent to award the Shoemaker Bay Harbor project to Tamico-RNR JV is rejected. As Borough Manager and Procurement Officer, it is my recommendation that the City and Borough of Wrangell award a construction contract for the Shoemaker Bay Harbor project to Tamico-RNR JV.

Western Dock & Bridge, LLC shall have ten (10) days from the date of this rejection of its protest to file an appeal to the City and Borough of Wrangell Assembly. Any appeal shall also be copied to and filed with the Borough Manager. See AS 36.30.560 and 590.

Sincerely,

 Lisa Von Barga, acting & on behalf of:

Lisa Von Barga  
Borough Manager and Procurement Officer  
City and Borough of Wrangell

Attachment: Bid Opening Checklist and Tabulation Summary

Copy: Kim Lane, Wrangell Borough Clerk  
Amber Al-Haddad, Wrangell Director of Public Works and Capital Projects  
Greg Meissner, Wrangell Harbor Master  
Robert Blasco, Legal Counsel for City and Borough of Wrangell



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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>13a</b>	<u>DATE:</u>	June 26, 2018
<b>Approval of Project Contingency Allocation in the Amount of \$417,762 for the Shoemaker Bay Harbor Project</b>				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
		<b>Expenditure Required:</b> \$417,762.00		
Amber Al-Haddad Director of Public Works and Capital Projects		<b>Amount Budgeted:</b> \$ 489,276.50		
		<b>Account Number(s):</b> Shoemaker Harbor Project Account		
		<b>\$9,980,053 Available Project Funding</b>		
n/a	Attorney			
n/a	Insurance			
<b>ATTACHMENTS:</b> N/A				

**RECOMMENDATION:**

Approval of Project Contingency Allocation in the Amount of \$417,762 for the Shoemaker Bay Harbor Project.

**SUMMARY STATEMENT:**

City and Borough of Wrangell staff, along with project engineers, PND Engineers, are recommending a five percent (5%) construction contingency budget for the Shoemaker Bay Harbor project to be allocated for any unanticipated work necessary for the proper completion or construction of the project.

Contingency allowances support a project’s risk by making an allowance for cost changes. These allowances are included in the cost estimate and set aside by the Owner to allow for unexpected changes in the project. The construction contingency allowance serves to address the following:

1. Design modifications - To account for errors and omissions in the construction documents. Or, for various reasons, Owners may request a different finish design than was originally planned for.
2. Owner requested changes - To modify or change the scope or quality of the project. It is common that as projects progress, opportunities for future prevention or improvements arise.

3. Unknown conditions, such as issues related to addressing unknown or unanticipated existing circumstances.

Most construction projects use a rate of 5%-10% from the total budget to determine contingency. A 5% contingency such as this particular request is typically suggested for those projects of lower risk, which is projected for the Shoemaker Bay Harbor project. The budget for this project is sufficient to provide for the recommended contingency as follows:

Construction Cost	\$8,355,240.00
Construction Contingency	\$ 417,762.00
Contract Admin/Inspection	\$ 731,328.00
Owner Cost for Upland Utilities and Marine Observer	<u>\$ 85,000.00</u>
Total Cost from Construction Phase	\$9,589,330.00
Available Project Funding	\$9,980,053.00
Less Construction Costs	<u>(\$9,589,330.00)</u>
Balance of Available Project Funding	\$ 390,723.00

Due in part to the low bids received, the \$390,723.00 balance of the unassigned project funding could be made available if other program needs arise. As a reminder, staff will be bringing a revised funding package to the Assembly that eliminates the need to go out for a bond. That funding package will be presented at the next meeting. This expenditure was included in the full project budget estimate.

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>13b</b>	<u>DATE:</u>	June 26, 2018
<b>Approval of a Professional Services Agreement for Contract Administration and Construction Inspection in the Amount of \$731,328 for the Shoemaker Bay Harbor Project</b>				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Amber Al-Haddad Director of Public Works and Capital Projects		<b>Expenditure Required:</b> \$731,328.00		
		<b>Amount Budgeted:</b> \$719,237.00		
		<b>Account Number(s):</b> Shoemaker Harbor Project Account		
		<b>\$9,980,053 Available Project Funding</b>		
n/a	Attorney			
n/a	Insurance			
<u>ATTACHMENTS:</u>				
1. PND Engineer’s engineering services proposal for the Shoemaker Bay Harbor – Contract Administration and Construction Inspection, dated June 7, 2018				

**RECOMMENDATION:**

Move to approve a Professional Services Agreement with PND Engineers for Contract Administration and Construction Inspection in the amount of \$731,328.00 for the Shoemaker Bay Harbor Project.

**SUMMARY STATEMENT:**

PND Engineers is the engineer of record on the Shoemaker Bat Harbor project. Due to the integral role that PND Engineers has played in this project to date, along with their in-depth knowledge of the existing conditions and the design, it is the desire of the City and Borough of Wrangell to negotiate with PND Engineers for the Contract Administration and the Construction Inspection (CA/CI) services for these next phase of improvements to the harbor facility.

The services provided under this proposed Professional Services Agreement are for the purpose of providing on-site inspection and construction administration through the construction phase and closeout of the project, as identified in PND Engineer’s attached services proposal.

We generally exclude CA/CI services from our initial engineering contracts until the design is complete. Until that time, we can't really be sure what level of inspection will be needed.

PND Engineer's proposal for the CA/CI services is \$12,091 more than that service estimated for the project; however, available funding is sufficient to provide for the recommended services. This professional services agreement is proposed on a time and materials basis with a not to exceed price.

As a reminder, staff will be bringing a revised funding package to the Assembly that eliminates the need to go out for a bond. That funding package will be presented at the next meeting. This expenditure was included in the full project budget estimate.





June 7, 2018

PND 18J061

Amber Al-Haddad  
Director of Public Works and Capital Projects  
City and Borough of Wrangell  
Wrangell, Alaska 99929

Re: Shoemaker Bay Harbor – Contract Administration and Construction Inspection  
Engineering Services Fee Proposal

Dear Amber:

PND Engineers, Inc. (PND) and Morris Engineering Group (MEG), our electrical engineering subconsultant, are pleased to provide this scope and fee proposal for engineering services during construction of the Shoemaker Bay Harbor project. We have prepared the enclosed fee breakdown including the tasks we currently anticipate for the project based on our past experience with projects of a similar scope and scale. We have based our onsite scheduling durations on the construction completion dates outlined in the contract. PND and MEG will provide:

- Contract administration – preconstruction conference, contract correspondence, project files, payment applications, field orders, change orders, RFI's, etc.
- Civil, structural and electrical submittal reviews
- Field design modification assistance as needed
- Periodic fabrication inspections in the Pacific Northwest for floats, gangway, structural steel and water pedestals
- Onsite construction inspection with daily reports and photo logs
- Specialty services such as certified welding inspections and periodic electrical inspections
- Substantial completion inspections with punch list preparation
- Final completion inspections and contract closeout documentation
- Electronic asbuilt drawings of completed project

Our objective is to address design, construction and quality assurance issues efficiently and promptly to avoid costly project delays for the City and Borough of Wrangell (CBW). Our proposal anticipates the Work will be performed by the CBW's construction contractor within the contract completion schedule. We anticipate fieldwork requiring construction inspections will be performed over a ten month period beginning mid-September 2018. We assume that the fabrication of structural materials including steel pipe piles, floats and gangway will be completed within six months at fabrication plants in the Pacific Northwest. PND's Seattle office will provide periodic part time fabrication inspections as quality assurance to verify that materials are being provided as designed and specified. We do not plan full time coverage for the fabrication inspections however believe our limited time in each plant will be valuable to detect most deficiencies prior to material shipment to Wrangell. Our onsite field inspections assume one full time engineer/inspector working six days/week covering one 10 hour shift/day. We have not included budget for seven days/week or night shift coverage.

We hope that we have perceived your needs appropriately and offer the attached scope and fee proposal breakdown for your consideration. Due to normal uncertainties associated with the Contractor's performance, we propose to contract on a time and expenses (T&E) basis in accordance with our standard May 2017 billing rates, attached. All third party and reimbursable expenses shall include a 10% administrative markup fee. We will monitor expenditures with you on a monthly basis and will not exceed the estimated budget without your prior written authorization.

Feel free to call me at any time should you have any questions or need additional information regarding this proposal. We look forward to working with you towards the successful completion of the Shoemaker Bay Harbor project.

