



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

Tuesday, August 7, 2018 (rescheduled from 7-24-18)
7:00 p.m.

**Location: Assembly Chambers,
City Hall**

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Rolland Howell
- b. INVOCATION to be given by Don McConachie
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.*
 - i. Certificate of Service – Patrick Mayer (Hospital Board)

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 – June 26, 2018 (Regular) & July 11, 2018 (Special) & July 19, 2018 (Special)

Correspondence Items:

- b. School Board Action (June 18, 2018 – *action only, minutes will follow*); Regular Minutes (May 21, 2018)
- c. Federal Lobbyist Report – June 2018
- d. Payment in Lieu of Taxes (PILT) update – June 2018
- e. Byford Junkyard Clean-up Status Report (week ending 7-8-18)
- f. Byford Junkyard Clean-up Status Report (week ending 7-15-18)
- g. Byford Junkyard Clean-up Status Report (week ending 7-22-18)
- h. Wrangell Medical Center Board Minutes – June 20, 2018 (Regular)
- i. Reporting from Catholic Community Services covering Oct 2017 – March 2018

7. BOROUGH MANAGER'S REPORT

- a. Water Report
- b. Capital Facilities/Public Works Report
- c. "Snack Shack" Report
- d. Nuisance Abatement Draft Ordinance (To be distributed at the meeting)

8. BOROUGH CLERK'S FILE

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. Appointment to fill the vacancy on the Wrangell Medical Center Board

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of a Match Agreement with US Department of Transportation Federal Highway Administration for the North Country Trailhead Access Road Repair Project
- b. Approval of a Match Agreement with US Department of Transportation Federal Highway Administration for the Non-Motorized Transportation System (Mt. Dewey Trail Extension) Project
- c. Approval of a Five-Year Extension of the Municipal Solid Waste Transport and Disposal Agreement with Republic Services at a First Year Combined Base Rate of \$121.03 Per Ton with 3.5% Annual Scheduled Increases in Years 2-5
- d. **PROPOSED RESOLUTION No. 08-18-1421** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE NOLAN CENTER FACILITY MANAGER JOB DESCRIPTION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

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

15. EXECUTIVE SESSION

- a. Assistance request from Lavern Lawrence
- b. Matters related to the Transfer of WMC to SEARHC

16. ADJOURNMENT

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u> Ceremonial Matters	<u>NO.</u>	1c	Date	August 7, 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.

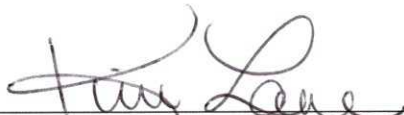
- i. Certificate of Service – Patrick Mayer (Wrangell Medical Center Board)

CERTIFICATE OF SERVICE

The City & Borough of Wrangell, Alaska
Presents this Certificate of Service to:

Patrick Mayer

for his service and dedication as a member of the Wrangell Medical Center Board
September 2016 to June 2018


ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 24th day of July, 2018




David L. Jack, Mayor

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	6	Date	August 7, 2018
Consent Agenda				
<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 – June 26, 2018 (Regular); July 11, 2018 (Special); July 19, 2018 (Special)

Correspondence Items:

- b. School Board Action (June 18, 2018 – *action only, minutes will follow*); Regular Minutes (May 21, 2018)
- c. Federal Lobbyist Report – June 2018
- d. Payment in Lieu of Taxes (PILT) update – June 2018
- e. Byford Junkyard Clean-up Status Report (week ending 7-8-18)
- f. Byford Junkyard Clean-up Status Report (week ending 7-15-18)
- g. Byford Junkyard Clean-up Status Report (week ending 7-22-18)
- h. Wrangell Medical Center Board Minutes – June 20, 2018 (Regular)
- i. Reporting from Catholic Community Services covering Oct 2017 – March 2018

**Minutes of Regular Assembly Meeting
Held on June 26, 2018**

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., June 26, 2018, in the Borough Assembly Chambers. Assembly Members Gilbert, Larrabee, Powell, Howell, and Prysunka were present. Assembly Member Decker was absent. Borough Manager Von Bargaen and Clerk Kim Lane were also in attendance.

The Pledge of Allegiance was led by Assembly Member Stephen Prysunka.

The Invocation was given by Nettie Covalt with the Presbyterian Church.

CEREMONIAL MATTERS - None.

PERSONS TO BE HEARD - None.

AMENDMENTS TO THE AGENDA - None.

CONFLICT OF INTEREST - None.

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 (none)
- 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)

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

BOROUGH MANAGER'S REPORT

In addition to the Manager's written report, Von Bargaen provided an update on the following:

- Foreclosure update: Prior to publication in the local newspaper, there were 237 unpaid property tax bills; since appearing in the initial publication, dropped down to 96 unpaid property tax bills; publishing at least two more times in the newspaper; should see a further deduction.
- ADEC informed the Borough that we are required by federal regulation to be listed on the manifests as the owners, for the material being shipped South

- Pink Salmon disaster funds approved, federally; shows that SE Alaska should be getting \$10 million in disaster relief funds; will work with Carol Rushmore to find out what we need to do to ensure that we receive some of those funds
- Huge thank you to the Friends of the Museum for their \$3000 contribution for the Wrangell Museum
- Nolan Center Director interviews happening Thursday and Friday of this week
- Finance Director initial interviews should happen within 10-14 days
- Special Assembly meeting required (July 11th at 6:30p.m.)

In response to Prysunka, Ms. Al-Haddad stated that regarding the significant decrease in water usage from last year to this year, it could be in part to 1) Leak detection; 2) Conservation; and 3) reducing waste at the plant; without metering, it's difficult to monitor usage.

Prysunka asked if the decrease in usage affect the engineer for the new DAF Plant; Ms. Al-Haddad's response was that the actual plant was about 10-15% of the cost for the entire project; Von Bargen stated that when the engineering of the system is done, they will be using all the water data that we are compiling to determine what we need.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Prysunka reported on the SEAPA Board meeting that had occurred in Wrangell last week; stated that there were major upcoming projects for SEAPA.

- Very little spillage at the power plant, which is good
- Approved the rebate for the communities (approx. \$240,000 coming back to Wrangell)
- Major projects costing hundreds of millions of dollars will be coming up in the next 10-15 years
- Pole replacement between Swan and Bailey and Tyee and the poles from – will cost around \$150 million for just the poles
- Underground Cable replacement – will cost around \$200 to \$300 million
- New rate fund established recently (seeded \$2 million)

The cost per KW hour rate has not increased for over 20 years.

Prysunka also stated that the Assembly had approved the Hospital Board budget at the last meeting; that budget had a deficit of over \$800,000; shouldn't have voted to approve that; asked Von Bargen for assurance from make sure to communicate to the Hospital Administrator that the hospital was doing everything that they could do to minimize costs; will not approve budgets in the future if there is no one at the meeting to speak to the budget.

Von Bargen stated that the hospital had been advised that the Medicare and Medicaid rates are due to increase; that means that the cost of operations will be covered by the revised rates; at the request of Prysunka, Von Bargen said that she would request that a revised or amended budget be submitted by the hospital.

MAYOR AND ASSEMBLY APPOINTMENTS

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

Mayor Jack appointed Jim Nelson to fill the vacancy. There were no objections from the Assembly.

PUBLIC HEARING – None.

UNFINISHED BUSINESS

12a 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*)

Mayor Jack stated that the motion on the floor was as follows:

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.

Von Bargaen explained that the protest that had been received by Western Dock and Bridge stated that Tamico RnR JV had not had a joint business license; also, that Tamico RnR JV had a perceived lack of experience with like projects. Von Bargaen stated that both businesses had individual business licenses and were in the process of obtaining a joint business license; we are now in receipt of that joint license; staff believed that the absence of the joint business license at the time of bid did not materially impact or prejudice anyone else from bidding; bid documents allowed staff to waive immaterialities or irregularities and that's what we did since again, the absence of a joint business license didn't impact or prejudice anyone else from bidding.

Von Bargaen also stated that on the second claim on lack of similar project experience, the Public Works director researched in other communities where they had done similar projects, and she is comfortable with their project experience.

Von Bargaen stated that Western Dock and Bridge had stated that they may still submit an appeal to the protest; they have until Friday to submit an appeal.

Motion approved unanimously by polled vote.

NEW BUSINESS

13a Approval of Project Contingency Allocation in the Amount of \$417,762 for the Shoemaker Bay Harbor Project

M/S: Prysunka/Gilbert moved to approve the Project Contingency Allocation in the Amount of \$417,762 for the Shoemaker Bay Harbor Project.

Von Bargaen explained that in the past when contracts were approved, the contingency amount had been added to the contract amount; prefer to separate out because it could be very confusing when the assembly is approving an "up to" contract amount that includes the contingency, essentially giving a false amount for the contract amount, rather than the actual amount of the bid and contract.

Motion approved unanimously by polled vote.

13b 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

M/S: Howell/Powell moved 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.

Prysunka questioned if this amount was the norm by percentage of cost of project for engineering, for this type of project; Ms. Al-Haddad stated that it could run anywhere from 8% to 10%; this amount is 10%.

Motion approved unanimously by polled vote.

13c Approval of Amendment to Letter of Intent with the City and Borough of Wrangell and SEARHC

M/S: Howell/Gilbert moved to Approve the Amendment to the Letter of Intent with the City & Borough of Wrangell and SEARHC. Motion approved unanimously by polled vote.

13d PROPOSED RESOLUTION NO. 06-18-1417 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE JOB DESCRIPTION OF POLICE SERGEANT

M/S: Gilbert/Powell moved 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. Motion approved unanimously by polled vote

13e PROPOSED RESOLUTION NO. 06-18-1418 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE JOB DESCRIPTION OF POLICE LIEUTENANT

M/S: Prysunka/Howell moved 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. Motion approved unanimously by polled vote.

13f Approval of Professional Services Agreement with the State of Alaska for Wrangell Regional and Community Jail in the Amount of \$371,975

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

Prysunka stated that he wanted to make sure that the funding that we would be receiving for the diversion program was going to be used for those purposes. Police Chief McCloskey said that they would.

Main Motion approved unanimously by polled vote.

13g 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

M/S: Prysunka/Gilbert moved 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.

Von Bargaen stated that this was in the Rainbow Falls Area; Alaska Mental Health needs road access, that's the purpose of the floating easement; does not prefer them but we don't have enough information to do a hard easement at this time.

Larrabee stated that he would really like to see this area preserved; would like more information before deciding.

Von Bargaen stated that if the Assembly wanted to postpone this item, Carol Rushmore could be available to answer questions.

M/S: Prysunka/Gilbert moved to postpone this item until the July 11th Special Assembly meeting. Motion approved unanimously by polled vote.

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

EXECUTIVE SESSION

15a Mill Property

15b Borough Clerk's Annual Evaluation

15a M/S: Prysunka/Gilbert moved, 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. Motion approved unanimously by polled vote.

15b M/S: Prysunka/Powell moved, pursuant to 44.62.320 (c) (2), that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person, specifically, the Borough Clerk's annual Evaluation. Motion approved unanimously by polled vote.

Recessed into Executive Session at 8:05 p.m.
Reconvened back into regular session at 9:01 p.m.

Regular Assembly meeting adjourned at 9:02 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held on July 11, 2018**

Mayor David L. Jack called the Special Assembly meeting to order at 6:30 p.m., July 11, 2018, in the Borough Assembly Chambers. Assembly Members Powell, Gilbert, Decker, Prysunka, and Howell were present. Assembly Member Larrabee was absent. Borough Manager Von Barga and Clerk Kim Lane were also in attendance.

CONFLICT OF INTEREST – None.

PERSONS TO BE HEARD – None.

ITEMS OF BUSINESS

5a 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 (*postponed from the June 26, 2018 Assembly meeting*)

Clerk Lane stated that the motion on the floor was: 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.

At the request of the Assembly, ***Carol Rushmore, Economic Development Director*** explained that with the proposed land trade between the US Forest Service (USFS) and the Mental Health Trust Authority (AMHT), the floating easement was being requested on the preliminary plats that would be submitted to the Mental Health Trust Authority office; would enable AMHT to extend the floating easement through Lot 2 to USFS lands beyond and to Lot 1 (going to USFS lands) which is necessary because Rainbow Falls trail is not adequate access.

Rushmore stated that what was being requested isn't anything that wasn't already in place, this just formalizes it; the floating easement essentially says that this is where the access will be until such time that the land is developed and surveyed; the floating easement would then become an actual right of way.

Motion approved unanimously by polled vote.

5b PROPOSED RESOLUTION No. 07-18-1419 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE CAPITAL FACILITIES DIRECTOR JOB DESCRIPTION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

M/S: Prysunka/Gilbert to approve Resolution 07-18-1419 Providing for the Creation of the Capital Facilities Director job description and the Amendment of the Non-Union Wage and Grade Table. Motion approved unanimously by polled vote.

5c **PROPOSED RESOLUTION No. 07-18-1420** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE AMENDMENT OF THE PUBLIC WORKS DIRECTOR JOB DESCRIPTION

M/S: Gilbert/Howell to approve Resolution 07-18-1419 Providing for the Creation of the Capital Facilities Director job description and the Amendment of the Non-Union Wage and Grade Table. Motion approved unanimously by polled vote.

5d Approval to reschedule the July 24, 2018 Regular Assembly meeting to August 7, 2018

M/S: Decker/Gilbert to approve rescheduling the July 24, 2018 Regular Assembly meeting to August 7, 2018. Motion approved unanimously by polled vote.

5e Approval to hold a Special Assembly meeting on August 2, 2018

M/S: Prysunka/Howell to approve holding a Special Assembly meeting on August 2, 2018 at 5:30 p.m. Motion approved unanimously by polled vote.

5f Approval of Amendment #1 to the Professional Services Agreement with Dorsey & Whitney, LLP for Healthcare Consulting Services in the Amount of \$294,630.50

M/S: Howell/Powell to Approve Amendment #1 to the Professional Services Agreement with Dorsey & Whitney, LLP for Healthcare Consulting Services in the Amount of \$294,630.50.

At this point in the meeting, Clerk Lane called Louanne Cutler, Dorsey & Whitney to join in the discussion and answer questions, if necessary.

In response to Prysunka on if the requested expenses being spent against the originally 1.8-million-dollar grant was allowed, Von Bargaen stated that yes, the expenditures were allowed; the grant is for a new hospital, not specifically for the construction of a new hospital; Von Bargaen stated that staff had received confirmation from the grantors that the expenditures could be spent against the grant.

Gilbert questioned the cost overrun on Phase I; Von Bargaen stated that the expenditure had not yet been done. In response to Gilbert on why there was a cost overrun in Phase I when Task 3 had not been performed, Von Bargaen stated that it was because there had been more work involved in the review of the LOI than what was originally anticipated.

Gilbert asked if the billable hours were available to review; Von Bargaen stated that yes, they were available for anyone to review.

In response to Gilbert on why the lease term was not used, Von Bargaen stated that there would be a lease for the building but not for the hospital operations. Ms. Cutler expounded on that by saying that legal transactions typically have "consideration" but that consideration doesn't necessarily have to be cash; essentially, SEARHC is building us a new hospital (at their cost), and will operate the existing hospital with its current provisions of

services, assuming that nothing catastrophic happens before the new hospital is built; so cash may not necessarily be changing hands but “considerations” will be changing hands.

In response to Gilbert on if Root is a subcontractor of Dorsey & Whitney, Von Bargaen stated that Root would be performing an asset evaluation of all of the considerations within the asset purchase agreement that the Borough would be granting to SEARHC, as part of the transaction; far more comprehensive than the evaluation that had been done previously by SEARHC.

In response to Gilbert on potential liabilities to the Borough, Von Bargaen stated that potential liabilities could be discussed with the Assembly at the Special Assembly meeting, in Executive Session, on August 2, 2018.

Motion approved unanimously by polled vote.

Special Assembly Meeting adjourned at 7:11 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held on July 19, 2018**

Mayor David L. Jack called the Special Assembly meeting to order at 5:30 p.m., July 19, 2018, in the Borough Assembly Chambers. Assembly Members Powell, Gilbert, Decker (arrived at 5:38 p.m.), Prysunka, and Howell were present. Assembly Member Larrabee was absent. Borough Manager Von Bargen and Clerk Kim Lane were also in attendance.

CONFLICT OF INTEREST – None.

PERSONS TO BE HEARD – None.

ITEM OF BUSINESS

5a EXECUTIVE SESSION: Discuss with the Borough’s legal counsel, Dorsey & Whitney LLP, legal issues regarding the proposed Asset Purchase Agreement with SEARHC regarding the Wrangell Medical Center

M/S: Howell/Prysunka moved, pursuant to AS 44.62.310 (c)(1) and AS 44.62.310(c)(3), and section 3.04.120 of the Wrangell Municipal Code, that we recess into executive session to discuss privileged and confidential attorney-client information with our legal counsel, Dorsey & Whitney LLP and the Borough Manager, as well as information the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough, regarding a proposed Asset Purchase Agreement between the Borough and SEARHC regarding the Wrangell Medical Center. Motion approved unanimously by polled vote.

At the request of Prysunka, Clerk Lane was invited into the Executive Session. There were no objections from the Assembly.

Recessed into Executive Session at 5:32 p.m.
Reconvened back into Special Session at 6:26 p.m.

