



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

**April 23, 2013 – 7:00 p.m.**

**Location: Assembly Chambers, City Hall**

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Pamella McCloskey
- b. INVOCATION to be given by Nettie Covalt from the Presbyterian Church
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
  - i. Certificate of Service – William B. Privett, Borough Assembly
  - ii. Certificate of Service – Greg Knight, Planning & Zoning Commission
  - iii. Proclamation – Municipal Clerks Week, May 5 – 11, 2013

**2. ROLL CALL**

**3. AMENDMENTS TO THE AGENDA**

**4. CONFLICT OF INTEREST**

**5. CONSENT AGENDA:**

- a. Items (\*) 6a, 7a & 7b

**6. APPROVAL OF MINUTES**

- \*a. Minutes of the Public Hearing meeting held April 9, 2013; Minutes of the Regular Assembly meeting held April 9, 2013

**7. COMMUNICATIONS**

- \*a. Amendment to the March 26, 2013 Regular Assembly Minutes
- \*b. School Board Action from the Regular School Board meeting held April 15, 2013

**8. BOROUGH MANAGER'S REPORT**

**9. BOROUGH CLERK'S FILE**

**10. MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS**

- a. Reports by Assembly Members
- b. Appointment to fill the vacancy of Seat "E" on the Borough Assembly
- c. Nominate Vice-Mayor
- d. Appointment to fill the vacancy on the Planning & Zoning Committee
- e. Appointment of the General Public Member to the Special Energy Committee

**11. PERSONS TO BE HEARD**

## **12. UNFINISHED BUSINESS**

- a. Discussion and Possible Action relating to the Wrangell Waste Transfer Station (Landfill) Hours
- b. Discussion and Possible Action relating to the Fill Permit for the Boat Haulout area
- c. Discussion relating to the possible purchase of a Peninsula Avenue vacant lot

## **13. NEW BUSINESS**

- a. PROPOSED RESOLUTION NO. 04-13-1273: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARITICIPATION AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) OF ALASKA BY UPDATING AND CORRECTING PREVIOUS AMENDMENT NUMBER SIX; AND PROVIDING FOR AN EFFECTIVE DATE
- b. PROPOSED RESOLUTION NO. 04-13-1274: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARITICIPATION AGREEMENT WITH THE SUPPLEMENTAL BENEFITS SYSTEM (SBS) OF ALASKA; AND PROVIDING FOR AN EFFECTIVE DATE
- c. Discussion and Possible action relating to the contract for Oliver Construction
- d. Approval of a construction contract to Pool Engineering, Inc. for the Wrangell Marine Service Center Boat Haulout Pier Structural Upgrades project
- e. Request by Wrangell Cooperative Association to be granted ownership of the City owned property formerly known as the Wrangell Institute Property
- f. Discussion and possible action concerning a Special Energy Committee Budget

## **14. ATTORNEY'S FILE**

## **15. EXECUTIVE SESSION**

- a. Discussion of Wrangell v. Rea, et.al. 1WR-12-55

## **16. ADJOURNMENT**

# Agenda Items 1 - 6

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013

#### **ITEM NO. 1 CALL TO ORDER:**

**INFORMATION:** *The Mayor, by code, is required to call the meeting to order at 7:00 p.m. in the Borough Assembly Chambers. Special meetings or continued meetings may be called for at differing times but at the same location. Notice of such will be required by the Borough Clerk. The Mayor will call the meeting to order according to such special or continued meeting notice. At all meetings of the assembly, four assembly members or three members and the mayor shall constitute a quorum for the transaction of business, but a smaller number less than a quorum may adjourn a meeting to a later date.*

#### **RECOMMENDED ACTION:**

The Mayor, as presiding officer, is to call the meeting of the Borough Assembly to order, with the following actions to follow:

- a. Pledge of Allegiance to be given by Assembly Member Pamella McCloskey
- b. Invocation to be given
- c. Ceremonial Matters:
  - i. Certificate of Service – William B. Privett, Borough Assembly
  - ii. Certificate of Service – Greg Knight, Planning & Zoning Commission
  - iii. Proclamation – Municipal Clerks Week, May 5 - 11, 2013

#### **ITEM NO. 2 ROLL CALL – BOROUGH CLERK:**

**INFORMATION:** *The Borough Clerk shall conduct a roll call of each elected and duly qualified Assembly Member. Such call shall result in an entry of those present or absent from the meeting. The roll call is primarily utilized in determining if sufficient member(s) are present to conduct a meeting. The Borough Clerk may randomly change the conduct of the roll to be fair to the members of the governing body unless the council determined an adopted procedure for roll call which is different than currently in use.*

#### **RECOMMENDED ACTION:**

Borough Clerk to conduct a roll call by voice vote. Each member to signify by saying here, present (or equal) to give evidence of attendance.

### **ITEM NO. 3 AMENDMENTS TO THE AGENDA:**

**INFORMATION:** *The assembly may amend the agenda at the beginning of its meeting. The outline of the agenda shall be as from time to time prescribed and amended by resolution of the assembly. (WMC 3.04.100)*

#### **RECOMMENDED ACTION:**

The Mayor should request of the members if there are any amendments to the posted agenda. ***THE MAYOR MAY RULE ON ANY REQUEST OR THE ASSEMBLY MEMBERS MAY VOTE ON EACH AMENDMENT.***

### **ITEM NO. 4 CONFLICT OF INTEREST:**

**INFORMATION:** *The purpose of this agenda item is to set reasonable standards of conduct for elected and appointed public officials and for city employees, so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the high standards of conduct demanded of persons in like office and position.*

*An elected city official may not participate in any official action in which he/she or a member of his/her household has a substantial financial interest.*

### **ITEM NO. 5 CONSENT AGENDA:**

**INFORMATION:** *Items listed on the Consent Agenda or marked with an asterisk (\*) are considered part of the Consent Agenda and will be passed in one motion unless the item has been removed by an Assembly Member or the Mayor and placed on the regular agenda.*

#### **RECOMMENDED ACTION:**

Move to approve those Agenda items listed under the Consent Agenda and those marked with an asterisk (\*) Items:

***6a, 7a & 7b***

### **ITEM NO. 6 APPROVAL OF MINUTES:**

**INFORMATION:**

***6a Minutes of the Public Hearing meeting held April 9, 2013; Minutes of the Regular Assembly meeting held April 9, 2013***


# *CERTIFICATE OF SERVICE*

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

**William B. Privett**


for his service and dedication as Assembly Member on the Borough Assembly  
from:

June 2008 – April 2013

  
ATTEST: Kim Flores, Borough Clerk

Dated this 23<sup>rd</sup> day of April, 2013



  
David L. Jack, Mayor


# *CERTIFICATE OF SERVICE*

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

**Greg Knight**

for his service and dedication on the Planning & Zoning Commission  
from:

November 2012 – April 2013

  
ATTEST: Kim Flores, Borough Clerk

Dated this 14th day of May, 2013





David L. Jack, Mayor

# Proclamation

*Municipal Clerks Week*

*May 5 - 11, 2013*

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

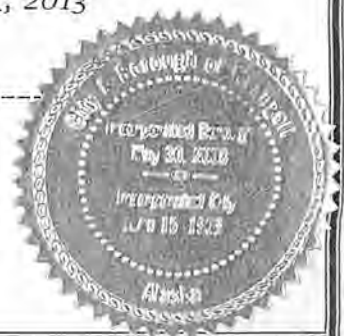
*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, David L. Jack, Mayor of the City and Borough of Wrangell, do recognize the week of May 5 through May 11, 2013, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Kim Flores and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Dated this 23<sup>rd</sup> day of April, 2013

Mayor [Signature] Attest: [Signature]





**Minutes of Public Hearing  
Held April 9, 2013**

Mayor David L. Jack called the public hearing to order at 6:30 p.m., April 9, 2013 in the Borough Assembly Chambers. Assembly Members Wiederspohn, Stokes, Christian and Stough were present. Assembly Members Privett and McCloskey were absent. Borough Manager Timothy Rooney and Borough Clerk Kim Flores were also in attendance.

**Public Hearing Item**

PROPOSED ORDINANCE No. 868: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING WRANGELL MUNICIPAL CODE CHAPTER 13.12, PARKS, SPECIFICALLY SECTION 13.12.030 (A) and (B), CHANGING OVERNIGHT CAMPING AND OVERNIGHT PARKING REGULATIONS AND ESTABLISHING AN EFFECTIVE DATE (second reading)

**WRITTEN TESTIMONY**

There was no written testimony.

**ORAL TESTIMONY**

There was no oral testimony.

Recessed at: 6:32 p.m.

*Assembly Member McCloskey arrived at 6:42 p.m.*

Reconvened at: 6:51 p.m.

**WRITTEN TESTIMONY**

There was no written testimony.

**ORAL TESTIMONY**

There was no oral testimony.

Adjourned at: 6:52 p.m.

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David L. Jack, Mayor

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



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## **Minutes of Regular Assembly Meeting Held on April 9, 2013**

Mayor David L. Jack called the regular Assembly Meeting to order at 7:00 p.m., April 9, 2013, in the Borough Assembly Chambers. Assembly Members Stough, McCloskey, Wiederspohn, Christian and Stokes were present. Assembly Member Privett was absent. Borough Manager Timothy Rooney and Borough Clerk Kim Flores were also in attendance.

Pledge of Allegiance was led by Assembly Member Ernie Christian.

Invocation given by Dave Wilson with the Church of Jesus Christ of Latter Day Saints.

### **CEREMONIAL MATTERS** – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*

Community Presentation by the Wrangell Friends of the Library – Kay Jabusch, Library Director; Renate Davies, Friends of the Library Treasurer; and Carol Rushmore, Friends of the Library President; presented a plaque to Cathy Schmidt for 30 + years of service as the President of the Friends of the Library.

### **AMENDMENTS TO THE AGENDA**

Amend the agenda to include the acceptance of the resignation from Assembly Member Privett from the Borough Assembly and to direct the Borough Clerk to advertise for letters of interest.

***Moved by Stough, seconded by Stokes, to accept the resignation from Assembly Member Bill Privett on the Borough Assembly and direct the Borough Clerk to advertise for letters of interest to fill the vacancy up until the next regular Borough Election to be held October 1, 2013. Motion approved unanimously by polled vote.***

Amend the agenda to include the following discussion items under New Business at the request of Assembly Member Stough:

- Garbage Dump (Landfill) Hours
- Fill Permit for the Boat Haulout Area
- Possible Purchase of Land on Peninsula Avenue

As there was no objection, these items were added as discussion topics under New Business.

### **CONFLICT OF INTEREST**

Assembly Member Christian declared a perceived conflict of interest to item #13a. He said that twenty percent of his wife's salary came out of the Thomas Bay Power Authority's Budget.

Declaration of conflict of interest for Christian for item #13a was granted.

## **CONSENT AGENDA**

***Moved by Christian, seconded by Stough, to approve Consent Agenda Items marked with an (\*) asterisk; 6a, 7a & 7b. Motion approved unanimously by polled vote.***

## **APPROVAL OF MINUTES**

\*6a Minutes of the Regular Assembly meeting held April 23, 2013

## **COMMUNICATIONS**

\*a Travel Summary for the period of January through March, 2013

\*b Minutes of the Regular TBPA Commission meeting held January 30, 2013

## **BOROUGH MANAGER'S REPORT**

Borough Manager Rooney's report was provided.

- Administrative – Senate Finance Committee, State's Capital Budget; Washington Update; Request from WCA to donate Wrangell Institute Property; Borough Land Entitlement; Technology Committee update; AK Marine Hwy. 50<sup>th</sup> Anniversary Documentary; Borough Manager's Timesheet
- Public Works – Free Dump Days; Household hazardous Waste; Street Clean-up
- Parks & Recreation – New Parks Director; Restrooms open
- Capital Projects – 300-Ton Marine Vessel Hoist; Cassiar Street, Road and Utility Improvements; Community Center Renovations; Community Garden Grants, Community Greenhouse; Heritage Harbor; Marine Service Center, Pier Structural Upgrades; Marine Service Center, Concrete Paving, Phase II; Trail Grant; Waterfront Armor Rock
- Convention & Visitors Bureau – Stikine River Birding Festival
- Electric Department – Spur Road Line Extension; FCC Licensing; Pat's Creek Power Line; Wind Data Collection; Power Plant

Manager Rooney reminded the Assembly and the listening public that the Manager's Report was available online and could also be emailed and/or mailed directly upon request.

Assembly Member Christian commented on the proposed City and Borough of Wrangell Municipal Land Entitlement conveyance and portions to be rejected, received by the State of Alaska, DNR. He stated that there was a process that the City could follow to file an objection to this decision.

Manager Rooney stated that in his report, he had noted that he and Ms. Rushmore would be reviewing the comments and would be responding to DNR. He further stated that it was his

and Ms. Rushmore's intention to see that the City received the all of the nine thousand plus acres that the City was entitled to.