Sincerely,  
PND Engineers, Inc. | Juneau Office



Dick Somerville, P.E.  
Vice President



John DeMuth, P.E., S.E.  
Principal Engineer

Attachments



**PND Engineers, Inc.**  
**Shoemaker Bay Harbor - Contract Administration and Construction Inspection Services**  
**Engineering Services Fee Proposal - June 7, 2018**  
**PND Proposal No. 18J061**

**Scope of Services**

	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer III	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	Line Item Costs	Task Subtotal Costs
	\$190.00	\$175.00	\$140.00	\$130.00	\$120.00	\$115.00	\$110.00	\$130.00	\$115.00	\$115.00		
<b>Contract Administration and Construction Inspection Services</b>												
1. Contract administration - Contract and subcontract agreements, CA/CI file system, direct subconsultants & inspectors, prepare contract correspondence, pay applications, monthly invoicing, change orders, FO's, RFI's, DCM's. Assume 52 weeks.	208	416							104		\$124,280	
2. Structural Submittal Reviews - pipe piles, structural steel, timber floats, aluminum gangway, concrete abutment, sacrificial anodes, fabrication QC and work plans,	4	24		160							\$25,760	
3. Civil Submittal Reviews - dredging plans and surveys, water, sewer, fire suppression, site grading and earthwork	4	2		40	16	24					\$10,990	
4. Design assistance for scope changes, unanticipated site conditions, review proposed substitutions	8	16		24		16				12	\$10,660	
5. Attend weekly progress meetings with Borough & Contractor, prepare written progress reports. Assume 36 mtgs - 20% on site attendance, 80% telephonic.	36	96		72							\$33,000	
6. Periodic fabrication inspections for gangway, moorage floats, water pedestals w/ photos & reports - periodic basis 14 hrs/wk x 24 weeks	8	48	168		168				12		\$54,980	
7. On site construction inspections w/ daily reports & photos - assume 1 engineer on site 40 weeks at 66 hrs/wk through substantial completion and 3:1 rotation between two engineers				660					1980		\$313,500	
8. Substantial Completion Inspection & Prepare Final Punch List	12	12		12							\$5,940	
9. Punch List Inspections through Final Completion, Contract Closeout Documentation, O&M Manual	8	8		60					60		\$17,620	
10. Transfer contractor provided as-built data to electronic files	2	4		8						24	\$4,880	\$601,610
<b>Total Estimated Manhours</b>	290	626	168	1036	184	40			2156	36		

**Estimated Third Party & Reimbursable Expenses**

Morris Eng, Group	1 CA and Inspections	\$43,625	
Lodging	10 months * \$1,750/month + 30 days*\$150/day	\$22,000	
Meal Perdiem Allowance	330 days * \$60/day	\$19,800	
Travel Allowance	Fabrication inspections, airfares and ferry travel to job site	\$12,000	
Vehicle	Project vehicle 10 months * \$1,000	\$10,000	
Materials Testing	Concrete, soil, aggregate and armor rock field testing allowance	\$3,000	
Misc. Expenses	Job consumables, fuel, freight, small tools, field supplies, communication, reproduction, etc. - 10 months * \$750/mo	\$7,500	
Admin Fee	10% of Third Party Expenses	\$11,793	\$129,718

**TOTAL ESTIMATED FEE (T&E)**

**\$731,328**



**PND ENGINEERS, INC.  
STANDARD RATE SCHEDULE  
EFFECTIVE MAY 2017  
EFFECTIVE UNTIL MAY 2018**

		<i>Hourly Rate</i>
<u>Professional:</u>	Senior Engineer VII	\$190.00
	Senior Engineer VI	\$175.00
	Senior Engineer V	\$160.00
	Senior Engineer IV	\$150.00
	Senior Engineer III	\$140.00
	Senior Engineer II	\$130.00
	Senior Engineer I	\$120.00
	Staff Engineer V	\$115.00
	Staff Engineer IV	\$110.00
	Staff Engineer III	\$105.00
	Staff Engineer II	\$95.00
	Staff Engineer I	\$90.00
	Environmental Scientist VI	\$170.00
	Environmental Scientist V	\$155.00
	Environmental Scientist IV	\$140.00
	Environmental Scientist III	\$125.00
	Environmental Scientist II	\$110.00
Environmental Scientist I	\$95.00	
GIS Specialist	\$95.00	
<u>Surveyors:</u>	Senior Land Surveyor III	\$125.00
	Senior Land Surveyor II	\$115.00
	Senior Land Surveyor I	\$105.00
<u>Technicians:</u>	Technician VI	\$130.00
	Technician V	\$115.00
	Technician IV	\$95.00
	Technician III	\$85.00
	Technician II	\$75.00
	Technician I	\$50.00
	CAD Designer VI	\$115.00
	CAD Designer V	\$105.00
	CAD Designer IV	\$90.00
	CAD Designer III	\$75.00



PO Box 210049 Auke Bay, Alaska, 99821, 907-789-3350, 907-789-3360 fax

## Fee Estimate

6/1/2018

### Shoemaker Bay CA Services

Scope of Design: Provide support during construction including attending Pre-construction conference, reviewing submittals, electrical RFI responses, general project coordination, (2) progress inspections, final inspection with punchlist, and project closeout documents including asbuilts. We have also added arc fault calculations and warning labels to the CA services. These labels are now required by OSHA for working on energized electrical equipment which includes power pedestals. The labels tell an electrician how much energy is available at the location and what category of personal protective equipment is required to work on the equipment.

Task	Engineer (Hrs)	Drafting (Hrs)	Expenses
<b>Construction Services</b>			
Pre-construction conference	4		
Submittal Review	24		
Electrical RFI responses	60		
General Project Coordination	80		
Progress Inspections (2)	30		\$ 1,200
Final Inspection	15		\$ 600
Project Closeout Documents & Asbuilts	8	24	
Arc Flash Calcs & Warning Labels	24	6	
Totals	221	30	
Hourly Rate	\$175	\$105	
Fees	\$ 38,675	\$ 3,150	\$ 1,800
<b>Total Electrical Fee</b>	<b>\$ 43,625.00</b>		



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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13c	<u>DATE:</u>	June 26, 2018
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**APPROVAL OF AMENDMENT TO LETTER OF INTENT WITH THE CITY & BOROUGH OF WRANGELL AND SEARHC**

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
	<b>Expenditure Required:</b>
Lisa Von Bargaen Borough Manager	<b>Amount Budgeted:</b>
	<b>Account Number(s):</b>
	<b>Account Name(s):</b>
<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
<b>Unencumbered Balance(s) (prior to expenditure):</b>	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance
<u>ATTACHMENTS:</u>	
1. LOI Amendment; 2. Executed LOI	

**RECOMMENDATION MOTION:**

Move to Approve the Amendment to the Letter of Intent with the City & Borough of Wrangell and SEARHC.

**SUMMARY STATEMENT:**

On March 22, 2018 the Assembly approved a Non-Binding Letter of Intent (LOI) and Confidentiality Agreement with SEARHC to explore a community healthcare solution. The termination date of the LOI is June 30, 2018. Initially it was thought the LOI would take the parties through the feasibility phase of this process. Following feasibility work, pending a positive outcome, it was envisioned a second, binding agreement would be approved by both parties. That explains the seemingly early termination date.

At this point the parties are mutually conducting due diligence on an Asset Purchase Agreement (APA), which is a fully-binding transaction document. It seems redundant and extra work to go through the

approval process for a separate binding agreement, especially when both parties approved resolutions earlier this month supporting work on the APA.

Therefore, staff and the legal teams for both parties recommend the termination date on the LOI be extended to the date mutually discussed in Seattle as an estimate for the latest date the APA would be executed by both parties – February 28, 2019. Please keep in mind, both parties are working diligently toward a September 1 execution date. If things should be delayed it is recognized that meaningful work over the holiday months of November and December is unlikely. Therefore, the latest date (only in the case of unavoidable delays) for execution of the APA is February 28, 2019.

The attached amendment makes a singular change – the termination date. All other terms and conditions of the LOI remain in full force and effect.

The original LOI approved in March, and the amendment document are attached for review by the Assembly.

**AMENDMENT TO LETTER OF INTENT**

This Amendment effective \_\_\_\_ \_\_\_\_, 2018 (“Amendment”) is made to the Letter of Intent regarding a proposed affiliation (“Agreement”) effective March 24, 2018, by and between the City and Borough of Wrangell, Alaska and SouthEast Alaska Regional Health Consortium, a nonprofit tribal organization comprised of federally-recognized Alaska Native Tribes.

1. Section 2.4 of the Agreement is amended to extend the Termination Date of the Agreement until February 28, 2019.
2. This Amendment changes only the provision specified above. The remainder of the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of the date first set forth above.

**CITY AND BOROUGH OF  
WRANGELL, ALASKA**

By: \_\_\_\_\_

Name: Lisa Von Barga  
Title: Borough Manager

Passed and approved by the Assembly of the City and Borough of Wrangell, Alaska on June 26, 2018.

**SOUTHEAST ALASKA REGIONAL  
HEALTH CONSORTIUM**

By: \_\_\_\_\_

Name: Dan Neumeister  
Title: Senior Executive Vice President

## LETTER OF INTENT

This letter of intent (“**Letter of Intent**”), which is effective as of March 24, 2018 (the “**Effective Date**”), sets forth a nonbinding agreement in principle between **SouthEast Alaska Regional Health Consortium** (hereinafter referred to as “**SEARHC**”), a nonprofit tribal organization comprised of federally-recognized Alaska Native tribes, and **the City and Borough of Wrangell, Alaska** (hereinafter referred to as “**CITY**”). Each of CITY and SEARHC is hereinafter individually termed a “**Party**,” and collectively they are termed the “**Parties**.”

### Recitals.

**WHEREAS**, the community envisions enhanced healthcare services in Wrangell that rely on coordinating the Parties’ strengths and collaborating on the community’s healthcare priorities.

**WHEREAS**, the service area population is rapidly aging, and the community is unlikely to see meaningful population growth that is necessary to sustain the current scope of quality of services of the Parties in the current configurations.

**WHEREAS**, CITY operates an aging facility that requires replacement and CITY desires to explore the development of a joint healthcare campus with SEARHC.

**WHEREAS**, Medicare and Medicaid rate freezes, combined with Alaska’s state budget crisis and decreased oil prices, could result in decreased reimbursement and increased demands on local funding priorities.

**WHEREAS**, CITY desires Wrangell Medical Center to become less reliant on cash infusions, such as capital support and lines of credit from the City and Borough of Wrangell.

**WHEREAS**, SEARHC has facilities which draw patients from a larger service area and operates clinics in 27 communities throughout Southeast Alaska, the coordinated access to which will allow the Wrangell community to access healthcare services, cost structures, and infrastructure scaled to the larger population of Southeast Alaska.

**NOW, THEREFORE**, the Parties wish to enter into a time-limited period of nonbinding, exclusive, confidential negotiations concerning a proposed affiliation.