Jack declared that there was no further business to consider.

Special Assembly Meeting adjourned at 6:26 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING
JUNE 18, 2018**

FOR DETAILS, CONTACT:
PATRICK MAYER,
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Approved the Agenda as presented
- Moved the Public Hearing re Progress toward 2017-2018 Strategic Plan Goals to the June Meeting
- Approved the Items on the Consent Agenda as presented
 - Accepted the minutes of May 21, 2018 Regular School Board Meeting
 - Approved removing the obsolete ipads from the inventory list
 - Approved selling laptop computers to graduating seniors and staff members as presented
 - Offered contract addenda as presented for the 2018-2019 school year
 - Offered extracurricular contracts for the 2018-2019 school year for Jennifer Ingman, Freshman Class Advisor, Shanna Mall, Art Festival Director and Scott McAuliffe, Baseball Head Coach
 - Approved the hire of Stephanie Carny, Elementary Secretary
 - Approved the hire of Brittani Robbins, IT Coordinator
 - Reviewed Letters of Resignation for:
 - Fred Angerman, Maintenance Director
 - Megan Clark, Paraprofessional
 - Pam Roope, Business Manager
- Entered into a contract with SEARHC to provide counseling services
- Adopted the FY'19 School Budget as presented, reflecting the reduced contribution from the City and Borough of Wrangell
- Adopted the Strategic Plan
- Approved the FY'18 Budget Revision
- Entered into a Memorandum of Agreement with Wrangell Teachers' Association redefining "day" to allow the Title I Intervention teacher position to be hired in June
- Accepted the first reading of:
 - Board Policy 1325, Advertising and Promotion
 - Board Policy 7131, Ad Hoc Committees
- Accepted the second reading of:
 - Board Policy 1250, Volunteer Assistance
 - Board Policy 1312.4, Public Complaints Concerning Elementary and Secondary Education Act Programs
 - Board Policy 2123, Superintendent Evaluation
 - Board Policy 5040, Student Nutrition & Physical Activity
 - Board Policy 6145, Extracurricular and Co-curricular Activities
 - Board Policy 1400, Relations Between Other Governmental Agencies and the Schools
- Adjourned

PROCEEDINGS

MINUTES

WRANGELL SCHOOL BOARD REGULAR MEETING

May 21, 2018 8:30 PM
Evergreen Elementary School Room 101

- | | |
|--|---|
| <p>Vice-president Tammy Groshong called the regular meeting of the Wrangell Public School Board to order at 6:32 P.M. on May 21, 2018.</p> | <p>CALL TO ORDER</p> |
| <p>A quorum was determined with the following school board members present: Tammy Groshong, Aleisha Mollen, Jessica Rooney and David Wilson. Georgianna Buhler was absent, excused. Also present was Acting Superintendent Pam Roope and Recording Secretary Kimberly Powell.</p> | <p>DETERMINE QUORUM</p> |
| <p>The Pledge of Allegiance was recited, led by Aleisha Mollen.</p> | <p>PLEDGE OF ALLEGIANCE</p> |
| <p>The District Vision Statement was recited by Tammy Groshong.</p> | <p>DISTRICT VISION STATEMENT</p> |
| <p>Board Member Mollen asked if we should move the Safety Committee Appointments to the June meeting since Mrs. Buhler isn't here. Mrs. Powell replied that Vice-president Groshong has the authority to make the appointments during Mrs. Buhler's absence. The agenda was approved as presented by unanimous consent.</p> | <p>APPROVAL OF AGENDA</p> |
| <p>There was not a student representative present to report.</p> | <p>STUDENT REPRESENTATIVE REPORT</p> |
| <p>The Public Hearing regarding the Progress toward the 2017-2018 Strategic Plan Goals will be held during the June 2018 meeting.</p> | <p>PROGRESS TOWARD STRATEGIC PLAN GOALS</p> |
| <p>There were no guests to be heard.</p> | <p>GUESTS TO BE HEARD</p> |
| <p>Information & Correspondence were accepted by unanimous consent.</p> | <p>ACCEPTED INFORMATION & CORRESPONDENCE</p> |
| <p>Motion to approve the items on the consent agenda as presented by Aleisha Mollen; seconded by Jessica Rooney. Poll vote: Dave Wilson: Yes; Aleisha Mollen: Yes; Jessica Rooney: Yes; Tammy Groshong: Yes. Motion approved.</p> <ul style="list-style-type: none"> • Approved the minutes of the April 12, 2018 Regular Board Meeting • Approved the removal of the surplus equipment as presented to be offered to the community in a surplus sale as appropriate • Offered extracurricular contract for the 2018-2019 school year as presented. • Offered David Macri a principal contract for the 2018-2019 school as presented • Resignation letters from the following were presented as information: <ul style="list-style-type: none"> o Renate Davies, Elementary Secretary o Tawney Flores, Migrant/Title I Paraprofessional o Deborah Robinson, Migrant/Title I Paraprofessional o William Schwan, Secondary Principal | <p>APPROVED THE ITEMS ON THE CONSENT AGENDA</p> |

Therese Pempek, Elementary School Lead Teacher, told the School Board that the enrollment at the elementary school has increased by 31 students from last year. Mrs. Pempek said that kindergarten screening is taking place this week. There were only three parents in attendance at the Elementary Advisory Committee Meeting. There will be a WCA representative from Arizona visiting tomorrow to identify safety needs and concerns at the elementary school. She will need to take photos to document safety concerns. All photos will be screened prior to being included in her final report. She has already completed a project in Craig. Some things will be immediate; other things will take place over the next school year. Mrs. Pempek said that the teacher collaboration meetings have been very productive. She said that the teachers would like a color printer in the elementary school. In addition to the quality education students are receiving in the classroom, students have had the opportunity to participate in numerous field trips and activities. She said the 5th grade persuasive speeches were really good. There are only a few days of school left and Mrs. Pempek is trying to fill the needs that she sees such as playground safety. Mrs. Pempek would like to see more paraprofessional training on confidentiality, absenteeism, communication and supporting the teacher in charge. She also said that the substitutes also need training. Field days are coming up on the last day of school. She also mentioned that the City did grade and fill the potholes in the parking lot.

ADMINISTRATIVE REPORTS

Motion to approve revising the 2018-2019 School Calendar as presented making March 6, 2019 a minimum day early dismissal to trade for the time that teachers spend in Parent Teacher Conferences by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Aleisha Mollen: Yes; Jessica Rooney: Yes; Dave Wilson: Yes; Tammy Groshong: Yes. Motion approved.

REVISED THE 2018-2019 SCHOOL CALENDAR

Motion to enter into a contract with Bob Hadaway to provide Special Education Consulting during the 2018-2019 school year by Aleisha Mollen, seconded by Dave Wilson. Poll vote: Jessica Rooney: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes; Tammy Groshong: Yes. Motion approved.

ENTERED INTO A CONTRACT WITH BOB HADAWAY TO PROVIDE SPECIAL EDUCATION CONSULTING SERVICES

Motion to enter into an agreement with SEARHC to provide counseling services during the 2018-2019 year as presented by Jessica Rooney, seconded by Tammy Groshong.

TABLED THE MOTION TO ENTER INTO AN AGREEMENT WITH SEARHC TO PROVIDE COUNSELING SERVICES DURING THE 2018-2019 SCHOOL YEAR

Motion to postpone action on the motion regarding Item 13.02, Contract with SEARHC regarding counseling until the June meeting by Aleisha Mollen; seconded by Dave Wilson. Poll vote: Dave Wilson: Yes; Aleisha Mollen: Yes; Jessica Rooney: Yes; Tammy Groshong: Yes. Motion approved.

Motion to approve the revised Exempt Classified Salary Schedule as presented, effective July 1, 2018 by Jessica Rooney, seconded by Aleisha Mollen.

REVISED THE EXEMPT CLASSIFIED SALARY SCHEDULE EFFECTIVE JULY 1, 2017

Motion to amend the current motion to read, "I move to approve the revised Exempt Classified Salary Schedule as presented, effective July 1, 2017 by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Dave Wilson: Yes; Aleisha Mollen: Yes; Jessica Rooney: Yes; Tammy Groshong: Yes. Motion approved.

Poll vote on the main motion: Dave Wilson: Yes; Aleisha Mollen: Yes; Jessica Rooney: Yes; Tammy Groshong: Yes. Motion approved.

Motion to fund a high school swim team, up to \$10,000.00 using Title IV grant funds to meet the program's goal of a well-rounded education, pending receipt of grant funds by Aleisha Mollen, seconded by Jessica Rooney. Poll vote: Aleisha Mollen: Yes; Jessica Rooney: Yes; Dave Wilson: Yes; Tammy Groshong: Yes. Motion approved.

APPROVED FUNDING A HIGH SCHOOL SWIM TEAM UP TO \$10,000.00 USING TITLE IV GRANT FUNDS

Motion to approve the Memorandum of Agreement with Wrangell Medical Center to provide Speech and Language Pathology services during the 2018-2019 school year as presented by Aleisha Mollen, seconded by Jessica Rooney. Poll vote: Jessica Rooney: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes; Tammy Groshong: Yes. Motion approved.

APPROVED A MEMORANDUM OF AGREEMENT WITH WRANGELL MEDICAL CENTER TO PROVIDE SPEECH AND LANGUAGE

Recessed at 7:39 PM for a break.
Reconvened into regular session at 7:44 PM

BREAK

Motion to accept the first reading of Board Policy 1250, Volunteer Assistance, allowing the administration to request a criminal background check on potential volunteers by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Dave Wilson: Yes; Aleisha Mollen: Yes; Jessica Rooney: Yes; Tammy Groshong: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 1250, VOLUNTEER ASSISTANCE

Motion to accept the first reading of Board Policy 1312.4, Public Complaints Concerning Elementary and Secondary Education Act Programs as presented by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Aleisha Mollen: Yes; Jessica Rooney: Yes; Dave Wilson: Yes; Tammy Groshong: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 1312.4, PUBLIC COMPLAINTS CONCERNING ESEA

Motion to accept the first reading of Board Policy 2123, Superintendent Evaluation as presented to replace the existing policy by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Jessica Rooney: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes; Tammy Groshong: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 2123, SUPERINTENDENT EVALUATION

Motion to accept the first reading of Board Policy 5040, Student Nutrition and Physical Activity as presented by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Dave Wilson: Yes; Aleisha Mollen: Yes; Jessica Rooney: Yes; Tammy Groshong: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 5040, STUDENT NUTRITION AND PHYSICAL ACTIVITY

Motion to accept the first reading of Board Policy 6145, Extracurricular and Co-curricular Activities as presented by Aleisha Mollen, seconded by Jessica Rooney. Poll vote: Aleisha Mollen: Yes; Jessica Rooney: Yes; Dave Wilson: Yes; Tammy Groshong: Yes. Motion approved.

ACCEPTED THE FIRST READING OF BOARD POLICY 6145, EXTRACURRICULAR & CO-CURRICULAR ACTIVITIES
ACCEPTED THE SECOND READING OF BOARD POLICY 7400

Motion to accept the second reading of Board Policy 7400, Evaluation of the School Board for inclusion in the policy manual, replacing current exhibit 7020 by Jessica Rooney, seconded by Aleisha Mollen. Poll vote: Jessica Rooney: Yes; Dave Wilson: Yes; Aleisha Mollen: Yes; Tammy Groshong: Yes. Motion approved.

The School Board discussed Board Policy 1325, Advertising and Promotion. Board Member Wilson would like to see R-rated movies added to the list of advertisement bans.

DISCUSSED BOARD POLICY 1325, ADVERTISING AND PROMOTION

The School Board reviewed:

- Board Policy 1330, Use of School Facilities
- Board Policy 1331, Equal Access for Student Organized Groups
- Board Policy 1340, Public Records
- Board Policy 1400, Relations Between Other Governmental Agencies and the Schools

REVIEWED BOARD POLICY 1330, USE OF SCHOOL FACILITIES
1331 EQUAL ACCESS
1340 PUBLIC RECORDS
1400 RELATIONS

Vice-president Groshong appointed the School Discipline & Safety Ad Hoc Committee members as presented

APPOINTED THE SCHOOL DISCIPLINE AND SAFETY AD HOC COMMITTEE MEMBERS

Reviewed the upcoming dates and meeting announcements.

REVIEWED DATES & MTG ANNOUNCEMENTS

Dave Wilson said that the Strategic Planning committee has finished their work and there will be a roll-out soon. There will be a community meeting to review and give input. There were a lot of hours put in and he appreciated the input from all of the community members.

BOARD MEMBER COMMUNITY ACTIVITY REPORTS

Meeting Adjourned at 8:23 P.M.

ADJOURNED AT 8:23 P.M.


SECRETARY/TREASURER

To: The Honorable Dave Jack
The Wrangell Borough Assembly
Lisa Von Bargen, Borough Manager

From: Brad Gilman & Sebastian O’Kelly

Re: Washington Update

Date: July 2, 2018

1. FY 2019 Appropriations: With last year’s bipartisan two year agreement on overall spending levels in place, we are seeing appropriations bills move through Committee and the House and Senate floor more quickly and with less controversy than they have in recent memory. We believe that there is a good chance that a number of these bills may pass the Congress by the start of the new fiscal year on October 1. A number of issues could slow their pace, namely, immigration and health care. Last year, President Trump threatened to veto the FY 2018 Omnibus Appropriations Bill but backed off because of its generous increases in defense spending. It is unclear what approach he will take once the FY 2019 bills reach his desk.

The House and Senate Appropriations Committees have rejected major spending reductions or program terminations proposed by the Administration that benefit rural Alaska communities. This includes Essential Air Service; USDA Rural Development; Denali Commission; Army Corps Section 107 Small Navigation Projects Program; Economic Development Administration; NMFS fisheries data collection, surveys, and assessments; and Community Development Block Grants.

2. Seafood Tariffs: Seafood has now been caught up in an escalating trade dispute between the U.S. and China. In retaliation for raising tariffs on steel and other imports from China, the Chinese government has announced, effective July 6th, that there will be a 25 percent duty on U.S. seafood exports along with autos and some agricultural products. As the largest seafood exporter to China with annual value of approaching \$1 billion, Alaska’s fishing economy will bear the brunt of the increase. All three Members of the Delegation have raised concerns about the tariff and are urging the Trump Administration to find a solution to the trade dispute that protects U.S. seafood from the tariffs. This issue continues to unfold as of the date of this report. One unknown issue is whether the tariffs would apply to seafood sent to China for secondary processing and re-export.

3. BUILD Act Infrastructure Grants. The Department of Transportation has issued public notice for applications for transportation infrastructure under the BUILD Act. This is a new program that is a reconstituted version of the former TIGER grants program, but with a broader reach, greater flexibility and more funds set aside for rural projects (\$450 million of the \$1.5 billion allocated for this fiscal year will go to rural projects). The cost-sharing criteria has been de-emphasized and for rural projects the Federal cost can be up to 100 percent, with a \$1 million minimum and \$25 million maximum award. Applications are due July 18th and can be found at the link below.

https://www.transportation.gov/sites/dot.gov/files/docs/policy-initiatives/build/114796/fed-reg-build-nofo-2018_0.pdf

4. Fisheries and Oceans

- **Coast Guard Reauthorization:** The House Transportation and Infrastructure Committee added the Coast Guard Reauthorization Act as an amendment to the House version of the National Defense Authorization Act (“NDAA”). The amendment includes the Jones Act/Fisheries Endorsement waivers for the Amendment 80 vessel *AMERICA’S FINEST*. The waiver includes sideboard protections for the Bering Sea and Gulf of Alaska shorebased groundfish industries. The Coast Guard bill does not include the Vessel Incidental Discharge Act (“VIDA”) legislation to create a uniform national ballast water treatment regulatory process. The bill also does not include an extension of the moratorium on the EPA rule governing incidental discharges from commercial fishing vessels. The Senate version of the NDAA passed this month, but does not include the Coast Guard Reauthorization Act or the *AMERICA’S FINEST* waiver.
- **Magnuson-Stevens Act:** The House Resources Committee has filed the report on its version of the MSA reauthorization. We understand the Committee is preparing to take the bill to the House Floor in July. While there is still no comprehensive MSA draft circulating in the Senate, we do expect Senator Wicker (R-MS) to try and move his recreational fishing bill -- S.1520 “The Modern Fish Act” -- to the Senate floor for consideration prior to the August recess. Despite this activity, the MSA reauthorization is still likely to roll over into 2019.
- **Aleutian Island Pollock:** The FY 2019 Senate Commerce-Justice-Science Appropriations Bill includes report language that directs NMFS, in coordination with Adak, the Aleut Corporation, and the North Pacific Fishery Management Council, to issue an Exempted Fishing Permit [EFP] for a pollock test fishery, and depending on the results of that EFP, consider additional regulatory changes to the management of Aleutian Islands pollock.
- **Ocean Policy Changes:** The Trump Administration has issued a new Executive Order on ocean policy. It eliminates the National Ocean Council and nine Federal Regional Planning Bodies set up by the prior Administration and replaces them with a smaller Ocean Policy Committee and greater reliance on State-formed Regional Ocean Partnerships. The focus has shifted as well towards greater ocean economic development and commerce.
- **Pink Salmon Disaster Assistance:** The Congress appropriated \$220 million last year to fund eleven fishery disasters around the nation, including the 2016 Gulf of Alaska Pink Salmon fishery. The Secretary of Commerce recently announced the allocation of these funds, and Alaska is to receive roughly \$56 million, with Southeast Alaska receiving a little more than \$10 million. The next step is for Governor Walker to work with the

NMFS Alaska Region staff to develop a spending methodology. Local governments can be eligible to receive funding for any foregone fish taxes as a result of the reduced landings but should approach the State to ensure consideration.