Assembly Member Christian noted that the deadline for filing a response was May 1, 2013.

Mayor Jack said that it was his understanding that the lands that were not approved were not approved for specific reasons. He stated that if we did not receive the rejected lands, the City would have the opportunity to select other land to make up for the land that we did not receive.

Assembly Member Christian stated that there were not a lot of other options open for land.

Manager Rooney responded that Assembly Member Christian was correct and that he had contacted the person who wrote the letter to the City and that they had set up a phone call to discuss the options and express the concerns about the rejected parcels of land.

#### **BOROUGH CLERK'S FILE**

Borough Clerk Flores's report was provided.

Borough Clerk Flores noted that the Wrangell Medical Center Board packets and agendas were now available on the Borough website under the meeting date set for the WMC Board Meeting.

#### **MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS**

##### **10a Reports by Assembly Members**

Assembly Member Christian reported that since he was on the Wrangell Cooperative Association Board, so far over 650 people have been housed out for the Re-dedication. WCA is anticipating over 1000 people arriving in town for the event. He also thanked WCA for doing such a great job in organizing this event.

Assembly Member Stough reported that as the Assembly Liaison to the Wrangell Hospital Board, he had been appointed to serve on the Bylaws Policy & Ordinance Committee for the Wrangell Hospital Board.

Assembly Member Stough further reported that in reading the Ordinance passed by the Borough Assembly, the Assembly Liaison "shall" sit in all executive sessions of the Hospital Board.

##### **10b Formation of a Special Committee to be appointed by Mayor Jack – Special Energy Committee**

Assembly Member Stough asked if this committee would be a Special Committee or a long term Committee since he believed that there was a 60 or 90 day time limit.

Mayor Jack answered that a time limit was not mandatory. He said that this committee would remain in place until December 2014 or until the committee provided a final report to the Assembly, whichever came sooner.

Mayor Jack stated that the purpose of this Special Energy Committee was to review the Communities Memorandum of Understanding that formed SEAPA; to see if that was still appropriate for today or not and to bring a report back to the Assembly.

Mayor Jack recommended that the committee members work closely with the other communities involved and try to come to a consensus.

Assembly Member Christian read from the 2008 MOU and stated that the according to the language in the MOU, the committee was tasked with the following: *In exchange for the mutual promises contained herein and for other consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows: No later than December 31, 2014, they will jointly commission an independent analysis of the economics of the sale of individual projects and the break-up of the restructured Agency into the SEAPA. The analysis will consider the history of payments by each utility, the effects of the pooling arrangement, Utilities, any remaining debt owed on the Agency's purchase of the combined projects, the current value of the project proposed to be purchased, and such other factors as may be appropriate at the time of the analysis. The member Utilities agree to discuss in good faith the project sale and break-up based on such analysis. The parties understand that this MOU does not require any break-up or sale of projects, as any such break-up or sale of the Projects requires an amendment of the PSA (Power Sales Agreement), as well as approval by the governing bodies of each of the Member Utilities.*

Mayor Jack appointed the following people to serve on the Special Energy Committee:

- Assembly Member: Stough and McCloskey
- Staff Members (recommended by Borough Manager Rooney): Clay Hammer and Ron Paul
- There were no letters of interest received from the General Public
- Wrangell SEAPA Board Member: Brian Ashton
- TBPA Representative: David Galla

Mayor Jack requested that Assembly Member McCloskey Chair the Special Energy Committee.

Mayor Jack said that he would still like to see a member of the general public sit on the committee.

There were no objections to the appointments from the Assembly.

## **PERSONS TO BE HEARD**

**Randy Oliver, 3408 Zimovia Hwy.,** said that he would like there to be a discussion item on the next Agenda with regards to the contract that he had with the City; said that the City had said that Oliver Construction did not have a contract; yet the City termed the contract April 22<sup>nd</sup>, 2013; had spent many years trying to clean up the town; getting rid of junked cars to scrap iron to fence posts; dumped hundreds of thousands of dollars back into the community in contractors wages, consumables, fuel and freight; this has been done at no cost to the City; felt that City Manager and Director of Public Works had treated him unfairly; wanted the City to acknowledge that Oliver Construction had a contract with the City; said that theft had been occurring at the Landfill; only tin and light metal came in to the Landfill site.

Mr. Oliver stated that he had received a letter on this day, terminating his contract as of April 22, 2013. This would be the last day that he had to remove material from the Landfill and from Byfords, which had been an amendment to the main contract.

### **UNFINISHED BUSINESS**

**12a** PROPOSED ORDINANCE No. 868: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING WRANGELL MUNICIPAL CODE CHAPTER 13.12, PARKS, SPECIFICALLY SECTION 13.12.030 (A) and (B), CHANGING OVERNIGHT CAMPING AND OVERNIGHT PARKING REGULATIONS AND ESTABLISHING AN EFFECTIVE DATE (*second reading*)

***Moved by Stough, seconded by Christian, to approve second reading.***

Manager Rooney explained that this ordinance was to extend the overnight camping hours from 24 to 48 hours. He said that this was a result from requests from the Forest Service.

Assembly Member McCloskey asked if there were signs posted that stated the overnight camping hours.

Manager Rooney answered that the signs stated that the overnight camping hours were 24 hours, but that the signs would be changed to read 48 hours.

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

### **NEW BUSINESS**

**13a** Approval of Thomas Bay Power Authority FY 2014 Non-Net Billable Budget

Assembly Member Christian did not participate in this item as a potential conflict of interest had been established under "Conflict of Interest".

Manager Rooney clarified that the Assembly would be approving the TBPA FY 2014 Budget and not just the Non-Net Billable Budget.

***Moved by Stough, seconded by Stokes, to approve the Thomas Bay Power Authority FY 2014 Budget.***

Assembly Member asked if the rest of the Non-Net Billable language could be added to the motion.

Assembly Member Stough said that the motion as stated would help with the way that the budget was perceived with TBPA and SEAPA.

Mayor Jack asked Mr. Southland to speak to this item.

***Paul Southland, General Manager to TBPA, 114 Third Street***, stated that the Thomas Bay Power Authority was asking the City of Wrangell for one half of the Non-Net Billable portion of the TBPA Budget but the obligation under the O&M Agreement with SEAPA was that the Governing Bodies approve the entire budget.

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

*Assembly Member McCloskey left the meeting at 7:33 p.m.*

There were three items added to the Agenda under Amendments to the Agenda by Assembly Member Stough. These items were added to New Business as follows:

**1. Garbage Dump Hours**

Assembly Member Stough stated that he had brought up the garbage dump hours numerous times in the past while serving on the Council; felt that if the employees were at the dump at 8:00 a.m., they should be open for business; very inconvenient to have the dump open at noon; he had discussed this issue with the past City Manager; had not discussed this with the current Borough Manager yet.

Assembly Member Stough asked that this item be on the agenda for the next Regular Assembly meeting.

*There was no objection to this item being added to the Agenda for the next Regular Assembly meeting.*

**2. Fill Boat Haulout area from the garbage dump to the port dock**

Assembly Member Stough stated that at the last meeting there were questions about this; contract had been issued for the Waterfront Armor Rock fill. He further stated that if we were not filling the area, he did not want to see the permit go dead; City may want to develop that area in the future.

Assembly Member Stough asked that this item be on the agenda for the next Regular Assembly meeting.



*There was no objection to this item being added to the Agenda for the next Regular Assembly meeting.*

**3. Purchase of land for parking on Peninsula Avenue**

Assembly Member Stough explained that this was the lot adjacent to Delta Western on the South side; said that this was the lot that Dick Ballard had created; First Bank now owned it; lot size is about 29, 398 square feet; the City had never owned property or had parking on Peninsula Street; no parking except on the dock at the North end; perfect opportunity to purchase a piece of property to alleviate this problem.

Assembly Member Stough asked that this item be on the agenda for the next Regular Assembly meeting.

*There was no objection to this item being added to the Agenda for the next Regular Assembly meeting.*

**ATTORNEY'S FILE**

There was no Attorney's File.

**EXECUTIVE SESSION**

There was no Executive Session.

**ADJOURNMENT: 8:39 p.m.**

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

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

# Agenda Item 7

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013

#### **COMMUNICATIONS:**

INFORMATION: The Assembly may receive items for Communications, reasons only which do not require action. This is an avenue to keep the Assembly informed, for the public to enter items on the record, if necessary. The Assembly also receives agenda communications directly by their constituents, Borough Manager, other agencies' Officers and Department Directors.

**A MAIL BOX IS ALSO AVAILABLE IN THE BOROUGH CLERK'S OFFICE FOR EACH MEMBER OF THE ASSEMBLY AND SHOULD BE CHECKED ON A ROUTINE SCHEDULE.**

All items appearing under Communications on the Agenda have been approved under the Consent Agenda unless removed.

- \*a. Amendment to the March 26, 2013 Regular Assembly Minutes**
- \*b. School Board Action from the Regular School Board meeting held April 15, 2013**



# Memorandum

To: Honorable Mayor & Assembly Members  
From: Kim Flores, Borough Clerk  
Date: April 12, 2013  
Subject: Request to add verbatim language to the March 26, 2013 Regular Assembly Minutes

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**Mr. Daryl Gross asked that his verbatim testimony given under “Persons to be Heard” from the Regular Assembly Meeting regarding blueberry picking be added to the minutes of the March 26, 2013 meeting.**

## Suggested verbatim language to add to the March 26, 2013 Regular Assembly Meeting Minutes

Verbatim language taken from Mr. Daryl Gross under “Persons to be Heard”:

*“We do our subsistence of blueberry picking where they are going to cut all of the brush down. We have trees that have green moss in them. We have antibiotics that we make out of it. “*

*“It’s ruining our backyards, its ruining everything we do. It’s our way of subsistence life. It ruins the blueberry picking, everything. They take everything down, dead or alive. And they take brush, blueberry picking, everything.”*

**AGENDA**

76

4-23-13

**BOARD ACTION****WRANGELL PUBLIC SCHOOL BOARD  
REGULAR MEETING (PAGE 1)  
APRIL 15, 2013**

- Approved the agenda as presented
- Accepted the Minutes of the March 11, 2013 Regular Board Meeting
- Accepted the Minutes of the March 21, 2013 Special Board Meeting
- Removed the broken computers from the inventory data base
- Recessed into a Public Hearing re Goals, Strategic Plan and FY'2014 Budget
- Reconvened into Regular Session
- Amended the 2012-2013 School Calendar to add May 3 as an early release day
- Adopted the 2013-2014 School Calendar as presented
- Adopted the FY'2014 School Budget for submittal to the Borough Assembly
- Approved the application and acceptance of the Alaska School Salad Bar Mini Grant
- Accepted the Carl Perkins Secondary CTE Grant Award
- Accepted the Fourth R Evaluation Grant Award in the amount of \$1,000.00
- Accepted the Statewide Future Educators of Alaska Grant in the amount of \$7,300.00
- Accepted the Youth Risk Behavior Survey Grant Award in the amount of \$500.00
- Approved the Continuation Request for the Alaska Fresh Fruit and Vegetable Program
- Approved signing a Memorandum of Agreement with the Wrangell Teachers' Association to modify Appendix B of the 2013-2016 Negotiated Agreement
- Offered Non-tenured Teachers a teaching contract for the 2013-2014 school year as presented
- Approved the contract for Superintendent Rhodes as presented
- Offered Lisa Nikodym a contract addendum for the 2013-2014 school year
- Offered Fred Angerman, Maintenance Director a contract for 2013-2014 school year
- Offered Dixie Booker a contract for the position of Food Service Director
- Offered Ms. Therese Pempek a contract for the position of Housing Coordinator
- Offered Pam Roope, Business Manager a contract for the 2013-2014 school year

**WRANGELL PUBLIC SCHOOLS****FOR RELEASE: 2:00 PM  
APRIL 17, 2013**

**BOARD ACTION****WRANGELL PUBLIC SCHOOL BOARD  
REGULAR MEETING (PAGE 2)  
APRIL 15, 2013**

- Offered Dave Silva, Speech Pathologist a contract for the 2013-2014 school year
- Presented the Resignation/Retirement of Lori Bauer as an item of information
- Accepted the Resignation and allowed Sue Brown, Monty Bunes, Vickie Bunes-Taylor, Daniel Roope and E. Ray Stokes to participate in the Supplemental Employee Retirement Program at the end of the 2013-2014 school year
- Accepted Second Reading of Policy #4020, Drug, Tobacco & Alcohol-Free Workplace
- Accepted First Reading of Policy 4216, Probationary Status
- Reviewed Board Policy:
  - BP-4217.2, Resignation
  - BP-4218, Termination/Suspension/Disciplinary Action
  - BP-4222, Teacher Aides/Paraprofessionals
- Accepted Second Reading of Board Policy #7231, School Board Technology Usage
- Approved the Contract with SERRC for Psychology and Occupational Therapy Services
- Appointed the Advisory Committee Members
- Adjourned



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

**FROM: TIMOTHY D. ROONEY  
BOROUGH MANAGER**

**RE: BOROUGH MANAGER'S REPORT**

**DATE: April 19, 2013**

***DID YOU KNOW...***

***Supplemental Revenue Sharing was not included in the State of Alaska's budget for FY 2013-14. This represents a shortfall of \$250,000 for the City and Borough of Wrangell.***

**MANAGERIAL:**

**CAPITAL BUDGET** – As is communicated in the “Did You Know...” statement above, the State of Alaska’s budget for FY 2013-14 did not include Supplemental Revenue Sharing for municipalities in Alaska. For Wrangell, this represents a funding shortfall of approximately \$250,000 for the upcoming fiscal year. The final round of public testimony was accepted on Sunday, April 14, 2013 beginning at about 12:30 PM (the last day of the legislative session) and those that signed up to speak in support of Supplemental Revenue Sharing and other requested items to be included in Alaska’s Capital Budget were limited to one minute of testimony.