### **Section 1. Purpose and Objectives for the Proposed Transaction.**

Specific terms of any future alignment (hereinafter referred to as the “**Proposed Transaction**”) will be determined through joint negotiation. SEARHC and CITY are executing this Letter of Intent to set forth their mutual intent to further pursue an alignment strategy through detailed transaction planning and definitive document development. Excluding the binding provisions described in Section 2, this Letter of Intent is nonbinding on either Party. The Parties wish to (i) first develop, by June 30, 2018 (which date the Parties may extend by mutual agreement) a mutually acceptable term sheet (hereinafter referred to as the “**Term Sheet**”) describing the Parties’ more specific goals and intended key structures and approaches for the Proposed Transaction and (ii) then reach agreement on the next steps to be taken before developing mutually

acceptable, legally binding definitive agreements (hereinafter referred to as the “**Definitive Agreements**”).

The purpose of the Proposed Transaction will be to create a healthcare campus and become the premier healthcare provider in Wrangell, improving community health through the sustainable provision of a broad array of high-quality clinical services. The Parties desire for the Proposed Transaction to achieve the enumerated objectives stated below (hereinafter referred to as the “**Objectives**”).

- 1.1 Enable capital investments for new and improved healthcare facilities and equipment that are currently not financially and operationally possible.
- 1.2 Improve quality and safety throughout the continuum of care and reduce the cost of providing such care by integrating clinical and administrative systems.
- 1.3 Develop enhanced medical expertise, specialties, and complementary resources for improved patient outcomes and better patient care experiences.
- 1.4 Preserve and enhance the quality of healthcare provided to patients.
- 1.5 Create a financially thriving enterprise with operational efficiencies that enables the expansion of services with the intent of optimizing patient care and enhancing access to capital.
- 1.6 Enhance access to a broad array of healthcare services for the patients in Wrangell and the surrounding communities.
- 1.7 Enhance the long-term ability of the Parties to secure capital and operational funding for the provision and expansion of services for patients.
- 1.8 Ensure equitable employment opportunities to attract and retain high-quality providers and staff to meet patient healthcare needs.
- 1.9 Facilitate an IT platform that will maximize efficiency, patient safety, and quality of care while meeting the challenges of, and opportunities provided by, healthcare reform.
- 1.10 Preserve equal access to healthcare services for all individuals in the communities and provide high-quality, culturally appropriate care.
- 1.11 Create operational efficiencies with the intent of optimizing patient care, realizing economies of scale, and reducing costs for patients and purchasers of healthcare services.
- 1.12 Enable the new healthcare entity to meet SEARHC’s Indian Health Service legal and funding obligations as well as allow for community input for the maintenance or provision of services within Wrangell.



- 1.13 No terms of the Proposed Transaction, and nothing in the Definitive Agreements, shall require, or be interpreted to require, CITY or SEARHC to conduct any activity or take any action that could cause it to contravene or compromise its philosophy, mission, or values.
- 1.14 Preserve or enhance current healthcare employment in Wrangell.

## **Section 2. Nonbinding Letter of Intent; Binding Provisions**

With the exception of the provisions in this Section 2 (hereinafter referred to as the “**Binding Provisions**”), all other provisions of this Letter of Intent are not legally binding and do not create or constitute any legally binding obligations whatsoever between SEARHC and CITY, and neither SEARHC nor CITY shall have any obligation or liability to the other Party with respect to the Proposed Transaction unless and until Definitive Agreements, in form and substance satisfactory to each Party and its respective counsel, are executed and delivered by and between the Parties.

- 2.1 Access Until the Termination Date. Subject to the confidentiality provisions the Parties may enter pursuant to the Confidentiality and Nondisclosure Agreement, (hereinafter referred to as the “**CNDA**”; see APPENDIX A), each of SEARHC and CITY will provide the other Party with reasonable access consistent with this transaction, to its respective facilities, books, and records (during normal business hours), and shall cause its respective directors, employees, accountants, attorneys, and other agents and representatives (collectively, the “**Representatives**”) to cooperate reasonably with the other Party in connection with such Party’s due diligence investigation of its assets, contracts, liabilities, operations, records, and other aspects of its business.

Each Party may, as part of the due diligence process, provide the other Party, and such other Party’s outside counsel and/or outside consultant, with various due diligence materials. Certain of this information may be determined by the disclosing Party to be competitively sensitive. Such information will be disclosed in accordance with guidelines consistent with state and federal antitrust laws, patient confidentiality laws and binding contractual obligations of the Parties (collectively, the “**Restrictions on Disclosures**”), all of which as shall be identified and agreed upon by the Parties. Any delivery or exchange of competitively sensitive due diligence information must be made in compliance with the Restrictions on Disclosures.

- 2.2 Exclusive Dealing Until the Termination Date. Until the Termination Date, SEARHC and CITY agree that neither shall, directly or indirectly, solicit or negotiate any potential merger, acquisition, consolidation, affiliation, lease arrangement, partnership or other relationship with any other entity (collectively, a “**Transaction**”) that would be in lieu of the Proposed Transaction being pursued by the Parties; provided that this shall not preclude the Parties from negotiating or

undertaking arrangements in the ordinary course of business and, in the case of SEARHC, will not prohibit SEARHC from engaging in any Transaction outside of the City and Borough of Wrangell, Alaska. Each Party will immediately notify the other of any contact initiated by any other person regarding any such offer or proposal or any related inquiry.

**2.3** Costs. Except as otherwise provided in the Definitive Agreements, each Party will pay its own legal, accounting, out-of-pocket, and other expenses incident to this Letter of Intent and to any action taken by such Party in preparation for the evaluation and discussions regarding the Proposed Transaction.

**2.4** Termination. This Letter of Intent shall terminate on the “**Termination Date,**” which date shall be the earliest of (i) June 30, 2018 (unless mutually extended by the Parties hereafter in writing), (ii) the date on which this Letter of Intent is terminated by the Parties’ mutual agreement, and (iii) the date the Parties execute the Definitive Agreements.

Upon termination of the Letter of Intent, each Party will have no further obligations hereunder, except as expressly provided in any binding written agreement that each Party may enter into in the future, which will survive any such termination.

**2.5** Publicity. Any public announcement concerning the Proposed Transaction and/or this Letter of Intent shall be discussed in advance by the Parties, it being the intention of the Parties that all such public announcements shall be issued jointly by the Parties, where possible.

**2.6** No Assignment. Neither Party may assign any or all of its rights or obligations under this Letter of Intent.

**2.7** Survival. The terms and provisions of the following Sections of this Letter of Intent shall survive the termination or expiration of this Letter of Intent: 2.3, 2.4, 2.5, 2.6, and 3.5.

### **Section 3. Other Provisions**

**3.1** Good Faith. SEARHC and CITY shall negotiate in good faith in an attempt to (i) first reach agreement on the Term Sheet and then reach agreement on and finalize the terms of the Definitive Agreements, in forms consistent with and in furtherance of the Objectives, and consistent with this Letter of Intent, and (ii) then submit them for approval by, in the case of SEARHC, the SEARHC board of directors and, in the case of CITY, the Assembly of the City and Borough of Wrangell (hereafter “Wrangell Borough Assembly”).

**3.2** No Violation. Each Party has relied on the other Party’s representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with or prohibit the transactions

contemplated hereby. This Letter of Intent, and the transactions contemplated hereby, will not violate any contract, agreement, or commitment binding on either Party.

- 3.3** Effect. SEARHC and CITY understand that the detailed terms of the transaction and the preparation of Definitive Agreements remain to be developed and agreed upon. Effecting the Proposed Transaction is contingent upon the final negotiation of those terms and the Definitive Agreements, satisfactory due diligence, regulatory approvals, formal approval by the SEARHC board of directors and the Wrangell Borough Assembly, and the execution of satisfactory Definitive Agreements, at the discretion of each.
- 3.4** No Waiver. No failure or delay by a Party in exercising its rights under this Letter of Intent shall operate as a waiver hereof, nor shall a waiver of any single right or remedy preclude exercise thereof or of any other right or remedy.
- 3.5** Governing Law. This Letter of Intent shall be governed by and construed and enforced in accordance with the laws of the State of Alaska, without giving effect to the principles of conflict of laws thereof.
- 3.6** Entire Agreement; Amendment; Notices. This Letter of Intent constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter thereof. This Letter of Intent may be amended or modified only by a document executed by each Party. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Any notices delivered under this Letter of Intent shall be deemed delivered when personally delivered, or five days after they are deposited with the United States Postal Service, certified mail, return receipt requested, or upon delivery by reputable overnight carrier with signature upon receipt required, addressed to the Parties at their addresses set forth below. Either Party may change the address to which notices are to be sent by mailing written notice thereof to the other Party as provided in this Letter of Intent.

If to CITY: Lisa Von Barga  
City Manager  
Wrangell, Alaska

If to SEARHC: Dan Neumeister  
Senior Executive Vice President  
SouthEast Alaska Regional Health Consortium  
3100 Channel Drive, Suite 300  
Juneau, Alaska 99801-7837 Dan Neumeister

3.7 Counterparts. This Letter of Intent may be executed in one or more counterparts, each of which will be deemed an original copy of this Letter of Intent and all of which, when taken together, will be deemed to constitute one and the same instrument. Executed versions of this Letter of Intent may be delivered by the Parties via facsimile or email, either or both of which shall constitute delivery of an original.

The Parties hereby execute this Letter of Intent to be effective as of the Effective Date.

**SouthEast Alaska Regional Health Consortium**

**City and Borough of Wrangell**

Name: D. [Signature]

Name: [Signature]

Title: Sr. Exec. V.P.