- **Alaska Native Ivory:** In 2016, the Fish & Wildlife Service issued regulation that implemented a “near-total ban” on the commercial trade of elephant ivory in the United States. The Senate Appropriations Committee has raised concerns that the Federal prohibition on the sale and trade of elephant ivory has negatively impacted the Alaska Native arts economy. The ban does not apply to walrus and mammoth ivory being used by Alaska Natives for handicrafts. The Appropriations Committee has instructed FWS to develop an outreach plan to make sure the public is aware that walrus and mammoth ivory handicrafts are legal.
- **NMFS Transfer To Department of Interior:** The Administration has released its proposal for government reorganization and reform. It includes a recommendation to transfer the National Marine Fisheries Service to the Dept. of Interior to be merged with the U.S. Fish & Wildlife Service. The recommendation is based on its view that the agencies share similar missions, along with wildlife management and conservation responsibilities. The recommendation would require legislation. We foresee a lot of resistance within Congress to the proposal.
- **H-2B Visas:** The H-2B visa program is used by seafood processors to bring in guest workers from other countries during fishing seasons. The immigration reform bill being considered by the House includes changes to the program that would make it easier for the processors to administer and retain guest workers, including language that would allow processors to use agricultural guest worker visas. This bill also would provide for a permanent H-2B returning worker exemption, meaning that an H-2B worker in one summer season could come back in the following summer season, without counting against the H-2B cap of 66,000 workers annually for the program for the entire U.S.
- **Columbia River Sea Lion Lethal Take Legislation:** The House has passed legislation that would authorize the States of Oregon and Washington as well as select Tribes to lethally take sea lions that have been excessively preying on endangered salmon and steelhead in the Columbia River system. Estimates show that the sea lions have been killing up to 20 percent of the Columbia’s endangered chinook run and 90 percent of one of the steelhead runs.

5. Coast Guard Vessels: The FY 2019 Senate Department of Homeland Security Appropriations Bill has been reported from Committee. The bill provides \$12 billion for the U.S. Coast Guard, \$500 million above the amount requested by the Administration. Investments include \$750 million to award a construction contract for the first heavy polar icebreaker in over 40 years; \$400 million for the second Offshore Patrol Cutter and long lead time materials for the third; \$240 million for procurement of four Fast Response Cutters; and \$255 million for shore facility construction.

6. Water Resources Development Act (WRDA)/Army Corps Reorganization: The House has passed legislation to authorize Army Corps civil works projects and programs. The bill is smaller and less ambitious than prior WRDAs in terms of authorizing new projects or expanding existing ones. It contains a few provisions relevant to Alaska coastal communities. It raises the current Federal cost share cap of \$10,000,000 under the Section 107 Small Navigation Projects Program to \$12,500,000. It also requires a Government Accountability Office report on Corps efforts to protect Native Villages from flooding and coastal erosion, including relocation. It authorizes expediting completion of feasibility studies for flood diversion and navigation, respectively, for the Cities of Seward and Nome. The Senate Environment and Public Works Committee marked up its version of WRDA. It similarly raises the Section 107 cap and includes the GAO villages study, and is limited in scope in terms of new project authorizations.

Separately, the Administration's government reorganization and reform plan includes a proposal that would transfer the Army Corps' civil works and navigation programs to the Department of Transportation based on the premise that DOT is better served to work with the States and local governments on larger port development projects that include elements (shoreside infrastructure, floats & docks, intermodal transfer facilities, etc) that traditionally are not eligible for Corps funding. As with the NMFS proposed transfer, we anticipate that there will be Congressional opposition to the recommendation.

7. PILT Lawsuit/Funding: The law firm Smith Currie has succeeded in a lawsuit filed on behalf of a Utah County against the Federal government for underpayment of PILT payments for FY 2015-2017. The U.S. Court of Federal Claims handling the case has certified it as a class action lawsuit, thereby inviting all PILT recipients across the country to be eligible to receive a portion of the settlement. PILT communities must formally "opt in" via an online form at the link below by September 14. The award is likely to be fairly small, approximately 1.33% of the total PILT payments Boroughs/Cities have received for those three years (minus law firm award fees, likely about 1/3rd of the amount). As there are no upfront legal costs and no effect on future PILT payments, we see no downside to opting in. Payment would come later in the year unless the Federal government appeals the decision to the Court of Appeals.

<https://www.smithcurrie.com/piltpaymentsinfo/>

Separately, the House and Senate Interior Appropriations Bills fully fund PILT for FY 2019. The Department of Interior has just released the FY 2018 payments, with Wrangell's amount totaling \$439,538.

8. Secure Rural Schools (SRS): The Forest Service has issued this year's SRS payments (they are credited to FY 2017 even though they were made during FY 2018) to communities. Wrangell received \$845,690. Under the current legislative extension, there will be one more payment next year before the program will have to be extended again. Separately, both the House and Senate Farm Bills reauthorize the SRS Resources Advisory Committees through 2023.

9. Essential Air Service (EAS)/Air Traffic Control Privatization: An effort on the House floor by Rep. Tom McClintock (R-CA) to defund the EAS program during debate on the

FAA reauthorization bill was soundly defeated on a bipartisan basis.. EAS funding is included in both the House and Senate Appropriations Bills funding DOT for FY 2019, with the Senate bill actually providing a 16 percent increase above current funding levels. The Trump Administration requested a 40 percent cut in appropriations for the program. Despite support from the Trump Administration as well as the Chairman of the House Transportation & Infrastructure Committee, Air Traffic Control privatization has been dropped from the FAA bill, in good part due to concerns from rural lawmakers that it could result in reduced and higher cost service to rural airports or even closures of those airports.

10. Tongass Forest Management: Rep. Young was successful in attaching an amendment to the House Farm Bill that would reinstate the Alaska exemption to the Roadless Rule. Senator Murkowski incorporated a number of Tongass-related items in the FY 2019 Senate Interior Appropriations Bill. They include -- \$1 million for the Forest Service to continue its inventory of new growth/old growth timber; a directive not to transition away from old growth harvest until the inventory is complete; and based on the results of the inventory to consider a plan revision or new plan amendment to the 2016 plan currently in place, with any revision or amendment providing enough harvest to preserve a viable timber industry in the region.

11. Miscellaneous

- **Cannabis Legislation:** Bipartisan legislation (The STATES Act) has been introduced to protect the ability of states like Alaska that have legalized marijuana for medicinal or recreational use from being pre-empted by the Federal government through the authorities of the Controlled Substances Act (CSA), the primary Federal statute that regulates as well as criminalizes different drugs in the U.S. Among other provisions, it allows cannabis businesses full access to banking services and removes industrial hemp from the CSA. For cannabis, it maintains the prohibition against recreational sale to those under the age of 21 and employment of workers under the age of 18, along with restrictions against distribution at transportation facilities like rest areas and truck stops. All three Members of the Alaska Delegation have signed on as cosponsors.
- **Arctic Issues:** The Delegation continues to actively engage on Arctic issues to ensure there is a significant Federal role as the region gains in strategic and economic importance. This includes an authorization in the FY 2019 Senate National Defense Authorization Act (NDAA) for the Coast Guard to procure up to six medium to heavy polar icebreakers. The bill also requires a report from the Secretaries of Navy, Army and Air Force on their Arctic strategies and plans. Rep. Young was able to have included in the House NDAA a requirement for a DOD report on Russia and China activities and plans in the Arctic. Senator Sullivan secured a similar report in the Senate bill.
- **NOAA Hydrographic Surveys:** The House has passed legislation authored by Rep. Young to reauthorize NOAA's hydrographic survey program. The bill increases the authorized level of funding for the surveys through 2023 and also includes a set aside of \$12 million for hydrographic work done in the Arctic.

- **Hunting, Fishing and Recreational Guide Regulation Exemption:** The Trump Administration has issued an exemption from an Obama Administration Executive Order that raised the Federal minimum wage to \$10.10 an hour for employees of Federal contractors. The requirement extended to hunting, fishing and recreational outfitters with licenses to operate on Federal land. The exemption will not apply to lodging and concessions contracts on Federal land. Those employees will continue to be covered by the \$10.10/hour minimum.
- **Hunting & Trapping Rule:** The National Park Service has proposed a new rule to amend prior regulations for sport hunting and trapping in national preserves in Alaska. This proposed rule would remove a regulatory provision issued by the National Park Service in 2015 that prohibited certain sport hunting practices that are otherwise permitted by the State of Alaska. The rule is open for public comment until July 23rd with details at the link -- https://www.regulations.gov/document?D=NPS_FRDOC_0001-0120. The move has been praised by all three Members of the Delegation.



THE SECRETARY OF THE INTERIOR
WASHINGTON

June 26, 2018

Wrangell, City Of
Local Government Official
PO Box 531
Wrangell, AK 99929

Dear County Official:

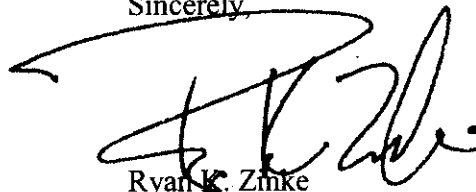
I am pleased to notify you that on June 26, 2018, the Department of the Interior (Department) issued payments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates eligible local jurisdictions for Federal lands administered by Agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. Local governments may use the PILT payments for any governmental purpose, including emergency response, public schools, and roads. Since local governments cannot tax Federal lands, annual PILT payments help to defray costs associated with maintaining important community services.

The Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended, authorized the program. The PILT Act prescribes the formula used to compute the annual payments based on annually adjusted per-acre and population variables. Prior year Federal payments under certain revenue sharing programs, as reported annually by states, are deducted in formulating the payment amounts. A provision in the PILT Act provides temporary compensation for recent additions to the National Park System and National Forest Wilderness Areas.

On March 23, 2018, the President signed the Consolidated Appropriations Act, 2018 (P.L. 115-141) which appropriated full funding for PILT. Approximately 1,900 local jurisdictions received a total of \$552.8 million in PILT payments this year.

For 2018, your County is receiving a PILT payment of \$439,538. If you provided current bank routing and account numbers to our Interior Business Center office or to the System of Awards Management (SAM), an electronic funds transfer was posted to your account on or about June 26, 2018. If you did not receive a payment or require further information, please refer to www.doi.gov/pilt. The website includes information on how to register in SAM to expedite receipt of future PILT payments. If you have any questions, please contact the PILT Program Manager, Ms. Dionna Kiernan, at (202) 513-7783.

Sincerely,



Ryan K. Zinke
Secretary of the Interior



July 9, 2018

Sally Schlichting

Environmental Program Manager I

Alaska Department of Environmental Conservation

410 Willoughby Ave, Suite 303

PO Box 111800

Juneau, AK 99811-1800

RE: Wrangell Junkyard treated soil packaging, transportation, and disposal 2018.

Ms. Schlichting,

NRC Alaska is pleased to provide the following Project Status update for the Wrangell Junkyard Solid Waste transportation and disposal Project. Our goal is to provide a status update on a weekly basis, with photos and notes as appropriate so that all interested parties may remain apprised on progress in the field on a regular basis. We are currently performing work as detailed in the soil transport and disposal plan and the Storm Water Pollution Prevention Plan (SWPPP) for the project as detailed under Alaska Pollutant Discharge Elimination System (APDES) permit # AKR10FQ51. This Project Status Update covers project activities as performed between **July 2, 2018 and July 8, 2018**.

Project Activities:

Activities during the 2018 field season will focus on the loading of Flexible Intermediate Bulk Containers (FIBC). Transfer of FIBC's to the Silver Bay Logging Mill Site (SBLMS) barge staging area for loading and transport to a disposal facility in Oregon. Implementation of initial SWPPP measures and road maintenance.

Project activities accomplished:

- **All** FIBC's stored at the junkyard site have been transported to the SBLMS and staged in preparation for barge loading.
- **NRC Alaska** and **BW Enterprises** continued to load FIBC's, **75 FIBC's** were loaded this week for a total loaded count of **337**.
- Lease agreement is in place at the SBLMS.
- **NRC Alaska** performed weekly SWPPP inspections.



EXCELLENCE IN ENVIRONMENTAL & EMERGENCY SOLUTIONS



Project Challenges Encountered:

- There were no challenges encountered this week. **NRC Alaska** and **BW Enterprises** crew worked a short week due to 4th of July Holiday.

Anticipated Project activities:

- **NRC Alaska** will inspect the site monthly per the SWPPP requirements, and also inspect the existing stockpile.
- **NRC Alaska** and **BW Enterprises** will continue loading FIBC's and transporting to SBLMS barge loading area for staging and eventual transport to disposal facility.

We trust this information is adequate to meet your needs. If you have any questions, please feel free to contact **NRC Alaska** at your convenience.

Sincerely,

NRC Alaska

A handwritten signature in blue ink, appearing to read 'S. Daniel Strucher'.

S. Daniel Strucher

Sr. Project Manager



July 16, 2018

Sally Schlichting

Environmental Program Manager I

Alaska Department of Environmental Conservation

410 Willoughby Ave, Suite 303

PO Box 111800

Juneau, AK 99811-1800

RE: Wrangell Junkyard treated soil packaging, transportation, and disposal 2018.

Ms. Schlichting,

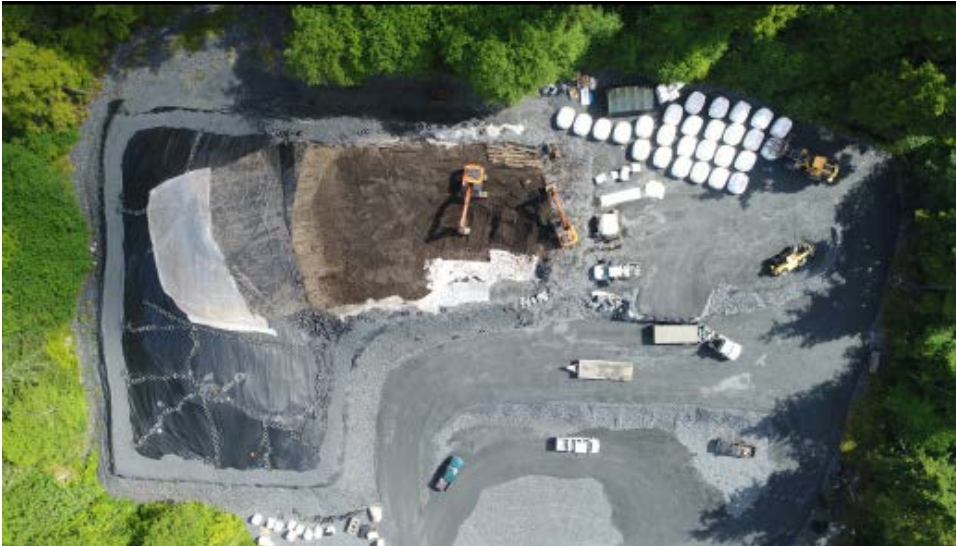
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Project Activities:

Activities during the 2018 field season will focus on the loading of Flexible Intermediate Bulk Containers (FIBC). Transfer of FIBC's to the Silver Bay Logging Mill Site (SBLMS) barge staging area for loading and transport to a disposal facility in Oregon. Implementation of initial SWPPP measures and road maintenance.

Project activities accomplished:

- **All** FIBC's stored at the junkyard site have been transported to the SBLMS and staged in preparation for barge loading.
- **NRC Alaska** and **BW Enterprises** continued to load FIBC's, **153 FIBC's** were loaded this week for a total loaded count of **490**.
- **NRC Alaska** performed weekly SWPPP inspections.



EXCELLENCE IN ENVIRONMENTAL & EMERGENCY SOLUTIONS



Project Challenges Encountered:

- There were no challenges encountered this week.

Anticipated Project activities:

- **NRC Alaska** will inspect the site monthly per the SWPPP requirements, and also inspect the existing stockpile.
- **NRC Alaska** and **BW Enterprises** will continue loading FIBC's and transporting to SBLMS barge loading area for staging and eventual transport to disposal facility.
- **NRC Alaska** anticipates the first barge load out the last week of July.

We trust this information is adequate to meet your needs. If you have any questions, please feel free to contact **NRC Alaska** at your convenience.

Sincerely,

NRC Alaska

A handwritten signature in blue ink, appearing to read 'S. Daniel Strucher'.

S. Daniel Strucher

Sr. Project Manager

EXCELLENCE IN ENVIRONMENTAL & EMERGENCY SOLUTIONS



July 23, 2018

Sally Schlichting

Environmental Program Manager I

Alaska Department of Environmental Conservation

410 Willoughby Ave, Suite 303

PO Box 111800

Juneau, AK 99811-1800

RE: Wrangell Junkyard treated soil packaging, transportation, and disposal 2018.