The Capital Budget did include a \$5,000,000 appropriation for the Evergreen Road Improvement and Pedestrian Access Project and a \$3,000,000 appropriation for Wrangell Airport Apron and Taxiway Rehabilitation. The Capital Budget has been transmitted to Governor Parnell and he has 20 days to sign the document.

**LEMONADE DAY** –In 2007, founder Michael Holthouse had a vision to empower today’s youth to become tomorrow’s entrepreneurs through helping them start, own and operate their very own business...a lemonade stand. Lemonade Day is a strategic 14-step process that walks youth from a dream to a business plan, while teaching them the same principles required to start any big company. Inspiring kids to work hard and make a profit, they are also taught to spend some, save some and share some by giving back to their community. Launched in Houston, Texas in 2007, Lemonade Day has grown from 2,700 kids in one city to 150,000 kids in 36 cities across America and Canada. With the help of partners like Google, Lemonade Day will bring this entrepreneurial experience to 1 million kids in 100 cities across America, sparking entrepreneurship and empowering youth in a way that’s never been done to scale.

***Borough Manager's Report***  
***April 19, 2013***  
***Page 2 of 4***

Lemonade Day first came to Alaska in 2011. Now in its third year, Lemonade Day Alaska has grown from 1,000 participants in its first year to an anticipated 3,500 registered youth statewide this spring. With generous support from Wells Fargo and others, Lemonade Day Alaska is ready for 2013 to be the most exciting Lemonade Day yet!

Lemonade Day in Wrangell has been scheduled for Saturday, May 11, 2013. An organizational meeting for children that would like to participate in Lemonade Day this year has been scheduled for Monday, April 29, 2013 at 6:00 PM at Evergreen Elementary School. An informational flyer regarding Lemonade Day is attached for your information and review.

WRANGELL COOPERATIVE ASSOCIATION – As reported in the April 9, 2013 Borough Manager's Report, the Wrangell Cooperative Association has submitted a letter to the Borough Assembly requesting that the Wrangell Institute Property be donated to WCA. This item has been placed on the April 23, 2013 meeting agenda for discussion at the request of WCA.

TECHNOLOGY COMMITTEE – The Technology Committee conducted its second meeting on Wednesday, April 10, 2013. The development of a draft policy was discussed and will be reviewed by the committee at their next meeting. The next meeting will be conducted on Wednesday, May 1, 2013 at 4:00 PM.

ALASKA MARINE HIGHWAY 50<sup>TH</sup> ANNIVERSARY DOCUMENTARY – Southeast Conference, in conjunction with the AMHS, Travel Alaska, and the Port of Bellingham, have sponsored a unique series of one-hour documentaries that celebrate the Alaska Marine Highway System. KTOO has produced the first program which provides a unique overview of the Alaska Marine Highway. The premier of the documentary occurred during the Southeast Conference Mid-Session Summit and will be airing on 360° North on Wednesday, April 24, 2013 at 9:00 PM and Sunday, April 28, 2013 at 9:00 PM.

A brief 2-minute video clip of the documentary has been added to the City and Borough of Wrangell's website at [www.wrangell.com](http://www.wrangell.com). Before the end of the year, the series of documentaries will air across the United States and Canada.

ALASKA MARINE HIGHWAY HOTEL SHIP – The City and Borough of Wrangell was notified on Monday, April 15, 2013 that the MV Taku will be serving as a hotel ship in Wrangell during the Chief Shakes Tribal House rededication event. The Taku will arrive in Wrangell on Thursday, May 2, 2013 and depart around Noon on Sunday, May 5, 2013. The email notification is attached for your information and review.

The Taku will be located at City Dock during its stay in Wrangell and the City will be providing water and refuse services. In order to make reservations for a cabin on the Taku, passengers will need to call or email Ms. Shannon Wiley directly at 907-465-8809 or [dot.amhs.customer@alaska.gov](mailto:dot.amhs.customer@alaska.gov).



**PUBLIC WORKS:**

FREE DUMP DAYS –The following “Free Dump Days” continue for the upcoming week:

- Tuesday, 4/23/13 through Saturday, 4/27/13 for free dumping of cars, appliances, and other metals at the Transfer Station.

HOUSEHOLD HAZARDOUS WASTE – The dates of the Household Hazardous Waste collection at the Transfer Station have been changed to Saturday and Sunday, June 8-9, 2013.

**CAPITAL PROJECTS:**

EVERGREEN ROAD IMPROVEMENTS AND PEDESTRIAN ACCESS PROJECT – The Department of Transportation conducted a public input meeting on Thursday, April 18, 2013 at 6:00 PM at the Nolan Center. At the meeting, representatives from the Department of Transportation answered questions and received public comments regarding the upcoming project.

The public has an opportunity to comment on the project through May 10, 2013. Comments on the proposal from interested persons will assist the DOT in completing the design and preparing the project's environmental documentation. You may provide written comments at the public meeting, or you can submit your comments to:

Chris Schelb, Environmental Analyst DOT&PF  
Southeast Region  
PO Box 112506  
Juneau, AK 99811-2506

Or via phone to: 465-4447, via E- mail to [chris.schelb@alaska.gov](mailto:chris.schelb@alaska.gov)

A comment sheet form is attached to this report for those wishing to make comments. Additionally, conceptual photos of the planned improvements as well as aerial photos of the entire project location can be viewed in the lobby of City Hall beginning on Monday, April 22, 2013.

**FINANCE:**

BUDGET – Mr. Jabusch is in the process of making final additions/corrections/deletions to the FY 2013-14 Budget. It is anticipated that the draft budget will be available for Borough Assembly review on or before April 29, 2013. At that time, a budget workshop will be scheduled to review the document with the Borough Assembly, followed by a public hearing to solicit public input prior to its adoption.

**CONVENTION AND VISITORS BUREAU:**

STIKINE RIVER BIRDING FESTIVAL – The Stikine River Birding Festival begins April 25-28, 2013 in Wrangell. Events this year include photo and bird calling contests, art exhibits, Stikine River tours, and other fun activities. A complete schedule of events for this year's festival is attached to this report. The festival was recently featured in the April issue of Alaska magazine as a must see event.

**ELECTRIC:**

SPUR ROAD LINE EXTENSION – On Thursday, April 18, 2013, staff energized the new Spur Road Line Extension. Ketchikan Ready mix has yet to be connected but there is some prep work that will need to be done on their part before that can happen. WML&P will work to accommodate them whenever they are ready to make final connection.

ANNUAL MAINTENANCE OUTAGE - SEAPA has notified the City and Borough of Wrangell regarding the annual maintenance outage. The dates that have been scheduled for Wrangell to switch to diesel power are Tuesday May 28, 2013 through Thursday June 6, 2013. The City and Borough of Wrangell will be asking residents to be especially thrifty with their power consumption during that period to minimize the fuel surcharge that will follow.

HEAT PUMPS - Staff has received the results of an extensive State funded study involving the use of heat pumps to provide an economical alternative to standard resistive style electric heat. Recent advances in heat pump technology have been proven to work very well in our region and can heat a home at only a small fraction of the monthly cost of standard resistant heat. Anyone interested in reviewing the study can pick up a copy at the WML&P office.

**ATTACHMENTS:**

1. Lemonade Day Flyer
2. Alaska Marine Highway Hotel Ship Notification
3. Evergreen Road Project Comment Sheets
4. Stikine River Birding Festival Schedule of Events



## How to Become an Entrepreneur in 6 Easy Steps!

1. Register for Lemonade Day 2013 by attending the organization meeting on Monday, April 29, 2013 at 6:00 PM at Evergreen Elementary.
2. Fill out necessary registration information that will be provided at the meeting and pick up your backpack.
3. Spend time doing the activities in the workbook provided when you register.
4. Return paperwork with your stand location to City Hall by Noon on Monday, May 6, 2013.
5. On **May 11, 2013** set up your stand and sell your product. Don't forget to HAVE FUN!
6. Calculate your business results and make sure to share them with us!

Lemonade Day is a FREE citywide community educational program designed to teach children how to start, own, and operated their own Business - a Lemonade Stand. This May, tens of thousands of children across the nation will set up lemonade stands in their communities, provide schools, businesses and families the opportunities to come together to help our next generation learn essential entrepreneurial skills and valuable life lessons.



## Tim Rooney

---

**From:** Adkins, Danielle J (DOT) [danielle.adkins@alaska.gov]  
**Sent:** Monday, April 15, 2013 11:25 AM  
**To:** wcatrube@gmail.com; Tim Rooney (tdrooney@wrangell.com); Carol Rushmore (ecodev@wrangell.com); tis@wrangellcooperative.com; apryl.hutchinson@gmail.com  
**Cc:** Leary, Richard D (DOT); Falvey, John F (DOT); Yost, Reuben M (DOT); Mason, Joanne E (DOT); Karvelas, Anthony G (DOT); Black, Jennifer A (DOT); McCloskey, Pamela C (DOT); Wiley, Shannon L (DOT)  
**Subject:** FW: AMHS hotel ship

Good Morning;

The MV Taku will now be available as a hotel ship in Wrangell for the Chief Shakes Tribal House rededication event. It will arrive at the city dock in Wrangell midday on Thursday, May 2<sup>nd</sup> and will be available to provide overnight accommodations on;

Thursday, 5/2/2013, (check-in after 4:00pm)

Friday, 5/3/2013

Saturday, 5/4/2013

The vessel will depart Wrangell on the morning of Sunday, May 5<sup>th</sup>, check-out will be by 11:00am.

The MV Taku has a total of 40 cabins and the following tariff structure has been applied.

15 – 2BF	\$99
17 – 2BI	\$89
2 – 2HF	\$99
6 – 4BF	\$125

No other amenities, such as food or beverage service, will be available on the vessel.

This service will be held in a restrict status within the AMHS reservations system so the public will not be able to access it online.

In order to make reservations for a cabin, passengers will need to call or email Shannon Wiley directly, at 907-465-8809 or [dot.amhs.customer@alaska.gov](mailto:dot.amhs.customer@alaska.gov).

Please share this information with any others in the community that I may have missed.

Thank you-

Danielle Adkins  
Marketing Manager  
Alaska Marine Highway System  
State of Alaska, DOT&PF

(907) 228-6836 telephone  
(907) 225-1513 Fax  
[danielle.adkins@alaska.gov](mailto:danielle.adkins@alaska.gov)

FerryAlaska.com

## The Seal of the State of Alaska is a circular emblem. It features a landscape with a large mountain range in the background, a body of water in the middle ground, and a small settlement with a church spire and a ship on the water. The words "THE SEAL OF THE STATE" are inscribed along the top arc, and "OF ALASKA" is inscribed along the bottom arc.



April 18, 2013

# Wrangell Evergreen Road Improvement & Pedestrian Access

[illegible]



# Stikine River Birding Festival

April 25-28, 2013  
Schedule of Events

## April 22 – April 28

### **All Day Classes at Wrangell Public Schools**

Guest artist Kathy Hocker will teach art classes for the students of Wrangell. Stop by the Nolan Center on the 25<sup>th</sup> to admire the students' artwork.

### **Photo Contest – FREE to enter**

Start taking photos! For detailed photo contest rules, go to [www.stikinebirding.org](http://www.stikinebirding.org). Entries due at the Nolan Center by 5:00pm, Tuesday, April 23, 2013. Winners will be announced at the Thursday night reception.

### **Bird Calling Contest- FREE to enter**

Work on your best duck or songbird call for our first annual SRBF Calling Contest on Friday! Go to [www.stikinebirding.org](http://www.stikinebirding.org) for details. Please sign-up beforehand with your bird of choice by emailing or calling Corree Delabruue ([csdelabruue@fs.fed.us](mailto:csdelabruue@fs.fed.us) or 874-7563) by 3pm April 25th. Both youth and adult contests, with fun prizes!