Title: Borough Manager

Date: 3/24/18

Date: 3/29/18

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>13d</b>	<u>DATE:</u>	June 26, 2018
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**Proposed Resolution No. 06-18-1417 of the Assembly of the City and Borough of Wrangell, Alaska Amending the Job Description of the Police Sergeant**

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Lisa Von Bargaen Borough Manager	<b>Expenditure Required:</b>
	<b>Amount Budgeted:</b>
	<b>Account Number(s):</b>
	<b>Account Name(s):</b>
<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
<input type="checkbox"/>	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance
<b>ATTACHMENTS:</b>	
1. Resolution No. 06-18-1417; 2. Red Lined Job Description	

**RECOMMENDATION MOTION:**

Move to Approve Resolution No. 06-18-1417 of the Assembly of the City and Borough of Wrangell, Alaska Amending the Job Description of the Police Sergeant.

**SUMMARY STATEMENT:**

Some attrition has taken place in the Police Department. Additionally some upward movement within the staff is expected. With the vacancy and movement it was a good time to review the adequacy of the job descriptions for both the Police Sergeant and Lieutenant. The attached red lined job descriptions shows the amendments recommended by the Police Chief to the Sergeant job description. No change in the wage is being requested. The attached resolution authorizes the amendment to the job description.



## City & Borough of Wrangell

## Position Description

Position: Police Sergeant	Position Number:
Department/Site: Public Safety Department	FLSA: Non-exempt
Evaluated by: Police Chief	Salary Grade: 25

### Summary

Supervises and participates in a complete range of law enforcement and administrative duties to support the Chief of Police. Serves as a supervisor for all Police Officers, Probationary Officers and Recruits. Provides assistance and supervision to assigned uniformed personnel on matters concerning enforcement of state criminal laws, traffic laws, administrative rules, and city/borough ordinances. Supervises the deterrence, detection, and investigation of crimes and apprehension of criminal suspects.

### Distinguishing Career Features

The Police Sergeant represents a working, leadership position within a law enforcement career ladder. To advance to Sergeant, incumbents must possess the education, experience and certificates required by the position. Advancement potential exists to Lieutenant based on need and compliance with the stated qualifications.

### Essential Duties and Responsibilities

- Supervises and participates in work with assigned employees and makes recommendations on personnel actions such as hiring, terminations, discipline, and performance evaluations.
- Plans, supervises, and personally deploys to assure adequate personnel and equipment assigned for the enforcement, prevention, and investigation of crime within and outside the city.
- Supervises the daily activities and checks reports submitted by Officers for accuracy and content.
- Monitors, inspects, and is accountable for the appearance, morale, public image, and performance of Officers ~~on the same shift.~~
- Maintains complete records of assigned shift activities, communicating information to the Police Lieutenant or designee.
- Provides Officers with technical and/or professional assistance as needed.
- Observes, supervises, and instructs officers in the enforcement of state laws, administrative rules, and borough ordinances; the prevention of crime and the protection of life and property.
- Patrols various areas of the city. Observes activity in violation of laws, statutes and codes. Stops offenders, runs background checks, issues citations, warrants, and arrests as appropriate.
- Responds to calls for assistance.

- Supervises and participates in the investigation of complaints to determine whether a crime has been committed.
- ~~Establishes and executes crime investigations. Oversees and participates in securing evidence, trains Officers in evidence collection procedures, interviews witnesses, locates and interviews potential suspects.~~
- Secures evidence for the arrest and prosecution of suspects and provides instructions concerning the sufficiency of the evidence for the holding of a suspect or his arrest.
- Monitors and participates in the activities of Officers who are engaged in the enforcement of state criminal laws, state traffic laws, criminal investigations, traffic accident investigations, and traffic control.
- Monitors the adherence to department policies and procedures and takes necessary action to insure that standards of the department are maintained.
- Reviews and investigates all citizen complaints against departmental employees. Refers major complaints to the Lieutenant/Chief of Police. Prepares recommendations for disciplinary matters if necessary.
- Researches and commits to written form special projects assigned by the city administration.
- Supervises and approves overtime, compensatory and vacation time requests from officers.
- Maintains computer system, phone recording system and evidence locker.
- Prepares ~~reported reports~~ to be submitted via Discovery Request or other official channels.
- Performs other duties as assigned that support the overall objective of the position.

## Qualifications

- **Knowledge and Skills**

The position requires in-depth knowledge of and expertise in all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, record keeping, and law enforcement administration. Requires considerable knowledge of constitutional and statutory laws governing law enforcement, the geography of the borough and the location of private and public commerce activity. Requires a thorough knowledge of criminal behavior that contributes to crimes. Requires well-developed human relations skills sufficient to train others in an in-service environment, present information to community groups and the media, resolve conflict, conduct interviews, work with disturbed, angry, or emotional individuals and groups, and accomplish harmony and productivity in a diverse work team. Requires sufficient writing skill to prepare complex reports, policies, procedures, and correspondence.

- **Abilities**

Police Sergeant

@Jacobson, Betts & Company

Rev. 10/12/2011

Requires the ability to carry out the full scope of the position. Requires the ability to plan and carry out the administrative and technical programs, projects, and work assignments. Ability to train and make formal presentations. Ability to analyze complex law enforcement problems, including statistical analysis of trends and crime-related information. Ability to exercise sound judgement when acting in emergency situations. Ability to operate firearms, cameras, automotive and radio equipment; to obtain information through interrogations and observation; and to prepare information suitable for court cases.

- **Physical Abilities**

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

- **Education and Experience**

The position requires a high school diploma, ~~or equivalent,~~ be a minimum age of 21, have received the basic and intermediate certificate from Alaska Police Standards ~~and Training Council~~, and have three years of experience as a Police Officer.

- **Licenses and Certificates**

Requires a valid driver's license. Intermediate certificate. First Aid Card. U.S. Citizenship.

- **Working Conditions**

Work is performed indoors and outdoors where continuous safety considerations exist from physical labor and risk of harm, moving equipment and objects, dangerous situations, and temperature and noise extremes.

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

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 06-18-1417

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

WHEREAS, attrition in the Police Department has led to some open positions; and

WHEREAS, review of job descriptions for accuracy and relevancy when positions are open is good practice; and

WHEREAS, the Police Chief has reviewed the job description for the position of Police Sergeant and desires to make some amendments; and

WHEREAS, there will be no amendment to the wage and grade for this position.

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

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

Section 2. The new job description for Police Sergeant will become effective immediately upon passage and approval of this resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 26<sup>TH</sup> DAY OF JUNE, 2018.

CITY AND BOROUGH OF WRANGELL

\_\_\_\_\_  
David L. Jack, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>13e</b>	<u>DATE:</u>	June 26, 2018
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**Proposed Resolution No. 06-18-1418 of the Assembly of the City and Borough of Wrangell, Alaska Amending the Job Description of the Police Lieutenant**

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Lisa Von Bargen Borough Manager	<b>Expenditure Required:</b>
	<b>Amount Budgeted:</b>
	<b>Account Number(s):</b>
	<b>Account Name(s):</b>
<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/> Commission, Board or Committee	<b>Unencumbered Balance(s) (prior to expenditure):</b>
Name(s)	
<input type="checkbox"/> Attorney	
<input type="checkbox"/> Insurance	
<u>ATTACHMENTS:</u>	
1. Resolution No. 06-18-1418; 2. Red Lined Job Description	

**RECOMMENDATION MOTION:**

Move to Approve Resolution No. 06-18-1418 of the Assembly of the City and Borough of Wrangell, Alaska Amending the Job Description of the Police Lieutenant.

**SUMMARY STATEMENT:**

Some attrition has taken place in the Police Department. Additionally some upward movement within the staff is expected. With the vacancy and movement it was a good time to review the adequacy of the job descriptions for both the Police Sergeant and Lieutenant. The attached red lined job descriptions shows the amendments recommended by the Police Chief to the Lieutenant job description. No change in the wage is being requested. The attached resolution authorizes the amendment to the job description.



## City & Borough of Wrangell

## Position Description

Position: Police Lieutenant	Position Number: S2
Department/Site: Public Safety Department	FLSA: Exempt
Evaluated by: Police Chief	Salary Grade: 26

### Summary

Plans, supervises, and participates in a complete range of law enforcement and administrative duties to support the Chief of Police. Serves as a supervisor for both corrections and police. Provides assistance and supervision to assigned uniformed personnel on matters concerning enforcement of state criminal laws, traffic laws, administrative rules, and city/borough ordinances. Supervises the deterrence, detection, and investigation of crimes and apprehension of criminal suspects.

### Distinguishing Characteristics

The Police Lieutenant represents a working, leadership position within a law enforcement career ladder. To advance to this position, incumbents must possess the education, experience and certificates required by the position and demonstrate the ability to conduct investigations. Potential advancement to Lieutenant exists based on department need and compliance with the stated qualifications.

### Essential Duties and Responsibilities

- Participates in supervising the department and participates in work assigned to employees. Makes recommendations on personnel actions such as hiring, terminations, discipline, and performance evaluations.
- ~~▪ Plans, supervises, and personally deploys to assure adequate personnel and equipment assigned for the enforcement, prevention, and investigation of crime within and outside the city.~~
- ~~▪ Supervises the daily activities and checks reports submitted by Officers for accuracy and content.~~
- ~~▪ Reviews incident reports and complaints submitted by Officers or citizens. Follows up by initiating investigations.~~
- ~~▪ Establishes and executes crime investigations. Oversees and participates in securing evidence, trains Officers in evidence collection procedures, interviews witnesses, locates and interviews potential suspects.~~
- ~~▪ Compiles information and evidence in order to establish a case file and to identify potential suspects. Reviews crime evidence, researches and locates suspects, conducts interviews, and makes arrests per evidence.~~
- Prepares information to support arrest warrants and court proceedings. Testifies in court as required.
- Responds to reports of possible crimes and takes initial action as situations require to

secure the scene. Interviews available victims and witnesses. Gathers evidence. Completes incident and arrest reports.