Ms. Schlichting,

NRC Alaska is pleased to provide the following Project Status update for the Wrangell Junkyard Solid Waste transportation and disposal Project. Our goal is to provide a status update on a weekly basis, with photos and notes as appropriate so that all interested parties may remain apprised on progress in the field on a regular basis. We are currently performing work as detailed in the soil transport and disposal plan and the Storm Water Pollution Prevention Plan (SWPPP) for the project as detailed under Alaska Pollutant Discharge Elimination System (APDES) permit # AKR10FQ51. This Project Status Update covers project activities as performed between **July 16, 2018 and July 22, 2018**.

Project Activities:

Activities during the 2018 field season will focus on the loading of Flexible Intermediate Bulk Containers (FIBC). Transfer of FIBC's to the Silver Bay Logging Mill Site (SBLMS) barge staging area for loading and transport to a disposal facility in Oregon. Implementation of initial SWPPP measures and road maintenance.

Project activities accomplished:

- **All** FIBC's stored at the junkyard site have been transported to the SBLMS and staged in preparation for barge loading.
- **NRC Alaska** and **BW Enterprises** continued to load FIBC's, **180 FIBC's** were loaded this week for a total loaded count of **670**.
- **NRC Alaska** performed weekly SWPPP inspections.



EXCELLENCE IN ENVIRONMENTAL & EMERGENCY SOLUTIONS



Project Challenges Encountered:

- Rain delays were encountered this week on two separate days.

Anticipated Project activities:

- **NRC Alaska** will inspect the site monthly per the SWPPP requirements, and also inspect the existing stockpile.
- **NRC Alaska** and **BW Enterprises** will continue loading FIBC's and transporting to SBLMS barge loading area for staging and eventual transport to disposal facility.
- **NRC Alaska** anticipates the first barge load out the last week of July.

We trust this information is adequate to meet your needs. If you have any questions, please feel free to contact **NRC Alaska** at your convenience.

Sincerely,

NRC Alaska

A handwritten signature in blue ink, appearing to read 'S. Daniel Strucher'.

S. Daniel Strucher

Sr. Project Manager

EXCELLENCE IN ENVIRONMENTAL & EMERGENCY SOLUTIONS



WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS MEETING MINUTES
June 20, 2018 - 5:30 p.m.
Location: Assembly Chambers, City Hall

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

ROLL CALL:

Present: Olinda White, Marlene Messmer, Jennifer Bates, Don McConachie

Absent: Maxi Wiederspohn, Patrick Mayer, Lynne Christiansen

Quorum established

Assembly representative Rolland Howell was not present.

AMENDMENTS TO THE AGENDA:

Move to amend the agenda to remove typo and omit item 14 Executive session made by Don McConachie, seconded by Jennifer Bates.

Vote passed, no objections

Move to amend the agenda to add action item 10.a accept the resignation of Patrick Mayer made by Don McConachie, seconded by Marlene Messmer.

Vote passed, no objections

CONFLICT OF INTEREST: None

CONSENT ITEMS:

Motion made by Don McConachie to approve consent item 5.a minutes of the regular meeting held May 30, 2018, item 5.b a minutes of the special meeting held June 5, 2018, and item 5.c statistics for May 2018, Jennifer bates seconded

Vote passed, four yes votes, no objections

PERSONS TO BE HEARD: None

CORRESPONDENCE: Received Patrick Mayer's letter of resignation from WMC Board of Directors

REPORTS AND COMMUNICATIONS FROM WMC STAFF:

QUALITY REPORT – In addition to written report:

Nine discharged patients were eligible for survey, two participated

Submit discharges to contractor, who contacts patients to take a web-based survey

Try to contact the patients five times, if no answer they stop calling

Of the two surveyed, one seemed to like everything and the other disliked most everything

COMPLIANCE REPORT – In addition to written report:

In the first paragraph, change next Compliance Committee date from Aug 16 to Aug 23

Disaster drill, overall, went very well

Biggest issue was communications, radios/walkie talkies, especially at Clinic location

Shout out to Katrina, she did a great job putting together the drill

Surveyors came back today on the afternoon jet

Five HIPAA concerns in first quarter, two were found to have no HIPAA breach

Those who suffer breach get a letter from Compliance

Incident reports unreasonably low during Feb and March, usually 12-15 per month

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

BOARD OF DIRECTORS MEETING
June 20, 2018 - 5:30 p.m.

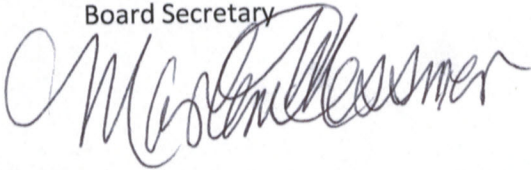
Board Comments continued ...

Lisa V.B. - If transaction official Sept 1, we probably don't put seats on the ballot. Don't want somebody to feel excluded.

Olinda W. - Heard a lot of good comments about Blake Forrester. Wanted to make sure that Robert knew that. My grandson Erik loves working at WMC, absolutely thrilled with it.

ADJOURN: With no further business, the regular meeting adjourned at 6:21 p.m.

Marlene Messmer
Board Secretary



Aaron Angerman

Date Certified: 7-18-18





May 3, 2018

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

Dear Ms. Von Bargen:

A copy of the Quarterly Expenditure Reports for Southeast Senior Services' Wrangell program is enclosed. These reports cover the period from October 1, 2017 through March 31, 2018.

The following services were provided during the second and third quarter of (FY) 2018:

- * 47 individuals received 1,734 home-delivered meals.
- * 64 individuals received 1,206 congregate meals.
- * 39 individuals received 918 unassisted rides.
- * 8 individuals received 52 assisted rides.
- * 1 individual received 1 ride, paid for by an alternate funding source.

On behalf of Wrangell seniors, I would like to thank you for your continued support of the Wrangell Senior Program.

Sincerely,

Erin Walker-Tolles
Executive Director

Tiffany Varnadoe
CFO

EWT/hi

Enclosures

Statement of Activity - by Fund
Catholic Community Service
For 3/31/2018

5801 *Worrell*

	Q-T-D Actual	Q-T-D Budget	Y-T-D Actual	Y-T-D Budget	Variance	Annual Budget
Revenues						
4030 Grant City/Local	0.00	2,749.00	11,000.00	8,250.00	2,750.00	11,000.00
Total Revenues	0.00	2,749.00	11,000.00	8,250.00	2,750.00	11,000.00
Expenses						
6110 Salaries & Wages	1,382.40	1,165.00	4,456.30	3,402.00	(1,054.30)	4,536.00
6115 PTO Expense	138.89	0.00	466.28	0.00	(466.28)	0.00
6120 FICA/FICAMed	126.73	441.00	375.11	1,189.00	813.89	1,585.00
6121 ESC	15.83	0.00	45.97	0.00	(45.97)	0.00
6122 Work Comp	50.94	0.00	147.45	0.00	(147.45)	0.00
6131 Health Insurance	106.59	0.00	499.07	0.00	(499.07)	0.00
6132 Dental Insurance	6.04	0.00	28.25	0.00	(28.25)	0.00
6133 Vision Insurance	1.64	0.00	7.70	0.00	(7.70)	0.00
6134 Life Insurance	1.85	0.00	7.54	0.00	(7.54)	0.00
6135 LTD	1.10	0.00	4.13	0.00	(4.13)	0.00
6136 403b Match	58.07	0.00	175.76	0.00	(175.76)	0.00
6198 Admin - Personnel	297.14	718.00	1,266.62	2,155.00	888.38	2,873.00
6220 Staff Travel	0.00	0.00	0.00	419.00	419.00	559.00
6298 Admin - Travel	11.29	17.00	40.67	53.00	12.33	71.00
6320 Phone/Internet Charges	0.00	64.00	222.06	0.00	(222.06)	0.00
6398 Admin - Facility	67.31	110.00	218.84	329.00	110.16	438.00
6480 Food	0.00	0.00	1,000.71	0.00	(1,000.71)	0.00
6498 Admin - Supplies	7.54	20.00	44.22	61.00	16.78	81.00
6560 Equipment Purchase-Under \$ 5,000	0.00	0.00	334.88	0.00	(334.88)	0.00
6598 Admin - Equipment	8.60	57.00	53.04	173.00	119.96	230.00
6698 Admin - Other	76.90	156.00	172.29	469.00	296.71	625.00
Total Expenses	2,358.86	2,748.00	9,566.89	8,250.00	(1,316.89)	10,998.00
Excess Revenue Over (Under) Expenditures	(2,358.86)	1.00	1,433.11	0.00	4,066.89	2.00

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

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

RECOMMENDATION:

None. Report only.

SUMMARY STATEMENT:

Please see the attached Borough Manager's Report, Public Works/Capital Projects Report, Water Report and Snack Shack 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: August 7, 2018

INFORMATION:

Water Treatment:

Staff is waiting for a response from the Economic Development Administration, hopefully sometime in August, about a second review of the application for funding. The Capital Facilities Director and the Economic Development Director have been instrumental in addressing all the additional requests from EDA. 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 distributed to the Assembly in draft format at this meeting.

Healthcare Continuum:

At the time of this report the Assembly was meeting in Executive Session to review the Asset Purchase Agreement and Lease transactional documents. The Assembly is scheduled to vote on the transaction on August 28th.

Wrangell Junkyard Cleanup:

Please see the report from Sally Schlichting at ADEC regarding the progress of material removal and preparation for shipping off island.

Personnel Updates:

Cyni Crary was hired as the Nolan Center Director. She started on July 24th. The Assembly approved the position descriptions for Capital Facilities Director and Public Works Director at the June 26th meeting. Amber Al-Haddad has taken the position as Capital Facilities Director. The position of Public Works Director has been posted. At last check we had five applications. The Electric Supervisor position was re-posted. We have four additional applications. The Assembly will be taking action at this meeting on the Nolan Center Facility Manager Position. Greg Acuna will be promoted to this position upon its approval. The Electric Dispatch/Admin position was given to Dominique who had been serving in that position as a temp starting in January. There will be upcoming personnel changes before the Assembly at the next couple of meetings.

Congressman Young Visit:

The Assembly and members of the staff met with Congressman Young last Monday, July 30th.

Parks & Rec Grant Awards:

WCA Board and Tribal Members have selected the recipients of the 50K Healthy Community Grant awards distributed by SEARHC. Wrangell Parks and Recreation has been awarded \$7,000 for cardio and weight equipment improvements and the Kyle Angerman Capital Project. Additionally, Jill Privett was awarded \$5,000 for a middle/high school extra-curricular program,

which will be hosted in part by Parks and Recreation. The Board and Tribal Members are presenting the awards at Cultural Center on Thursday, August 9th @ 12:00PM. The Director, Borough Manager, Mayor and Vice Mayor will be at this event. WCA has contributed \$19,000 to Parks and Recreation projects between FY18 and FY19. A huge thank you to WCA.

Economic Development Report from Carol Rushmore:

AMHT/USFS Land Trade:

Planning and Zoning Commission reviews the 3 preliminary plats dividing the Trust Lands that would go to the USFS. That land acquired by the USFS must stay in its existing state. PZ was very concerned about continued access to land locked lots as well as to USFS land. There are still internal discussion between AMHT and USFS regarding easements, encumbrances, encroachments and boundary lines. Dave Griffin with the Trust Land Office came to town and we discussed several areas they may subdivide in the future due to interest by adjacent landowners to purchase and utilize.

Visitor Industry:

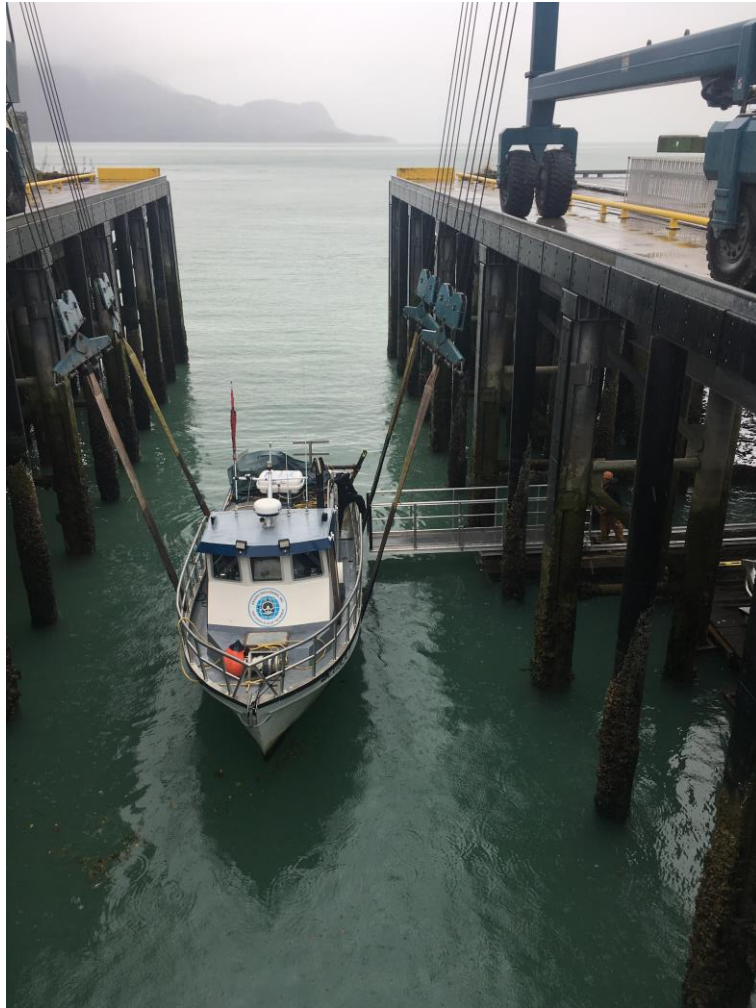
So far we have entertained 3 travel writers this summer and 3 more planned in August. Their interests and writing commitments have varied thus far, but including AAA Via and Journey, Serious Eats, Private Clubs, AFAR, Nat Geo Traveler, newspapers, online blogs, food interests, outdoor activities. Bearfest was strong this year. A few events seemed to have less people, but it varies from year to year. We did talk to several folks who purposely scheduled their vacation to make it to Bearfest. One couple from California who changed their plans for Bearfest, was thrilled with the community of Wrangell and Bearfest.

Central Tongass Landscape Level Analysis:

This project is to pre NEPA clear ground breaking activities within the Petersburg and Wrangell Ranger Districts. A Questionnaire and one public meeting was scheduled this winter to try and get some feed back as to types of activities Wrangellites would like to see. This is a very broad topic of conversation and a new type of project process so I am not entirely clear as to the intent, activities and how this project will move forward. For certain activities, the USFS might be able to generally clear NEPA (ie restoration, culvert work, trails) and then when a project is conducted in an area, a more site specific analysis would be completed to approve or not approve. I have had several meetings with USFS regarding this project and it is a new approach to their staff as well. A Notice of Intent has been submitted for review to the Washington DC office but we are not yet sure when it will be published in the Federal Register which will then start a 45 day public comment period. This process is very important to monitor and comment on because it is unknown the full intent of this effort and what projects might be omitted that could be important to future opportunities. Once it the comment period has opened, the Assembly and public will be informed. A public meeting by the USFS will be scheduled and hopefully we can have additional smaller interest group meetings as well.

Installation of Boatyard Gangway:

A few months ago Greg Meissner reported the staff would be installing a gangway to facilitate boat owners from exiting boats after they are in the slings of the lift. This avoids a safety issue of having people on boats while they lifts are in progress. The gangway is installed. Please see the picture below:



City and Borough of Wrangell

Public Works and Capital Improvement Projects Report

August 3, 2018

Vac Truck Update

The CBW received the used Camel Vac Truck, purchased through surplus action from the City and Borough of Sitka. Our mechanics performed a thorough inspection of the truck and its operations and have made repairs as necessary. Some of the repairs include repairing the crack in one tank, recoating the tanks, repairing a broken wing window, replacing a turn signal switch, and building a pressure wand with hose. Because Sitka maintained much of the optional hoses and adapters, we are pricing out some of these accessories which will aid in the performance of tasks that require specific reach.

The truck has been used a number of times already, for work related to the departments of Water, Sewer, Electric and Harbors as follows:

- Cleared plugged sewer line
- Sump pumped out at the Marine Service Center haul out. In the past staff have performed this task, which is time-consuming, by pumping-out the water and shoveling the debris by hand.
- Excavation and dewatering assist with a water main repair where access was limited and the vac truck's capabilities made short work of what normally takes much longer to perform.

Future work anticipated with the Vac Truck:

- Cleaning the Harbor's oil water separator (8' deep). We have not had to perform this work to date, but it is time to do so after acquiring certain adapters.
- The Harbor's waste collection treatment center needs to be cleaned of its sand collection.
- Duckweed removal from the Wastewater lagoon.

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

SECON is well into the reconstruction of the Evergreen Avenue road reconstruction project. They have removed the asphalt throughout the project corridor and continue to work on culvert and storm structure replacement tasks.

The CBW has received little to no complaints from residents about the project, and SECON has made great efforts to assist Public Works crews through our own issues related to area water leaks, etc.

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 Bay Harbor Replacement

Tamico-RNR JV is under contract for the Shoemaker Harbor project and the preconstruction meeting was held on July 24th with CBW staff, PND engineers, and Tamico-RNR JV representatives and their subcontractors present. Following the Notice of Intent, the Contractor moved quickly, prior to full agreement execution, to begin their submittal and shop drawing tasks as these are quite lengthy processes, especially for the floats' shop drawing coordination for review and approval prior to fabrication release. The Contractor may begin some of the dredge work slightly ahead of the September 10th site take over date as it will not affect current harbor users.