### **Kathy Hocker Art Exhibit - FREE**

Selected pieces of guest artist Kathy Hocker will be on display beginning on Thursday, April 25, 2013 at the James & Elsie Nolan Center. Sponsored by: US Forest Service

### **Available Daily - Charter Tours on the Stikine River**

Take a jet boat ride to enjoy wildlife and bird viewing in the beautiful setting of the Stikine-LeConte Wilderness. Contact local charter operators or Wrangell CVB at 800-367-9745. Advanced reservations required.



## Thursday - April 25

### **10:00 am– 11:00am Story Time – FREE**

Bring the little ones for readings from children's books. Located and Sponsored by: Irene Ingle Public Library

### **6:00 - 7:00 pm SRBF Reception and Book Signing- FREE**

Come by and meet our guest artist Kathy Hocker and guest speaker Vasily Baranyuk over snacks and refreshments. Admire both Kathy's art on display, as well as the work from local Wrangell students. Kathy will be signing copies of her books. Photo contest winners will be announced.

Location: Nolan Center

### **7:00 pm Vasily Baranyuk, "Snow Geese & Wildlife of Wrangel Island, Russia" – FREE**

Have you ever wondered where the snow geese you see in spring are heading? Don't

miss this opportunity to find out more about the snow geese breeding grounds of Wrangel Island, Russia, during a presentation from Russian biologist and accomplished photographer Vasily Baranyuk.

Location: James & Elsie Nolan Center

Sponsored by: US Forest Service

## Friday - April 26

### **9:00am Sitka Raptor Center Presentation to Evergreen Elementary School (for students)**





## Friday - April 26 cont.

**12:00pm -12:30pm Sitka Raptor Center  
Presentation to Seniors at the Senior Center**

**6:00 pm Bird Calling Contest – FREE**

It's time to polish up on your best bird imitations! Whether you can whistle like a thrush or honk like a goose, enter this fun, light-hearted contest for a chance to earn prizes!

Location: Evergreen Elementary School Gym

**7:00pm Sitka Raptor Center Public Presentation  
– FREE**

Come join us for a fun live bird presentation. Representatives from the Sitka Raptor Center are bringing two birds to share with the Community.

Location: Evergreen Elementary School Gym. Sponsored by: The City and Borough of Wrangell



## Saturday - April 27

**7:00am Breakfast with the Birds  
- FREE**

Join local author and birder Bonnie Demerjian on a morning bird walk. A continental breakfast is provided!

Location: Muskeg Meadows Golf Course

**10:15am – 12:15am Nature Sketching Workshop  
with Visiting Artist Kathy Hocker**

Learn the basics of nature sketching with the SRBF guest artist in an outdoor/indoor workshop. Materials supplied.

Cost: \$10. Location: Meet at the Evergreen Elementary School Music Room. Dress appropriately, may walk to Volunteer Park Trail.

**10:00 am – 12:00pm Archaeology Activity - FREE**  
Paint Tlingit designs on red cedar shingles using fish eggs.

Location: Covered Basketball Court by Evergreen Elementary. Sponsored by: US Forest Service

**10:00 am –12:00 Wrangell Community Market**

The first Community Market for 2013 will be held at the covered basketball court by Evergreen Elementary School. View various artists' handiwork and goodies for sale.

**1:00pm – 4:00pm Sketch the Stikine with Visiting  
Artist Kathy Hocker**

Join Kathy Hocker on a field trip on the Stikine River to practice nature sketching in a beautiful setting! Cost: \$125-Materials supplied.

RSVP: Summit Charters at 874-2402; advanced sign-up is required as the class is limited to 8 people. Location: Visiting Stikine River locations on the M/V Denali

**1:00pm – 2:00pm Critter  
Craft: Bird Feeders - FREE**

Stop by and make your very own bird feeder. Remember to bring your own hammer. Location: Outside the James & Elsie Nolan Center

Sponsored by: Angerman's Inc.

and Outlet & US Forest Service

**2:00pm – 3:00pm Bird Olympics – FREE Childrens'  
Activity**

Are you as fast as a peregrine? Hungry as a shorebird? Find out as we participate in the Bird Olympics! Prizes!

Location: Outside James & Elsie Nolan Center

**6:00 pm Ducks Unlimited Banquet with No Host  
Cocktails**

Dinner served at 7:00 pm. Raffles along with live and silent auctions following dinner. For more information or to buy tickets call Keene Kohrt at 907-874-3877.

Cost: Individuals \$60, Couples \$85; Includes membership. Location: The Elk's Lodge





# Agenda Item 9

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013

#### **BOROUGH CLERK'S FILE:**

##### Mark Your Calendar:

- 4/23-27      Annual Spring Clean-up Days: Metal  
*Free dumping of cars, appliances and other metals @ the transfer station.  
Visit [wrangell.com](http://wrangell.com) for more information.*
- 4/24      Economic Development Committee meets @ 6:30 pm in the Assembly Chambers
- 4/25-28      Stikine River Birding Festival  
*Visit [wrangell.com](http://wrangell.com) for more information.*
- 5/1      Parks & Recreation Committee meets @ 7 pm in the Assembly Chambers
- 5/2      Port Commission meets @ 7 pm in the Assembly Chambers
- 5/3 & 5/4      Chief Shakes Tribal House Rededication  
*Visit [wrangell.com](http://wrangell.com) for more information.*
- 5/9      Planning & Zoning Commission meets @ 7 pm in the Assembly Chambers
- 5/11      Wrangell's 61<sup>st</sup> Annual Salmon Derby Begins  
*Visit [wrangell.com](http://wrangell.com) for more information.*
- 5/13      Board of Equalization meets @ 7 pm in the Assembly Chambers
- 5/14      Borough Assembly Meeting @ 7 pm in the Assembly Chambers
- 5/15      Hospital Board Meeting @ 5:30 pm in the Nolan Center Classroom

Thank you,  
Kim Flores

# Agenda Items 10 a & b

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013

#### 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.

#### **Item 10a**

**Reports by Assembly Members**

#### **Item 10b**

**Appointment to fill the vacancy of Seat "E" on the Borough Assembly**

*There were three letters of interest received from:*

- *Kipha Valvoda*
- *Stephen Prysunka*
- *Christie L. Jamieson*

#### **RECOMMENDED ACTION**

I move to appoint \_\_\_\_\_ to fill the vacancy of Assembly Member Seat "B" on the Borough Assembly up until the next Borough Election to be held October 1, 2013

*Oath of office to be given by the Borough Clerk*

# **Agenda Item 10 c**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **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.

#### **Item 10c**

**Nominate Vice-Mayor**

#### **RECOMMENDED ACTION**

I move to nominate \_\_\_\_\_ for Vice-Mayor

**(There needs to be a second to the motion followed by a polled vote.)**

# Agenda Item 10 d

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013

#### 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.

#### **Item 10d**

#### **Appointment to fill the vacancy on the Planning & Zoning Committee**

*There were **no** letters of interest received*

Borough Clerk will continue to advertise for *letters of interest* to fill the vacancy.

# Agenda Item 10 e

## CITY & BOROUGH OF WRANGELL

### BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013

#### 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.

#### **Item 10e**

#### **Appointment of the General Public member to the Special Energy Committee**

*There was one letter of interest received from:*

- *Butch Schmidt*

#### Recommendation if not approved with the consent of the Borough Assembly:

**Motion:** Move to appoint \_\_\_\_\_ to fill the vacancy of the General Public Member on the Special Energy Committee

# **Agenda Item 12a**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY**

#### **AGENDA ITEM**

**April 23, 2013**

#### **INFORMATION:**

#### **Discussion and Possible Action relating to the Landfill (Transfer Station) Hours**

#### **Attachments:**

1. Memorandum from Borough Manager Rooney, dated April 15, 2013

#### **RECOMMENDED ACTION:**

Assembly Discussion.

## MEMORANDUM

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

**FROM: TIMOTHY ROONEY  
BOROUGH MANAGER**

**SUBJECT: HOURS OF OPERATION  
WRANGELL WASTE TRANSFER STATION**

**DATE:** April 15, 2013

### **BACKGROUND:**

At the April 9, 2013 Borough Assembly meeting, Assemblyman Stough requested that the hours of operation for the Wrangell Landfill (Waste Transfer Station) be reviewed by the Borough Manager and placed on the April 23, 2013 meeting agenda for discussion and possible action by the Borough Assembly.

The current hours of operation for the above referenced facility are as follows:

- Tuesday through Friday, 8:30 AM to 9:30 AM and Noon to 4:00 PM
- Saturday, 9:00 AM to 11:30 AM and 12:30 PM to 4:30 PM
- The facility is closed on Sunday and Monday

These hours of operation have been in existence since October of 2000.

The facility is closed on Monday so that it can be open on Saturday, thus allowing the facility to be operated with two full time employees. One employee operates the garbage truck Monday through Friday, while the other employee operates the transfer station Tuesday through Saturday. The employees trade shifts every two weeks.

The transfer station is closed two hours each morning Tuesday through Friday to allow the station attendant to leave the office to take care of a number of daily duties including but not limited to the following:

- Lighting, cleaning up, and consolidating the burn pile
- Consolidating the metal pile
- Loading garbage into the shipping container
- Placing and collecting cans and dumpsters as customer accounts change
- Assembling dumpsters and cans
- Daily cleaning and greasing of equipment, both at the transfer station and at the City garage
- Cleaning the transfer facility
- Performing required DEC sampling and testing of water leaving the landfill
- Performing DEC mandated site inspections of the landfill
- Purchasing any necessary supplies



- As soon as recycling equipment is purchased, the landfill attendant will need to find time to operate this equipment as well.

Many of these duties require the facility attendant to leave the facility, while other duties require the attendant to be operating the excavator or other heavy equipment. These pieces of equipment can create safety issues in the event that the public were able to access the facility during their use, hence yet another reason for the closure of the facility for two hours each morning.

There are only a few paying customers at the transfer facility each day and current refuse rates have been established based on the existing hours of operation. Extending hours of operation, without the demand for doing so, would result in increased costs and those costs being passed down to the customers, decrease operational flexibilities, and create potential safety risks not currently experienced.

**RECOMMENDATION:**

Upon my review of the operating hours of the Transfer Facility, as well as the reasons for the daily closures, I recommend the hours remain unchanged.

# **Agenda Item 12b**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY**

#### **AGENDA ITEM**

**April 23, 2013**

#### **INFORMATION:**

#### **Discussion and Possible Action relating to the Fill Permit for the Boat Haulout area**

#### **Attachments**

1. Memorandum from Borough Manager Rooney, dated April 15, 2013
2. Department of the Army Permit Modification POA-1990-114-M7, dated November 2, 2012
3. NOAA Permit Completion Notice – Port Fill, dated January 19, 2012

#### **RECOMMENDED ACTION:**

Assembly Discussion.

## **MEMORANDUM**

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

**FROM: TIMOTHY ROONEY  
BOROUGH MANAGER**

**SUBJECT: PORT STAGING AREA FILL PERMIT**

**DATE:** April 15, 2013

### **BACKGROUND:**

At the April 9, 2013 Borough Assembly meeting, Assemblyman Stough asked that the fill permit for the Port Staging Area be placed on the agenda for discussion purposes.

The permit is attached for your information and review. It expires at the end of October, 2017.

### **ATTACHMENTS:**

1. Port Staging Area Fill Permit
2. Completion Notice with Anticipated Completion date of May 2017



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, ALASKA  
REGULATORY DIVISION  
P.O. BOX 6898  
JBER, ALASKA 99506-0898

NOV 19 2007

Regulatory Division  
POA-1990-114-M7

DEPARTMENT OF THE ARMY  
PERMIT MODIFICATION

Department of the Army permit number POA-2011-326-R, Zimovia Strait, was issued to the City of Wrangell on May 3, 2007, to place 122,158 cubic yards of shot rock and 1,765 cubic yards of riprap in 3.4 acres of intertidal waters. The project site is located within section 25, T. 62 S., 83 E., Copper River Meridian; Latitude 56.4363° N., Longitude 132.5636° W., in Wrangell, Alaska.

This is the seventh modification of the original permit. In accordance with your request, General Condition No. 1 of the permit is hereby amended to read as follows:

The time limit for completing the work authorized ends on **October 31, 2017**. If you find that you need more time to complete the authorized activity, please submit your request for a time extension to the Corps of Engineers for consideration at **least one month before** permit expiration.

All conditions under which the subject authorization was made remain in full force and effect.

This authorization should be attached to the original permit. Also enclosed is a Notice of Authorization that should be posted in a prominent location near the authorized work.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

*Shannon Morgan*

*for*

Heather Boyer  
Project Manager



**This notice of authorization must be  
conspicuously displayed at the site of work.**

United States Army Corps of Engineers  
Zimovia Strait

A permit to: PLACE 123,923 CUBIC YARDS OF MATERIAL IN 3.4 ACRES FOR PORT  
STAGING AREA EXPANSION

at: LATITUDE 56.4363° N., LONGITUDE 132.5636° W., IN WRANGELL, ALASKA

has been issued to: CITY OF WRANGELL

on: NOV 02 2017 and expires on: OCTOBER 31, 2017

Address of Permittee: POST OFFICE BOX 531, WRANGELL, ALASKA 99929

Permit Number:

POA-1990-114-M7

FOR: Shannon Magan  
District Commander  
Heather Boyer  
Project Manager  
REGULATORY DIVISION

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

(Proponent: CECW-O)



City & Borough of Wrangell  
P.O. Box 531  
Wrangell, AK 99929

Attachment 12b - 3

JAN 19 2012

### Permit/Public Notice Completion Report

Based upon a U.S. Army Corps of Engineers, ALASKA District permit or public notice issued to you, the Department of Commerce, National Ocean Service, requests your assistance to provide information for our nautical charting effort, in the interest of safe navigation.