- ~~▪ Investigates persons suspected of being engaged in crime, ascertaining and securing evidence and arresting suspects for probable cause. Requests specialized assistance as needed.~~
- Along with Sergeants, mMonitors, inspects, and is accountable for the appearance, morale, public image, and performance of Officers and Correctional Officers.
- Monitors the adherence to department policies and procedures and takes necessary action to ensure that standards of the department are maintained.
- Monitors~~Maintains~~ ~~compet~~ records of assigned shift activities, communicating information to the Chief of Police or designee.
- Provides Sergeants/Officers with technical and/or professional assistance as needed. Requests specialized assistance as needed.
- ~~▪ Observes, supervises, and instructs officers in the enforcement of state laws, administrative rules, and borough ordinances; the prevention of crime and the protection of life and property.~~
- Patrols various areas of the city. Observes activity in violation of laws, statutes and codes. Stops offenders, runs background checks, issues citations, warrants, and arrests as appropriate.
- ~~▪ Responds to calls for assistance.~~
- ~~▪ Supervises and participates in the investigation of complaints to determine whether a crime has been committed.~~
- ~~▪ Secures evidence for the arrest and prosecution of suspects and provides instructions concerning the sufficiency of the evidence for the holding of a suspect or his arrest.~~
- Monitors and participates in the activities of Sergeants/Officers who are engaged in the enforcement of state criminal laws, state traffic laws, criminal investigations, traffic accident investigations, and traffic control.
- ~~▪ Monitors the adherence to department policies and procedures and takes necessary action to ensure that standards of the department are maintained.~~
- Reviews and investigates all citizen complaints against departmental employees. Refers major complaints to the Chief of Police. Prepares recommendations for disciplinary matters if necessary.
- Researches and commits to written form special projects assigned by the city and borough administration.

In conjunction with IT Support, responsible for overseeing the maintenance and security of department

- Responsible for the maintenance and security of the department evidence locker.

- Performs duties as described within the duties of Police Sergeant and Police Officer as needed.
- Performs other duties as assigned that support the overall objective of the position.

## **Qualifications**

### **▪ Knowledge and Skills**

The position requires in-depth knowledge of and expertise in all phases of police work including principles and practices of modern crime prevention, investigation, criminal identification, apprehension, rules of evidence, traffic control and safety, care and custody of prisoners, record keeping, and law enforcement administration. Requires considerable knowledge of constitutional and statutory laws governing law enforcement, the geography of the borough and the location of private and public commerce activity. Requires a thorough knowledge of criminal behavior that contributes to crimes. Requires advanced training and/or knowledge in criminal investigations. Requires well-developed human relations skills sufficient to train others in an in-service environment, present information to community groups and the media, resolve conflict, conduct interviews, work with disturbed, angry or emotional individuals and groups, and accomplish harmony and productivity in a diverse work team. Requires sufficient writing skill to prepare complex reports, policies and procedures, and correspondence.

### **▪ Abilities**

Requires the ability to carry out the full scope of the position. Requires the ability to plan and carry out the administrative and technical programs, projects, and work assignments. Ability to train and make formal presentations. Ability to analyze complex law enforcement problems, including statistical analysis of trends and crime-related information. Ability to exercise sound judgement when acting in emergency situations. Ability to operate firearms, cameras, automotive and radio equipment; to obtain information through interrogations and observation; and to prepare information suitable for court cases.

### **▪ Physical Abilities**

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

### **▪ Education and Experience**

The position requires a high school diploma and at least 21 years of age, ~~that the applicant~~ has received the basic and intermediate certificate from the Alaska Police Standards Council Academy or similar with reciprocal privileges and have three years of experience as a Police Officer.

- **Licenses and Certificates**

Requires a valid driver's license. ~~Police Academy~~ Intermediate certificate. First Aid and ~~CPR~~ Card. U.S. Citizenship.

- **Working Conditions**

Work is performed indoors and outdoors where continuous safety considerations exist from physical labor and risk of harm by individuals, moving equipment and objects, dangerous situations, and temperature and noise extremes.

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

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 06-18-1418

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

WHEREAS, attrition in the Police Department has led to some open positions; and

WHEREAS, review of job descriptions for accuracy and relevancy when positions are open is good practice; and

WHEREAS, the Police Chief has reviewed the job description for the position of Police Lieutenant and desires to make some amendments; and

WHEREAS, there will be no amendment to the wage and grade for this position.

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

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

Section 2. The new job description for Police Lieutenant will become effective immediately upon passage and approval of this resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 26<sup>TH</sup> DAY OF JUNE, 2018.

CITY AND BOROUGH OF WRANGELL

\_\_\_\_\_  
David L. Jack, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, Borough Clerk



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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>13f</b>	<u>DATE:</u>	<b>June 26, 2018</b>
<b>Approval of Professional Services Agreement with the State of Alaska for Wrangell Regional and Community Jail in the Amount of \$371,975</b>				
<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Lisa Von Bargaen Borough Manager		<b>Expenditure Required:</b>		
		\$0		
		<b>Amount Budgeted:</b>		
		\$356,400 - Revenue		
		<b>Account Number(s):</b>		
		11000 000 4320		
		<b>Account Name(s):</b>		
		JAIL RENTAL REVENUE		
<u>Reviews/Approvals/Recommendations</u>				
<input type="checkbox"/>	Commission, Board or Committee	<b>Unencumbered Balance(s) (prior to expenditure):</b>		
Name(s)		N/A		
<input type="checkbox"/>	Attorney			
<input type="checkbox"/>	Insurance			
<b>ATTACHMENTS:</b>				
1. Jail PSA; 2. Cover Letter from SOA				

**RECOMMENDATION MOTION:**

Move to Approve Professional Services Agreement with the State of Alaska for Wrangell Regional and Community Jail in the Amount of \$371,975.

**SUMMARY STATEMENT:**

Annually the State of Alaska, Department of Corrections provides funding to municipal operators of community and regional jails. The Professional Services Agreement with the State of Alaska for the Wrangell Regional and Community Jail is before the Assembly for consideration. The amount of the contract is \$371,975. This represents roughly a 4% increase over the amount of last year's amended contract of \$356,408.

The original FY 2018 contract was \$325,274. In October, the Assembly approved an amendment to the contract increasing it by \$31,134 in exchange for the Wrangell Police Department assuming

responsibilities associated with: Assessment & Database Collection; Community Pre-Trial Electronic Monitoring; Community Pre-Trial Monitoring/Pre-Trial Supervision; and Diversion Programs. These additional component responsibilities are part of the FY 2019 contract.

Below is a breakdown of the contract components:

<u>Contract Component</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>Change</u>
Base Contract:	\$325,274	\$325,274	Same as FY 2018
Assessment/Database Collection:	\$ 5,254	\$ 3,503	4% increase
Community Pre-Trial Electronic Monitoring:	\$ 12,259	\$ 8,173	4% increase
Community Pre-Trial Monitoring/Supervision:	\$ 17,513	\$ 11,675	4% increase
Diversion Programs:	\$ 11,675	\$ 7,783	4% increase
Total:	\$371,975	\$356,408	

**Please note this is a five year contract beginning July 1, 2018 end ending June 30, 2023.** The annual amount is expected to be \$371,975, which is the amount for fiscal year 2019. Please also see there is the opportunity for additional reimbursement if certain additional tasks must be performed by the Wrangell Police Department. There are pros and cons associated with a five year contract. The amount of the contract will likely remain the same, annually over five years, despite inflation (although it is possible the State could make inflationary adjustments). However, we have a certainty of what our revenue will be for the next five years.

The amount of revenue budgeted in the FY 2019 Budget is \$356,400. The CBW will be taking in \$15,575 more than budgeted in this line item. The total amount of the Corrections and Emergency Dispatch budget for FY 2019 is \$522,939. In addition to the jail contract this department also takes in \$50,000 in emergency 911 surcharge fees. This brings the total department revenue for FY 2019 to \$421,975. If the entire budgeted amount for FY 2019 expenditures is spent, the total General Fund contribution to this department will be \$100,964. Please keep in mind the approved budget for FY 2018 was \$562,059, but year-end expenditures are anticipated to only be \$451,059. If that pattern holds true for FY 2019, the unreimbursed General Fund contribution will be much less.

The Police Chief has reviewed the contract and is comfortable with the Assembly approving it.

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 2091014	2. Contract Title Regional and Community Jail: Wrangell	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-1600000002-3020-5024
5. Vendor Number CUW84559	6. IRIS GAE Number (if used) 2091014	7. Alaska Business License Number Not Applicable	

**This contract is between the State of Alaska,**

8. Department of Corrections	Division Institutions	hereafter the State, and		
9. Contractor City of Wrangell, Police Department <span style="float: right;">hereafter the contractor</span>				
Mailing Address P.O. Box 531	Street or P.O. Box 431 Zimovia Hwy	City Wrangell	State AK	ZIP+4 99929

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins July 1, 2018, and ends June 30, 2019.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$371,975.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Administrative Services, Accounting
Mailing Address P.O. Box 112000, Juneau, AK 99811-2000	Attention: Janette Perlasca (ph. 907-465-3461)

<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm City of Wrangell		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Lisa Von Bargen		
Title City Manager (ph. 907-874-2381; fax 907-874-2173)		Signature of Head of Contracting Agency or Designee
<b>13. CONTRACTING AGENCY</b>		
Department/Division Corrections, Division of Institutions	Date	
Signature of Project Director		
Typed or Printed Name of Project Director John Schauwecker		
Title Procurement Manager CPPB, C.P.M		Date
Title Acting Director of Institutions		

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.



**ALASKA DEPARTMENT OF CORRECTIONS  
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES  
July 1, 2018 through June 30, 2023**

**Appendix C  
General Terms**

**Parties**

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Wrangell, herein referred to as the "Borough/City".