Public Safety Building Project

Staff have met with Jensen Yorba Lott (JYL) to discuss the new scope of work for the roof and siding replacement project. The project will include replacement of all three sections of the flat roof and replacement of the exterior siding system on those walls associated with those flat roof's parapet walls. Also included is reframing of the structurally-compromised eyebrow at the north eave location, as well as repairs to the 2008-installed gutter at the south eave location.

While JYL has performed the bulk of the design for both the siding and roofing work, we have asked them to review the report provided by Advance Look and address the concerns raised regarding the development of an interior space envelope, as well as a review of the current fire code to determine if an exterior gypsum sheathing is required in the replacement siding system. The current siding replacement plans that JYL prepared in 2016/2017 (prior to the exterior building envelope inspection) call for replacing the siding system in kind; however, if there are new techniques and/or codes whereby we could modify the exterior siding system, we have asked them to explore those and provide options for our review. We have also asked them to evaluate again the anticipation of replacement of damaged/rotten framing and the subsequent repairs to the interior vapor barrier and drywall, as we project encountering some framing members' replacement.

JYL will provide the CBW with a proposal to investigate these issues, report the findings, incorporate necessary design changes, provide for drawings that reflect this phased project, and provide an associated full project cost estimate for the newly scoped project, based on both the siding and roofing being performed under one contract.



Wrangell Water Report August 3, 2018

Raw Water Reservoir Levels

As of August 3rd, and despite the recent rainfall, both reservoirs are low, with the upper reservoir being about one and a half feet low and the lower reservoir being about a one foot low. Earlier in the week, one of the two creeks that directly feed the upper reservoir was dry, and the other had barely any flow.

Treated Storage Tank Levels

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

Water Production

Reported as a Daily Average, in Gallons:

- 1,007,857 gallons – Week of July 30th
- 1,007,857 gallons – Week of August 7th
- 897,142 gallons – Week of August 14th
- 763,857 gallons – Week of August 21st
- 694,000 gallons – Week of August 28th
- 756,143 gallons – Week of September 4th
- 810,000 gallons – Week of September 11th
- 859,000 gallons – Week of September 18th
- 784,000 gallons – Week of September 25th
- 712,300 gallons – Week of October 2nd
- 718,714 gallons - Week of October 9th
- 734,000 gallons – Week of October 16th
- 755,000 gallons – Week of October 23rd
- 771,000 gallons – Week of October 30th
- 759,286 gallons – Week of November 13th
- 826,857 gallons – Week of November 20th
- 730,000 gallons – Week of November 27th
- 778,429 gallons - Week of December 4th
- 764,000 gallons - Week of December 11th
- 844,143 gallons - Week of December 18th
- 922,142 gallons – Week of December 25th
- 1,062,333 gallons – Week of January 1st (2018)
- 974,000 gallons – Week of January 8th
- 946,000 gallons – Week of January 15th
- 1,049,143 gallons – Week of January 22nd
- 1,132,571 gallons – Week of January 29th
- 1,151,286 gallons – Week of February 5th
- 1,115,857 gallons – Week of February 12th
- 934,571 gallons – Week of February 19th
- 854,000 gallons – Week of February 26th
- 626,571 gallons – Week of March 5th
- 674,142 gallons – Week of March 12th
- 705,571 gallons – Week of March 19th
- 676,286 gallons – Week of March 26th
- 658,857 gallons – Week of April 1st
- 704,000 gallons – Week of April 8th
- 686,000 gallons – Week of April 15th
- 563,429 gallons – Week of April 22nd

- 709,664 gallons – Week of April 29th
- 518,142 gallons – Week of May 6th
(consumption 329,312 gallons)
- 580,714 gallons - Week of May 13th
(consumption 357,772 gallons)
- 588,285 gallons – Week of May 21st
(consumption 349,070 gallons)
- 530,857 gallons – Week of May 28th
(consumption 315,815 gallons)
- 565,429 gallons – Week of June 3rd
(consumption 335,281 gallons)
- 553,429 gallons - Week of June 10th
(consumption 378,951 gallons)
- 765,857 gallons – Week of June 17th
(consumption 596,839 gallons)
- 765,857 gallons – Week of June 24th
(consumption 596,839 gallons)
- 766,715 gallons – Week of July 1st
(consumption 605,766 gallons)
- 914,571 gallons– Week of July 8th
(consumption 694,689 gallons)
- 758,286 gallons – Week of July 15th
(consumption 674,000 gallons)
- 882,286 gallons – Week of July 22nd
(consumption 302,440 gallons)

Recent Water News

- This week, the City and Borough of Wrangell issued a notice of request that all residents and businesses practice water conservation. This conservation approach is part of our efforts to adapt to, and alleviate, the cumulative impacts of the drier-than-normal weather we have been experiencing and the seasonal increase in water demand and help us avoid more drastic water restrictions (copy of notice attached).
- Following the loss of an air compressor controller a few weeks ago, our ozone production was down for a couple of weeks. Although we had a spare controller on hand, the programming for the spare did not function properly and required shipping out for reprogramming. This lack of full ozone production contributed to a reduced level of water quality. Following restoration of full ozone production, Public Works performed system-wide flushing, which works to improve the water quality.
- Sand filters are still maintaining long run times. Sand cleaning by the plunging method continues but if possible, Wayne plans to reduce the plunging frequency because although it removes entrapped material, the result is that the filter bed loses its compaction thus allowing water to pass at a faster rate, which is not conducive to the biological removal of organics. The accelerated flow likely also contributes to the higher organic loads and higher turbidity in the treated water.
- To date, we are still employing only one additional temporary staff, without the need for a second hire.

- Wrangell has experienced several water line breaks over the course of the last two months, as follows:
 - 6-5-18 Zimovia Highway at 5 mile, 12" DIP, corrosion holes along bottom of pipe (estimated 150 gpm water loss)
 - 7-9-18 Michaels Street (lower) 6" dip Aged water line deteriorating (estimated 200 gpm water loss)
 - 7-9-18 Water main running between Zimovia Highway and Case Avenue, 12" DIP (estimated 400 gpm water loss)
 - 7-13-18 Rilatos Road at 2.5 mile Zimovia Hwy, 8" DIP, pitting/holes on bottom of pipe (estimated 100 gpm water loss)
 - 7-27-18 Alaska State Parks service saddle break (former Bangeman property), (estimated 50 gpm water loss)
 - 7-31-18 Spring Street, 8" DIP, large hole in bottom of DIP pipe (estimated 100-150 gpm water loss)
 - 8-1-18 Spring Street, 8" DIP, hole in bottom of DIP pipe (estimated 50 gpm water loss)

Pipe breaks within a water distribution system occur for a variety of reasons, including age, corrosion, poor installation, and others. Any one break is a random occurrence; however, reoccurring breaks suggests conditions within the system are a threat to the infrastructure, as well as the resource, and we need to look for ways to eliminate or reduce the threat. One of the most common conditions within a distribution system is water hammering, which typically occurs when a valve is closed suddenly or too quickly, and unexpected pipe breaks, causing excessive pressure or vibration within the system, fitting failure, displacement, and pipe wall breaks.

The department is looking at a variety of optional devices used to mitigate the effects of excessive pressure in the pipes, such as air release valves, surge anticipator valves, and surge suppression tanks. The most economical of these devices, which would be located throughout the system, is currently being explored.

MEMO

To: Lisa Von Bargaen

From: Greg Meissner

Date: July 31, 2018

Re: Vending Machine Issue

Lisa,

Following our conversation regarding the vending machines located on City property I contacted Josh Young who is the new owner about the insurance and electricity issues. Josh and I took a field trip to look at the sites the machines will be located and made a plan. He will be placing the machine located in the Marine Service Center into an area that has an electrical meter. This will allow us to know exactly what that machine is using for electricity. Our plan is to use that number as an average for billing the other machines. They also pay monthly storage rates for the square footage used by their machines. Josh has made contact with his insurance company and will be adding that activity as well as the City and Borough of Wrangell as also insured.

Josh will be having an electrician do all the electrical work necessary at each location.

I will follow up again early next week to verify the insurance is taken care of and give you a status report.

Thank you

Greg

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u> Clerk's File	<u>NO.</u> 8		<u>Date</u> August 7, 2018	
<u>SUBMITTED BY:</u>				
Kim Lane, Borough Clerk				

CALENDAR:

- 8-9 P&Z Commission Regular mtg. (7pm) in the Assembly Chambers
- 8-15 Hospital Board mtg. (5:30pm) in the Assembly Chambers
- 8-28 Regular Assembly mtg. (7pm) in the Assembly Chambers

SEAPA Board Meeting is scheduled for September 27th in Ketchikan

++ The iAnnotate App did have an update to it's navigation panel. If you would like me to update your iPad, please let me know. Otherwise, you can do the update from the App Store icon on your iPad.

Declaration of Candidacy has begun and will continue until August 31st for the following elected official seats:

- Mayor: One - (2 Year Term) (David Jack)
- Assembly: Two - (3 Year Terms) (Drew Larrabee & David Powell)
- Port Commission: Two - (3 Year Terms) (Loretto Jones & John Martin)
- School Board: Two - (3 Year Terms) (Aleisha Mollen & Tamara Groshong)
- Hospital Board: Two - (4 Year Terms) (Olinda White & vacant)
- Hospital Board: One - (1 Year Unexpired Term until Oct. 2019) (Don McConachie)



A little something on “Decorum in debate”

WMC: 3.05.070 Decorum in debate

- A. Members of the assembly may not address one another directly but must address all remarks through the chair. As much as possible, the use of names should be avoided in debate. Before making a motion or speaking in debate, a person must address the chair and be recognized. Any member who seeks the floor while entitled to it must be recognized.
- B. In debate a person’s remarks must have bearing on whether the pending motion should be adopted and should be germane to the question before the assembly.
- C. Every person while speaking shall avoid personalities, and under no circumstances may a person attack or question the motives of another person. Every person shall refer to any other person in a respectful manner. Every person shall avoid the use of profanities at all times. The chair must act immediately and decisively to correct a member violating decorum in debate and prevent its repetition.

Lately there seems to be some “sidebar” discussions occurring. Please remember that if you have a question or comment, first be recognized by the Mayor and ask the question or state your comment. Sidebar discussions (although the topic is important) tend to disrupt the flow of the meeting as well as throw off the member or staff person who is speaking.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	9	<u>Date</u>	August 7, 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>	10	<u>Date</u>	August 7, 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 vacancy on the Wrangell Medical Center Board (appointment is until October 2018)

There were no letters of interest received

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

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13a	<u>DATE:</u>	August 7, 2018
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APPROVAL OF A MATCH AGREEMENT WITH THE US DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, FOR THE NORTH COUNTRY TRAILHEAD ROAD REPAIR PROJECT

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
	Expenditure Required: none
Amber Al-Haddad Capital Facilities Director	Amount Budgeted: none
	Account Number(s): none
n/a	Attorney
n/a	Insurance

ATTACHMENTS:

1. DRAFT Federal Lands Access Program Match Agreement – North Country Trailhead Road Repair

RECOMMENDED MOTION:

Approve Match Agreement with the US Department of Transportation, Federal Highway Administration, for the North Country Trailhead Road Repair Project.

SUMMARY STATEMENT:

In 2016 the City and Borough of Wrangell was a recipient of federal funds under the Department of Transportation, Federal Highway’s, Federal Lands Access Program (FLAP) to construct the North Country Trailhead Road Repair project. The project’s federal funds were approved for allocation during FY18.

The project will repair the roadway from the end of pavement on Ishiyama Drive to the USFS’ North Country Trailhead, to provide safe vehicular access. Specific work tasks include resurfacing spot portions of the roadway, recapping areas for erosion control, replacing a culvert or two and cleaning culverts, ditch reestablishment, and trimming of alders to return the scenic views of the Stikine River Delta.

The first step in implementing the project is to execute a Match Agreement. This agreement identifies the responsibilities of the parties with respect to the project scope and its funding

and lists the proposed match, as submitted in our 2016 application with its respective project estimate. The FLAP project funding requires a match be provided at a level of 9.03% of the total project cost. With two years having passed since receiving project approval, there is an expectation that there could be an increase in construction costs, which if realized, would increase the match requirement.

The CBW plans to use staff time during planning and managing the project as in-kind match for the North Country Trailhead Road Repair project. Further, the USFS, Wrangell Ranger District, has offered to perform the NEPA work, which will also count toward the match.

FLAP staff have indicated that the Match Agreement must be signed before any work begins, in order to count staff time as in-kind, toward the match. As identified in the attached agreement document, the Match Agreement "is expected to be replaced and superseded by the execution of a Project Memorandum of Agreement," wherein the project budget and the match can be modified through the project development process. If projects costs are revalued to exceed 5% of the existing appropriated amount, we would request additional funds through the FLAP program.

Staff's in-kind work could serve to reduce our cash match and therefore we wish to execute the Match Agreement in order to begin further planning and developing this project.

State: Alaska

Project Number/Name: AK WRANGELL 2016(1), North Country Trailhead Access Road Repair

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration (FHWA)
Western Federal Lands Highway Division,
and
City and Borough of Wrangell

Purpose of Agreement:

The purpose of this agreement is to document the intent of City and Borough of Wrangell to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to improve and/or create off-road parking and new connector trails by providing hardened and delineated pathways to a network of existing informal footpaths. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is provided under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Alaska, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming under the Alaska Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by City and Borough of Wrangell and other agencies that have committed to the project in subsequent agreements. The forms of match *shall* be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' *and as approved by FHWA*. In the state of Alaska, the match rate is 9.03% of the total project cost.

The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with the City and Borough of Wrangell and USFS – Tongass National Forest to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)	Value of Match (\$)
City and Borough of Wrangell	100%	9.03%	\$5,397
	<hr/>	<hr/>	<hr/>
	100%	9.03%	\$5,397

City and Borough of Wrangell is responsible for their match as shown above. The required local match listed in the FLAP application was \$5,397. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Chief of Business Operations

Date

City and Borough of Wrangell

Approved By:

Title:

Date

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13b	<u>DATE:</u>	August 7, 2018
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APPROVAL OF A MATCH AGREEMENT WITH THE US DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, FOR THE NON-MOTORIZED TRANSPORTATION SYSTEM (MT. DEWEY TRAIL EXTENSION) PROJECT

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
	Expenditure Required: none
Amber Al-Haddad Capital Facilities Director	Amount Budgeted: \$50,000
	Account Number(s): 28010-000-7900
n/a	Attorney
n/a	Insurance

ATTACHMENTS:

1. DRAFT Federal Lands Access Program Match Agreement – Non-Motorized Transportation System

RECOMMENDED MOTION:

Approve Match Agreement with the US Department of Transportation, Federal Highway Administration, for the Non-Motorized Transportation System (MT. Dewey Trail Extension) Project.

SUMMARY STATEMENT:

In 2014, the City and Borough of Wrangell was a recipient of federal funds under the Department of Transportation, Federal Highway's, Federal Lands Access Program (FLAP) to construct the Non-Motorized Transportation System. The project's federal funds were approved for allocation during FY18 and FY19.

There are two major non-motorized transportation systems to which improvements will be made under this project.

1. Mt. Dewey Trail Extension to the US Forest Service Visitor's Center and District Office – Work includes construction of an approximate 3/4-mile of trail extension, connecting the existing Mt Dewey Trail to the USFS Visitor's Center and District Office. This connector route may consist of a combination of boardwalk, geogrid panels and gravel surfacing, as determined through the design process. Trailhead parking options will be

explored through the planning and design phase of the project. The work also proposes to install interpretive and directional signs along the route.

2. U.S. Forest Service Visitor's Center and District Office to East Channel Paddle Craft Trail (via Ishiyama Drive, ADOT Highway) – Work includes creating orderly, off-road parking outside of the ADOT's highway ROW, providing for the minimum two parking spaces. The work also proposes to install a trailhead sign and an interpretive kiosk with map, educating visitors of the recreation opportunities, the natural and cultural interests, other unique points of local interest, and naming the features of the landscape across the East Channel on the Tongass National Forest.

The first step in implementing the project is to execute a Match Agreement. This agreement identifies the responsibilities of the parties with respect to the project scope and its funding and lists the proposed match, as submitted in our 2014 application with its respective project estimate. The FLAP project funding requires a match be provided at a level of 9.03% of the total project cost. With four years having passed since receiving project approval, there is an expectation that there could be an increase in construction costs, which if realized, would increase the match requirement.

The CBW budgeted, under the FY19 Commercial Passenger Vessel Excise Tax Fund, \$50,000 as a cash match for the Mount Dewey Trail Extension project. In addition to the availability of this fund toward the match, we will be able to utilize staff's time during planning and managing the project toward the match requirement. Further, the USFS, Wrangell Ranger District, has offered to perform the NEPA work, which will also count toward the match.

FLAP staff have indicated that the Match Agreement must be signed before any work begins, in order to count staff time as in-kind, toward the match. As identified in the attached agreement document, the Match Agreement "is expected to be replaced and superseded by the execution of a Project Memorandum of Agreement," wherein the project budget and the match can be modified through the project development process. If projects costs are revalued to exceed 5% of the existing appropriated amount, we would request additional funds through the FLAP program.