Permit/Public Notice #: POA-1990-114-R Date Issued: 5/15/2006  
Nautical Chart Number: 17384 2708 Waterway: Zimovia Strait, AK

Summary of the structures or work the permit was authorized for: Increase port staging area for barges.

Please complete the following checklist, filling in all appropriate blanks:

1. Date project was started August 2011
2. If incomplete, please estimate the date the project will be completed May 2017
3. Date project was completed N/A
4. Was the project completed as planned based on the permit issued? (YES) (NO)
5. If construction is complete, please provide AS-BUILT drawings with geographic control (latitude/longitude, state plane coordinates, horizontal datum-NAD27 or 83), survey date and any other relevant information.  
**Digital data is preferred** (.txt or .xyz format, .pdf files, CAD, GIS etc.)
6. If the construction plan has changed, please provide a plan with the changes made or indicate what changed from the original plan.
7. Did the project involve dredging? (YES) ☒ (NO)  
**If yes, please provide a dated copy of a detailed after-dredge survey or a controlling depth for the dredged area. Please specify geographic control, horizontal datum, vertical datum (NOS charts are referenced to MLLW), and survey date.**
8. Completed form (may be scanned and submitted digitally)

If you have additional remarks, please write them on the back of this form.

Please provide an e-mail address and a phone number where you can be reached during normal business hours.

Area Code (907) 874 - 3736

E-mail harborgreg@aptalaska.net

Please print your name and title Greg Meissner

If you have any questions regarding this inquiry, please call the Nautical Data Branch at 301-713-0388 x 122 or email ocs.ndb@noaa.gov. Please include any additional information on the reverse side of this form. Thank you for your assistance. Please return this inquiry to either of the following addresses:

Digital Submissions:	Traditional Mail:
<u>ocs.ndb@noaa.gov</u>	Department of Commerce, NOAA Nautical Data Branch N/CS261, Station 7331 1315 East-West Highway Silver Spring, MD 20910
Subject: Permit #	



# **Agenda Item 12c**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY**

#### **AGENDA ITEM**

**April 23, 2013**

#### **INFORMATION:**

**Discussion relating to the possible purchase of a Peninsula Avenue vacant lot**

#### **Attachments:**

1. Memorandum from Borough Manager Rooney, dated April 17, 2013
2. Parking Lot Lease Agreement between CBW and First Bank

#### **RECOMMENDED ACTION:**

Assembly Discussion.

## **MEMORANDUM**

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

**FROM: TIMOTHY ROONEY  
BOROUGH MANAGER**

**SUBJECT: 1413 PENINSULA STREET  
LOTS 5 & 6, BLOCK 84, WRANGELL TOWNSITE**

**DATE:** April 17, 2013

### **BACKGROUND:**

At the April 9, 2013 Borough Assembly meeting, Assemblyman Stough requested that the above described property be listed on the Borough Assembly agenda for discussion and possible action relating to purchasing the property for parking.

In 2011, the City and Borough of Wrangell entered into a Lease Agreement with First Bank, the current owner of the property. First Bank had obtained the property from the previous owner due to foreclosure. The lease, attached for your information and review, is a month-to-month lease for \$347.92 and is for the purpose of providing parking.

In 2011, First Bank was asking \$325,000 for the purchase of the property. On April 16, 2013, I contacted Mr. Jeremy Weber regarding the current asking price for the property. Mr. Weber responded that the current asking price is \$225,000.

The most recent appraisal of the property indicates a value of \$165,900. Current property tax collections on the property equal \$2,115.23 annually.

### **ATTACHMENTS:**

1. Parking Lot Lease



## PARKING LOT LEASE AGREEMENT

A. Parties. The parties to this agreement are First Bank of 2030 Sea Level Drive, Suite 100, Ketchikan, Alaska 99901 ("First Bank") and the City of Wrangell of PO Box 531 Wrangell, Alaska 99929 ("Tenant").

B. Subject Matter. This Agreement pertains to the lease of real property located in Wrangell, Alaska ("Property") by First Bank to Tenant for use as a parking lot.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, they now agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Property. First Bank does lease to Tenant the following described premises located in the city of Wrangell described as follows:

A parcel of land whose address is 1413 Peninsula Street, Wrangell Alaska, 99929 containing approximately 13,838 sq. ft.

More accurately described as: All of Lots Five (5) and Six (6) in Block Eighty-Four (84) of the Townsite of Wrangell, Alaska according to the U.S. Survey No. 1815 for Wrangell Indian Possessions, accepted February 7, 1931 and on file in the U.S. General Land Office. Located in the Wrangell Recording District, First Judicial District, State of Alaska.

3. Term. The term of this Agreement is month-to-month, commencing November 1, 2011, subject to execution of this Agreement by both parties and shall continue thereafter until either party gives thirty (30) days written notice of its intention to termination the Agreement.

4. Rent. Tenant shall pay First Bank rent in the amount of Three Hundred Forty Seven and 92/100 Dollars (\$347.92) for each thirty (30) day period, in advance. Rent for any partial thirty (30) day period shall be pro rated.

5. Parking Rights. Tenant shall have the right to park passenger vehicles on the Property described above.

6. Permitted Uses. The Property shall be used by Tenant only for the purposes of operating a parking lot and for no other use or purpose without First Bank's prior written consent,

which shall be granted or withheld in First Bank's sole discretion. The Tenant shall comply with all laws, ordinance, codes and regulations regarding the Property and the permitted use upon the Property.

7. Improvements and Repairs. Tenant shall make no improvements to the Property without prior written consent of First Bank. Tenant shall be responsible for all repairs, maintenance or improvements to the Property as necessary and appropriate during the term of this Agreement.

8. Snow Removal. Tenant shall be responsible for snow removal.

9. Security, Risk of Loss and Indemnity. Tenant shall be responsible for providing such security at the Property as it deems reasonable and appropriate under the circumstances. Tenant shall also be solely responsible for any loss of or damage to any vehicle stored on the Property and personal injuries suffered by any party parking a vehicle on the Property. Tenant shall indemnify, defend and hold First Bank harmless from any and all claims of any nature or kind arising in any way at any time out of parking of vehicles on the Property, provided, however that Tenant shall not be required to indemnify First Bank for loss, injury, death or damage arising by reason of the gross negligence or intentional misconduct of First Bank, its agents, or employees

10. Contamination of the Real Property. Tenant shall be responsible for any contamination of the Property resulting from its use of the Property as a parking facility. Tenant shall be responsible for removing and properly disposing of any hazardous substances or wastes (as identified under State and Federal Law) deposited on the Property as a result of parking vehicles on the Property during the term of this agreement and shall return the Property upon termination of this Agreement in the same condition that existed at the commencement hereof.

11. Insurance. During the term of this Agreement, Tenant will secure comprehensive general liability insurance coverage covering claims arising out of use of the Property by Tenant or its contractors, subcontractors, guests, invitees or customers. Coverage will extend to personal injury and damage to personal property and improvements located on the Property. Personal injury coverage will be in the amount of not less than one Million and 00/100 Dollars

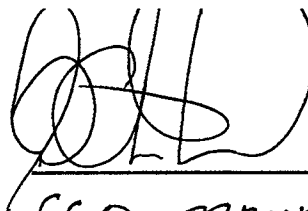
(\$1,000,000.00) in the aggregate. Coverage for property damage will be at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00). First Bank shall be named as an additional insured under each policy. Upon request, Tenant will provide reasonable proof that all required insurance is in full force and effect.

12. Miscellaneous. This Agreement reflects the entire Agreement of the parties and supersedes all prior discussions and understandings between them. This Agreement shall not be modified except in writing signed by or on behalf of each of the parties hereto. Neither party may assign its rights or obligations under this agreement without the express prior written consent of the other party. Failure of any party to require strict performance by any other party of any of the provisions, warranties, terms or conditions of this agreement will not be deemed a waiver or diminishment of any right of such party to demand strict performance of the agreement thereafter. This Agreement shall be construed under the laws of the State of Alaska and shall be binding upon each party and its successors and assigns. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any and all actions of any kind and any nature arising out of or related to this Agreement. If, at any time, any party shall employ counsel in connection with the enforcement of its rights under the terms of this agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs incurred with respect to pursuing such rights. Time is made of the essence of this Agreement. Each party warrants to the other that this Agreement and the transactions contemplated hereby has been or will be duly authorized, executed and delivered and that this Agreement and all existing documents and those executed in conjunction herewith constitute valid and legally binding obligations of each party and are enforceable against them in accordance with their respective terms. Each party agrees to execute such additional documents as the other party may reasonably deem necessary to complete the transactions contemplated by this Agreement. Each party has had an adequate opportunity to have this Agreement reviewed by counsel of its own choosing. This Agreement shall not be construed against the party which prepared it.

First Bank

Dated: October 31, 2011

By:



Its:

CCO, MANAGER

City of Wrangell

Dated: October 31, 2011

By:



Its:

Borough Manager

# **Agenda Item 13a**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **INFORMATION:**

**PROPOSED RESOLUTION NO. 04-13-1273: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARITICIPATION AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) OF ALASKA BY UPDATING AND CORRECTING PREVIOUS AMENDMENT NUMBER SIX; AND PROVIDING FOR AN EFFECTIVE DATE**

#### **Attachments:**

1. Memorandum from Jeff Jabusch, Finance Director dated April 15, 2013
2. Proposed Resolution No. 04-13-1273
3. PERS Participation Agreement Amendment no. 7

#### **RECOMMENDED ACTION:**

Move to adopt resolution.

## **MEMORANDUM**

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

**FROM: JEFF JABUSCH  
FINANCE DIRECTOR**

**SUBJECT: AMENDMENTS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM  
AND SUPPLEMENTAL BENEFITS SYSTEM**

**DATE:** April 15, 2013

### **BACKGROUND:**

In January of this year, an audit was conducted by the State of Alaska Department of Administration. The audit was centered on the State's retirement systems and social security. There were a handful of items that needed to be addressed that were included in the audit report. Two of the items involved wording problems with our PERS and SBS agreements. The attached Resolutions will amend and resolve those problems.

All of the other audit items have been resolved to the satisfaction of the state auditor. Most of these were small items and several items identified in the audit were found not to be a problem after the necessary documentation was provided to that office.

The attached resolutions and amendment forms are required to be approved in order to make the changes needed. The resolutions describe why the change is needed.

### **RECOMMENDATION:**

Move to approve Resolution No. 04-13-1273 and Resolution No. 04-13-1274 in order to bring our participation agreements with Public Employee Retirement System and Supplemental Benefits System into compliance with the State of Alaska Department of Administration.

### **ATTACHMENTS:**

1. Resolution No. 04-13-1273
2. Resolution No. 04-13-1274

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-13-1273

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARITICPATION AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) OF ALASKA BY UPDATING AND CORRECTING PREVIOUS AMENDMENT NUMBER SIX; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City and Borough of Wrangell, a political subdivision of the State of Alaska, entered into a participation agreement with the Public Employees Retirement System on January 1, 1974; and

**WHEREAS**, the City and Borough of Wrangell adopted resolution number 01-12-1242 and PERS agreement amendment number six for the sole purpose of exempting the position of Project Manager from PERS participation; and

**WHEREAS**, a clerical error was made in typing the language in the PERS amendment number 6 that would have excluded from PERS permanent part-time employees working from 15 to 30 hours per week; and

**WHEREAS**, permanent part-time employees have always been part of the participation agreement and our intent was to continue their participation and to correct the amendment number 6 error.

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

Section 1. The political subdivision wishes to change subparagraph A (2) on page 2 of the PERS participation Agreement to read as follows: The Political Subdivision agrees that (optional): All permanent full-time employees (those whose positions normally require 30 or more hours of work each week) and that all permanent part-time employees (whose positions normal require 15 or more but less than 30 hours of work each week) will participate in the PERS.

Section 2. This updates and corrects Amendment #6 in which permanent part-time employees were intended to continue participation in the PERS.

Section 3. This resolution shall become effective on May 1, 2013.