**1. Services**

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

**2. Sole Agreement**

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Wrangell Regional and Community Jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

### **3. Effective Date/Termination/Amendments**

This contract is effective **July 1, 2018** and continues in force through **June 30, 2023** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a five-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

### **4. Responsibilities of the parties**

#### General Responsibilities of the Borough/City

##### The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention, and shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract, and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections, as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the

prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's

selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2020 is due to the State Regional and Community Jail administrator on October 1, 2018 for inclusion in the annual Department of corrections' fiscal year 2020 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
  - July – September – quarterly and year-to-date financial statement due on October 31.
  - October – December – quarterly and year-to-date financial statement due on January 31.
  - January – March – quarterly and year-to-date financial statement due on April 30.
  - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15<sup>th</sup> day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- x. Regional and Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
  - (1) Full name
  - (2) Residence address
  - (3) Telephone
  - (4) Date of birth
  - (5) Valid drivers license and state of issue, or other photo identification
  - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

## **5. General Responsibilities of the Department of Corrections**

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.



- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

**6. Medical and Dental Care and Reimbursement**

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, “necessary medical care” has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term “necessary medical care” and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
  - i. control bleeding;
  - ii. relieve pain;
  - iii. eliminate acute infection;
  - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
  - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider, and take reasonable steps to guard against misuse or overdose of medicines by prisoners.

- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons

- (1) held under the authority of AS 47,
- (2) accepted into the facility while unconscious or in immediate need of medical attention,
- (3) receiving medical services for elective, cosmetic or other medical services that are not necessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
  - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
  - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
  - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or

any insurance carrier or other third-party payer.

## **7. Transfers and Transportation of Prisoners**

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
  - (1) a court has ordered the transportation;
  - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
  - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

## **8. Sentenced Electronic Monitoring**

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

### **Sentenced Electronic Monitoring:**

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at

any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26<sup>th</sup> Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

## **9. Pretrial Program Services**

### **a. Assessment & Database Collection:**

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

**\*\*\*Service currently included in the contract. Price included for this service is \$5,254.00\*\*\***

### **b. Community Pretrial Electronic Monitoring:**

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data with regard to the defendant and the EM restrictions should be loaded into the web based database utilized for EM and also noted in the ACOMS software application. Most

defendants on EM will be moderate or high risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently included in the contract. Price included for this service is \$12,259.00\*\*\***

**c. Community Pretrial Monitoring and Pretrial Supervision**

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently included in the contract. Price included for this service is \$17,513.00\*\*\***

**d. Diversion Programs**

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation

for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently included in the contract. Price included for this service is \$11,675.00\*\*\***



**ALASKA DEPARTMENT OF CORRECTIONS  
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES  
July 1, 2018 through June 30, 2023**

**Appendix D  
Payment Provisions**

1. The base contract amount for the City / Borough of Wrangell is **\$325,274.00**. The **Pretrial Services contract amount is \$46,701.00 (Assessment & Database Collection \$5,254.00 + Community Pretrial Electronic Monitoring \$12,259.00 + Community Pretrial Monitoring and Pretrial Supervision \$17,513.00 + Diversion Programs \$11,675.00)**. The **total contract amount is at \$371,975.00** for the period from **July 1, 2018 through June 30, 2019** and represents the total payment due for FY 19. This will be a five-year contract that includes Pretrial Services programs and options to add Sentenced Electronic Monitoring to the contract. 12 Beds
2. It is specifically agreed by the parties that the Department of Corrections is not funded for and will not provide annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

G:\supply\CommunityJailContract\Comm Jail FY19 to FY23\Wrangell.doc

**Appendix List:**

- A     General Provisions**
- B     Not used**
- C     General Terms and Indemnity and Insurance related language**
- D     Payment Provisions**
- E     State of Alaska, Community Jails Program: Standards for Jail Operation  
As produced and adopted by the Governor's Task Force on Community Jails,  
November 1994**



May 25, 2018

Dear Borough / City:

Please find attached the Regional & Community Jail Contract for FY19. The Department of Corrections has identified below changes that were made to the contract language and the reasons for the changes.

1. Appendix C.1: Added additional titles for the "Community Jail Administrator".
2. Appendix C.3: This language changed to reflect the new 5 year contract term.
3. Appendix C. 4. q - r: This language was slightly modified to add the word "Operational" for current fiscal year and change the date from October 15 to July 15.
4. Appendix C.4. s - t: This language was slightly modified to add the word "Operational" for future year budget requests.
5. Appendix C. 4. y: This language was added to recognize that the Borough / City will comply with the national standards to prevent, detect, and response to prison rape under the Prison Rape Elimination Act (PREA) guidelines.
6. Appendix C. 5. e: This language was added to recognize that the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.
7. Appendix C. 8: The Sentenced Electronic Monitoring language was modified and the intent of this language is to explain how the Sentenced Electronic Monitoring will work and compensation.
8. Appendix C.9: Pretrial Program Services were added to provide optional services the Community and Regional Jails can participate and the respective compensation for the optional Pretrial Services.

9. Appendix D.1: This language was modified to include the amount of money for Pretrial Program Services.

If you have any questions, please don't hesitate to contact me.

Sincerely,



John Schauwecker CPPB, C.P.M  
Procurement Manager

cc: Clair Sullivan  
Deputy Commissioner

April Wilkerson,  
Administrative Services Director

Jacob Wyckoff,  
Institutions Director

Geri Fox,  
Pretrial Services Director

Brann Wade,  
Probation Officer V

Matthias Cicotte  
Alaska Department of Law  
Attorney III

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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>13g</b>	<u>DATE:</u>	June 26, 2018
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**Approval of a 6 Foot Floating Easement through the Institute Property to Provide Access to Properties Identified on the Preliminary Plat for Trust Land Survey 2018-10 for the Land Trade between the Alaska Mental Health Trust and the US Forest Service**

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Planning and Zoning Commission Carol Rushmore, Economic Development Director	<b>Expenditure Required:</b>
	<b>Amount Budgeted:</b>
	<b>Account Number(s):</b>
	<b>Account Name(s):</b>
<u>Reviews/Approvals/Recommendations</u>	
<u>xx</u>	Planning & Zoning Commission <b>Unencumbered Balance(s) (prior to expenditure):</b>
Name(s)	
_____	Attorney
_____	Insurance
<u>ATTACHMENTS:</u>	
1. Preliminary Plat 2018-10 (marked showing easements) 2. Schematic Design layout of the Institute Master Plan	

**RECOMMENDED MOTION:**

Move to approve a 60 Foot Floating Easement through the Institute Property to Provide Access to Properties Identified on the Preliminary Plat for Trust Land Survey 2018-10 for the Land Trade between the Alaska mental Health Trust and the US Forest Service.

**SUMMARY STATEMENT:**

This proposed land trade between the USFS and the Mental Health Trust Authority has been in process for several years. The proposed land exchange within Wrangell area was previously reviewed by the Borough Assembly. Based on a recommendation of the Planning and Zoning Commission, the Assembly requested that a portion of the proposed land trade area around 9-10 Mile Zimovia Highway be removed from the lands for trade as they were considered very desirable waterfront developable lands. The area was north of the sandy beach area accessed

via Pats Landing LTF. The area has not been pulled out and is part of the lands that will be traded to the USFS at this time.

Federal Legislation was passed, and Wrangell is now being surveyed in Phase II of the survey land exchange analysis.

The Planning and Zoning Commission reviewed three preliminary plats to ensure that platting requirements are being met and to discuss access issues. The review and request for an easement from the Assembly only pertains to one of the three plats.

The Land that is being transferred to the USFS will remain in its natural state. According to AMHT, the legislation dictates that no new encumbrances on the land can be incurred prior to the transfer.

**Part of the motion specific to this request made by the Planning and Zoning Commission to address the proposed preliminary plats submitted by the Trust Land Office of Alaska Mental Health Trust was:**

**Recommend to the Assembly to create a (floating) easement/row through the Institute to provide a second access to Lot 2 (retained by AMHT) and enable AMHT to extend the floating easement through Lot 2 to USFS lands beyond and to Lot 1 (going to USFS) because Rainbow Falls Trail is considered inadequate access (Prelim Plat 2018 -10).**

**Discussion regarding the outcome of the Planning and Zoning Commission meeting and approved motion:**

WMC 19.28.050 requires that any lot created without road frontage must have a guaranteed access, usually in the form of an access easement, to the lot. The primary issues with the preliminary plat as proposed was the lack of access to lots being created without any road frontage. The motion above, provided necessary access to the lots by creating floating easements 60-foot-wide which could become right-of-way locations if AMHT decides to develop the property.

On AMHT Survey 2018-10, the Planning and Zoning Commission did not believe that utilizing Rainbow Falls as the guaranteed access to proposed Lot 1 (USFS) was adequate access. AMHT said that if the City were to provide guaranteed access through the Institute Property, then they could continue the access via a floating easement over to Lot 1 as well as up to the existing USFS lands. This access would be an alternative means of access to AMHT and USFS lands. Lot 3 South Wrangell Subdivision will also provide an access point, but further down Zimovia Highway at the south end of the SMB Loop road, a road would no longer be able to be placed to access USFS lands because all the land is going to the USFS under the trade agreements must remain in a natural state.



Through the Institute Master Plan, the proposed “road” is conceptually designed all the way to the AMHT property, in the hopes that AMHT would continue development on their lands. The proposed access is where the current logging road was created near the north SMB Loop Road. Until the Institute Property is developed, the access could be a floating 60-foot-wide easement in the current location of the logging road. By granting this easement, AMHT is willing to provide additional easements to Lot 1 and to USFS property beyond in addition to the 60-foot-wide floating easement to be placed on Lot 3 (AMHT) South Wrangell Alaska Subdivision to Lot 2 (AMHT) in 2018-10.