Staff's in-kind work could serve to reduce our cash match and therefore we wish to execute the Match Agreement in order to begin further planning and developing this project.

State: Alaska

Project Number/Name: AK WRANGELL 2015(1), City and Borough of Wrangell Non-Motorized Transportation System

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration (FHWA)
Western Federal Lands Highway Division,
and
City and Borough of Wrangell

Purpose of Agreement:

The purpose of this agreement is to document the intent of City and Borough of Wrangell to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to improve and/or create off-road parking and new connector trails by providing hardened and delineated pathways to a network of existing informal footpaths. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is provided under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Alaska, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming under the Alaska Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by City and Borough of Wrangell and other agencies that have committed to the project in subsequent agreements. The forms of match *shall* be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' *and as approved by FHWA*. In the state of Alaska, the match rate is 9.03% of the total project cost.

The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with the City and Borough of Wrangell and USFS – Tongass National Forest to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)	Value of Match (\$)
City and Borough of Wrangell	100%	9.03%	\$45,123
	<hr/>	<hr/>	<hr/>
	100%	9.03%	\$45,123

City and Borough of Wrangell is responsible for their match as shown above. The required local match listed in the FLAP application was \$45,123. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Chief of Business Operations

Date

City and Borough of Wrangell

Approved By:

Title:

Date

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13c	<u>DATE:</u>	August 7, 2018
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Approval of a Five-Year Extension of the Municipal Solid Waste Transport and Disposal Agreement with Republic Services at a First Year Combined Base Rate of \$121.03 Per Ton with 3.5% Annual Scheduled Increases in Years 2-5

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
	Expenditure Required:
	Estimated up to \$215,000 in FY 2018/2019
Amber Al-Haddad Capital Facilities Director	Amount Budgeted:
	\$210,000
	Account Number(s): 78000-603-7840
n/a	Attorney
n/a	Insurance

ATTACHMENTS:

1. Municipal Solid Waste Transport and Disposal Agreement dated July 30, 2013 between the City and Borough of Wrangell and Republic Services.
2. Municipal Solid Waste Transport and Disposal Agreement Extension Letter dated August 3, 2018 from Republic Services.
3. Graph comparison of Water, Sewer & Trash Index, Seattle All Urban Consumers Index and Garbage/Trash Index, as provided by Republic Services
4. Seattle area, all urban consumers, CPI, as provide by the US Bureau of Labor Statistics
5. Water and sewer and trash, all urban consumers, CPI, as provided by the US Bureau of Labor Statistics

RECOMMENDED ACTION:

Move to approve a Five-Year Extension of the Municipal Solid Waste Transport and Disposal Agreement with Republic Services at a First Year Combined Base Rate of \$121.03 Per Ton with 3.5% Annual Scheduled Increases in Years 2 through 5.

SUMMARY STATEMENT:

Republic Services has been a long-standing provider of municipal solid waste disposal service for the City and Borough of Wrangell. To continue utilizing this service, we are scheduled to execute a five-year contract extension with Republic Services for the transportation and disposal of Wrangell’s municipal solid waste this year.

The existing agreement with Republic Services took effect on July 30, 2013 and was set to extend for a subsequent five-year term under the same provisions unless either party provides notice of termination at least 12-months prior to the end of the 5-year term.

Our agreement with Republic Services includes a provision for price adjustments for inflation which are scheduled to be adjusted annually based on the percentage change in the Consumer Price Index (CPI) for all Urban Consumers for the Seattle-Tacoma area. This CPI has been steadily increasing over the last three years and is expected to continue to trend upward. According to the U.S. Bureau of Labor Statistics, Seattle area prices were up 0.8 percent for the two months ending June 2018, and up 3.3% from a year ago.

Because the projection for the consumer price inflation in the Seattle area is expected to continue, Republic Services proposed, to their Southeast Alaska customers, to extend the subsequent five-year contract with Service Fee, Price Adjustment for Inflation, based on the percentage change in the Water/Sewer/Trash CPI, as published by the U.S. Bureau of Labor Statistics, stating that this index has been trending downward for the last three years (attached is the CPI indexes' comparison submitted by Republic Services).

In part because the information found on the U.S. Bureau of Labor Statistics websites indicates that the Water Sewer Trash CPI has also been trending upward for the last ten years (see attached CPI history for the national index for Water Sewer Trash) and because both CPIs and transportation charges are volatile, we proposed a fixed percentage change in our contract's annual price adjustment with Republic Services. Through price negotiations, Republic Services has agreed to base the price increase, for both the disposal component and the transportation component, on a fixed 3.5% annual increase in lieu of utilizing either of the aforementioned CPIs. Incidentally, Petersburg just negotiated the same deal. Agreeing to a fixed increase allows the CBW to have a reliable number upon which to base budget decisions. This new fee plan with Republic will factor into the rate study done for the solid waste fund.

With the implementation of a fixed 3.5% annual increase, the following key terms would be made a part of the price adjustment with Republic Services:

- Our current base disposal rate of \$62.20 per ton will be maintained for the first of the five-year extension. Republic Services will forgo the planned disposal component increase in 2018 and begin implementing future price increases on July 1, 2019 and on July 1st of subsequent years.
- Our current base transportation rate of \$47.00 per ton, from Wrangell to Seattle, will be increased to \$58.83. With this increase, Republic Services has explained that they are seeking to balance the increased costs of the Alaska Marine Lines' transportation costs, which have been escalating, on average by 3.83%, and have significantly outpaced the current price index provisions in the contract. Republic Service currently pays a transportation rate of \$58.83 to AML and have requested the base transportation rate increase to cover this actual cost.

- The 5-year contract extension, covering the period of August 1, 2018 through July 30, 2023, would begin with a combined disposal and transportation base rate of \$121.03 per ton in FY 2018/2019.

In addition to these base rate fees, other fees identified by the agreement include those for: fuel surcharge (subject to adjustment quarterly), container overweight, and Washington State refuse tax.

A copy of the Municipal Solid Waste Transport and Disposal Agreement dated July 2013 with Republic Services is attached. Also attached is the draft extension agreement letter which provides for the changes to the original agreement for term, pricing and annual price adjustment language. All other provisions of the 2013 agreement shall remain in effect under this extension.

The terms and conditions in this agreement are scheduled to remain in force until such time as certain terms and conditions are modified with mutual agreement by both parties. A contract extension letter agreement is also attached, in draft form, which serves to identify the amendments to provisions of the original agreement document.

Based on the volume of solid waste that Wrangell shipped in FY18 (1,547 tons), we estimate the cost for solid waste disposal in FY19, under the new rate structure, at \$215,000. We currently have \$210,000 budgeted for this expenditure. Instead of requesting an amendment at this time to cover this estimated \$5,000 additional cost, we will track this expense over the next several months to determine if a budget amendment is needed.

Until such time as the agreement is formally extended, Republic Services has offered a temporary extension of the agreement for solid waste disposal through August 2018, or until the Wrangell Borough Assembly approves the five-year extension document. This temporary extension incorporates a rate that aligns with the above outlined disposal and transportation rates, combined at \$121.03 per ton.

The Sanitation Department seeks approval of a five-year extension of the Municipal Solid Waste Transport and Disposal Agreement with Republic Services at a first year combined transportation and disposal base rate of \$121.03 per ton, with 3.5% annual increases in years two through five.

Approval of the five-year municipal solid waste disposal service agreement extension maintains a contractual relationship with a high-quality and reliable service provider that has demonstrated a willingness to work toward solutions for a continued partnership.

Republic Services continues to commit to working with Wrangell, in partnership with AML, on the necessary changes to which we anticipate transitioning toward the use of 40' closed-top transportation containers to replace the 48' open-top containers currently in use for the transportation of Wrangell's solid waste.

MUNICIPAL SOLID WASTE TRANSPORT AND DISPOSAL AGREEMENT

THIS MUNICIPAL SOLID WASTE TRANSPORT AND DISPOSAL AGREEMENT (the "Agreement") is made as of the 30th day of July, 2013 by and between the City and Borough of Wrangell, an Alaska borough (the "Borough") and Regional Disposal Company ("RDC"), a state of Washington general partnership.

1. Purpose. Borough and RDC enter into this Agreement to establish terms and conditions under which Borough engages RDC to transport and dispose of municipal solid waste generated and to recycle recyclable materials within the Borough or received at Borough solid waste handling facilities.

2. Borough's Obligations. The Borough's obligations under this Agreement include the following:

- a. The Borough shall pay service fees to RDC in accordance with Section 5 below, and shall exercise reasonable best efforts to ensure that all Acceptable Waste (as defined below) generated or disposed of within the Borough or received at any Borough solid waste handling facility (other than recyclable solid waste retained by the Borough for recycling purposes) is directed to RDC under this Agreement.
- b. The Borough shall load municipal solid waste into the containers provided by RDC for that purpose. The Borough shall care for the containers provided by RDC and be responsible for any damage that occurs to them during the Borough's use or possession of the containers, excluding damage normally resulting from ordinary use or damage caused by forces or actions outside of the control of the Borough.
- c. The Borough shall deliver to RDC loads containing in each instance only either (1) Acceptable Waste, or (2) Recyclable Materials. "Acceptable Waste" means municipal solid waste, including garbage, rubbish, refuse, paper and cardboard, plant and grass clippings, commercial, industrial, demolition and construction wastes, woodwastes, septage screenings, and discarded small household appliances (i.e., of a size capable of being lifted by a person of average strength). The term "Acceptable Waste", however, does not include "Excluded Waste", which for purposes of this Agreement means (1) any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special wastes; and dangerous wastes, each as defined by applicable federal, state, or local laws or regulations or permit conditions, including but not limited to 40 C.F.R. Part 261 and Washington Administrative Code Ch. 173-303, and (2) any other waste that may not be disposed of at RDC's Roosevelt Regional Landfill under federal, state or local law, regulation, rule, code, permit or permit condition. "Recyclable Materials" means those solid wastes that are separated for and susceptible to recycling or reuse and for which there exists a market for such purposes (such as papers, metals and glass), and that are identified as recyclable material pursuant to a local comprehensive solid waste

management plan. The term includes materials that are included in the definition of recyclable materials set forth in RCW 70.95.030 or regulations promulgated thereunder, as such definition and regulations may be changed from time to time. The term "Recyclable Materials", however, does not include Excluded Waste. Loads that are tendered as loads of Recyclable Materials, but that contain more than an insignificant amount of Acceptable Waste that does not qualify as Recyclable Materials, shall at RDC's option be treated as loads of Acceptable Waste.

- d. The Borough shall minimize the possibility that Excluded Waste is loaded into containers of either Acceptable Waste or Recyclable Materials delivered to RDC, and shall encourage source separation of Recyclable Materials, by adherence to the provisions of its operating plan that are designed to achieve those purposes.

3. RDC's Obligations. RDC shall:

- a. make available at the Borough's designated loading site sufficient numbers of intermodal shipping containers for transport by RDC of loads of Acceptable Waste and loads of Recyclable Materials, pursuant to this Agreement;
- b. arrange for the transport of container loads of Acceptable Waste to its facility in Roosevelt, Washington, where it will dispose of such Acceptable Waste;
- c. arrange for the transport of container loads of Recyclable Material to one or more RDC facilities within the state of Washington, where RDC will process and sell the Recyclable Material.
- d. provide all of the facilities, equipment, and personnel necessary for such work, and perform the work in compliance with generally accepted industry practices and all applicable local, state, and federal regulations; and
- e. take possession and control of loads of Acceptable Waste delivered by the Borough to RDC or its subcontractor for transportation and disposal, and of loads of Recyclable Material delivered by the Borough to RDC or RDC's subcontractor for transportation, processing and sale. Title to Acceptable Waste delivered to RDC shall become the property of RDC upon RDC's acceptance of tender of loaded containers for shipment at the Borough's transfer facility or at such other location as the Borough reasonably may designate as the point of delivery. To and liability for any Excluded Waste (including but not limited to any household hazardous waste and small quantity generator hazardous waste that is included in containers delivered to RDC despite the Borough's attempts to prevent its inclusion) shall not pass to RDC unless and until RDC has so commingled such Excluded Waste with other materials that the Borough no longer with reasonable certainty can be proven to be the source of such Excluded Waste; and if it is discovered in any instance that Excluded Waste has been delivered, RDC shall be free to dispose of such Excluded Waste in such lawful manner as RDC may elect at the expense of the Borough. This provision in no

manner relieves the Borough of its obligation to tender only loads of Acceptable Waste as specified in Section 2(c) of this Agreement.

4. RDC's Covenants and Warranties. RDC warrants and represents that it has the business, professional, and technical expertise to transport and dispose of the Borough's municipal solid waste and shall at all times do so in a prudent and workmanlike manner. Furthermore, RDC warrants and represents that it has all the governmental authorizations, licenses and permits necessary to perform this agreement and that it has the equipment, disposal facility and employee resources required to perform this Agreement, and such equipment and disposal facility shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use as required. RDC covenants and warrants that it has performed all the necessary partnership actions to approve, execute, and perform this contract as detailed herein.

5. Billing and Payment.

a. Billing. RDC shall provide to the Borough, by the fifteenth (15th) day of each month, a statement in a format that is mutually agreeable to RDC and Borough detailing the number of containers handled and the weight of each container of the Borough's waste accepted by RDC in the preceding month. The method of determining tonnage of Acceptable Material shipped shall be by certified scale at the Roosevelt Regional Landfill in Roosevelt, Washington. The method of determining tonnage of Recyclable Material shipped shall be by certified scale at the Rabanco Recycling Center in Seattle. Tonnage shall be determined to the nearest 1/100th ton.

b. Service Fee.

i. The service fees payable to RDC for its services pursuant to this Agreement initially shall be:

For loads of Acceptable Waste the service fee payable to RDC shall be:

- Transportation Component: \$43.45 per ton of Acceptable Waste delivered by the Borough to RDC, but not less than \$1,129.70 for each forty-foot container and not less than \$1,216.60 for each forty-eight foot container; *plus*
- Transportation Fuel Surcharge: A per-load fuel surcharge equal in amount to the per-load fuel surcharge payable by RDC to its transportation subcontractor; *plus*
- Disposal Component: \$57.50 per ton of Acceptable Waste delivered by the Borough to RDC, but not less than \$1,495.00 for each container.

For loads of Recyclable Materials the service fee payable to RDC shall be the total of the following two components:

- Transportation Component: \$43.45 per ton of Recyclable Materials delivered by the Borough to RDC, but not less than \$1,129.70 for each forty-foot container and not less than \$1,216.60 for each forty-eight foot container; *plus*
- Transportation Fuel Surcharge: A per-load fuel surcharge equal in amount to the per-load fuel surcharge payable by RDC to its transportation subcontractor; *plus*
- Recycling Component: \$51.50 per ton for all Recyclable Materials delivered by the Borough to RDC.
- Recycling Processing Component: \$30.00 per ton of Recyclable Materials delivered in the case of any Recyclable Material that is commingled and requires separation by RDC.

The amount payable as per-load Transportation Fuel Surcharges shall be subject to adjustment on a quarterly basis. Transportation Fuel Surcharges shall be based on the average daily price of fuel for the immediately preceding quarter, and the Transportation Fuel Surcharge (which is calculated as a percentage of the transportation fee payable by RDC to its transportation subcontractor for transport of loads of the Borough's Acceptable Waste or Recyclable Materials) will be determined by a fuel surcharge table that is made a part of RDC's subcontract with its transportation subcontractor. RDC shall make available to the Borough such documentation as the Borough reasonably may require for the purpose of verifying the Transportation Fuel Surcharges billed by RDC to the Borough for loads of Acceptable Waste and Recyclable Materials transported pursuant to this Agreement do not exceed sums payable by RDC as fuel surcharges to its transportation subcontractor.

- ii. RDC will accept loaded containers of Acceptable Waste or of Recyclable Materials having a net weight of up to thirty-three (33) tons. If the Borough tenders and RDC accepts loaded containers exceeding thirty-three (33) tons net weight, the service fee for the tonnage in a loaded container in excess of thirty-three (33) tons shall be one hundred twenty-five percent (125%) of the otherwise applicable service fee (exclusive of Transportation Fuel Surcharges). The increased fee for tonnage in a loaded container in excess of thirty-three (33) tons is to compensate RDC for the wear resulting from excess weight.
- iii. The Borough shall remit payment by the thirtieth (30th) day following the date of RDC's billing statement. RDC may charge and Borough shall pay a service charge of one and one-half percent per month or the maximum rate permitted by law, whichever is less, on any amounts paid after such thirty (30) day period, which amount will be prorated for any partial month in which payment remains overdue. Borough shall also pay all reasonable costs of collection, including attorney's fees, incurred by RDC in the collection of amounts owing but not paid by Borough within such thirty (30) day period. Except as otherwise specifically

stated herein, all prices and charges set forth herein are inclusive of all federal, state, and local taxes levied on the transportation and disposal of municipal solid waste.