ADOPTED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Kim Flores, Borough Clerk

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

# PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Division of Retirement and Benefits  
 PO Box 110203 Juneau, AK 99811-0203  
 Phone: (907) 465-4460  
 Fax: (907) 465-3086

## PARTICIPATION AGREEMENT AMENDMENT NO. 7

The Public Employees' Retirement System (PERS) Participation Agreement entered into between the State of Alaska (hereafter referred to as the State) and the **City and Borough of Wrangell** (employer name) on **January 1, 1974** and approved by the State on \_\_\_\_\_ (date) \_\_\_\_\_ (date)

is amended effective **May 1, 2013** (date), by changing subparagraph **A (2)**

on page **2** to read as follows:

The Political Subdivision agrees that (optional): All permanent full-time employees (those whose positions normally require 30 or more hours of work each week) and that all permanent part-time employees (whose positions normally require 15 or more but less than 30 hours of work each week) will participate in the PERS except for the following employees: Wrangell Medical Center (Hospital) employees, Borough Manager position, seasonal employees, all temporary employees, non-permanent and elected officials and the position of project manager are all exempt.

This updates and corrects Amendment #6 in which permanent part-time employees were intended to continue participation in the PERS.

\_\_\_\_\_  
*Authorized Representative Signature*

\_\_\_\_\_  
 Timothy Rooney  
*Authorized Representative Name (please type/print)*

\_\_\_\_\_  
 Borough Manager  
*Authorized Representative's Title*

**Approved:**

\_\_\_\_\_  
*Administrator*

\_\_\_\_\_  
*Date*



# **Agenda Item 13b**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **INFORMATION:**

**PROPOSED RESOLUTION NO. 04-13-1274: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARITICIPATION AGREEMENT WITH THE SUPPLEMENTAL BENEFITS SYSTEM (SBS) OF ALASKA; AND PROVIDING FOR AN EFFECTIVE DATE**

#### **Attachments:**

1. Memorandum from Jeff Jabusch, Finance Director dated April 15, 2013
2. Proposed Resolution No. 04-13-1274
3. SBS Participation Agreement Amendment no. 1

#### **RECOMMENDED ACTION:**

Move to adopt resolution.

## **MEMORANDUM**

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

**FROM: JEFF JABUSCH  
FINANCE DIRECTOR**

**SUBJECT: AMENDMENTS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM  
AND SUPPLEMENTAL BENEFITS SYSTEM**

**DATE:** April 15, 2013

### **BACKGROUND:**

In January of this year, an audit was conducted by the State of Alaska Department of Administration. The audit was centered on the State's retirement systems and social security. There were a handful of items that needed to be addressed that were included in the audit report. Two of the items involved wording problems with our PERS and SBS agreements. The attached Resolutions will amend and resolve those problems.

All of the other audit items have been resolved to the satisfaction of the state auditor. Most of these were small items and several items identified in the audit were found not to be a problem after the necessary documentation was provided to that office.

The attached resolutions and amendment forms are required to be approved in order to make the changes needed. The resolutions describe why the change is needed.

### **RECOMMENDATION:**

Move to approve Resolution No. 04-13-1273 and Resolution No. 04-13-1274 in order to bring our participation agreements with Public Employee Retirement System and Supplemental Benefits System into compliance with the State of Alaska Department of Administration.

### **ATTACHMENTS:**

1. Resolution No. 04-13-1273
2. Resolution No. 04-13-1274

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 04-13-1274

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARTICIPATION AGREEMENT WITH THE SUPPLEMENTAL BENEFITS SYSTEM (SBS) OF ALASKA; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City and Borough of Wrangell, a political subdivision of the State of Alaska, entered into a participation agreement with the Supplemental Benefits System (SBS) on February 1, 2009; and

**WHEREAS**, the City and Borough of Wrangell was audited by the State Department of Administration, Division of Retirement and Benefits; and

**WHEREAS**, the audited identified some participation agreement language that needed to be changed and updated so as to make clear and simplify and this amendment accomplishes this task.

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

Section 1. The political subdivision wishes to change subparagraph A (4) on page 2 of the SBS participation Agreement to read as follows: Groups that will be covered are: Employees eligible for inclusion in the SBS are employees enrolled in the Public Employees Retirement System (PERS).

Section 2. This resolution shall become effective on May 1, 2013.

ADOPTED: \_\_\_\_\_

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

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

**SUPPLEMENTAL BENEFITS SYSTEM**

Division of Retirement and Benefits  
PO Box 110203 Juneau, AK 99811-0203  
Phone: (907) 465-4460  
Fax: (907) 465-3086

**PARTICIPATION AGREEMENT AMENDMENT NO. 1**

The Supplemental Benefits System (SBS) Participation Agreement entered into between

the State of Alaska (hereafter referred to as the State) and the **City and Borough of Wrangell**  
(employer name)

on **February 1, 2009** and approved by the State on \_\_\_\_\_  
(date) (date)

is amended effective **May 1, 2013**, by changing subparagraph **A (4)**  
(date)

on page **2** to read as follows:

Groups that will be covered are:

    X     Employees eligible for inclusion in the SBS are employees enrolled in the Public  
Employees' Retirement System (PERS).

\_\_\_\_\_

\_\_\_\_\_  
***Authorized Representative Signature***

\_\_\_\_\_  
***Authorized Representative Name (please type/print)***

\_\_\_\_\_  
***Authorized Representative's Title***

***Approved:***

\_\_\_\_\_  
***Administrator***

\_\_\_\_\_  
***Date***

# **Agenda Item 13c**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **INFORMATION:**

#### **Discussion and possible action relating to the contract for Oliver Construction**

#### **Attachments:**

- Memorandum from Borough Manager Rooney, dated April 17, 2013
1. Agreement for Services dated November 30, 2009
  2. Contract Amendment, effective February 12, 2010
  3. Termination of Agreement for Services Letter, dated April 5, 2013

#### **RECOMMENDED ACTION:**

Assembly Discussion.

## **MEMORANDUM**

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

**FROM: TIMOTHY ROONEY  
BOROUGH MANAGER**

**SUBJECT: MR. RANDY OLIVER  
REQUEST TO BE PLACED ON APRIL 23, 2013 AGENDA**

**DATE:** April 17, 2013

### **BACKGROUND:**

At the April 9, 2013 Borough Assembly meeting, Mr. Randy Oliver requested that his contract with the City and Borough of Wrangell be placed on the April 23, 2013 agenda for discussion.

The City and Borough of Wrangell entered into a contract with Mr. Oliver in November of 2009 for the purpose of providing scrap metal disposal in advance of the closing of the Landfill. An amendment to that contract was agreed to by both parties in February of 2010 to also include the removal of meal products from the Old Byford Junkyard. The term of the original contract was for 90 days from receipt of the notice to proceed.

Mr. Oliver was obviously unhappy with the current contract arrangement, and the City's position was that there was no longer a contract in effect based on the term of the original contract. It became clear to me that our positions were not going to change. With that in mind and giving the benefit of the doubt to Mr. Oliver that according to him the City and Borough of Wrangell still had a contract with him, the City and Borough of Wrangell exercised its contractual right to terminate the contract upon written notice to Mr. Oliver. That notice was provided to Mr. Oliver and there will no longer be a contract between the two parties effective April 22, 2013.

It is staff's intent to develop a new RFP for these services to address many of the concerns of both Mr. Oliver and the City and Borough of Wrangell.

### **ATTACHMENTS:**

1. Original Contract dated November 30, 2009
2. Contract Amendment dated February 12, 2010
3. Notice of Termination

## AGREEMENT FOR SERVICES

THIS AGREEMENT, FOR Scrap Metal Disposal made and entered into this 30<sup>th</sup> day of November, 2009, by and between City and Borough of Wrangell (hereinafter called "Owner") and Oliver Construction, whose address is: P.O. Box 121, Wrangell, Alaska 99929, and licensed and qualified to do business within the State of Alaska, hereinafter called "CONTRACTOR".

### RECITALS

- (a) The OWNER desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1.
- (b) CONTRACTOR represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services, and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

See Exhibit "A" – Proposal dated November 2, 2009

Insert one of the following as appropriate:

- a. A corporation organized and existing under the laws of the State of \_\_\_\_\_, \_\_\_\_\_ (address)
- b. an individual, \_\_\_\_\_ (address)
- c. A partnership, composed of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (address)

(Sections 10 and 15 may be deleted for particular contracts.)

Section 1: Agreement to Perform. The OWNER hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to

accomplish all of the following work set forth in Exhibit A dated November 2, 2009.

Section 2: Time for Completion of Work. Upon receiving a written Notice to Proceed, the work called for in this agreement shall be performed and completed as follows: "Project shall be completed within 90 days of written notice to proceed."

Section 3: Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, the OWNER shall pay the CONTRACTOR as follows: "Owner shall pay Contractor Zero (-0-) Dollars. Contractor shall be entitled to keep whatever profits are derived from contractor's sale of scrap metal removed during project."

Section 4: No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the CONTRACTOR, will be allowed or paid by the OWNER and CONTRACTOR expressly waives any claim therefore.

Section 5: CONTRACTOR Qualified. The CONTRACTOR expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 6: Independent Contractor. The parties hereto expressly agree that the CONTRACTOR shall be and is an independent contractor and is not an employee or agent of the OWNER, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to OWNER'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the CONTRACTOR, it being understood that the CONTRACTOR is solely responsible therefor, provided OWNER shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

Section 7: Termination.

(a) Termination for Cause. This agreement may be terminated in whole



or in part in writing by OWNER in the event of failure by CONTRACTOR to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(b.) Termination for Convenience of OWNER. This agreement may be terminated in whole or in part in writing by the OWNER for OWNER'S convenience provided the CONTRACTOR is given not less than Fourteen (14) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(c) In the event termination is for the convenience of the OWNER pursuant to (b) above the CONTRACTOR shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate, and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, and the OWNER shall not be liable or responsible for any loss of profits or any other damages, amounts, or payments whatsoever to the CONTRACTOR.

(d) Upon receipt of a termination notice, the CONTRACTOR shall promptly discontinue all services and deliver or otherwise make available to the OWNER all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the CONTRACTOR in performing this agreement, whether completed or in process.

(e) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 7 shall be due or payable to CONTRACTOR in the event of termination.

Section 8: Conflict of Interest. The CONTRACTOR covenants, warrants, and represents that the CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. The CONTRACTOR further covenants, warrants, and represents that in the performance of this agreement, no person having any such interest shall be employed.

Section 9: Hold Harmless and Indemnity. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence

of client and consultant, they shall be borne by each party in proportion to its neglect.

#### Section 10: Insurance

Consultant shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Consultant and the City against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

(a) Insurance in at least the required statutory amounts covering claims Workers' Compensation, disability benefits and other similar employee benefit acts; and

(b) Public liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$100,000.

#### Section 11: Independent Contractor: No Authority to Bind OWNER.

The parties hereto agree that CONTRACTOR is an independent CONTRACTOR and is not, and shall not be construed to be a partner, joint venture, employee or agent of the OWNER and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of the OWNER.

Section 12: Assignment and Subletting Prohibited. The CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall the CONTRACTOR delegate any of his/her/its duties hereunder without the prior written consent of the OWNER. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting, or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the OWNER.

Section 13: Notice. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

**OWNER:** City and Borough of Wrangell  
P.O. Box 531  
Wrangell, Alaska 99929

**CONTRACTOR:** Oliver Construction  
P.O. Box 121  
Wrangell, Alaska 99929

Section 14: Equal Employment Opportunity.

(a) The CONTRACTOR shall not discriminate against any employee, applicant for the employment, or subcontractor because of race, color, religion, national origin, ancestry, age, or sex. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post notices in conspicuous places available to employees and applicants for employment and to state in all solicitations for contract jobs setting forth the provisions of this nondiscrimination clause.

(b) The CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this agreement, and said CONTRACTOR will comply promptly with all request and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(c) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause.

Section 15: Worker's Compensation Coverage. The CONTRACTOR, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the OWNER and the State of Alaska with proof, furnished by the insurance carrier, of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation coverage, the State will implement the

provisions of AS 23.30.045 © and the OWNER, at its option, may terminate this agreement for cause without liability.

Section 16: Ownership and Use of Documents. All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of the Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client (City) a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of and such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Section 17: Miscellaneous.

(a) Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of OWNER and an independent contractor.

(b) Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver or any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Wrangell, First Judicial District, Alaska.

(e) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

(g) Compliance with Laws and Regulations. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project or work to be performed, and shall faithfully observe in the performance of this agreement, all local, state, and federal laws, ordinances and regulations now in force or which may hereafter be in force.

(h) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by CONTRACTOR shall be construed to be both a covenant and a condition.

(i) Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.

(j) Entire Agreement. This agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

(k) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 18: Maximum Amount of Contract. CONTRACTOR acknowledges and agrees OWNER'S funding is of a limited nature and source and OWNER shall in no event be liable for payment of any amounts under this agreement, or otherwise, in excess of the total amount of Zero Dollars (\$0-), and at such times as the total amount paid or due, or claimed by CONTRACTOR, reaches a total of Zero Dollars (\$0-), CONTRACTOR shall forthwith notify

OWNER thereof. It shall be the CONTRACTOR'S obligation to notify OWNER and to assure no work in excess of said total sum of Zero Dollars (\$-0-) is done and work done in excess thereof shall not entitle CONTRACTOR to any payment and CONTRACTOR expressly waives any claim therefore, unless such additional work was separately authorized in writing as a written change order or amendment to this agreement prior to commencement and performance of any such additional work.