**Background:**

The following information is an excerpt from the staff report for the Planning and Zoning Commission May 2018 regarding issues with the plat which led to the request for the easement through the Institute Property.

**Findings:**

Trust Land Survey 2018-10:

1. Lot 1, a separate legal lot, is being created without guaranteed access. (see #6 below)
2. Lot 2, a separate legal lot, is being created without guaranteed access.
3. Lot 3, a separate legal lot, is being created without guaranteed access.
4. AMHT owns Lot 3, South Wrangell Subdivision, that may need to be part of this plat for designation for a 60-foot floating easement/ROW to Lot 2 and possibly Lot 1. Is this adequate access for that tract?
5. AMHT owns Lot 23, USS 2900 and Lot 14, South Wrangell subdivision that should be part of this plat to include a 60-foot ROW through to access USFS lands, but should continue through Lot 3. Future access through and beyond Lot 3 is of concern to the City and Borough of Wrangell as this was the access point to any future timber sales in the Wrangell Island Sale completed last year. Should conditions change in the future, the Borough and the USFS want to ensure access to Timber lands beyond Lot 3. According to AMHT, Lot 14 and Lot 23 will be transferred to the USFS. In order to provide access to Lot 23, staff is requesting that the lot lines be removed between Lots 23 and 14 and between Lot 14 and new Lot 3 so that the lot has direct road frontage. No Road will be able to be constructed, so an alternative easement to USFS lands need to be provided through Lot 2 being retained by AMHT.
6. The easement for the Rainbow Falls Trail should be referenced on Plat notes. Currently, there is an existing USFS Trail easement for the Rainbow Falls Trail through USS 3403 which is owned by the Borough to Lot 1 (previously owned by AMHT but will be transferred to USFS). The AMHT is requesting concurrence that the trail provides the necessary guaranteed access to Lot 1. If the Commission finds otherwise, then another option might be to provide a floating 60 wide access through Lot 2. (see discussion #7)

7. Access to new Lot 2 behind the Institute property is also required. AMHT owns Lot 3 South Wrangell Subdivision and thus can provide a floating 60 easement to Lot 2 across this lot. In addition, part of the Institute Master Plan currently has a proposed road through Borough property to Lot 2 (see draft design drawing). AMHT has indicated that should the City provide an easement to Lot 2 through Lot 26 USS 3403 (Institute) AMHT will continue the easement through Lot 2 to USFS land beyond Lot 2. An easement could also continue along the existing logging road when that land was logged to Lot 1 going to the USFS if the Commission finds Rainbow Falls trail is not adequate.

# PRELIM PLAT

- NOTES:**
1. THIS SURVEY WAS PERFORMED BY MILLIKEN SURVEYS BETWEEN APRIL 2-3, 2018.
  2. THE ACCURACY OF THIS SURVEY IS GREATER THAN 1:5000.
  3. SURVEY INH. 3708 IS AN EXCERPT THROUGH LOT 4, U.S. SURVEY INH. 3708.
  4. THE SUBMERSON LAKE BETWEEN LOTS 1 AND 2 IS SURVEYED AS THE NORTH-EASTLY BIGHT-OF-CURVE OF THE TRANSDIGON LINE EXHIBIT, BOOK 16, PAGE 32, WINGZELL RECORDING DISTRICT.
  5. LINES 4-A AND LINE 4-B ARE LOT 1, SURVEYED CONCURRENTLY WITH THIS LAND SURVEY INH. 3708-4.

**GEOGRAPHIC COORDINATE**  
 THE GEOGRAPHIC POSITION OF C11, LOT 1, T1S 20N-10, IN WINGZELL RECORDING DISTRICT, IS DETERMINED BY SURVEY NATIONAL GEODESIC CONTROL ESTABLISHED UNDER THE NATIONAL GEODESIC DATUM 1983 (NAD83), IS  
 LATITUDE: 59° 24' 10.00" NORTH MAG. 83(2011)  
 LONGITUDE: 132° 19' 43.00" WEST

- LEGEND**
- BLM POST MONUMENT RECOVERED
  - BLM COPPERFIELD MONUMENT RECOVERED
  - PRIMARY MONUMENT SET THIS SURVEY
  - SURVEYED LINE
  - UNRECOVERED LINE
  - SECTION LINE
  - M.A.D. WINGZELL RECORDING DISTRICT

**STATEMENT OF OWNERSHIP AND INTEREST**

I, the undersigned, being duly appointed and qualified, and acting according to the laws of the State of Alaska, do hereby certify that the records in my possession, and the following described property is owned on the last record of the city and borough of Winthrop, Alaska, as follows:

City of Winthrop, Alaska, as follows:

**STATEMENT OF APPROVAL BY THE DISTRICT COMMISSIONER**

I hereby certify that the subdivision plat shown herein has been found to comply with the subdivision regulations of the city and borough of Winthrop, Alaska, and that said plat has been approved by the Commission for Planning and Development, and that the same has been approved for recording in the Office of the District Magistrate, District of Fairbanks, Winthrop, Alaska.

Approved for recording in the Office of the District Magistrate, District of Fairbanks, Winthrop, Alaska.

Notary Public in and for the State of Alaska

My commission expires \_\_\_\_\_

City Clerk

Mayor, City and Borough of Winthrop

Commission, Planning Commission

Secretary

City Clerk

Mayor, City and Borough of Winthrop

Commission, Planning Commission

Secretary

City Clerk

Mayor, City and Borough of Winthrop

Commission, Planning Commission

Secretary

City Clerk

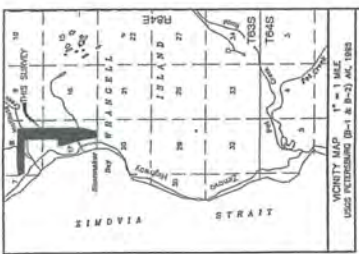
Mayor, City and Borough of Winthrop

Commission, Planning Commission

Secretary

City Clerk

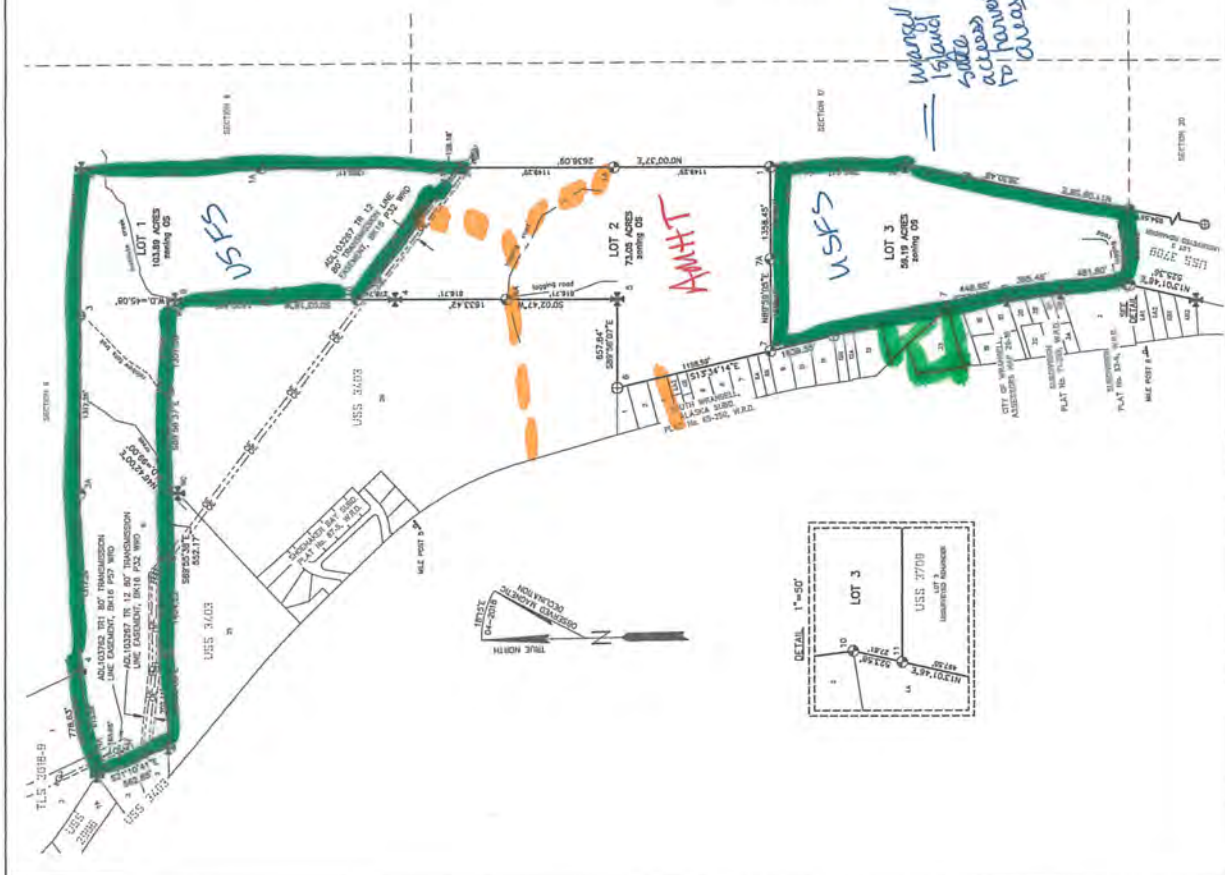
Mayor, City and Borough of Winthrop



**MILLIKEN SURVEYS**  
 1100 W. 10TH AVE., SUITE 100  
 ANCHORAGE, ALASKA 99503-4790  
 (907) 235-8970

**TRUST LAND SURVEY**  
 No. 2018-10

A SUBDIVISION OF LOT 3, U.S. SURVEY INH. 3708, TOWNSHIP 20 SOUTH, RANGE 10 EAST, COOPER TOWNSHIP, DISTRICT IN THE WINGZELL RECORDING DISTRICT CONTAINING 56.19 ACRES MORE OR LESS	
<b>SURVEYOR</b>	<b>CLIENT</b>
MILLIKEN SURVEYS 281 BOWLAND AVE. ANCHORAGE, AK 99503 907-235-8970	TRUST LAND SURVEY 1100 W. 10TH AVE., SUITE 100 ANCHORAGE, AK 99503 907-235-8970
<b>SURVEY DATE</b> 04/02/18	<b>SCALE</b> 1" = 400'
<b>PLAT DATE</b> 04/02/18	<b>SECTION</b> 0011-100
<b>PLAT NUMBER</b> 3708-4	<b>FILE NO.</b> 18-1001-100
<b>DRAWN BY</b> MRS	<b>FILE NO.</b> 18-1001-100