- iv. RDC shall pay the Borough one hundred percent (100%) of sums collected by RDC from the sale of Recyclable Materials received by RDC from the Borough pursuant to this Agreement, net of any excise taxes (including but not limited to sales taxes, use taxes or business and occupation taxes) that RDC is required to pay or remit to any federal, state or local jurisdiction on account of its sale of such Recyclable Materials. Such payment will be based on RDC's actual prices for sales of Recyclable Materials and will be credited against RDC's fees for recycling services provided pursuant to this Agreement. RDC's actual price for sales of Recyclable Materials will be based on the average price for RDC's sale of all such Recyclable Material (by commodity category) during the month in which the Recyclable Material is received.
- c. Price Adjustment for Inflation. Each of the service fees specified in Section 5(b) above and components thereof (including the per-load minimums specified in Section 5(b), but not including Transportation Fuel Surcharges), shall be adjusted annually on July 1 of each year, commencing July 1, 2013, based on the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the Seattle-Tacoma-Bremerton area, all items (1982-84 = 100), in accordance with the following formula:

$$AA = BSF * (1 + [(CPI_y / CPI_o) - 1] * 0.95)$$

where:

AA = the adjusted amount of the applicable Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum;

BSF = the applicable initial amount of such Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum specified in Section 5(b)(i) above;

CPI_y = the CPI for the month of April most recently preceding the date on which the adjustment is to be effective (e.g., CPI_y would be the CPI for April 2013 in the case of the adjustment to take effect on July 1, 2013, and would be the CPI for April 2014 in the case of the adjustment to take effect on July 1, 2014); and

CPI_o = the CPI for April 2012 (which the parties acknowledge to be 237.931).

If the United States Department of Labor ceases to publish a CPI index for the Seattle-Tacoma-Bremerton area, then its most comparable index encompassing the Puget Sound Region or the State shall be used, and if such indices are unavailable, a similar index reasonably determined by both RDC and Borough shall be used.

Attached to this Agreement are illustrative examples of the way in which the formula expressed above is to be applied.

d. Price Adjustment for Change in Law. RDC may, after obtaining Borough's approval, which approval may not be unreasonably withheld, increase a service fee by one hundred percent (100%) of RDC's reasonable actual increased costs of performing the services for which it charges the service fee due to a change in law. For purposes of this section, a "change in law" includes new laws, regulations, ordinances of general application and modifications of them; new decisions of tribunals, either judicial or administrative, and any modifications of them; or the imposition of any material conditions on the renewal of any permit, license or approval which makes the transportation, storage, land application or other management of municipal solid waste more burdensome financially than under the requirements in effect at the Effective Date (as defined below). Such increase in either or both of RDC's service fees may occur only for reasonable costs that are actually incurred, and shall not be allowed for any cost increases that are in any way attributable to activities outside of the ordinary performance of this Agreement by or within the control of RDC or its subcontractors, employees, or agents.

6. Term and Extension. The term of this Agreement shall be five (5) years, commencing on July 1, 2013 (the "Effective Date"). Effective as of the day that follows any date on which this Agreement otherwise would expire, this Agreement automatically shall extend for a new five-year period under the same provisions and for the same service fees in accordance with Section 5 of this Agreement (as previously adjusted pursuant to Section 5(c) and/or Section 5(d)), unless either party provides written notice of its election to terminate this Agreement as of the end of the then-current period at least twelve (12) months prior to the end of such period. The immediately preceding sentence shall apply both in the case of the initially contemplated five-year term, and at the end of any one or more five-year extension terms.

7. Insurance. At all times during the term of this Agreement, RDC shall maintain an insurance policy, regardless of what insurance Borough may maintain; and, provide limits of liability of not less than \$2,000,000 combined single limit bodily injury and property damage; and, provide for not less than thirty (30) days advance written notice to Borough regarding any material changes to the policy. The Borough will be included as an additional insured on RDC's policy. It is further agreed that an ACORD form of Certificate of Insurance showing all of the required coverages and endorsements shall be provided to Borough, upon the Borough's written request.

8. Permits; Records. Each party shall maintain all necessary permits and approvals for its facilities and under this Agreement; all in accordance with law. These records shall be available for each parties' copying and review upon seven (7) days written notice.

9. Termination; Default.

a. RDC may terminate this Agreement upon giving Borough written notice if:

i. Borough fails to make any payment required hereunder within thirty (30) days after receiving notice of nonpayment from RDC, unless the Borough has a legitimate reason for the delay;

- ii. Borough breaches any material representation or warranty set forth herein;
 - iii. Borough defaults in the performance of any other material obligation under this Agreement and fails to cure such default within thirty (30) days after receiving written notice thereof from RDC; or
 - iv. The Borough unreasonably withholds its consent to a fee adjustment request by RDC pursuant to Section 5(d) above (attributable to changes in law).
- b. The Borough may terminate this Agreement upon giving RDC written notice if:
- i. RDC breaches any material representation or warranty set forth herein;
 - ii. RDC defaults in the performance of any other material obligation under this Agreement and fails to cure such default within thirty (30) days after receiving written notice thereof from Borough; or
 - iii. RDC fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the transportation or disposal of the municipal solid waste and fails to cure such non-compliance within thirty (30) days after receiving written notice from the appropriate agency or court; or
- c. The Borough may terminate this Agreement upon thirty (30) days written notice to the other if price adjustments pursuant to Section 5(d) above (attributable to changes in law) cause the aggregate service fees payable by the Borough to RDC under this Agreement to increase by more than ten percent (10%) in any one year, or by more than twenty-five percent (25%) over the life of this Agreement (when compared against the aggregate service fees that would be payable in the absence of any price adjustments pursuant to Section 5(d) above).
- d. The Borough may terminate this Agreement upon thirty (30) days written notice to RDC if the amount of all Transportation Surcharges reflected on any invoice by RDC to the Borough exceeds forty percent (40%) of the amount of all Transportation Components reflected on the same invoice, and if the Borough's 30-day notice of termination is given within ninety (90) days following the Borough's receipt of the invoice.
- e. Either party may terminate this Agreement as provided for by Section 15 (dealing with force majeure events).

A termination by either party of this Agreement shall not affect the parties' respective rights and obligations to each other with respect to Acceptable Waste and Recyclable Materials delivered to RDC prior to the effective date of termination.

10. Indemnification.

- a. RDC agrees to defend, indemnify and hold Borough harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, ("Losses") caused by or resulting from either RDC's breach of this Agreement or by its negligence in performing it.
- b. Borough agrees to defend, indemnify and hold RDC harmless from and against any and all Losses caused by or resulting from either the Borough's breach of this Agreement or the Borough's negligence in performing it.

Notwithstanding any other provision herein, obligations created by this section shall survive the Agreement.

11. Compliance with Laws. Borough and RDC shall each fully comply with all applicable laws, ordinances, decisions, orders, rules or regulations of any government or governmental agency pertaining to its handling, transportation, or disposal of the Borough's waste.

12. Disputes; Governing Law; Venue.

- a. Disputes. In an attempt to resolve any outstanding dispute between the parties, representatives from RDC and the Borough shall meet and a good faith efforts attempt shall made to resolve the dispute.
- b. Jurisdiction; Venue. The parties agree that proper venue for any litigation arising out of or relating to this Agreement may be either the the Federal District Court for the Western District of Washington (or the King County Superior Court, if the matter is one as to which a federal court would not have subject matter jurisdiction), or the Federal District Court for the District of Alaska (or the Alaska First Judicial District Court, if the matter is one as to which a federal court would not have subject matter jurisdiction), and each of the parties submits to the jurisdiction of each of such courts in any such action.
- c. Governing Law. Regardless of venue, this Agreement shall be construed and interpreted in accordance with the internal laws of the State of Alaska.

13. Unenforceability. If any part of the Agreement is declared to be invalid or unenforceable, the rest of the Agreement shall remain binding.

14. Independent Contractor. Each party hereto is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

15. Force Majeure. Should either party be prevented wholly, or in part, from performing its respective obligations under this Agreement by a cause reasonably outside of and beyond the control of the party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of god or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom. After either party's performance has been suspended for a period of at least three months due to a force majeure event, the other party may terminate the agreement at any time before performance resumes by providing written notice to the other party.

16. Non-Waiver. Either party's failure to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of that provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

17. Notices. All notices required under this Agreement shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to Borough, addressed to:

Carl Johnson, Public Works Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

with a copy to:

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

If to RDC, addressed to:

Matt Henry, General Manager
Regional Disposal Company
54 South Dawson Street
Seattle, WA 98134

with a copy to:

Contracts Compliance Officer
Regional Disposal Company
200 — 112th Avenue NE, Suite 300
Bellevue, WA 98004

or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the U.S. mail.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by both parties.

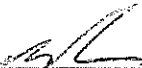
19. Counterparts. This Agreement may be executed in separate counterparts, each of which is part of a single contract. A party's transmission to the other by fax, email or other electronic means of the transmitting party's signature on this Agreement shall be effective as an acceptance of this Agreement by the transmitting party, with the same force and effect as the delivery of an executed original.


The Rest Of This Page Is Intentionally Left Blank – Signature Page Follows

WHEREFORE, the parties have executed this Agreement as of the date first written above.

REGIONAL DISPOSAL COMPANY
By WJR Environmental, Inc.,
Managing Partner

The City and Borough of Wrangell, ALASKA

By: 
Name: Mike Hunter
Title: Vice President

By: 
Name: Timothy D. Rooney
Title: Borough Manager

EXAMPLES OF CPI CALCULATION

(For Illustrative Purposes Only, To Demonstrate The Application Of The Adjustment Formula –
Not Intended As An Assurance Or Prediction Of Future Changes In CPI)

If:

- (1) BSF (the initial dollar amount of a given component subject to adjustment) were to be \$100.00
- (2) The CPI for the month of April 2013 were to be 243.641

Then, applying the formula, which is:

$$AA = BSF * (1 + [(CPI_y / CPI_o) - 1] * 0.95)$$

where:

AA = the adjusted amount of the applicable Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum;

BSF = the applicable initial amount of such Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum specified in Section 5(b)(i) above;

CPI_y = the CPI for the month of April most recently preceding the date on which the adjustment is to be effective (e.g., CPI_y would be the CPI for April 2013 in the case of the adjustment to take effect on July 1, 2013); and

CPI_o = the CPI for April 2012 (which the parties acknowledge to be 237.931).

the adjusted amount of that particular component beginning July 1, 2013 would be:

$$\$100.00 * (1 + [(243.641 \div 237.931) - 1] * 0.95) =$$

$$\$100.00 * (1 + [(1.023998554 - 1) * 0.95]) =$$

$$\$100.00 * (1 + [0.023998554 * 0.95]) =$$

$$\$100.00 * (1 + 0.022798626) =$$

$$\$100.00 * 1.022798626 =$$

$$\underline{\underline{\$102.2798626 \text{ (rounds to } \$102.28\text{)}}}}$$

* * *

Now, suppose that the CPI for April 2014 were to be 250.501. In that case, the adjusted amount of that same component effective as of July 1, 2015 (the second annual CPI adjustment) would be:

$$\$100.00 * (1 + \{((250.501/237.931) - 1) * 0.95\}) =$$

$$\$100.00 * (1 + \{(1.052830442 - 1) * 0.95\}) =$$

$$\$100.00 * (1 + \{0.052830442 * 0.95\}) =$$

$$\$100.00 * (1 + 0.05018892) =$$

$$\$100.00 * 1.05018892 =$$

$$\underline{\underline{\$105.018892 \text{ (rounds to } \$105.02\text{)}}}$$



1600 127th Ave. NE
Bellevue, WA 98005
www.republicservices.com

August 3, 2018

Amber Al-Haddad
Public Works Director
City & Borough of Wrangell
PO Box 531
Wrangell, Alaska 99929

DRAFT

Subject: Extension of MSW Transport & Disposal Agreement

Dear Amber,

Republic Services is please to extend the current Municipal Solid Waste Transport and Disposal Agreement between the City of Wrangell and Republic Services for an additional Five (5) year period with the inclusion of the following mutually negotiated terms.

Republic Services will maintain the current disposal rate of \$62.20 per ton and increase the base transportation rate to \$58.83, plus applicable fuel sur charge to provide a true up to current rates provided by Alaska Marine Lines for barge service from the Wrangell, AK to Seattle, WA.

Republic Services will implement a combined base Transportation and Disposal rate of \$121.03 beginning on July 30th, 2018.

An annual price adjustment to the combined Transportation and Disposal rate will be implemented utilizing a flat 3.5% fixed rate beginning September 1st, 2019 and for each following year of the agreement.

We are looking forward to continuing our partnership with the City of Wrangell.

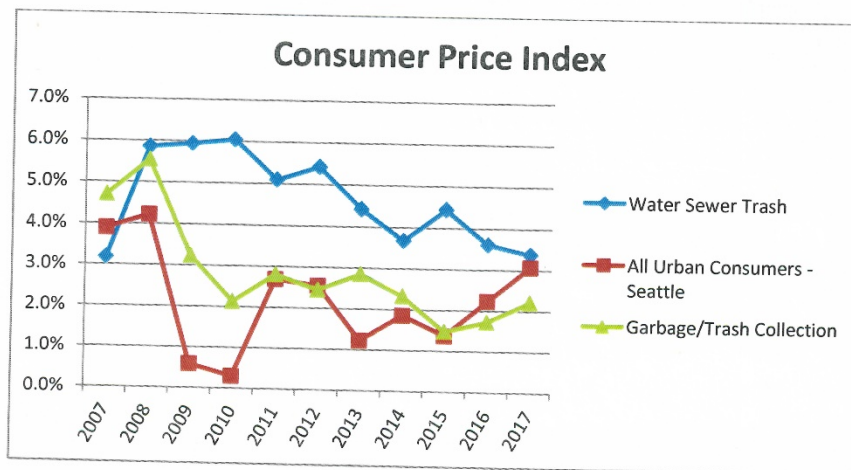
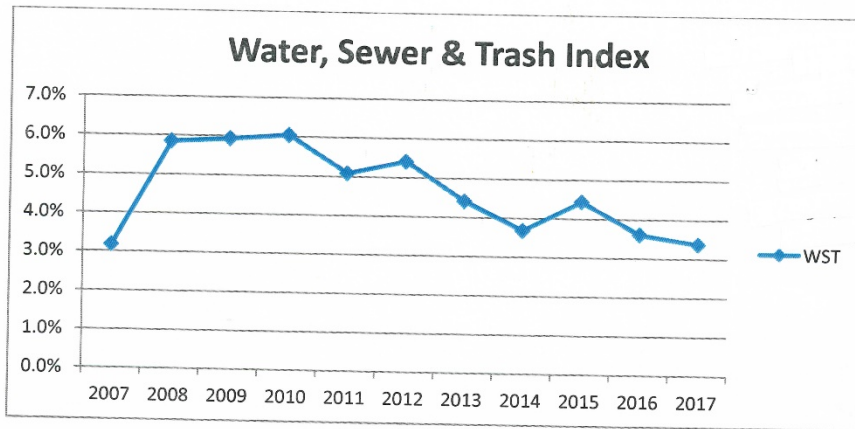
Republic Services

City of Wrangell

By: _____
Gregg Brummer, Northwest Area President

By: _____
On Behalf of Wrangell, Alaska

Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
WST Index	143.706	152.117	161.145	170.885	179.576	189.296	197.646	204.895	213.966	221.659	229.106
WST	3.2%	5.9%	5.9%	6.0%	5.1%	5.4%	4.4%	3.7%	4.4%	3.6%	3.4%
All Urban Consumers - Seattle	215.656	224.719	226.028	226.693	232.765	238.663	241.563	246.018	249.364	254.886	262.668
All Urban Consumers - Seattle	3.9%	4.2%	0.6%	0.3%	2.7%	2.5%	1.2%	1.8%	1.4%	2.2%	3.1%
Garbage/Trash PI	345.566	364.695	376.402	384.369	395.091	404.704	416.183	425.796	432.030	439.427	449.089
Garbage/Trash Collection	4.7%	5.5%	3.2%	2.1%	2.8%	2.4%	2.8%	2.3%	1.5%	1.7%	2.2%



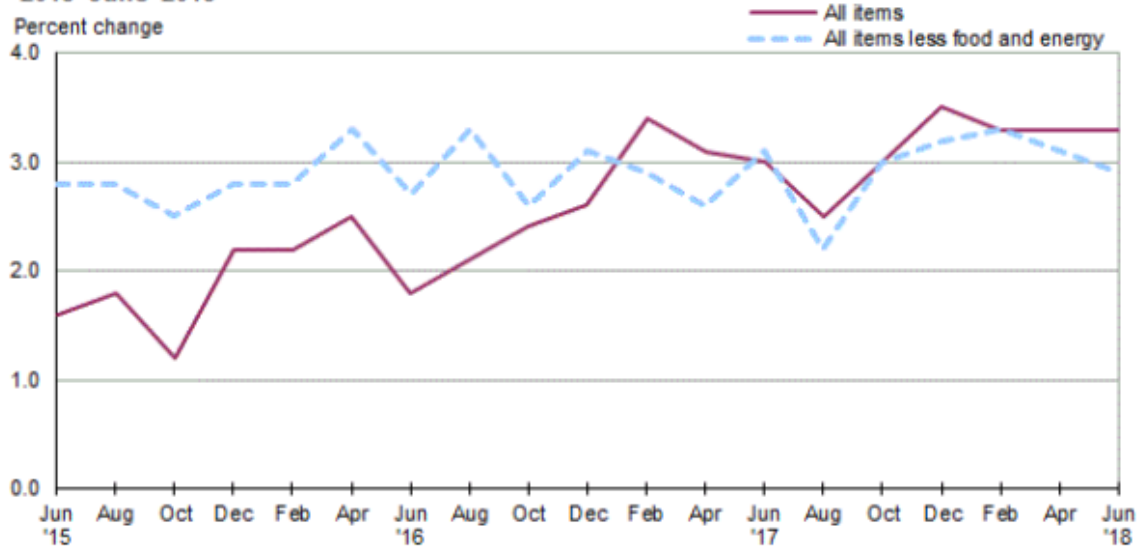
Consumer Price Index, Seattle area — June 2018

Area prices were up 0.8 percent over the past two months, up 3.3 percent from a year ago

Prices in the Seattle Area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.8 percent for the two months ending in June 2018, the U.S. Bureau of Labor Statistics reported today. (See [table A.](#)) Assistant Commissioner for Regional Operations Richard Holden noted that the June increase was influenced by higher prices for shelter and new motor vehicles. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 3.3 percent. (See [chart 1](#) and [table A.](#)) Energy prices jumped 13.4 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy advanced 2.9 percent over the year. (See [table 1.](#))

Chart 1. Over-the-year percent change in CPI-U, Seattle-Tacoma-Bellevue, WA, June 2015–June 2018



Source: U.S. Bureau of Labor Statistics.