WHEREFORE the parties have entered into this agreement the date and year first above written at the City of Wrangell, Alaska.

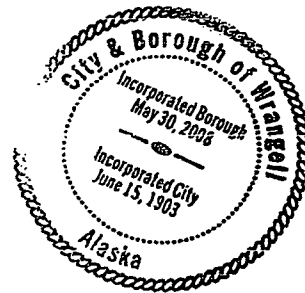
OWNER:

City and Borough of Wrangell

By: Timothy D. Rooney  
Timothy D. Rooney,  
Borough Manager

ATTEST:

Christie L. Jamieson  
Christie L. Jamieson, MMC  
Borough Clerk



CONTRACTOR:

Oliver Construction  
(type in name)

By: [Signature]  
(signature of authorized officer)

(Corporate Seal)

owner / owner  
(title of person signing)

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing instrument; that \_\_\_\_\_, who signed said instrument on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA )  
FIRST JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 16<sup>th</sup> day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Randy Oliver to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written

(Seal)



Carol Bean  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 3/23/2010

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALASKA                     )  
  ) ss.  
FIRST JUDICIAL DISTRICT         )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day  
of \_\_\_\_\_, 199\_\_\_\_, before me, a notary public, personally  
appeared \_\_\_\_\_ known to me to be one of  
the partners of the partnership that executed the within instrument, and  
acknowledged to me that such partnership executed the same.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_

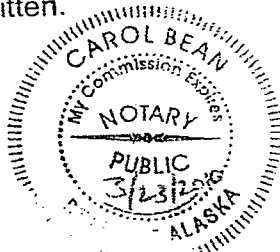
(Seal)

CITY ACKNOWLEDGMENT

STATE OF ALASKA                     )  
  ) ss.  
FIRST JUDICIAL DISTRICT         )

THIS IS TO CERTIFY that on this 30<sup>th</sup> day of November, 2009,  
before me, the undersigned, a notary public in and for the State of Alaska, duly  
commissioned and sworn, personally appeared TIMOTHY ROONEY AND  
CHRISTIE L. JAMIESON, to me known to be the BOROUGH MANAGER and  
the BOROUGH CLERK of the CITY AND BOROUGH OF WRANGELL, a  
municipal corporation, the corporation which executed the above and foregoing  
instrument; who on oath stated that they were duly authorized to execute said  
instrument and affix the corporate seal thereto on behalf of said corporation; who  
acknowledged to me that they signed and sealed the same freely and voluntarily  
on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first  
above written.



(Seal)

Carol Bean  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 3/23/2010



**City and Borough of Wrangell  
Landfill Metal Removal Amendment  
Effective February 12<sup>th</sup>, 2010**

The City and Borough of Wrangell hereby amends our agreement with Randy Oliver to remove metal products at the Borough Landfill to also include metal items at the Old Byford Junkyard located at approximately 4 mile Zimovia.

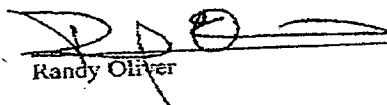
The City and Borough of Wrangell has discussed this with EPA and they have allowed us to remove Alders where necessary to access and facilitate metal removal. We also have permission to burn alders on site along with other wood products that are not painted or treated. The site where burning is done has to be clean of any other debris such as contaminants, plastics and other materials that are not safe to burn. You are required to use good judgment on this site as it does contain contamination and we are not allowed to further contaminate this site. It is required that all metal be removed and as metal is removed from each area, other non-metal items will be consolidate in piles. You are only required to do this when you are sorting through metal and non-metal in the same location. If there are barrels or other containers that could have contaminants in them, it is advised that these are not disturbed.

The City and Borough of Wrangell is allowing Randy Oliver to remove all metal and do any burning necessary for access at no cost to the Borough. Please also contact Carl Johnson as work proceeds. EPA is requiring a site map and photos as work proceeds marking where photos were taken from on the site map.

You are required to contact the Wrangell Fire Department giving them notification prior to burning that you will be burning at the Old Byford Junkyard site.

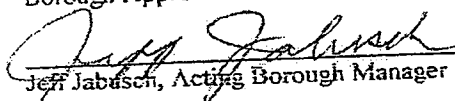
If you have any questions or concerns during this process, please contact Carl Johnson.

I agree to the above provisions:

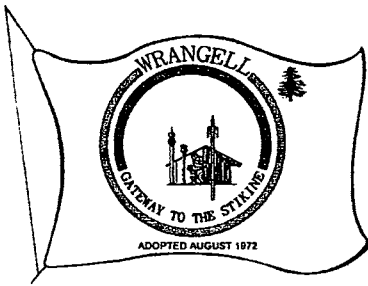
  
Randy Oliver

2/13/10  
Date

Borough Approval:

  
Jeff Jabusch, Acting Borough Manager

2/16/10  
Date



## CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381  
Wrangell, AK 99929 FAX (907)-874-3952

April 5, 2013

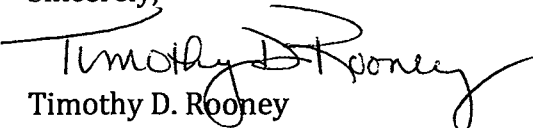
Mr. David R. Oliver  
Oliver Construction  
P. O. Box 121  
Wrangell, Alaska 99929

Re: Termination of Agreement for Services

Dear Mr. Oliver,

Pursuant to Section 7(b) of the Agreement for Services, the City and Borough of Wrangell terminates the Agreement for Services for convenience. The effective date of this termination is April 22, 2013, in accordance with Section 7(b). You are directed to incur no further expenses or costs in any way related to the Agreement for Services in accordance with Section 7.

Sincerely,

  
Timothy D. Rooney  
Borough Manager

cc: Mayor Dave Jack  
Vice Mayor Bill Privett  
Wrangell Borough Assembly  
Mr. Bob Blasco, Borough Attorney

# **Agenda Item 13d**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **INFORMATION:**

#### **Approval of a contract for the Boat Haulout Pier Structural Upgrades project**

#### **Attachments**

1. Memorandum from Carl Johnson, Public Works Director, dated April 18, 2013
2. Bid Summary Sheet for the Boat Haulout Pier Structural Upgrades
3. Pool Engineering, Inc. Bid Proposal

#### **RECOMMENDED ACTION:**

Move to approve, pending no contest during the protest period, the Assembly authorize the Borough Manager to enter into a contract with Pool Engineering, Inc. for the construction of the Boat Haulout Pier Structural Upgrades project, in a contract amount of **Five hundred, seventy-nine thousand dollars** (\$579,000), to be paid from the State of Alaska's DCCED grant for this project.

## **MEMORANDUM**

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

**FROM: CARL JOHNSON  
DIRECTOR OF PUBLIC WORKS**

**SUBJECT: CONSTRUCTION CONTRACT AWARD  
BOAT HAULOUT PIER STRUCTURAL UPGRADES**

**DATE:** April 18, 2013

### **BACKGROUND**

The City and Borough of Wrangell received \$2.75 million from the State of Alaska Capital Grants funds (DCCED division) for structural improvements to the marine travel lift's pier, located in the Marine Service Center facility and for the purchase of a 300-ton marine hoist. The City and Borough of Wrangell issued an invitation to bids for Boat Haulout Pier Structural Upgrades project. Bids were due on April 18, 2013 and the City and Borough of Wrangell received five qualified bids. Pool Engineering, LLC. was the lowest responsive bidder. A copy of the bid from Pool Engineering and the bid summary sheet is attached.

PND Engineers assisted the City and Borough of Wrangell in a review of the bids, and PND concurs with Wrangell staff's recommendation to award the project to Pool Engineering, Inc. who was the lowest responsive bidder. PND's recommendation letter is attached.

It is the intent of the City and Borough of Wrangell to enter into a contract with Pool Engineering, Inc. for construction of the Boat Haulout Pier Structural Upgrades project in the amount of \$579,000.00.

If approved by the Borough Assembly, staff will issue a Notice of Intent to Award to Pool Engineering in order to begin the protest period and to allow Pool Engineering to begin acquiring the required bonds and submittals. After successfully completing the ten-day protest and submittal periods, which will run concurrently, the contract would be executed with Pool Engineering, Inc.

### **RECOMMENDATION**

Staff recommends that, pending no contest during the protest period, the Assembly authorize the Borough Manager to enter into a contract with Pool Engineering, Inc. for construction of the Boat Haulout Pier Structural Upgrades project, in a contract amount of \$579,000, to be paid from the State of Alaska's DCCED grant for this project.

### **ATTACHMENTS:**

1. Bid Summary Sheet for Boat Haulout Pier Structural Upgrades project.
2. PND Engineer's letter of recommendation to award the Boat Haulout Pier Structural Upgrades project to Pool Engineering, Inc.

City and Borough of Wrangell, Alaska

Marine Service Center - Boat Haulout Pier Structural Upgrades

Bid Opening Checklist and Summary Sheet

Bid Opening Date: April 18, 2013 @ 2:00 p.m. - Council Chambers

*unofficial*

Bidder's Name	Signed Bid	Completed Bid Schedule	Bid Security	AK Business License	AK Contractors License	Addenda Acknowledged			Base Bid	Base Bid Modification	Bid Amount
						#1	#2	#3			
Tamico, Inc.	x	x	x	x	x	x	x	na	757,000.00	-58,000.00	699,000.00
Pool Engineering	x	x	x	x	x	x	x	na	875,600.00	-296,600.00	579,000.00
Western Dock & Bridge, LLC	x	x	x	x	x	x	x	na	1,320,500.00	-459,000.00	861,500.00
Pacific Pile & Marine	x	x	x	x	x	x	x	na	795,000.00		795,000.00
MKB Constuctors	x	x	x	x	x	x	x	na	998,000.00	-120,000.00	878,000.00
								na			0.00
											0.00

Verified By: *Carl*Witnessed By: *Kindler*

## SECTION 00300 - BID

**BID TO: THE CITY AND BOROUGH OF WRANGELL**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - AGREEMENT) to perform the WORK as specified or indicated in said Contract Documents entitled

**WRANGELL MARINE SERVICE CENTER – BOAT HAULOUT STRUCTURAL PIER  
UPGRADES**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued
1	4/2/2013		
2	4/11/2013		

**Give number and date of each Addenda above. Failure to acknowledge receipt of all Addenda will cause the Bid to be non-responsive and shall cause its rejection.**

**SECTION 00300 - BID**

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing in the space provided below.

Dated: <u>4/15/2013</u>	Bidder: <u>Pool Engineering, Inc.</u> (Company Name)
	By: <u>[Signature]</u> (Signature in Ink)
Alaska Business License No.: <u>14014</u>	Printed Name: <u>John Pool</u>
Contractor's License No.: <u>1946</u>	Title: <u>Vice President</u>
Telephone No.: <u>(907) 225-6684</u>	Address: <u>P.O. Box 6000</u> (Street or P.O. Box)
Fax No.: <u>(907) 225-1893</u>	<u>Ketchikan, AK 99901</u> (City, State, Zip)

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:
- Signed Bid, Section 00300 (includes Addenda receipt statement)
  - Completed Bid Schedule, Section 00310
  - Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
  - Contractor's License and Alaska Business License
10. Unless otherwise notified by the Borough Manager within (5) calendar days of posting the apparent low bidder, the apparent low Bidder is required to complete and submit the following documents:
- Subcontractor Report, Section 00360
  - Verification from Wrangell Finance Department that Subcontractors are current with City and Borough of Wrangell Sales and Property Taxes, Section 00360
- The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, within ten calendar Days after the date stated in the "Notice of Intent to Award" letter, the following executed documents:
- Agreement Forms, Section 00500
  - Performance Bond, Section 00610
  - Payment Bond, Section 00620
  - Certificates of Insurance, (CONTRACTOR and Subcontractors) Section 00700 and Section 00800
  - Alaska Department of Labor/Borough Clerk, Subcontractor List, Section 00830.
  - One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.

**END OF SECTION**

## SECTION 00310 - BID SCHEDULE

## BASE BID

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1505.1	Mobilization	LS	All Req'd	90,000	00	90,000	00
2060.1	Demolition, Salvage and Disposal	LS	All Req'd	6,000	00	6,000	00
2896.1	Batter Piles and Connections	EA	2	50,000	00	100,000	00
3303.1	Grouting	LS	All Req'd	40,000	00	40,000	00
5120.1	Structural Steel: Beams	LF	1020	500	00	510,000	00
5120.2	Structural Steel Connections	EA	108	1,200	00	129,600	00

TOTAL BASE BID AMOUNT IN FIGURES: \$ 875,600

TOTAL BASE BID AMOUNT

IN WORDS: Eight Hundred and Seventy Five Thousand, Six Hundred Dollars and no cents.COMPANY NAME: Pool Engineering, Inc.