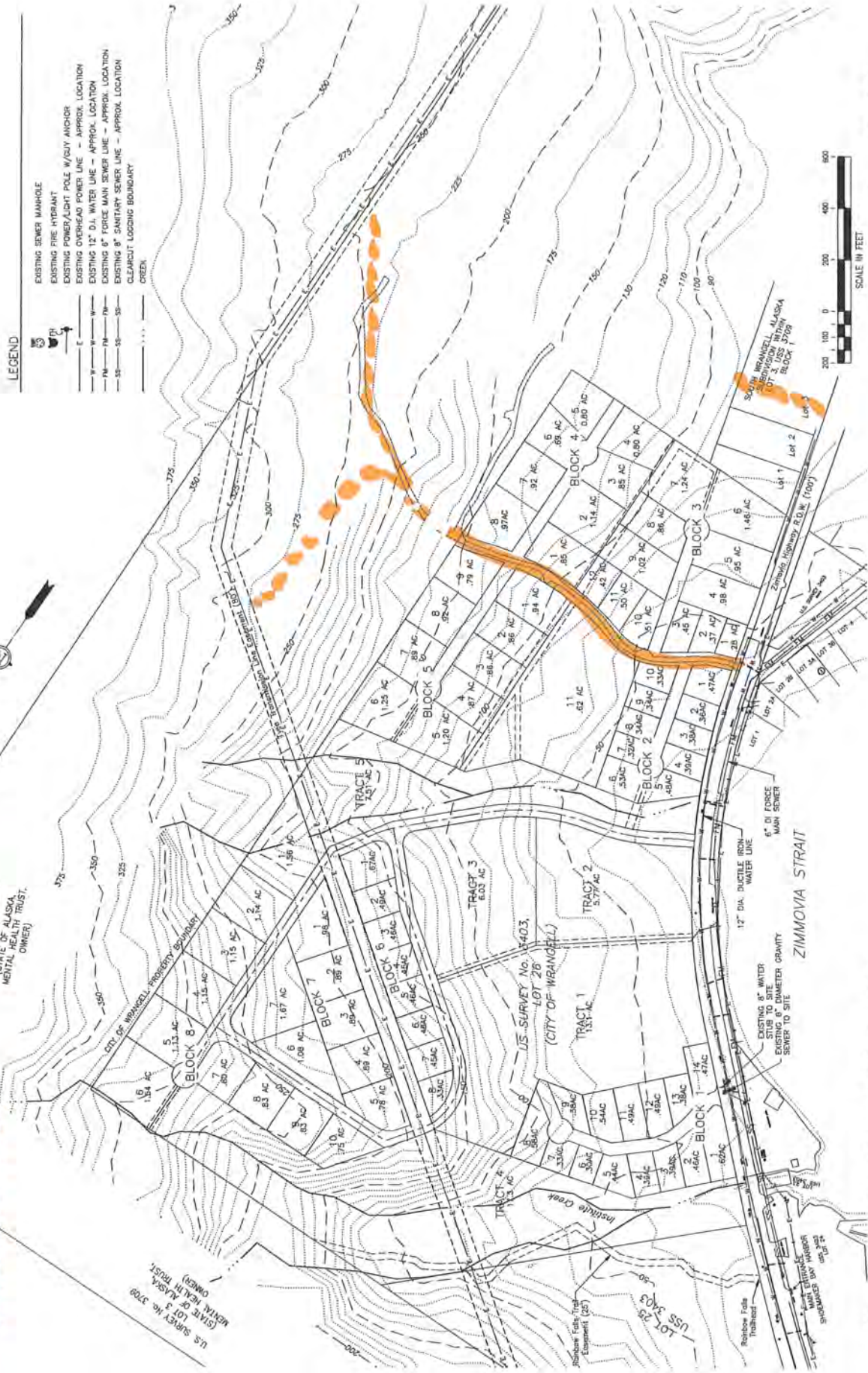




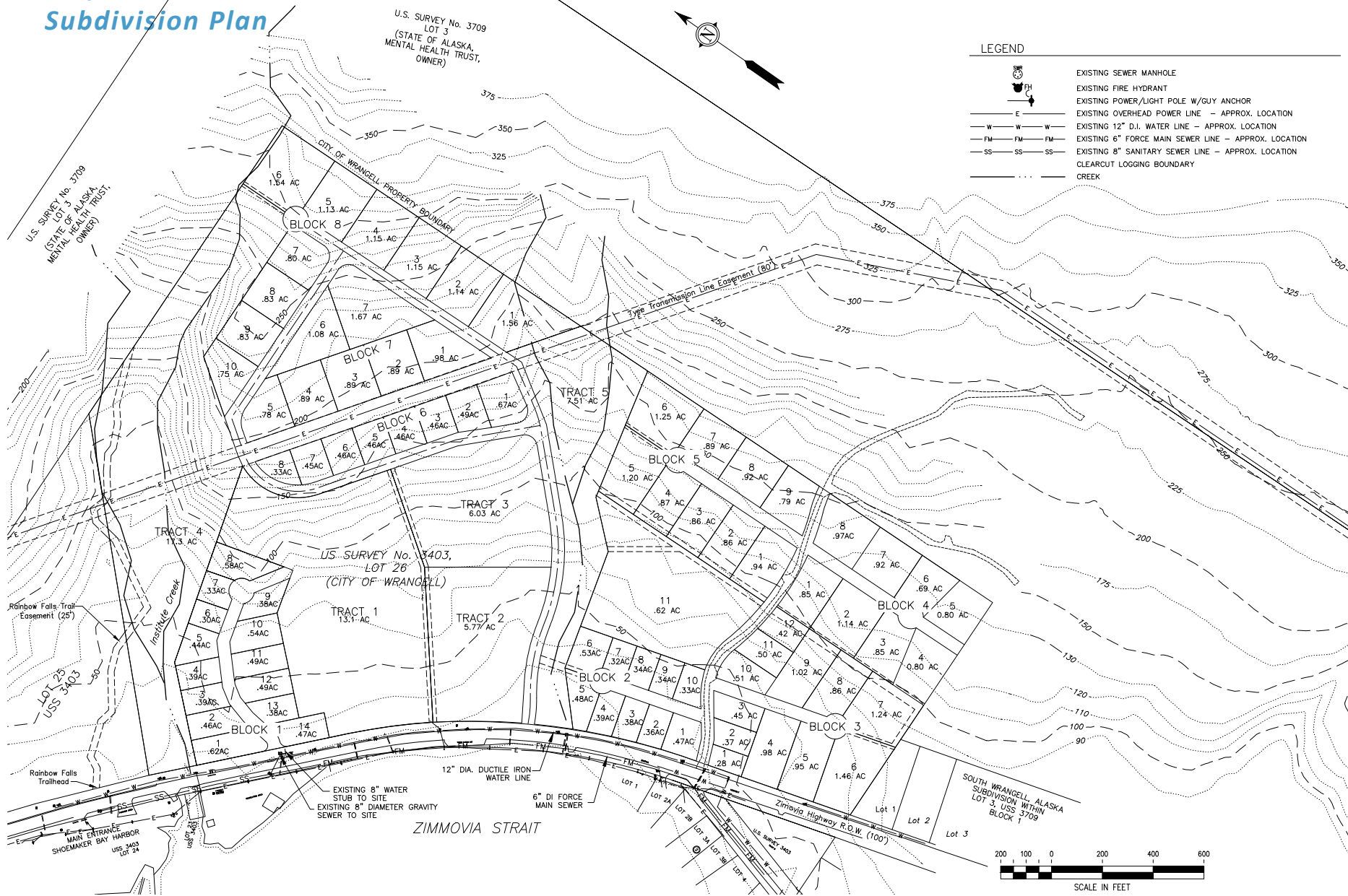
# Preferred Master Plan: Alternative Subdivision Plan

U.S. SURVEY No. 3709  
(STATE OF ALASKA  
MENTAL HEALTH TRUST,  
OWNER)

U.S. SURVEY No. 3709  
(STATE OF ALASKA  
MENTAL HEALTH TRUST,  
OWNER)



# Preferred Master Plan: Alternative Subdivision Plan



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

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	<b>14</b>	<u>Date</u>	June 26, 2018
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				

**INFORMATION:**

ATTORNEY'S FILE – The latest attorney's billing is available for the Borough Assembly to view in the Clerk's office.



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

<u>AGENDA ITEM TITLE:</u>	<u>No.</u>	15 a & b	<u>Date</u>	June 26, 2018
<p><b>a. Mill Site Property</b></p> <p><b>b. Borough Clerk’s Annual Evaluation</b></p>				
<u>SUBMITTED BY:</u>				
Lisa Von Bargaen, Borough Manager & Kim Lane, Borough Clerk				

**15a** I move, pursuant to 44.62.320 (c) (1), that we recess into executive session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough; specifically, to discuss the possible options for the Mill Site property for the City & Borough of Wrangell.

**15b** I move, pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically, the Borough Clerk’s annual Evaluation.