Databases, Tables & Calculators by Subject

Change Output Options:

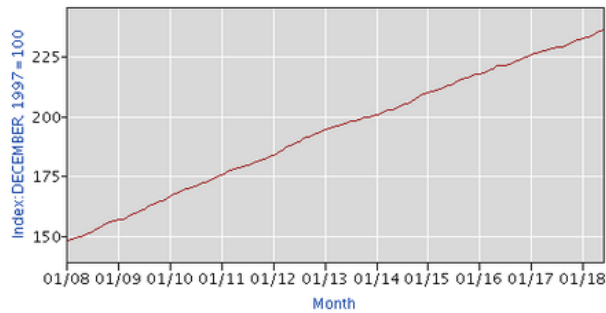
From: 2008 ▾ To: 2018 ▾ [GO](#)

include graphs include annual averages

Data extracted on: August 2, 2018 (2:32:06 PM)

CPI-All Urban Consumers (Current Series)

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100



CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>NO.</u>	13d	<u>DATE:</u>	August 7, 2018
PROPOSED RESOLUTION NO. 08-18-1421: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE JOB DESCRIPTION FOR THE POSITION OF NOLAN CENTER FACILITY MANAGER AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE				
<u>SUBMITTED BY:</u>			<u>FISCAL NOTE:</u>	
Lisa Von Bargaen, Borough Manager			Expenditure Required:	
			Amount Budgeted:	
			Account Number(s):	
			Account Name(s):	
<u>Reviews/Approvals/Recommendations</u>				
<input checked="" type="checkbox"/>	Borough Assembly		Unencumbered Balance (prior to expenditure):	
n/a	Attorney			
n/a	Insurance			
<u>ATTACHMENTS:</u>				
<ul style="list-style-type: none"> 1. Resolution 08-18-1421 2. Nolan Center Facility Manager Job Description 3. Non-Union Wage & Grade Table 				

RECOMMENDATION:

Move to adopt Resolution 08-18-1421 providing for the creation of the job description for the Position of Nolan Center Facility Manager and the Amendment of the Non-Union Wage and Grade Table.

SUMMARY STATEMENT:

As part of the FY 2019 Budget the Assembly approved a small organizational chart change for the Nolan Center. This included the elimination of the part-time, permanent Custodian position and the creation of the full-time permanent Nolan Center Facility Manager position. Along with the new

Nolan Center Director, the Facility Manager will cover all the job duties previously covered over the years by five different positions including Civic Center Manager, Museum Director, Theater Manager, Assistant Theater Manager and Custodian.

The Job Description is attached for review by the Assembly. The position will be paid a grade 18 which has a hourly wage range of \$23.19-\$29.22.

Administration is looking forward to the new direction these two positions will be able to take the facility. Greg Acuan, who has worked at the Nolan Center in many capacities as a temporary employee for the past several years; and who recently served as the Interim Director after Terri's retirement, has been promoted to this position. This will become "official" upon approval by the Assembly.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 08-18-1421

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE JOB DESCRIPTION FOR THE POSITION OF NOLAN CENTER FACILITY MANAGER AND THE AMENDMENT OF THE NON-UNION WAGE AND GRADE TABLE

WHEREAS, the Nolan Center has been staffed by 1.5 full-time equivalent positions; and many temporary employees; and

WHEREAS, this level of permanent, full-time staffing is insufficient to accommodate the time and work required to supervise the operations of the facility; and

WHEREAS, in the FY 2019 Budget the Assembly approved the termination of the permanent, part-time custodian position and the creation of a permanent, full-time Facility Manager; and

WHEREAS, the two new permanent positions of Nolan Center Director and Nolan Center Facility Manager fulfill the obligations of five previous positions including: Civic Center Manager, Museum Director, Theater Manager, Assistant Theater Manager and Custodian; and

WHEREAS, with the retirement of the existing Civic Center Manager, who has also been serving as the Museum Director, now is the time to address organizational efficiencies; and

WHEREAS, the rate of pay for this position shall be a grade 18 with an hourly wage pay range from \$23.19 to \$29.22 which is commensurate with other similar positions in the organization.

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 describes the duties, responsibilities and qualifications for the Nolan Center Facility Manager.

Section 2. The new job description for the Nolan Center Facility Manager will become effective immediately upon passage and approval of this resolution.

Section 3. The attached Exhibit "B" is the Non-Union Wage and Grade Table reflecting the addition of the Nolan Center Facility Manager at grade 18.

Section 4. The attached Exhibit "B" repeals all other previous Non-Union Pay Plans and becomes effective immediately upon passage and approval of this resolution.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA THIS 7TH DAY OF AUGUST, 2018.

CITY & BOROUGH OF WRANGELL

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Facility Manager	Position Number:
Department/Site: Nolan Center	FLSA: Non-exempt
Evaluated by: Nolan Center Director	Salary Grade: 18

Summary

Collaborates with the director to oversee the Nolan Center facility operations. Following the strategic goals set by the director, the manager offers recommendations and input to assist in managing the Museum, Collections, Gift Shop, Civic Center and Theater.

Distinguishing Career Features

The Facilities Manager is responsible for managing the Nolan Center facility. The manager works closely with the site director to enhance the day-to-day business operations of the facility; leading staff and overseeing upkeep throughout the facility.

Essential Duties and Responsibilities

The following duties and responsibilities are intended to be general guidelines and may change based on the needs of the facility and the development of strategic goals.

OPERATIONS

- Assist the director with day-to-day operations and management of the facility
- Manages and leads the team to enhance operations based on the strategic goals
- Set-up for events including logistics, planning and organization of rooms and equipment use
- Assists with the Gift Shop operations, summer cruise-ship tours and visitor assistance as needed, including the billing process
- Supervises prioritization of winter projects Collections, Artifacts, Museum Exhibits

GENERAL ADMINISTRATION

- Works with the director to prepare and administer work schedules for employees to meet the needs of the facility and within the guidelines of the budget
- Prepares recommended projects for director and works in partnership with the director to prioritize the needs of the facility

GENERAL FACILITY

- Makes recommendations to the director regarding facility needs
- Does research and provides quotes for maintenance and repair recommendations
- Maintains procedures, product specifications, and manuals of facility equipment
- Responsible for ordering supplies and maintaining inventory records of all equipment and supplies throughout the facility
- Monitors and administer maintenance and cleaning throughout the facility
- Monitor HVAC system and security systems throughout the building

TEAMWORK AND COOPERATION

- Works cooperatively with the director, employees, contractors, other city departments, renters and the public

SUPERVISION

- Works closely with the director to supervise employees
- Trains and guides the Lead Attendant to assist with all facility operations
- Provides staff and volunteer training regarding general maintenance, inventory, and stocking the facility. Trains staff and volunteers to learn audio and video equipment

MAINTENANCE

- Develops and leads the safety program guidelines and procedures for the facility
- Oversees and schedules building maintenance within budget guidelines discussed with the director and relies on staff from Public Works, Parks and Rec and independent contractors for general maintenance

THEATER

- Manages all aspects of the theater operations
- Develop policies and procedures for the theater production process
- Coordinate with the director and the lead attendant to determine movie showings
- Maintain relationship with booking agent, following protocol and reporting
- Maintains working knowledge of all theater equipment and operations
- Manages concessions ordering, supplies and sales providing reports to director
- Work with director to schedule staffing needs including the rotation of managing each movie night between the director, manager and lead attendant
- Assist the director with booking statewide cultural activities for the theater

MUSEUM/COLLECTIONS

- Assists the director in all aspects of Museum and Collections operations, including developing policies and procedures, record keeping and safety protocol
- Keeps accurate records of artifacts on loan or donated from the community through standard museum registration techniques
- Monitors humidity and temperature for stability
- Assists in the preparation of annual loan renewals

CIVIC CENTER/VISITOR CENTER

- Assists in all aspects of promoting Wrangell and the use of the center
- Develops and maintains operating procedures for conventions and meetings in collaboration with the director
- Facilitates promotional opportunities for booking the center

PUBLIC RELATIONS

- Provides direct public interaction and exceptional service when setting up events
- Provides technical support to renters when using facility equipment
- Exceptional customer service during tours of the facility/Museum

Qualifications

▪ **Abilities**

Ability to work cooperatively in a managerial role collaborating daily with the director. Ability to perform a variety of administrative duties and proactively learn new techniques. Must have the ability to motivate and lead staff with new processes.

Requires the ability to communicate effectively both orally and in written form. Must be capable of handling the changing needs and priorities of the facility. Willingness to perform various job-related tasks with a strong sense of teamwork. Ability to lead by example and give direction while implementing the strategic goals of the facility.

- **Education and Experience**

High school diploma. Previous management experience and some college is desirable. Event planning and catering knowledge is helpful. Technical expertise is a plus.

- **Knowledge and Skills**

- Requires working knowledge of the facility and general maintenance
- Requires the skills to organize and set up for events/functions
- Requires general computer knowledge and office experience

- **Physical Abilities**

Ability to lift and/or carry 50 pounds, move tables/chairs and a variety of equipment. Ability to work flexible hours including weekend and evening hours for events.

- **Licenses and Certificates**

Requires valid Alaska Driver's License. Food handlers card is needed for the kitchen.

- **Working Conditions**

Most work is performed indoors where minimal safety considerations exist. May work long hours, (including weekends and holidays) and outside in garden area when needed.

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.

Permanent Non-exempt Employee Pay Plan, City and Borough of Wrangell, Hourly Compensation

Resolution No. 09-17-1376

old step	6	7	8	9	10	11	12	13	14	15			
Grade	Step →												
↓	1	2	3	4	5	6	7	8	9	10	11	12	13
8	14.96	15.26	15.55	15.84	16.14	16.44	16.76	17.09	17.41	17.74	18.08	18.43	18.78
9	15.62	15.91	16.21	16.52	16.85	17.17	17.49	17.82	18.16	18.52	18.88	19.24	19.61
12	17.73	18.07	18.42	18.78	19.14	19.50	19.87	20.27	20.66	21.05	21.46	21.87	22.29
13	18.55	18.90	19.26	19.63	20.00	20.40	20.79	21.19	21.59	22.02	22.45	22.88	23.32
14	19.38	19.75	20.14	20.53	20.92	21.32	21.74	22.16	22.58	23.01	23.46	23.91	24.37
16	21.18	21.58	22.01	22.43	22.86	23.30	23.77	24.22	24.68	25.16	25.65	26.15	26.66
17	22.17	22.59	23.02	23.47	23.93	24.39	24.86	25.36	25.85	26.35	26.86	27.38	27.91
18	23.19	23.65	24.10	24.56	25.03	25.53	26.02	26.52	27.05	27.57	28.11	28.66	29.22
21	26.43	26.96	27.48	28.01	28.56	29.12	29.68	30.26	30.85	31.44	32.05	32.68	33.32
23	28.55	29.11	29.67	30.25	30.84	31.43	32.06	32.68	33.31	33.97	34.63	35.31	36.00
25	30.94	31.54	32.17	32.79	33.42	34.09	34.75	35.44	36.13	36.84	37.56	38.30	39.05
26	32.22	32.84	33.48	34.14	34.80	35.49	36.18	36.89	37.61	38.34	39.09	39.86	40.64

8	Custodian	14	Dispatch/Corrections Officer	21	Police Officer Probationary
9	Library Assistant 1	17	Police Officer Recruit	23	Police Officer
12	DMV Assistant Recreation Coordinator Library Assistant 2	18	Administrative Assistant - Police Corrections Sergeant Accounting Generalist	25	Police Sergeant
13	Accounting Clerk Utility Accounts Clerk		Firemedic/Trainer Nolan Center Facility Manager	26	Police Lieutenant

Permanent, Salaried (Exempt) Employee Pay Plan, City and Borough of Wrangell, Monthly Compensation

old step	6	7	8	9	10	11	12	13	14	15			
Grade	Step →												
↓	1	2	3	4	5	6	7	8	9	10	11	12	13
19	4,209.00	4,290.00	4,375.00	4,458.00	4,543.00	4,630.00	4,722.00	4,812.00	4,904.00	5,001.00	5,098.00	5,197.00	5,297.00
24	5,150.00	5,252.00	5,353.00	5,457.00	5,566.00	5,673.00	5,782.00	5,897.00	6,011.00	6,131.00	6,250.00	6,373.00	6,498.00
25	5,363.00	5,467.00	5,576.00	5,684.00	5,793.00	5,909.00	6,023.00	6,143.00	6,263.00	6,386.00	6,510.00	6,639.00	6,769.00
27	5,821.00	5,935.00	6,049.00	6,171.00	6,290.00	6,413.00	6,540.00	6,666.00	6,800.00	6,932.00	7,067.00	7,205.00	7,348.00
28	6,070.00	6,191.00	6,311.00	6,436.00	6,561.00	6,689.00	6,821.00	6,952.00	7,091.00	7,228.00	7,370.00	7,516.00	7,663.00
30	6,607.00	6,739.00	6,869.00	7,006.00	7,141.00	7,282.00	7,426.00	7,571.00	7,720.00	7,873.00	8,027.00	8,185.00	8,346.00

19	Civic Center Manager	25	Harbormaster	28	Economic Development Director
24	Library Director Parks & Recreation Director Fire Chief Nolan Center Director	27	Borough Clerk	30	Finance Director Electrical Superintendent Police Chief Director of Public Works & Capital Projects

Temporary/Part-time/Seasonal Employees

Hourly Compensation

Note: Each step represents the amount above the prevailing State of Alaska Minimum Wage 9.84

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

Actual Temp Rates, Calendar Year 2017

	1	2	3	4	5	6	7	8	9	10	11	12	13
1	9.84	10.14	10.44	10.74	11.04	11.34	11.64	11.94	12.24	12.54	12.84	13.14	13.44
3	10.54	10.84	11.14	11.44	11.74	12.04	12.34	12.64	12.94	13.24	13.54	13.84	14.14
4	11.54	11.84	12.14	12.44	12.74	13.04	13.34	13.64	13.94	14.24	14.54	14.84	15.14
5	12.54	12.84	13.14	13.44	13.74	14.04	14.34	14.64	14.94	15.24	15.54	15.84	16.14
6	13.04	13.34	13.64	13.94	14.24	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64
7	13.54	13.84	14.14	14.44	14.74	15.04	15.34	15.64	15.94	16.24	16.54	16.84	17.14
8	14.04	14.34	14.64	14.94	15.24	15.54	15.84	16.14	16.44	16.74	17.04	17.34	17.64
9	14.54	14.84	15.14	15.44	15.74	16.04	16.34	16.64	16.94	17.24	17.54	17.84	18.14
11	16.04	16.34	16.64	16.94	17.24	17.54	17.84	18.14	18.44	18.74	19.04	19.34	19.64

1	Lifeguard Recreation Assistant Theater Sales Associate	4	Sales Assistant Laborer Assistant Theater Manager	7	Clerical Assistant
3	Head Lifeguard	5	Park Maintenance I	8	Custodian
		6	Senior Sales Assistant Park Maintenance II	9	Maintenance Custodian
				11	Theater Manager

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>No.</u>	15 a & b	<u>Date</u>	August 7, 2018
<p>a. Assistance Request from Lavern Lawrence</p> <p>b. Matters Related to the Transfer of WMC to SEARHC</p>				
<u>SUBMITTED BY:</u>				
Lisa Von Bargen, Borough Manager				

15a I move, pursuant to 44.62.320 (c)(2) and 44.62.320(c)(1) that we recess into executive session to discuss matters that may tend to prejudice the reputation and character of any person and, the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough; specifically, to discuss the assistance request from Lavern Lawrence with the Borough Manager.

15b I move, pursuant to AS 44.62.310 (c)(1) and AS 44.62.310(c)(3), and section 3.04.120 of the Wrangell Municipal Code, that we recess into executive session to discuss privileged and confidential attorney-client information with our legal counsel, Dorsey & Whitney LLP and the Borough Manager, as well as information the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough, regarding a proposed Asset Purchase Agreement between the Borough and SEARHC regarding the Wrangell Medical Center.