CITY CLERK

APR 18 2013

RECEIVED

WRANGELL MARINE SERVICE CENTER  
BOAT HAULOUT PIER STRUCTURAL UPGRADES  
**BID MODIFICATION NO. 1**

PAY ITEM NO.	PAY ITEM DESCRIPTION	QTY	PAY UNIT	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-
1505.1	MOBILIZATION	1	LS	-\$1,000.00	-\$1,000.00
2060.1	DEMO, SALVAGE, DISPOSE	1	LS		\$0.00
2896.1	BATTER PILES AND CONNECTIONS	2	EA	-\$20,000.00	-\$40,000.00
3303.1	GROUTING	1	LS		\$0.00
5120.1	STRUCTURAL STEEL BEAMS	1020	LNFT	-\$240.00	-\$244,800.00
5120.2	STEEL CONNECTIONS	108	EA	-\$100.00	-\$10,800.00

TOTAL DEDUCTION= -\$296,600.00

NAME OF BIDDING FIRM: POOL ENGINEERING, INC.

SIGNATURE: \_\_\_\_\_

John Pool, Vice President

DATE: \_\_\_\_\_

4/18/2013

No. 1946

Effective: 12/31/2012

Expires: 12/31/2014

# STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

Certifies that

## POOL ENGINEERING INC

Is A Registered

**General Contractor without Residential Contractor Endorsement**

Commissioner: Susan K. Bell



Wallet Card

No. 1946		
State Of Alaska		
Department of Commerce, Community and Economic Development Division of Corporations, Business and Professional Licensing		
This Certifies That		
POOL ENGINEERING INC		
Is A Registered		
General Contractor without Residential Contractor Endorsement		
Effective 12/31/2012	Expiration 12/31/2014	Date of Birth
Signature <i>Charles Pool-Pres</i>		

Per 12 AAC 02.900 Licensee shall maintain a current mailing address on file with this Division at all times.

If you wish to change to a residential contractor or downgrade to a specialty contractor, a new application is required. Changes to the ownership of the contractor registration (incorporation, addition or deletion of a partner(s)) or a name change requires a new application.

Please note: all General Contractor licenses expire on December 31 of even-numbered years regardless of the issue date.

Website: [www.commerce.state.ak.us/occ/pcon.htm](http://www.commerce.state.ak.us/occ/pcon.htm)

NOO

POOL ENGINEERING INC  
PO BOX 6000  
KETCHIKAN AK 99901-0000

**Alaska Department of Commerce, Community, and Economic Development**  
Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**POOL ENGINEERING INC**

P O BOX 6000 KETCHIKAN AK 99901

owned by

POOL ENGINEERING INC

is licensed by the department to conduct business for the period

December 03, 2012 through December 31, 2014  
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without  
having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Susan K. Bell  
Commissioner



SECTION 00320 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Pool Engineering, Inc.  
\_\_\_\_\_ as Principal, and Travelers Casualty and Surety Company of America  
\_\_\_\_\_ as Surety, are held and firmly bound unto THE CITY AND BOROUGH OF WRANGELL hereinafter  
called  
"OWNER," in the sum of Five Percent (5%) of the Total Amount Bid-----  
\_\_\_\_\_ dollars, (not less than five percent of the total amount of the Bid) for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

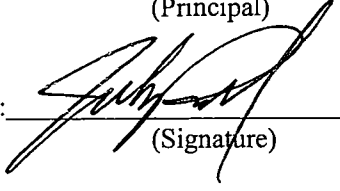
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the Bid Schedule of the OWNER's Contract Documents entitled

**WRANGELL MARINE SERVICE CENTER – BOAT HAULOUT PIER STRUCTURAL UPGRADES**

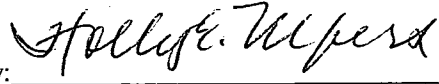
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates  
of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 29th day of March, 2013

(SEAL) Pool Engineering, Inc.  
\_\_\_\_\_  
(Principal)

By:   
\_\_\_\_\_  
(Signature)

Travelers Casualty and Surety Company of America  
(SEAL) \_\_\_\_\_  
(Surety)

By:   
\_\_\_\_\_  
(Signature)  
Holly E. Ulfers, Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226198

Certificate No. 005386223

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Angela D. Tonnon, Roxana Palacios, Heather Allen, Mary A. Dobbs, Steven W. Palmer, Holly E. Ulfers, and Nancy N. Hill

of the City of Seattle, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of February, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

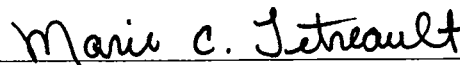
By: 

Robert L. Raney, Senior Vice President

On this the 27th day of February, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

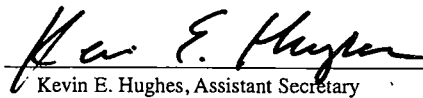
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29<sup>th</sup> day of March, 2013.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# **Agenda Item 13e**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **INFORMATION:**

**Request by Wrangell Cooperative Association to be granted ownership of the City owned property formerly known as the Wrangell Institute Property**

#### **Attachments**

1. Memorandum from Borough Manager Rooney, dated April 16, 2013
2. Letter of request from WCA, dated March 25, 2013
3. Letter of response from Borough Manager Rooney, dated April 5, 2013

#### **RECOMMENDED ACTION:**

Assembly Discussion.

## **MEMORANDUM**

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

**FROM: TIMOTHY ROONEY  
BOROUGH MANAGER**

**SUBJECT: WRANGELL COOPERATIVE ASSOCIATION  
REQUEST TO DONATE INSTITUTE PROPERTY**

**DATE:** April 16, 2013

### **BACKGROUND:**

On April 3, 2013, the City and Borough of Wrangell received a letter from Mr. Timothy Gillen, Sr., President of the Wrangell Cooperative Association requesting that the "City and Borough of Wrangell give great consideration to donating the old BIA Institute property to Wrangell Cooperative Association, in whole or in part." A cover letter submitted with that letter requested this item be placed on the April 23, 2013 Borough Assembly meeting. Copies of both letters are attached for your information and review.

In my reply to Mr. Gillen, I discussed the action taken by the Borough Assembly on March 26, 2013 as well as limitations on the disposal of city owned property valued at over a \$1,000,000. My response to Mr. Gillen is also attached for your information and review.

### **ATTACHMENTS:**

1. Cover letter from Mr. Timothy Gillen
2. Request letter from Mr. Timothy Gillen
3. Response letter from my office



# WRANGELL COOPERATIVE ASSOCIATION

P.O. Box 2021 • Wrangell, Alaska 99929  
Telephone: (907) 874-4304  
Fax: (907) 874-4305  
Email: [wcatribes@gmail.com](mailto:wcatribes@gmail.com)  
Website: [www.shakesisland.com](http://www.shakesisland.com)

March 25, 2013

City of Wrangell  
Attention: Tim Rooney  
P.O. Box 531  
Wrangell, Alaska 99929

*Received  
4/3/13*

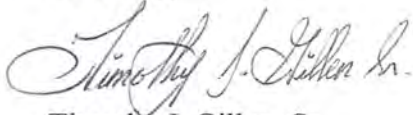
Tim:

Attached is a letter to the Assembly. If you have any questions, concerns, or wish to have some discussion on the matter prior to the Assembly meeting, please feel free to contact me, either through the WCA office at 874-4304, or at my cell phone 305-1058.

The WCA Council has requested that this matter not be put before the Assembly until your April 23, 2013 meeting. That is the only time that the majority of the WCA Council will be in town and available to attend an Assembly meeting.

Once again, if there are any questions, please feel free to contact me at any time.

Sincerely,



Timothy J. Gillen, Sr.  
President  
Wrangell Cooperative Association  
P.O. Box 2021  
Wrangell, Alaska 99929

*TJG/clb*

Enclosure

# WRANGELL COOPERATIVE ASSOCIATION

P.O. Box 2021 • Wrangell, Alaska 99929

Telephone: (907) 874-4304

Fax: (907) 874-4305

Email: [wcatrbe@gmail.com](mailto:wcatrbe@gmail.com)

Website: [www.shakesisland.com](http://www.shakesisland.com)

To: The City and Borough of Wrangell

The City and Borough of Wrangell and Wrangell Cooperative Association have had a very good working relationship over the years, even to the envy of other Tribes of Southeast. It is a relationship we whole heartedly embrace and anticipate will last well into the future.

Over the last few years Wrangell Cooperative Association has invested a considerable amount in the infrastructure of the City in the form of improvements to city streets and lighting systems. This has resulted in a cost savings to the City, not only in the form of actual construction costs, but in savings in maintenance of the streets and the cost of operating street lights. Our long range Roads Program also has plans that will continue to support, upgrade and improve the City's infrastructure well into the future, which will benefit this entire community.

Also, over the past year or so, we have taken great steps and investment in our own culture in the form of rebuilding Shakes Island Tribal House, and beginning construction of a new Carving and Arts Center. We are also in the process of working on an agreement with Tlingit and Haida Regional Housing Authority to take over management of part of the SNO Building. We are investing in Wrangell and working vigorously at moving forward in a way that will not only benefit our Native members, but the entire population of our community.

Wrangell Cooperative Association is in the process of generating our long range goals and objectives. One of the most important aspects of these plans is land, which we do not have. We believe that given the above mentioned contributions to this community, that it is not unreasonable, and we are therefore respectfully requesting that the City and Borough of Wrangell give great consideration to donating the old BIA Institute property to Wrangell Cooperative Association, in whole or in part. We understand that the City and Borough has invested a good deal in this site, but feel that with this land, Wrangell Cooperative Association can move forward with our planning and use it to provide community and business growth that will benefit not only our Tribal Members, but our entire community.

Sincerely,



Timothy J. Gillen, Sr.

President, Wrangell Cooperative Association





## CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381  
Wrangell, AK 99929 FAX (907)-874-3952

April 5, 2013

Mr. Timothy Gillen, Sr., President  
Wrangell Cooperative Association  
P.O. Box 2021  
Wrangell, AK 99929

Re: Letter to Assembly

Dear Mr. Gillen,

Thank you for your letter to the Borough Assembly. I have forwarded the letter to the Borough Assembly and as you requested, have scheduled the item for discussion and possible action by the Borough Assembly at their April 23, 2013 meeting.


Two important items to note regarding the Institute Property:

- The Economic Development Committee has been working on the development of a Prospectus for the property for over a year. The Borough Assembly, at their March 26, 2013 meeting, approved staff to advertise for "Requests for Development Proposals" from interested parties. With that action occurring prior to your request, I am not sure what the Borough Assembly can do without a formal development proposal being submitted by WCA.
- The Institute Property was recently appraised at \$1,625,000 on March 16, 2013. With that in mind, the Charter of the City and Borough of Wrangell requires that "The sale or lease of any borough property, real or personal, or the sale or other disposal of any interest therein, the value of which property, lease, or interest is more than \$1,000,000 shall be made only by authority of an ordinance enacted or ratified at any election by an affirmative vote of a majority of the qualified voters of the borough who vote upon the question of approval or enacting the ordinance (the ordinance being submitted to the voters by the assembly or by initiative of the voters)." In short, if the Borough Assembly were to grant the property to WCA, it would require a vote of the people because it is valued at more than \$1,000,000.

I am happy to meet with you to review the above information should you desire.

Finally, I am certainly appreciative of WCA's efforts to make the City and Borough of Wrangell a better place to live, work, and play. Certainly, it can be determined that several of the collaborative efforts undertaken by both WCA and the City and Borough of Wrangell have assisted both groups and have improved the quality of life of our residents. I look forward to continuing those efforts.

Sincerely,

  
Timothy D. Rooney  
Borough Manager

Cc: Mayor Dave Jack  
Wrangell Borough Assembly

# **Agenda Item 13f**

## **CITY & BOROUGH OF WRANGELL**

### **BOROUGH ASSEMBLY AGENDA ITEM April 23, 2013**

#### **INFORMATION:**

**Discussion and possible action concerning a Special Energy  
Committee Budget**

Attachments

#### **RECOMMENDED ACTION:**

Assembly Discussion.

# **Agenda Item 14**

## **CITY & BOROUGH OF WRANGELL**

**BOROUGH ASSEMBLY  
AGENDA ITEM  
April 23, 2013**

### **ATTORNEY'S FILE:**

Summary provided to the Borough Assembly

# **Agenda Item 15**

## **CITY & BOROUGH OF WRANGELL**

**BOROUGH ASSEMBLY  
AGENDA ITEM  
April 23, 2013**

### **EXECUTIVE SESSION**

#### **a. Discussion of Wrangell v. Rea, et.al. 1WR-12-55**

#### **RECOMMENDED ACTION:**

I move to go into executive session to discuss the pending litigation in Discussion of Wrangell v. Rea, et.al. 1WR-12-55 involving matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity.