



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

July 22, 2014 – 7:00 p.m.

Location: Assembly Chambers, City Hall

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Maxi Wiederspohn
- b. INVOCATION to be given by Don McConachie Sr.
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
 - i. Certificate of Service – James Stough, Borough Assembly
 - ii. Certificate of Service – Mark Mitchell, Planning & Zoning Commission

2. ROLL CALL

3. AMENDMENTS TO THE AGENDA

4. CONFLICT OF INTEREST

5. CONSENT AGENDA

- a. Items (*) 6a, 7a, 7b, 7c, 7d, 7e, & 7f

6. APPROVAL OF MINUTES

- *a. Minutes of the Public Hearing and Regular Assembly meetings held on June 24, 2014.
Minutes of the Special Assembly meeting held July 11, 2014.

7. COMMUNICATIONS

- *a. Minutes of the Regular School Board meeting held on May 19, 2014
- *b. Travel Summary Report for the Months of April and May, 2014
- *c. Minutes of the Thomas Bay Power Commission meetings held June 5, 2014, June 12, 2014, and June 27, 2014
- *d. Letter of permission (POA-2014-250) from the Dept. of the Army, AK Dist. U.S. Army Corps of Engineers to Kiewit Infrastructure West Co.
- *e. Response to a permit (POA-2014-264) from John and Joan Sargent, issued by the Dept. of the Army, AK Dist. U.S. Army Corps of Engineers
- *f. Update on the Conceptual Wrangell Trail Link Design Layout – *Amber Al-Haddad, Parks Director and Carol Rushmore – Economic Development Director*

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 on the Borough Assembly

- c. Appointment of an Assembly Member as the Hospital Board Liaison
- d. Appointment to fill the vacancy on the Thomas Bay Power Commission
- e. Appointment to fill the vacancies on the Planning & Zoning Commission

11. PERSONS TO BE HEARD

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Discussion regarding changing the \$1,000,000 value for the sale or lease of borough property as defined in Charter section 5-14, Contracts and Sales (*question was raised by Assembly Member Decker at the June 24, 2014 Regular Assembly mtg.*)
- b. Approval of City Tidelands Annual Five-Year Reassessments
- c. Approval to award a contractor for the Waterfront Master Plan
- d. Approval to surplus a Police vehicle and items that were seized or impounded
- e. Approval of a Contract with PND Engineers, Inc. for Contract Administration and Inspection Services for the WMSC Concrete Paving, Phase 3 project
- f. Approval of the SEAPA Formal Transition Agreement
- g. Discussion and Possible action relating to Recycling (*added at the request of Mayor Jack*)
- h. Approval of the Wrangell Medical Center's FY 2015 Budget
- i. Approval of the bid received for the Wrangell Marine Service Center Water Filtration Shed project

14. ATTORNEY'S FILE

15. EXECUTIVE SESSION

- a. Discussion regarding the proposed SEAPA Formal Transition Agreement

16. ADJOURNMENT

Agenda Items 1 - 6

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY

AGENDA ITEM

July 22, 2014

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 Maxi Wiederspohn
- b. Invocation to be given by Don McConachie Sr.
- c. Ceremonial Matters – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
 - i. Certificate of Service for James Stough – Borough Assembly
 - ii. Certificate of Service for Mark Mitchell – Planning & Zoning Comm.

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 under Unfinished Business.*

RECOMMENDED ACTION:

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

****6a, 7a, 7b, 7c, 7d, 7e, & 7f***

ITEM NO. 6 APPROVAL OF MINUTES:

INFORMATION:

6a *Minutes of the Budget Public Hearing and Regular Assembly meetings held June 24, 2014. Minutes of the Special Assembly meeting held on July 11, 2014.*

CERTIFICATE OF SERVICE

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

James Stough

for his service and dedication on the Borough Assembly
for various terms between:

October 2010 – June 2014



ATTEST: Kim Lane, CMC, Borough Clerk

Dated this 22nd day of July, 2014



David L. Jack, Mayor



CERTIFICATE OF SERVICE

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

Mark Mitchell

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

December 2013 – June 2014

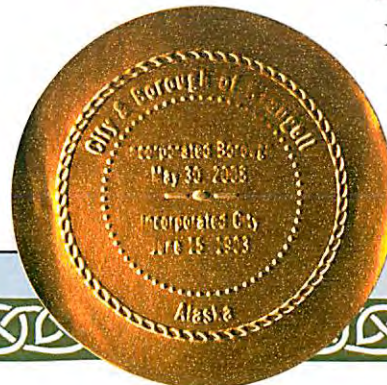


ATTEST: Kim Lane, CMC, Borough Clerk

Dated this 22nd day of July, 2014



David L. Jack, Mayor



**Minutes of Public Hearing
Held June 24, 2014**

Mayor David L. Jack called the Public Hearing to order at 6:20 p.m., June 24, 2014 in the Borough Assembly Chambers. Assembly Members Blake, Wiederspohn, Decker, Mitchell, and McCloskey were present. Assembly Member Stough was absent. Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

Public Hearing Items:

- a. PROPOSED ORDINANCE No. 880: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING WRANGELL MUNICIPAL CODE CHAPTER 13.12, PARKS, SPECIFICALLY SECTION 13.12.045, CREATING PARK TREES REGULATIONS (*second reading*)
- b. PROPOSED ORDINANCE No. 881: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 3.04 OF TITLE 3 OF THE WRANGELL MUNICIPAL CODE, ADMINISTRATION AND PERSONNEL, RELATING TO THE GENERAL PROVISIONS FOR THE ASSEMBLY (*second reading*)
- c. PROPOSED ORDINANCE No. 882: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING A NEW CHAPTER 3.05 TO TITLE 3 OF THE WRANGELL MUNICIPAL CODE, ADMINISTRATION AND PERSONNEL, RELATING TO RULES OF PROCEDURE FOR THE ASSEMBLY (*second reading*)
- d. PROPOSED ORDINANCE No. 883: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.200, 15.12.210, 15.12.215, 15.12.222, AND 15.12.223, AND 15.12.240 OF CHAPTER 15.12, ELECTRICITY, OF THE WRANGELL MUNICIPAL CODE TO CHANGE THE ELECTRICAL RATES, AND ESTABLISHING AN EFFECTIVE DATE (*second reading*)

WRITTEN TESTIMONY – None.

ORAL TESTIMONY – None.

Recessed at: 6:22 p.m.

Reconvened at: 6:50 p.m.

WRITTEN TESTIMONY – None.

ORAL TESTIMONY – None.

Adjourned at: 6:51 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

**Minutes of Regular Assembly Meeting
Held on June 24, 2014**

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., June 10, 2014, in the Borough Assembly Chambers. Assembly Members Blake, Wiederspohn, Decker, Mitchell, and McCloskey were present. Assembly Member Stough was absent. Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

Pledge of Allegiance was led by Assembly Member Julie Decker.

Invocation was given by Lynne Ogren with the Island of Faith Lutheran Church.

CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
Certificates of Service for David Galla – TBPC; Stanly Schnell – Planning & Zoning Commission; and James Stough – Thomas Bay Power Commission were presented.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST – Assembly Member Mitchell declared a Conflict of Interest to item 13b – since the item was a request by him to lease City Tidelands. There was no objection by the Assembly. He stated that he would step down from his seat when this item came up.

CONSENT AGENDA

M/S: Blake/Decker, to approve Consent Agenda Items marked with an () asterisk; 6a, and 7a. Motion approved unanimously by polled vote.*

APPROVAL OF MINUTES

The minutes of the Board of Adjustment meeting that was held on June 9, 2014 and the Public Hearing meeting that was held on June 10, 2014 were approved, as presented. With a correction item 10b of the minutes to the Regular Assembly meeting held on June 10, 2014, the minutes were approved, as amended.

COMMUNICATIONS

- *a. Minutes of the Regular School Board meeting of April 21, 2014

BOROUGH MANAGER'S REPORT

Borough Manager Jabusch's provided a verbal report.

BOROUGH CLERK'S FILE

Borough Clerk Lane's Report was provided.

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS

10a Reports by Assembly Members

Brian Ashton, 730 Case Ave., responded to a request for information from Mayor Jack about the Hyatt (Hittle) report.

Assembly Member Decker requested that the Assembly consider adding to the ballot, a change in the \$1,000,000 value requirement for the sale or lease of borough property.

Mayor Jack suggested that this item be added to the next agenda for discussion. Assembly Member Decker agreed.

10b Mayor Jack appointed Assembly Member McCloskey to the **Code Review Committee**.

10c There was no interest from any of the assembly members to fill the **Hospital Board Liaison** vacancy. Therefore, Mayor Jack stated that the vacancy would remain open with a possible appointment to be made at the next Regular Assembly meeting.

10d Mayor Jack appointed Assembly Member Mitchell to fill the vacancy of **Economic Development Committee** member. There were no objections from the Assembly.

10e Mayor Jack appointed Bob Prunella to fill the vacancy on the **Thomas Bay Power Commission** with the unexpired term ending October 2015. There were no objections from the Assembly.

There were no letters of interest received for the unexpired term ending October 2016 on the Thomas Bay Power Commission.

10f There were no letters of interest received for the **Planning & Zoning Commission** vacancy.

PERSONS TO BE HEARD – None.

UNFINISHED BUSINESS

12a PROPOSED ORDINANCE No. 880: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING WRANGELL MUNICIPAL CODE CHAPTER 13.12, PARKS, SPECIFICALLY SECTION 13.12.045, CREATING PARK TREES REGULATIONS *(second reading)*

M/S: Blake/McCloskey, to approve Ordinance No. 880. Motion approved unanimously by polled vote.

12b PROPOSED ORDINANCE No. 881: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 3.04 TO TITLE 3 OF THE WRANGELL MUNICIPAL CODE, ADMINISTRATION AND PERSONNEL, RELATING TO THE GENERAL PROVISIONS FOR THE ASSEMBLY *(second reading)*

M/S: Decker/Wiederspohn, to approve Ordinance No. 881. Motion approved unanimously by polled vote.

12c PROPOSED ORDINANCE No. 882: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING A NEW CHAPTER 3.05 TO TITLE 3 OF

THE WRANGELL MUNICIPAL CODE, ADMINISTRATION AND PERSONNEL, RELATING TO RULES OF PROCEDURE FOR THE ASSEMBLY (*second reading*)

M/S: McCloskey/Blake, to approve Ordinance No. 882.

Assembly Member Decker stated that she believed that voting while attending an Assembly meeting telephonically should be allowed.

Motion approved with Wiederspohn, McCloskey, Blake, and Mayor Jack voting yea; Decker and Mitchell voted no.

12d PROPOSED ORDINANCE No. 883: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS 15.12.200, 15.12.210, 15.12.215, 15.12.222, AND 15.12.223, AND 15.12.240 OF CHAPTER 15.12, ELECTRICITY, OF THE WRANGELL MUNICIPAL CODE TO CHANGE THE ELECTRICAL RATES, AND ESTABLISHING AN EFFECTIVE DATE (*second reading*)

M/S: McCloskey/Decker, to approve Ordinance No. 883, which would increase electricity rates by 7%, effective July 1, 2014.

Manager Jabusch gave an explanation for the rate increase request.

Motion approved with Decker, McCloskey, Blake, Wiederspohn, and Mayor Jack voting yea; Mitchell voted no.

NEW BUSINESS

13a A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING RESOLUTION NO. 09-09-1167, CITY RULES OF PROCEDURE, BECAUSE THE RULES OF PROCEDURE HAVE BEEN REVISED AND CODIFIED IN TITLE 3 OF THE WRANGELL MUNICIPAL CODE

M/S: Decker/Blake, to adopt Resolution No. 06-14-1298 that repeals previously adopted Resolution No. 09-09-1167. Motion approved unanimously by polled vote.

13b Approval to Classify City Tidelands for lease, as requested by Mark Mitchell

As Assembly Member Mitchell had previously declared a Conflict of Interest for this item, he removed himself from the Assembly and joined the audience in the Assembly Chambers.

M/S: Blake/Wiederspohn, to approve classifying tidelands for lease, for lot 3, USS 3534, as requested by Mark Mitchell and to direct the Borough Clerk to order a Survey and Appraisal, fees to be paid by the applicant.

At the request of Assembly Member Decker, Carol Rushmore, Economic Development Director defined the request from Mr. Mitchell to lease the City Tidelands.

Motion approved unanimously by polled vote. Assembly Member Mitchell did not vote.

13c Approval of the submittal to the State of Alaska for Municipal Entitlement of Lands

M/S: Blake/Decker, to approve Option no. 4.

Carol Rushmore, Economic Development Director, provided details of the proposed land selections.

Assembly Member Mitchell stated that it was his understanding that if the selected lands were denied by the State, the borough would have ample time to re-select other lands.

Motion approved unanimously by polled vote.

13d Acceptance of the resignation from James Stough from the Borough Assembly.

M/S: McCloskey/Wiederspohn, to accept the resignation from James Stough from the Borough Assembly. Motion approved unanimously by polled vote.

13e Approval of the Conceptual Wrangell Trail Link Design Layout

M/S: McCloskey/Blake, to approve the Conceptual Wrangell Trail Link Design Layout and to move forward with the Survey and Layout work for a portion of the Proposed Wrangell Trails.

At the request of Assembly Member Blake, ***Amber Al-Haddad, Parks Director,*** provided the Assembly with the timeframe for the work to be done. She also explained that the survey costs would come from the Parks Budget.

ATTORNEY'S FILE – None.

EXECUTIVE SESSION

15a Discussion of Union Negotiations

M/S: Decker/McCloskey, to go into executive session to discuss the ongoing Union Negotiations, which the immediate knowledge of would clearly have an adverse effect upon the finances of the Borough. Motion approved unanimously by polled vote.

Recessed into Executive Session @ 8:05 p.m.

Reconvened back into the Regular Meeting @ 8:32 p.m.

Meeting adjourned at: 8:32 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, CMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held July 11, 2014**

Mayor David L. Jack called the special assembly meeting to order at 8:30 a.m., July 11, 2014, in the Assembly Chambers. Assembly Members Decker, McCloskey, Mitchell, Wiederspohn, and Blake were present. Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

CONFLICT OF INTEREST

There were no conflicts of interest declared.

Assembly Member Mitchell arrived at 8:31 a.m.

PERSONS TO BE HEARD

There were no persons to be heard.

ITEMS OF BUSINESS

5a Approval to award the bid received from Rock-n-Road Construction, Inc. for the Wrangell Marine Service Center, Concrete Paving, phase III project

M/S: Blake/Decker, to authorize the Borough Manager to enter into a contract with Rock-N-Road, Construction, Inc., for the construction of the Wrangell Marine Service Center Concrete Paving Phase III, Base Bid in a contract amount of \$617,350.00 to be paid with DCCED Grant Funds. Motion approved unanimously by polled vote.

5b Approval to award the bid received from Graber Manufacturing, Inc. for the Park Benches and Trash Receptacles

M/S: Wiederspohn/McCloskey, Move to approve the bid from Graber Manufacturing, Inc. in the amount of \$22,340.40 for Park Benches and Trash Receptacles with funding to come from the Commercial Passenger Vessel excise tax fund.

In response to Assembly Member McCloskey, Manager Jabusch stated that the trash receptacles would be placed along Front Street.

Assembly Member Mitchell questioned if the bid had allowed local bidder to be able to bid for these items.

Carl Johnson, Public Works Director, replied that if there were local interest in bidding for this project, they would more than likely order the benches and receptacles from their supplier.

In response to Assembly Member Mitchell, Manager Jabusch stated that the bids that were received were not for a specific brand but that the bid did call for the benches and receptacles to be made of specific materials.

Motion approved unanimously by polled vote.

Special meeting adjourned at 8:41 a.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, CMC, Borough Clerk

Unapproved

Agenda Item 7

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

COMMUNICATIONS:

INFORMATION: The Assembly may receive items for Communications, reasons only which do not require separate 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 by an Assembly Member or the Mayor and placed on the regular agenda under Unfinished Business.

- *a. Minutes of the Regular School Board meeting held on May 19, 2014
- *b. Travel Summary Report for the Months of April and May, 2014
- *c. Minutes of the Thomas Bay Power Commission meetings held June 5, 2014, June 12, 2014, and June 27, 2014
- *d. Letter of permission (POA-2014-250) from the Dept. of the Army, AK Dist. U.S. Army Corps of Engineers to Kiewit Infrastructure West Co.
- *e. Response to a permit (POA-2014-264) from John and Joan Sargent, issued by the Dept. of the Army, AK Dist. U.S. Army Corps of Engineers
- *f. Update on the Conceptual Wrangell Trail Link Design Layout – *Amber Al-Haddad, Parks Director and Carol Rushmore – Economic Development Director*

PROCEEDINGS

MINUTES

WRANGELL SCHOOL BOARD
REGULAR MEETING

May 19, 2014; 6:30 PM

Evergreen Elementary School Room 101-Intermediate

CITY CLERK
JUN 25 2014
RECEIVED

President Susan Eagle called the regular meeting of the Wrangell Public School Board to order at 6:30 P.M. on May 19, 2014.

CALL TO ORDER

A quorum was determined with the following school board members present: Susan Eagle, Rinda Howell, Krissy Smith and Cyni Waddington. Tammy Groshong was absent, excused. Also present was Superintendent Rich Rhodes, Secondary Principal Monty Bunes, Elementary Principal Deldre Jenson and Recording Secretary Kimberly Powell. Incoming Superintendent Patrick Mayer was in the audience.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by Rinda Howell.

PLEDGE OF ALLEGIANCE

Middle School Student Kayla Hay told the board that the Creative Writing Class has created a book called "Written In the Tides." She presented each school board member with a copy. The book will be on sale at Blurb.com in about a week. Creative Writing Students, Helen Decker, McKinley Bosdell, JD Barratt and Raquel Mingming were also present at the meeting.

STUDENT PRESENTATION

The Middle School World Events Class gave a presentation on their *Project Citizen*. The class presented on the Elkay Water Bottle Filler that filters water to fill reusable water bottles. Reusable water bottles save money and landfill space. Plastic water bottles have a negative impact on the environment, our oceans, animals and birds. The class has contacted the manufacture and gotten prices to install Elkay Water Bottle filling stations in the middle and high school. The students have talked to Mr. Angerman and Mr. Ellsworth who are willing to assist with installation. The water bottle filling station is compatible with the current water fountain at the high school. Students in attendance to present were Devin Till, Anna Dow, Brian Schwartz, Tymon Teat, Raquel Mingming, Helen Decker, Kayla Hay, Erin Galla, Riley Blatchley, Jean-Luc Lewis, JD Barratt and McKinley Bosdell.

STUDENT PRESENTATION

Principal Monty Bunes told the board that the entire student council graduated last week so there would not be a student present to report.

STUDENT REPRESENTATIVE REPORT

Mikki Kauppila and Aaron Angerman, parents, spoke to the school board about cyber bullying and harassment that is happening with their daughter. Ms. Kauppila shared a copy of a text that circulated regarding her daughter. She feels that the district needs to take further steps toward policy and consequences. The student who sent the text was given in-house suspended for two days but each of the days was shortened so it wasn't a full suspension; she left early and was able to attend the high school rewards. Ms. Kauppila said the student who created the text still has her cell phone and laptop at school. Mr. Angerman feels that this will become a bigger problem and is relieved that this particular incident didn't escalate. Ms. Kauppila said her daughter doesn't want to attend school here next year. Cyber bullying has an emotional effect on students. This particular incident happened in school. Mr. Bunes said that the current policy does not address use of personal technology. He thinks that it might be good to have a clause that if a student cannot use technology appropriately, they are not eligible to have a school computer. Mrs. Smith thinks that the perpetrator should be sent for counseling.

GUESTS TO BE HEARD

Motion to recess into a public hearing to collect input on the progress toward board goals and the Strategic Plan by Rinda Howell, seconded by Krissy Smith. Motion passed by unanimous consent. Recessed at 6:52 PM.

RECESSED INTO A
PUBLIC HEARING TO
COLLECT INPUT ON THE
PROGRESS TOWARD
BOARD GOALS AND THE
STRATEGIC PLAN AT 6:52
PM

Mrs. Eagle told the audience that the Strategic Plan would be reviewed and revised in the fall. Parent Diane O'Brien asked the board who set the goals. Mrs. Eagle responded that they were developed as part of the strategic planning. Mrs. O'Brien asked if the Strategic Plan was reviewed this year. Mrs. Eagle responded that it was not but again said that the board would be looking at in the fall. Mrs. O'Brien would like to know how the board measures the success. Mr. Bunes reported that student assessment scores could measure success. Last year, Silkine Middle School was the highest performing middle school in the state. This year's assessment scores are even higher.

Mrs. O'Brien was not sure how she could be helpful in this method of measuring success. Mrs. Eagle said that this is part of the reason they want to completely revise the Strategic Plan because the current goals don't have measurable evaluation pieces. Mrs. Eagle felt that if you can't measure a goal, it might not be helpful. Mrs. O'Brien feels that the evaluation column should have actual data that shows success. Mrs. Smith thanked Mrs. O'Brien for her input and feels that it's valuable to take into consideration for future strategic plans. Mrs. Smith said that it would be helpful to know what tools are available to measure the goals. President Eagle said that the Strategic Plan should be written so that the community could understand it.

Reconvened into Regular Session at 7:03 PM.

The agenda was approved as presented.

Motion to approve the items on the consent agenda as presented by Krissy Smith, seconded by Cyni Waddington. Poll vote: Krissy Smith: Yes; Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.

- Approved the minutes of the April 21, 2014 Regular School Board Meeting
- Approved disposal of the surplus equipment as presented
- Approved the sale of laptops to graduating seniors and retiring staff members as presented

Information & Reports were accepted by unanimous consent.

Motion to revise the 2014-2015 school calendar, adding an additional inservice day on August 18, 2014 and submit the calendar to the Department of Education for approval by Rinda Howell, seconded by Krissy Smith. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Krissy Smith: Yes; Susan Eagle: Yes. Motion approved.

Motion to allocate money from the special reserve fund, not to exceed \$15,000.00 to purchase a 12-passenger van by Rinda Howell, seconded by Krissy Smith. Poll vote: Rinda Howell: No; Krissy Smith: No; Cyni Waddington: No; Susan Eagle: No. Motion denied.

Motion to move to a full day kindergarten program that would release at 2:40 PM beginning the 2014-2015 school year by Cyni Waddington, seconded by Rinda Howell. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Krissy Smith: Yes; Susan Eagle: Yes. Motion approved.

Motion to accept the FY'2014 Budget Revision as presented by Rinda Howell, seconded by Cyni Waddington. Poll vote: Rinda Howell: Yes; Krissy Smith: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.

Motion to approve the proposal submitted by SERRC TechOps to manage the district eRate during fiscal year 2015 by Krissy Smith, seconded by Cyni Waddington. Poll vote: Krissy Smith: Yes; Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.

Motion to accept the FY'15 Fresh Fruit and Vegetable Program Grant Award in the amount of \$8,470.00 by Cyni Waddington; seconded by Rinda Howell. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Krissy Smith: Yes; Susan Eagle: Yes. Motion approved.

Motion to allow Board Member Smith to abstain from voting on the Elementary and Secondary School Counseling Program Grant Application by Rinda Howell, seconded by Cyni Waddington. Poll vote: Rinda Howell: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.

Motion to approve the Elementary and Secondary School Counseling Program Grant application as presented by Cyni Waddington; seconded by Rinda Howell. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.

Motion to approve the application of the fiscal year 2015 Alaska Migrant Book Program Grant by Rinda Howell, seconded by Cyni Waddington. Poll vote: Krissy Smith: Yes; Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.

RECONVENED INTO
REGULAR SESSION
APPROVAL OF AGENDA

APPROVAL OF ITEMS ON
THE CONSENT AGENDA

ACCEPTED INFORMATION &
REPORTS

APPROVED THE 2014-
2015 SCHOOL CALENDAR
REVISION

DENIED ALLOCATING
MONEY FROM THE
SPECIAL RESERVE FUND
FOR A VAN

APPROVED MOVING TO A
FULL-DAY
KINDERGARTEN THAT
WILL RELEASE AT 2:40
PM

ACCEPTED THE FY'2014
BUDGET REVISION

APPROVED THE
PROPOSAL SUBMITTED
BY SERRC TECH OPS TO
MANAGE DISTRICT
ERATE

ACCEPTED THE FY'15
FRESH FRUIT &
VEGETABLE PROGRAM
GRANT AWARD

ALLOWED BOARD
MEMBER SMITH TO
ABSTAIN FROM VOTING
ON THE COUNSELING
GRANT

APPROVED THE
ELEMENTARY AND
SECONDARY
COUNSELING GRANT
APPLICATION

APPROVED THE
APPLICATION OF THE
FY'15 ALASKA MIGRANT
BOOK PROGRAM GRANT

<p>Motion to allow Board Member Smith to abstain from voting on the Memorandum of Agreement with AICS to provide counseling services at Wrangell Public Schools as presented by Rinda Howell, seconded by Cyni Waddington. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>ALLOWED BOARD MEMBER SMITH TO ABSTAIN FROM VOTING ON THE MOA WITH AICS</p>
<p>Motion to enter into a Memorandum of Agreement with AICS to provide counseling services at Wrangell Public Schools as presented by Cyni Waddington; seconded by Rinda Howell. Poll vote: Rinda Howell: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>APPROVED ENTERING INTO AN MOA WITH AICS TO PROVIDE COUNSELING SERVICES</p>
<p>Motion to enter into a Memorandum of Agreement with Alaska Island Community Services regarding the Elementary School Counseling Program if the district receives the federal grant by Rinda Howell, seconded by Cyni Waddington. Board Member Smith declared a conflict of interest because she may be working under this grant if the money is received. The motion was tabled to allow the Board to vote on Mrs. Smith's request.</p>	<p>TABLED A MOTION TO ENTER INTO AN MOA WITH AICE REGARDING THE ELEMENTARY SCHOOL COUNSELING GRANT</p>
<p>Motion to allow Board Member Smith to abstain from voting on the Memorandum of Agreement with AICS to regarding the Elementary School Counseling Program if the district receives the federal grant by Rinda Howell, seconded by Cyni Waddington. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>ALLOWED BOARD MEMBER SMITH TO ABSTAIN FROM VOTING ON THE MOA WITH AICS</p>
<p>Brought from the Table the Motion to enter into a Memorandum of Agreement with Alaska Island Community Services regarding the Elementary School Counseling Program if the district receives the federal grant by Rinda Howell, seconded by Cyni Waddington. Poll vote: Rinda Howell: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>APPROVED ENTERING INTO AN MOA WITH AICS REGARDING THE ELEMENTARY SCHOOL COUNSELING GRANT</p>
<p>Motion to offer Fred Angerman a contract for the position of Maintenance Director for the 2014-2015 school year in the amount of \$77,000.00 by Krissy Smith; seconded by Rinda Howell. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Krissy Smith: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>OFFERED FRED ANGERMAN A CONTRACT AS MAINTENANCE DIRECTOR</p>
<p>Motion to offer Pam Roope a contract for the position of Business Manager for the 2014-2015 school year in the amount of \$81,745.00.00 by Cyni Waddington; seconded by Krissy Smith. Poll vote: Rinda Howell: Yes; Krissy Smith: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>OFFERED PAM ROOPE A CONTRACT AS BUSINESS MANAGER</p>
<p>Motion to allow Board Member Smith to abstain from voting on the extracurricular contract for Stephanie Smith due to a conflict of interest by Rinda Howell, seconded by Cyni Waddington. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>ALLOWED BOARD MEMBER SMITH TO ABSTAIN FROM VOTING ON A CONTRACT FOR HER DAUGHTER</p>
<p>Motion to offer Stephanie Smith an extracurricular contract for the position of Cheerleading Co-coach for the 2014-2015 school year by Cyni Waddington; seconded by Rinda Howell. Poll vote: Rinda Howell: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>OFFERED STEPHANIE SMITH AN EXTRACURRICULAR CONTRACT TO COACH CHEER</p>
<p>Reviewed the Resignations of Personnel:</p> <ul style="list-style-type: none"> ↓ Linda Bunes, School Secretary, Student Council & Yearbook Advisor ↓ Monty Bunes, Cross Country Coach ↓ Kathleen Harding, Softball Head Coach ↓ Donna Massin, Middle School Assistant Girls' Basketball Coach ↓ Jeff Soles, Paraprofessional 	<p>REVIEWED EMPLOYEE RESIGNATIONS</p>
<p>Motion to accept the first reading of Board Policy #0200, Goals for the School District, Board Policy #0500, Review and Evaluation and Board Policy #0520, School Accountability/School Improvement by Rinda Howell; seconded by Krissy Smith. Poll vote: Cyni Waddington: Yes; Rinda Howell: Yes; Krissy Smith: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING OF BOARD POLICY #0200, #0500 AND #0520</p>
<p>Motion to accept the second reading of Board Policy #3513.3, Tobacco Free Schools and the second reading of Board Policy #5141.31, Immunizations for inclusion in the policy manual by Cyni Waddington, seconded by Rinda Howell. Poll vote: Rinda Howell: Yes; Krissy Smith: Yes; Cyni Waddington: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>ACCEPTED THE SECOND READING OF BOARD POLICY #3513.3 AND #5141.31</p>
<p>Motion to accept the first reading of Board Policy #5141.4, Child Abuse Reporting as revised by Rinda Howell, seconded by Krissy Smith. Poll vote: Krissy Smith: Yes; Cyni Waddington: Yes; Rinda Howell: Yes; Susan Eagle: Yes. Motion approved.</p>	<p>ACCEPTED THE FIRST READING OF BOARD POLICY #5141.4</p>

Reviewed Board Policy:

- #5145.2, Freedom of Speech and Expression
- #5145.5, Prohibition of Harassment in Education
- #5145.11, Student Interviews
- #5145.12, Search and Seizure
- #6161.10, Adoption of Textbooks

**REVIEWED BOARD
POLICY**

Motion to move to a School-wide Title I Program beginning the 2014-2015 school year by Rinda Howell; seconded by Krissy Smith. Poll vote: Cyni Waddington: No; Rinda Howell: Yes; Krissy Smith: Yes; Susan Eagle: Yes. Motion approved.

**APPROVED MOVING TO A
SCHOOL-WIDE TITLE I
PROGRAM**

Reviewed the Upcoming Dates and Meeting Announcements

**REVIEWED THE
UPCOMING DATES**

Reviewed Future Agenda Items

**REVIEWED FUTURE
AGENDA ITEMS
APPOINTED THE 2014-
2015 ADVISORY
COMMITTEE MEMBERS**

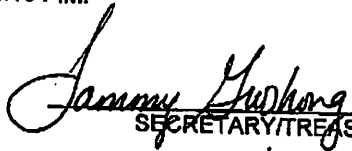
Board President Eagle appointed the 2014-2015 School and IEA Advisory Committee Members as presented.

**PRESIDENT
REMARKS/COMMENTS
FROM SCHOOL BOARD
MEMBERS**

Board Member Krissy Smith requested that "Retention of Paraprofessionals" be added to the June 2014 agenda. Cyni Waddington also expressed concern about retaining quality people as paraprofessionals. Mrs. Howell said that she hopes the situation improves with the new election.

Meeting Adjourned at 8:16 P.M.

ADJOURNED AT 8:16 P.M.



 SECRETARY/TREASURER

CITY OF WRANGELL TRAVEL SUMMARY FOR MONTH OF APRIL & MAY 2014

DATE	EMPLOYEE/OTHER	DEPT.	PURPOSE OF TRAVEL	DESTINATION	TRAVEL COST
4/23-27/2014	Amber Al-Haddad	Parks & Rec.	Alaska wide Trails conference	Anchorage	279.28
5/14-14/2014	Carol Rushmore	Administration	IEDC real estate training/class	Anchorage	1267.71
4/30-5/3/2014	Clay Hammer	Light Dept.	2014 BCEA Conference	Anchorage	1395.62
5/16-24/2014	Kimberly Lane	Clerk's Office	IIMC Annual Conference	Milwaukee	2538.02
					5480.63

CITY CLERK
 JUN 25 2014
RECEIVED

**Minutes of Special Thomas Bay Power Commission Meeting
Held June 5, 2014
In the Wrangell Borough Assembly Chambers**

Vice President Robert Larson called the special meeting to order at 1:00 p.m., June 5, 2014, in the Wrangell Borough Assembly Chambers. Commissioners Joe Nelson, John Jensen, Brian Ashton, and Clay Hammer were present. President James Stough and Secretary/Treasurer David Galla were absent.

Also present was: Petersburg Borough Mayor Mark Jensen, Wrangell Borough Assembly Members Pamella McCloskey and Julie Decker, Wrangell Borough Manager Jeff Jabusch and Wrangell Borough Clerk Kim Lane.

A QUORUM was established: 5/0

Vice president Larson stated that it was his understanding that President Stough and Secretary/Treasurer would be at the meeting. He further stated that if President Stough arrived, Stough would run the meeting.

M/S: Nelson/Hammer, to adopt the agenda. By unanimous consent of the Commission, the agenda was adopted.

CONFLICT OF INTEREST

There were no conflicts of interest declared.

PERSONS TO BE HEARD

There were no persons to be heard.

ITEMS OF BUSINESS

6a Thomas Bay Power Authority insurance policies

Vice President Larson stated that in reviewing past emails, there seemed to be some confusion as to what policies could be shared outside of the Commission. He further stated that he believed that the question had been resolved.

In response to Vice President Larson, Wrangell Borough Manager Jabusch stated that we still had not received the insurance policies, as requested.

Commissioner Hammer stated that the proposed Resolution that the Commission would consider should resolve that issue.

Commissioner Nelson stated that the Commission was a public entity; a creation of the two Assemblies. He further stated that as far as he was concerned, there was nothing that they would not turn over to either communities Assembly or Borough Manager.

There was no formal action on this item.

6b Consideration of Thomas Bay Power Authority's position on the Tye Hydroelectric Operations and Maintenance Contract, Resolution No. 2014-06

M/S: Jensen/Hammer, to adopt Resolution No. 2014-06.

In response to Commissioner Ashton, Commissioner Hammer stated that he had drafted the Resolution.

Commissioner Hammer stated that the proposed Resolution had been given to Staff to distribute to the Commission in their packet.

At the request of Vice President Larson, Commissioner Hammer read the proposed Resolution for the Commission and listening public.

Commissioner Nelson asked that the title of the proposed Resolution be corrected to say "operation and maintenance". There were no objections to the correction.

It was the consent of the Commission that upon adoption of the Resolution, Vice President Larson would sign in the place of the President, the other Commissioners would also sign, and the Wrangell Borough Clerk would attest.

Motion approved unanimously by polled vote.

Wrangell Borough Assembly Member Decker requested that the Commission consider what the next step would be if there was still to be a lack of response from the TBPA Staff.

Vice President Larson stated that he had spoken with the TBPA General Manager and the Commission President earlier this week; was under the impression that they would be here for the meeting; he would contact both and find out their reasons for not being at the meeting; would share the response with the Commission.

Commissioner Jensen asked if there was any action that could be taken for the disobedience from the General Manager and Secretary; had tried on more than one occasion to set up a meeting to resolve some of the issues and it kept getting put off.

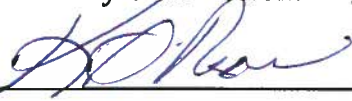
Commissioner Ashton stated that he believed that would be addressed in an executive session.

6c Set next Regular meeting date

M/S: Nelson/Jensen, to set the next meeting date for June 12, 2014 at 10:00 a.m., to be held in Petersburg and to have the meeting include an Executive Session for the purpose of evaluating the General Manager. Motion approved unanimously by polled vote.

Special meeting adjourned at 1:30 p.m.

Date Approved by Commission: June 27, 2014

ATTEST: 
Kathy O'Rear, Petersburg Borough Clerk

Thomas Bay Power Commission

Resolution No. 2014-06

A Resolution of the Thomas Bay Power Commission regarding the transfer of the operation and maintenance of the Tyee Lake Hydroelectric Facility to the Southeast Alaska Power Agency

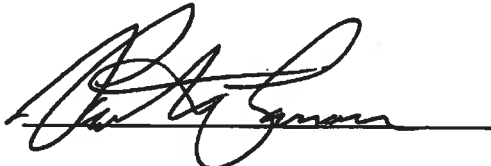
WHEREAS, Upon approval of resolutions in 1976, the Boroughs of Petersburg and Wrangell created the Thomas Bay Power Commission (TBP Commission) which allows the TBP Commission to enter into an agreement as an agent of the Boroughs to operate and maintain the Tyee Hydroelectric Facility (Tyee); and

WHEREAS, The Boroughs of Petersburg and Wrangell have adopted resolutions number 2014-03 and 12-13-1290, respectively, essentially directing the Wrangell Borough Manager to enter into negotiations with the Southeast Alaska Power Agency (SEAPA) and the Petersburg Borough to develop a conversion plan to transfer the operations and maintenance of Tyee from Thomas Bay Power Authority (TBPA) to SEAPA and to bring back the plan to the respective boards and assemblies for approval.

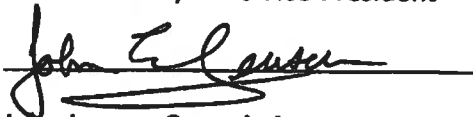
NOW THEREFORE BE IT RESOLVED, TBP Commission hereby recognizes and supports the desire of the Boroughs of Petersburg and Wrangell to transition operations and maintenance of Tyee from TBPA and TBP Commission to its owner, SEAPA; and

FINALLY RESOLVED, TBP Commission pledges to assist in the transition of the operations and maintenance to SEAPA by directing TBPA staff to provide details and information pertinent and necessary for such transition to the designated point of contact, Wrangell Borough Manager, and to not willfully or intentionally impede such progress.

Dated this 5th day of June, 2014



Robert Larson, TBPC Vice-President



John Jensen, Commissioner



Clay Hammer, Commissioner



Joe Nelson, Commissioner



Brian Ashton, Commissioner

ATTEST: 

*City + Borough of Wrangell
Borough Clerk*

Thomas Bay Power Commission

Regular Meeting Minutes of June 12, 2014

1. Call Meeting to Order

The meeting was called to order by Vice President Larson at 10:00 a.m.

2. Roll Call to Establish Quorum

Present: Vice President Larson, Commissioner Jensen, Commissioner Ashton (via phone), Commissioner Hammer, and Commissioner Nelson. Absent (unexcused): President Stough. (Commissioner Galla resigned his position June 6, 2014.)

3. Recognition of Guests

There were no guests to be heard.

4. Persons to be Heard

There were no persons to be heard.

5. Approval of Agenda

Motion made by Commissioner Nelson, seconded by Commissioner Hammer, to approve the meeting agenda. The agenda was amended to add 13A – Election of Officers, and 13B – FY15 Budget. The motion, as amended, was unanimously approved by Roll Call vote.

6. Conflict of Interest

No conflict of interest was noted.

7. Meeting Minutes Approval

A. January 27, 2014

B. June 5, 2014

There were no minutes available to approve. It is expected that the minutes of the January 27, 2014, June 5, 2014, and June 12, 2014 meetings will be approved at the next meeting.

8. Communication/Correspondence

A. SEAPA Update

Commissioner Nelson reported the annual Tyee shutdown was successful and much was accomplished. The circuit breaker on Swan Lake generator #1 failed and the generator has been down. Due to the generator's age replacement parts have been difficult to find, but it is hoped to be back online next week. The second Swan Lake generator has also been shut down in order to accumulate water in Swan Lake. While the two Swan Lake generators are/were down, the Tyee generators packed the entire system, yet Tyee Lake's water level is still slowly rising. SEAPA hired Valerie Allen as their new office staff member in Ketchikan. The transfer of Tyee O&M negotiations seem to be going well. SEAPA's CEO was preparing a term sheet, which anchors down all the items that will be involved in the transfer of the O&M contract from TBPA to SEAPA for Assembly action. SEAPA also has a tentative agreement with the Tyee operators' union. The next SEAPA meeting is the week of June 16 in Wrangell.

Commissioner Hammer reported that the lake level at Tyee was at a 3 year high this spring, even with the mild winter.

B. Wrangell Update

Commissioner Hammer reported that SEAPA contracted Chatham Electric to move 5 poles at the edge of town and the project went very well.

C. Petersburg Update

Commissioner Nelson reported that Chatham Electric replaced a pole outside of SEAPA's Scow Bay substation recently. The job was scheduled to take 2 days, but they were able to complete it in one long day so the generator didn't need to run overnight. Petersburg has seen lighter electric loads due to the mild weather. The canneries will be picking up shortly. The water level at Crystal Lake is in good shape and several feet above the rule curve. Power & Light is being conservative in generation to save as much water as possible to get through the anticipated dry summer and to make sure there is enough water for the hatchery.

9. Financials

No financials were available for this meeting. The Commission requests them at the next meeting.

10. Other Reports

No reports.

11. Manager's Report

No Manager's Report was available. The Commission requests one at the next meeting.

12. Continuing Business

Transfer of Tye O&M from TBPA to SEAPA – Commissioner Nelson shared the information about the term sheet SEAPA’s CEO is working on earlier in the meeting; Commissioner Hammer reported on some issues Wrangell Borough Manager Jabusch was having obtaining insurance information from TBPA Manager Nicholls.

13. New Business

A. Election of Officers

Commissioner Nelson thanked Vice President Larson for scheduling and running the last two meetings. With President Stough not responding to any correspondence and not attending recent meetings the Commissioners feel they may need to elect a new President. Commissioner Hammer suggested waiting until the next TBPC meeting to elect the position because the Wrangell Assembly may be appointing a new Commissioner next week to replace David Galla. He has received little to no feedback from the TBPA office for the last few months and feels TBPA cannot continue to operate in this manner. Commissioner Jensen agreed stating someone should check the door of the office to see if it is open for business. Mr. Galla was the Secretary, so when a new President is elected, a new Secretary needs to be elected as well. Commissioner Ashton stated it is important that the Commission maintain a level of professionalism during this difficult time and agreed that if legally appropriate, and President Stough is finished with his role on the Commission, a new President should be elected. Vice President Larson suggested adding the Election of Officers item to the next meeting agenda as it appears President Stough has decided not to participate. Commissioner Hammer made a motion to write President Stough a formal letter asking what his intentions are; Commissioner Nelson seconded the motion. The motion passed unanimously by Roll Call vote.

B. FY15 Budget

Vice President Larson believes that although the transfer of Tye O&M from TBPA to SEAPA is in the works, it is not complete; and in that case, the Commission should approve an FY15 operating budget for TBPA. He would like the FY15 budget to be on the agenda for the next meeting. Commissioner Nelson suggested giving Manager Nicholls a directive to prepare the FY15 budget and have it on the next agenda; Commissioner Ashton agreed. Commissioner Jensen stated that other directives have been given to Manager Nicholls that have been ignored over the last few months and he feels the Commission needs to have a back-up plan in case Manager Nicholls does not comply. He stated the Commission hasn’t had a financial update since January. Commissioner Ashton suggested the Commission should assume that their President is absent by default and Vice President Larson is acting President. He suggested Vice President Larson contact Manager Nicholls directly and instruct him to fulfill the Commission’s requests within a certain timeframe. Motion was made by Commissioner Nelson, seconded by Commissioner Jensen, asking Vice President Larson to take the Commission’s concerns (including the FY15 budget, the Manager’s participation in meetings, the preparation of board packets, and the Manager’s evaluation which will take place during executive session at this meeting) to General Manager Nicholls in person at his earliest convenience. During discussion, Vice President Larson gave his

opinion that written communication is more formal and having this communication in writing is essential. He stated that he also plans to call Manager Nicholls at the conclusion of the meeting to find out what his intentions are regarding the General Manager position. Commissioner Hammer agreed that putting the concerns in writing makes them hard to misunderstand. Vice President Larson will not be available between now and June 20 for a face to face meeting. The Commission agreed that oral communication could be done by telephone and a formal letter could be sent to Manager Nicholls as well. The motion was amended as such by Commissioner Hammer, with agreement from the motion maker and seconder. The motion as amended passed unanimously.

A 10 minute recess was taken. After the recess the meeting reconvened with the same members in attendance.

14. Executive Session – General Manager’s Evaluation

A motion was made by Commissioner Nelson and seconded by Commissioner Hammer to go into Executive Session for the purpose of conducting the General Manager’s evaluation, public knowledge of which could adversely affect the finances of the Wrangell and Petersburg municipalities. Commissioner Ashton recommended waiting until the next meeting to hold the Executive Session when the Commission should have a clear understanding of Manager Nicholls’ intentions for future leadership, management and communication. The motion to enter into Executive Session passed by a 4-1 Roll Call vote, Commissioner Ashton opposed.

After Executive Session, Commissioner Jensen made a motion, seconded by Commissioner Hammer, to ask Vice President Larson to send a letter to Manager Nicholls directing him to produce a TBPA FY15 budget, a meaningful manager’s report, and a financial statement for the Commission at the next TBPC meeting. The motion passed unanimously.

15. Director’s Comments

Commissioner Ashton thanked the Commissioners for their efforts in working through some difficult times and hopes the Commission comes out of this with a good plan and an organization they can be proud of.

Vice President Larson stated that the people participating in this meeting have the best of intentions to support the Boroughs of Petersburg and Wrangell in providing for their electrical needs. The Commission has some administrative challenges to address and is working toward doing so. Until the Commission’s obligations are met, the Commissioners attending this meeting will continue to do what the Boroughs have asked of them.


16. Schedule Next Meeting

The next regular meeting was scheduled for June 27, 2014 at 10:00 a.m. in the Petersburg Assembly Chambers.

17. Adjourn

A motion to adjourn was made by Commissioner Nelson, seconded by Commissioner Hammer. The meeting was adjourned at 12:08 p.m.

Date Approved by Commission: June 27, 2014

ATTEST: 
Kathy O'Rear, Petersburg Borough Clerk

MINUTES OF THE PETERSBURG Thomas Bay Power Commission, HELD FRIDAY, JUNE 27, 2014 AT 10:00 A.M. IN THE ASSEMBLY CHAMBERS OF THE MUNICIPAL BUILDING

1. **CALL TO ORDER** Vice President Larson called the regular meeting to order at 10:00 a.m. in the Petersburg Borough Assembly Chambers.
2. **ROLL CALL TO ESTABLISH QUORUM** Present: Vice President Larson, Commissioners Jensen, Hammer (by phone) and Nelson. Commissioner Ashton, via phone, attended the meeting late. Absent: None (*Clerk's Note: Wrangell Commissioners Stough and Galla had resigned their positions prior to this meeting. One of Wrangell's vacancy appointees, Bob Prunella, had not yet taken an Oath of Office and did not participate in the meeting. Wrangell has not yet filled the second vacancy.*)
3. **RECOGNITION OF GUESTS** Several visitors in Wrangell, Petersburg and Ketchikan, identified themselves as in attendance to observe the meeting.
4. **PERSONS TO BE HEARD** Visitor Petersburg Assembly Member John Havrilek inquired if the Commission knew whether or not their Office Manager and Secretary were on duty and receiving pay. Larson advised that it was his understanding that they are both working and receiving compensation. They have elected not to participate in Commission meetings.
5. **APPROVAL OF AGENDA** The agenda was amended to include item #12D (Absence of the Thomas Bay Power Authority Manager from Commission Meetings) and to note that there were no minutes provided for the January 27 meeting. Larson asked that the election of officers be postponed until the next meeting or when Wrangell has completed their appointments to vacancies.

The agenda, as amended, was unanimously approved.

6. **CONFLICT OF INTEREST** There were no conflict of interest declarations made.
7. **MEETING MINUTES APPROVAL**
 - A. Regular Meeting Minutes of January 27, 2014 (Not available).
 - B. Special Meeting Minutes of June 5, 2014
 - C. Regular Meeting Minutes of June 12, 2014 By unanimous Roll Call Vote, the minutes of the June 5 and June 12 Commission meetings were approved, as submitted.
8. **COMMUNICATION/CORRESPONDENCE** Commissioner Nelson read portions of Southeast Alaska Power Agency (SEAPA) Resolution #2014-054 that terminated the existing operations and maintenance agreement for Tye Lake and informed of SEAPA's goal to complete negotiations on the transfer of all operations and maintenance to SEAPA within the next ninety days. SEAPA CEO, Trey Acteson, informed specifics to the final terms and conditions document have been forwarded to both communities. Borough Manager Giesbrecht informed that the terms and conditions are being reviewed by Petersburg's legal counsel who will work with Wrangell and SEAPA attorneys to finalize the document. It is expected that Petersburg will take action on the documents as early as the July 7 assembly meeting.

Discussion was held on the responsibilities of the non-net billable portion of the upcoming TBPA budget with CEO Acteson informing that SEAPA has anticipated to close the transfer within 90 days so the non-net billable has been included in SEAPA's budget to provide ease of transition, based on available information provided to SEAPA. Acteson related that SEAPA has provided for funding of the secretary position and accounting functions of Tye in the non-net billable budget. In response to the

information, Larson advised that the Commission will then not take up preparation of a new budget unless required by the municipalities.

Acteson further informed that he has yet to receive the needed documents from TBPA to facilitate a smooth transfer. The TBPA office has not responded to several requests, including an in-person visit from Acteson. At the in-person visit, he was told by the TBPA Manager he needed a court order to obtain the documents. Larson informed the non-response of the office is not acceptable and the Commission will assure the necessary documents are provided. Larson advised in addition to the necessary documents not being provided to SEAPA, the Commission is also missing financial statements for the current fiscal year. It was believed the documents have been intentionally withheld.

9. **FINANCIALS** No financials had been provided even though specific requests to the manager had been made.
10. **OTHER REPORTS** None.
11. **MANAGER'S REPORT** The TBPA Manger had informed Larson that he is available to answer questions via phone, but will not be participating or attending Commission meetings. Commission Member Jensen advised that there has not been a Tye report made to SEAPA either.
12. **CONTINUING BUSINESS**
 - A. **Election of Officers (due to the resignations of Board Members Stough and Galla, there are vacancies in the President and Secretary Board positions)** The election was postponed to give Wrangell opportunity to complete their vacancy appointment process.
 - B. **Transfer of Tye O&M from TBPA to SEAPA**
 1. **Providing all necessary documents for the transfer to Wrangell Borough Manager (the designated point of contact)** The Commission acknowledged the on-going difficulty of obtaining the necessary transfer documents from the TBPA office and will figure out how to provide the necessary documents.
 2. **Determine what is still required of the Commission in this transfer** It is not known if the Commission needs to take any further official action on the transfer of the O&M of Tye. Consensus was the current agreement needs only be addressed by the two municipalities and SEAPA.
 - C. **Fiscal Year 2015 Operating Budget** No action taken.
 - D. **General Manager's Absence** At the June 12, 2014 meeting, Vice President Larson was given direction to contact Manager Nicholls directing him to provide a proposed FY 2015 budget, a meaningful Manager's report and a financial report. Larson said it appears the work has been done, but not transmitted to Commission members. Larson had also instructed the Manager to be in attendance at this meeting. It was clear that the Manager's behavior was not acceptable. Information regarding the Alaska Open Meetings Act was shared with the Commission by the Petersburg Borough Clerk. A motion to place the TBPA General Manager and the Secretary immediately on paid Administrative leave pending an investigation and a future meeting of the Commission passed unanimously by Roll Call Vote. Commissioner Hammer was given authorization to collect all TBPA keys, credit cards and passwords to computers from the Manager and Secretary. A uniformed officer and/or the Wrangell Clerk should accompany Hammer and the employees should be given up to 20 minutes to collect their personal property.
13. **NEW BUSINESS** None.
14. **SCHEDULE NEXT MEETING** The next meeting was scheduled for 10:00 a.m., Wednesday July 9, 2014. Commission Member Ashton joined the meeting by phone and

was briefed on actions taken by the Commission. By a unanimous Roll Call Vote, the Commission approved the scheduling of an Executive Session on the next meeting agenda to discuss the TBPA manager's non-performance.

15. **ADJOURN** The meeting adjourned at 10:58 a.m.

7-9-2014

Date Approved

Kim Lane, CMC
Wrangell Borough Clerk



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

JUL 02 2014

Regulatory Division
POA-2014-250

Kiewit Infrastructure West Company
Attention: Justin Obrien
2000 W. International Airport Road, Suite C-6
Anchorage, Alaska 99502

Dear Mr. Obrien:

Enclosed is the signed Letter of Permission, file number POA-2014-250, Zimovia Strait, authorizing construction of a temporary, 30' by 152' pile supported dock, and four mooring dolphins. The project site is located within Section 13, T. 62 S., R. 83 E., Copper River Meridian, USGS Quad Map; Petersburg B-2, Latitude 56.4886° N., Longitude 132.3901° W., at the Wrangell Airport Quarry, in Wrangell, Alaska. Also enclosed is a Notice of Authorization which should be posted in a prominent location near the authorized work.

If changes to the plans or location of the work are necessary for any reason, plans must be submitted to us immediately. Federal law requires approval of any changes before construction begins.

Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Additionally, we have enclosed a Notification of Administrative Appeals Options and Process and Request for Appeal form regarding this Department of the Army Letter of Permission (see section labeled "Initial Proffered Permit").

Thank you for your cooperation with the Corps of Engineer's Regulatory Program. If you have any questions, please contact me via email at jack.j.hewitt@usace.army.mil, in writing at the letterhead address, or by phone at (907) 753-2708. For additional information about our regulatory program, visit our web site at: <http://www.poa.usace.army.mil/Missions/Regulatory.aspx>

Sincerely,


Jack Hewitt
Project Manager

Enclosures:



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

JUL 0 2 2014

Regulatory Division
POA-2014-250

DEPARTMENT OF THE ARMY
LETTER OF PERMISSION

Authorization is hereby granted to Kiewit Infrastructure West Company, to:

Construct a temporary, 30' x 152' dock, supported by eight-24" steel battered pipe piles and eight-24" steel pipe piles. Additional work includes installing four mooring dolphins, each dolphin would be founded on four-24" piles. The purpose of the dock is to provide a load out facility to transfer rock from the Wrangell Airport Quarry onto barges. The structure will be removed, and the area restored to pre-construction conditions, by August 31, 2015.

The work will be performed in accordance with the enclosed plans, 3 sheets, dated May 2014, which are incorporated into, and made a part of this Letter of Permission.

This action is based upon the recommendation of the Chief of Engineers and under the provisions of Section 10 of the 1899 Rivers and Harbors Act (30 Stat 1151; 33 U.S.C. 403).

This authorization is subject to the following special conditions and the enclosed general conditions and further information (see enclosure entitled: GENERAL CONDITIONS/INFORMATION).

Special Conditions:

1. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the U.S.
2. You must install and maintain, at your expense, any safety lights and signals prescribed by the U.S. Coast Guard (USCG), through regulations or otherwise, on your authorized facilities. The USCG may be reached at the following address and telephone number: Commander (oan), 17th Coast Guard District, P.O. Box 25517, Juneau, Alaska 99802, (907) 463-2272.
3. The permittee understands and agrees that, if future operations by the U.S. require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

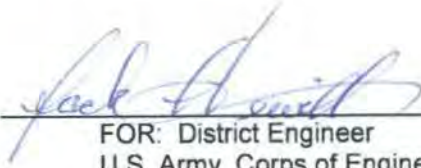
Further, please note that 33 CFR 325.5(b)(2) requires that you submit to the Corps a report of completed work. Enclosed is a form for you to complete and return to us once the work authorized by this Letter of Permission is complete.

Nothing in this authorization shall be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations which may affect the proposed work.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

30 June 2014

DATE



FOR: District Engineer
U.S. Army, Corps of Engineers

GENERAL CONDITIONS/INFORMATION

1. The time limit for completing the work authorized ends five years from the date of this authorization. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must contact the Alaska District Corps of Engineers to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 3 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may, in certain situations, (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

5. **Extensions.** General Condition #1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2014-250, Zimovia Strait
Name of Permittee: Kiewit Infrastructure West Company
Date of Issuance: JUL 0 2 2014

Upon completion of the activity authorized by this letter of permission and any required mitigation, **sign this certification and return it to Mr./Ms. PM/RS NAME at the following address:**

U.S. Army Corps of Engineers
Alaska District
Regulatory Division
Post Office Box 6898
JBER, Alaska 99506-0898

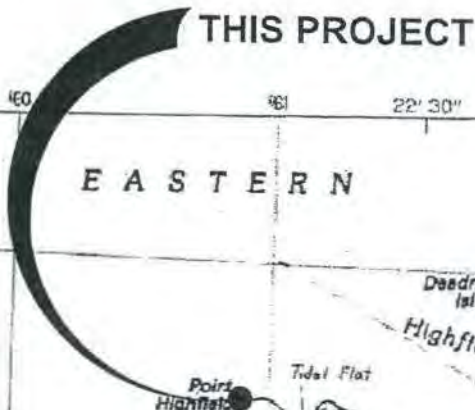
Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

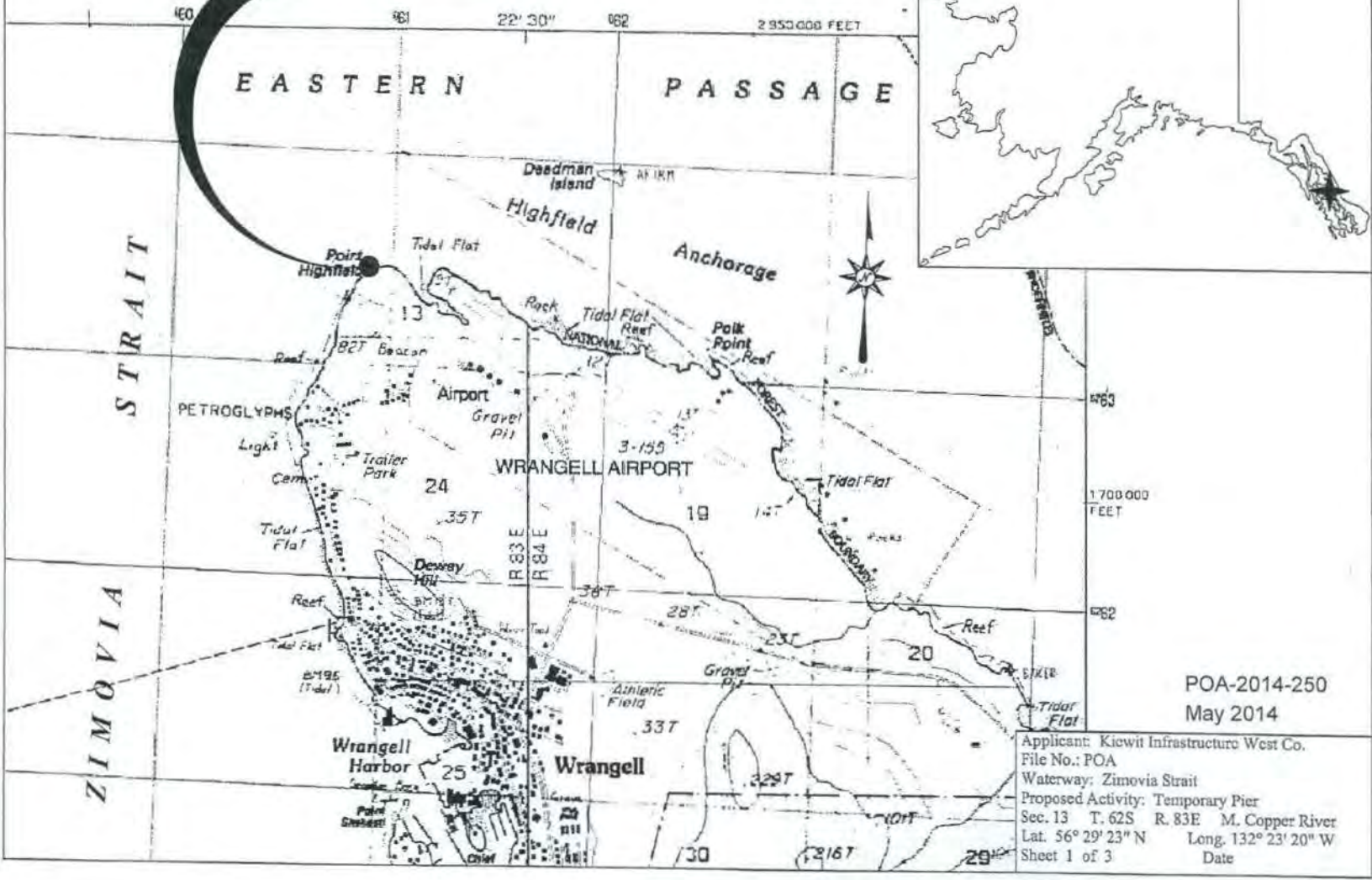
Signature of Permittee

Date

VICINITY MAP



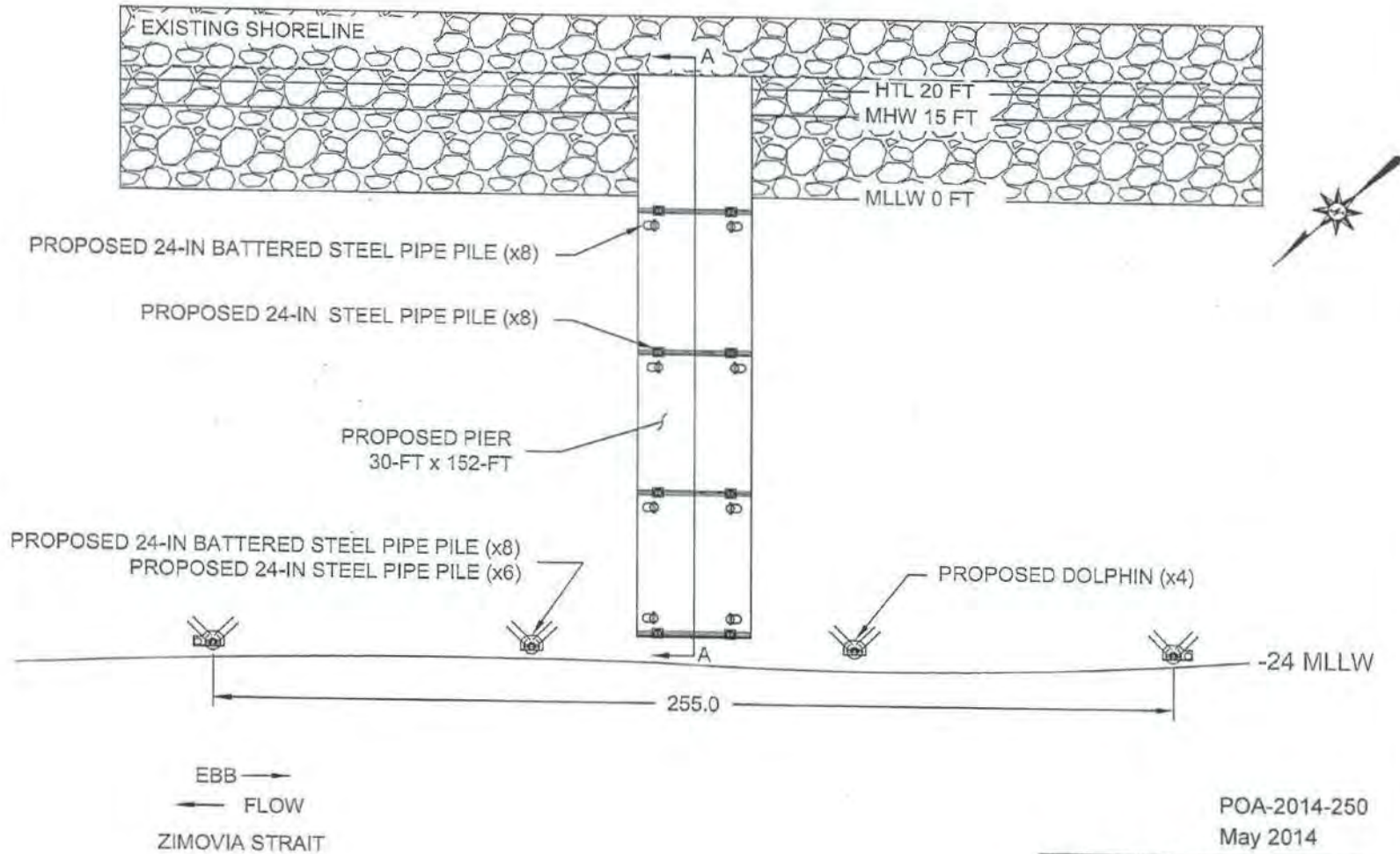
THIS PROJECT



POA-2014-250
May 2014

Applicant: Kiewit Infrastructure West Co.
File No.: POA
Waterway: Zimovia Strait
Proposed Activity: Temporary Pier
Sec. 13 T. 62S R. 83E M. Copper River
Lat. 56° 29' 23" N Long. 132° 23' 20" W
Sheet 1 of 3 Date

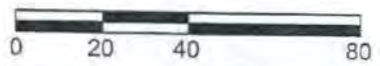
PIER PLAN VIEW



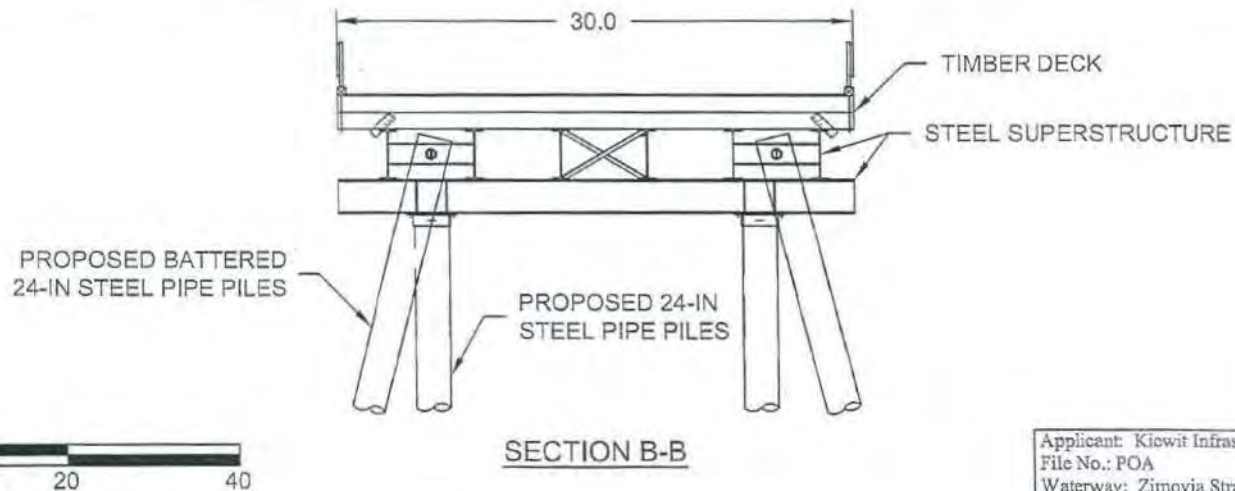
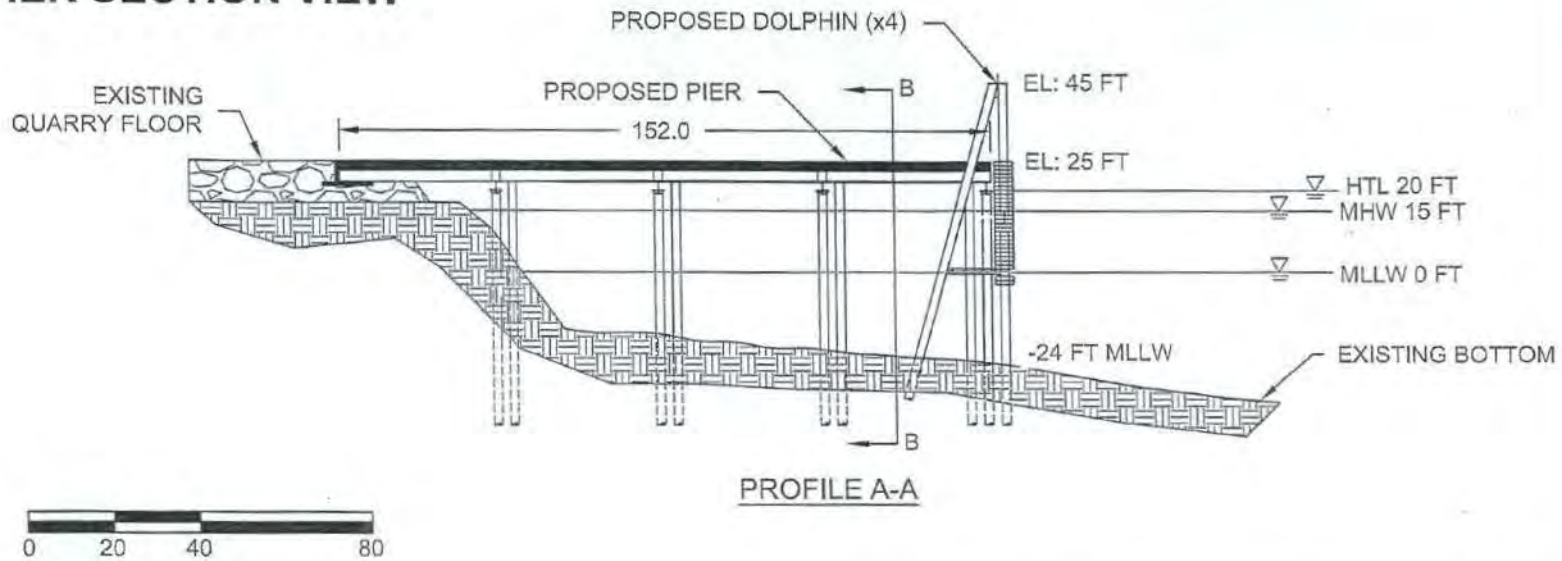
POA-2014-250
May 2014

Applicant: Kiewit Infrastructure West Co.
File No.: POA
Waterway: Zimovia Strait
Proposed Activity: Temporary Pier
Sec. 13 T. 62S R. 83E M. Copper River
Lat. 56° 29' 23" N Long. 132° 23' 20" W
Sheet 2 of 3 Date

CITY AND BOROUGH OF WRANGELL, ALASKA
WRANGELL AIRPORT



PIER SECTION VIEW



POA-2014-250
May 2014

Applicant: Kiewit Infrastructure West Co.
File No.: POA
Waterway: Zimovia Strait
Proposed Activity: Temporary Pier
Sec. 13 T. 62S R. 83E M. Copper River
Lat. 56° 29' 23" N Long. 132° 23' 20" W
Sheet 3 of 3 Date

CITY AND BOROUGH OF WRANGELL, ALASKA
WRANGELL AIRPORT



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

United States Army Corps of Engineers
Waterway: Zimovia Strait

A permit to: construct a temporary, 30' x 152' pile supported dock,
and four mooring dolphins

within: Section 13, T. 62 S., R. 83 E., Copper River Meridian,
USGS Quad Map: Petersburg B-2, Latitude 56.4886° N., Longitude
132.3901° W., at the Wrangell Airport Quarry, in Wrangell, Alaska

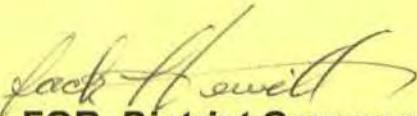
has been issued to: Kiewit Infrastructure West Company

on: and expires on: August 31, 2015

Address of Permittee: 2000 W. International Airport Road, Suite C-6

Permit Number:

POA-2014-250


**FOR: District Commander
Jack Hewitt
Project Manager
Regulatory Division**

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

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Kiewit Infrastructure West Company	File Number: POA-2014-250	Date: 7 July 2014
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Jack Hewitt, PM
Alaska District Corps of Engineers
CEPOA-RD-S
P.O. Box 6898
JBER, AK 99506-0898
(907) 753-2708

If you only have questions regarding the appeal process you may also contact:

Commander
USAED, Pacific Ocean Division
ATTN: CEPOD-PDC/Cindy Barger
Building 525
Fort Shafter, HI 96858-5440

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:



Regulatory Division
POA-2014-264

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

JUL 08 2014

John and Joan Sargent
Post Office Box 892
Wrangell, Alaska 99929

Dear John and Joan Sargent:

This is in response to your request for Department of the Army (DA) authorization to discharge 1,505 cubic yards of shot rock into 0.025 acre of wetlands, to construct a driveway. The project is located in Section 17, T. 64 S., R. 84 E., Copper River Meridian, USGS Quad Map: Petersburg B-2, Latitude 56.3171° N., Longitude 132.3461° W., Wrangell Island West Subdivision, Block 2, Lot 8, in Wrangell, Alaska. Please refer to file number POA-2014-264, Zimovia Strait, in correspondence with this office. We have determined your proposal may be conducted under the authority of the nationwide permit (NWP) outlined below.

DA permit authorization is necessary because your project may involve a discharge of fill material into waters of the U.S. under our regulatory jurisdiction. Based on our review of the information you provided, and resources available to this office, we have preliminarily determined the project site contains wetlands, which are waters of the U.S. Please sign the attached Preliminary Jurisdictional Determination (PJD) Form and return it to our office. A PJD is not appealable. At any time you have the right to request and obtain an Approved Jurisdictional Determination, which can be appealed. If it is your intent to request an Approved JD, do not begin work until one is obtained.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan, 5 sheets, dated June 2014, is authorized by NWP 18, Minor Discharges. This NWP and its associated General and Regional Conditions can be accessed at our website at: www.poa.usace.army.mil/Missions/Regulatory/Permits.aspx. You must comply with all terms and conditions associated with NWP 18, and please note that Regional Conditions C-H, and J apply specifically to your project.

Also note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

This verification is valid until March 18, 2017, unless the NWP is modified, reissued, or revoked. It is incumbent upon you to remain informed of changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Thank you for your cooperation with the Corps of Engineer's Regulatory Program. If you have any questions, please contact me via email at jack.j.hewitt@usace.army.mil, in writing at the letterhead address, or by phone at (907) 753-2708. For additional information about our regulatory program, visit our web site at <http://www.pos.usace.army.mil/reg>.

Sincerely,


Jack Hewitt
Project Manager

Enclosures



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2014-264

Name of Permittee: John and Joan Sargent

Date of Issuance: JUL 08 2014

Upon completion of the activity authorized by this permit and any mitigation required by the permit, **sign this certification and return it to Jack Hewitt at the following address:**

U.S. Army Corps of Engineers
Alaska District
Regulatory Division
Post Office Box 6898
JBER, Alaska 99506-0898

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Preliminary Jurisdictional Determination Form

This preliminary JD find that there "may be" waters of the United States on the subject project site that could be affected by the proposed activity based on the following information:

District Office File/ORM # PJD Date

State City/County

Nearest Waterbody Name/ Address of Person Requesting PJD

Project Location Section Township

Meridian Range

USGS Quad Map Latitude Longitude


Subdivision Name, Block, Lot, Directions to Project Site

<p>Identify (Estimate) Amount of Waters in the Review Area</p> <p style="text-align: center;"><u>Non-Wetland Waters:</u></p> <p><input type="text"/> Linear ft <input type="text"/> Width <input type="text"/> Acres <input type="text"/> Stream Flow</p> <p style="text-align: center;"><u>Wetlands</u></p> <p><input type="text" value="1"/> Acres Cowardin Class: <input type="text" value="Palustrine, forested"/></p>	<p>Name of Any Water Bodies on the Site Identified as Section 10 Waters:</p> <p>Tidal: <input type="text" value="Zimovia Strait"/></p> <p>Non-Tidal: <input type="text"/></p> <p><input checked="" type="checkbox"/> Office (Desk) Determination Date of Site Visit: <input type="text"/></p> <p><input type="checkbox"/> Field Determination</p>
--	---

SUPPORTING DATA: Data Review for Preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below)

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data Sheet prepared by the Corps
- Corps navigable waters' study:
- USGS NHD Data.
- USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s) Cite quad name:
- USDA Natural Resources Conservation Service Soil Survey. Citation:
- National Wetlands Inventory map(s):
- State/Local Wetland Inventory map(s):
- FEMA/FIRM map(s):
- 100-year Floodplain Elevation:
- Photographs:
 - Aerial (Name & Date)
 - Other (Name & Date)
- Previous determination(s). File # and date of response letter:
- Other Information:

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

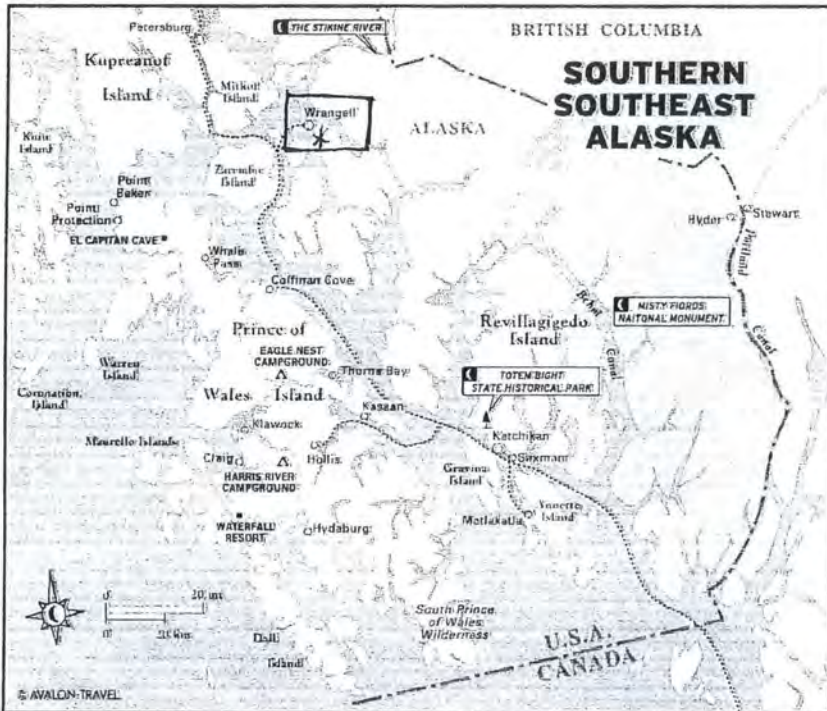


Signature and Date of Regulatory Project Manager
(REQUIRED)

Signature and Date of Person Requesting Preliminary JD
(REQUIRED, unless obtaining the signature is impracticable)

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS: 1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time. 2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

Vicinity Maps



ZIMOVIA STRAIT



Proposed project location.

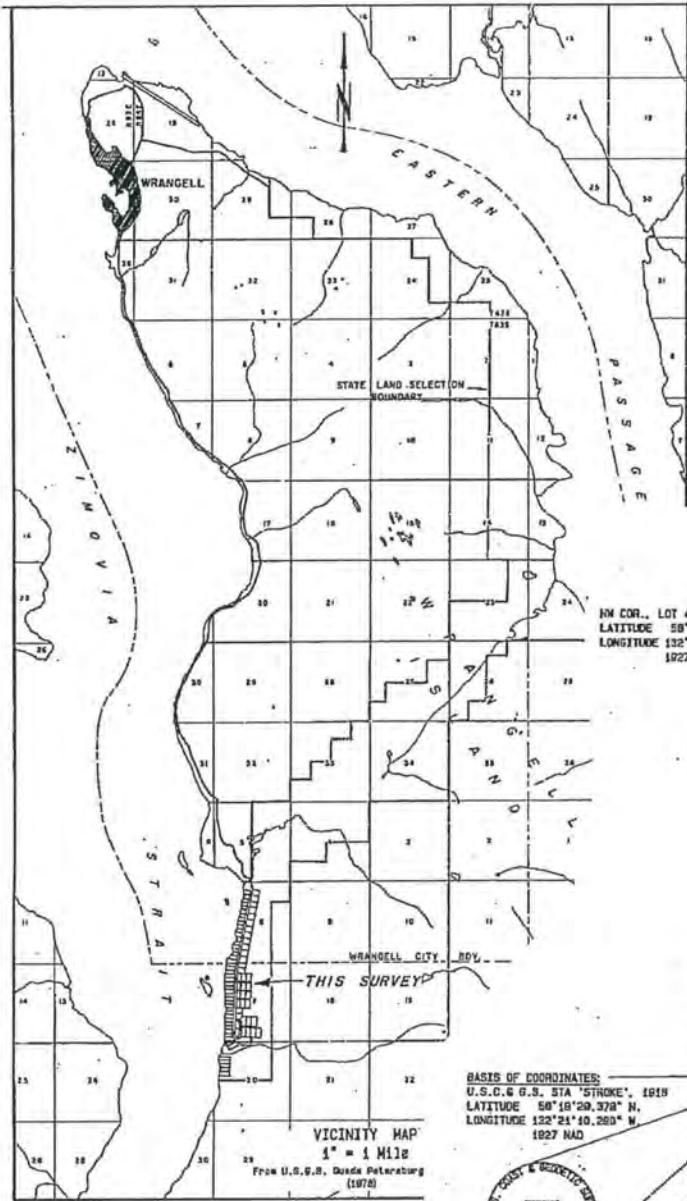
City: Wrangell
 Borough: Wrangell
 State: Alaska
 Directions to site: From the city of Wrangell, travel 12.8 mile south on Zimovia Highway. Property is on the west side of the road.

NAME: John & Joan Sargent
 File NO:
 Waterway: Zimovia Strait
 Sec: Lot 8, Bk 2 T: Wrangell Island West R: Plat 83-11
 Lat: N 56 deg, 19.062 min Long: W 132 deg, 20.752 min
 Page 1 of 1

USGS QUAD(s): Attached legal description documents and pictures

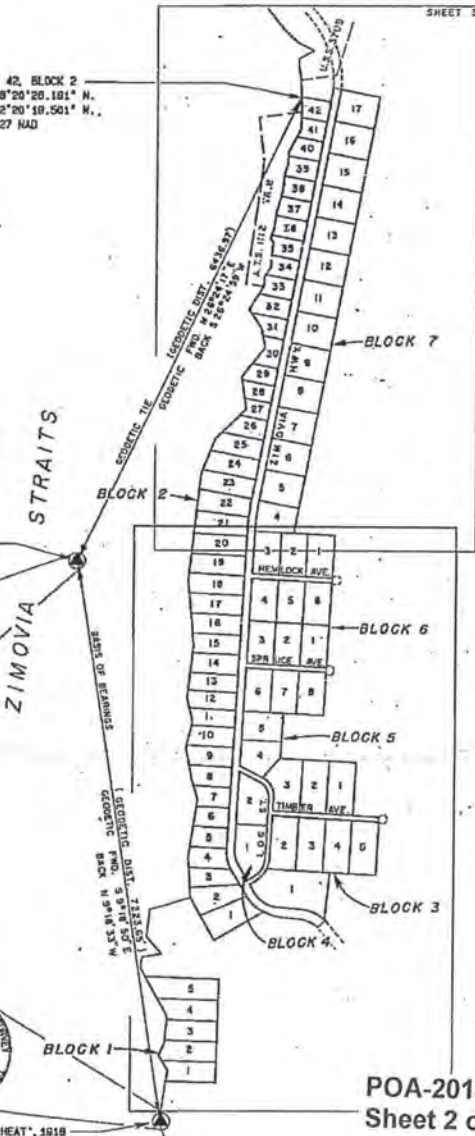
Name: John and Joan Sargent

Location: Lot 8, Block 2, Wrangell Island Subdivision



NW COR., LOT 42, BLOCK 2
 LATITUDE 58°20'20.181" N.
 LONGITUDE 132°20'19.501" W.,
 1927 NAD

BASIS OF COORDINATES:
 U.S.C.G.S. STA "STROKE", 1918
 LATITUDE 58°18'29.378" N.
 LONGITUDE 132°21'10.283" W.
 1927 NAD



U.S.C.G.S. STA. "HEAT", 1918
 LATITUDE 58°18'18.132" N.
 LONGITUDE 132°20'49.566" W.
 1927 NAD

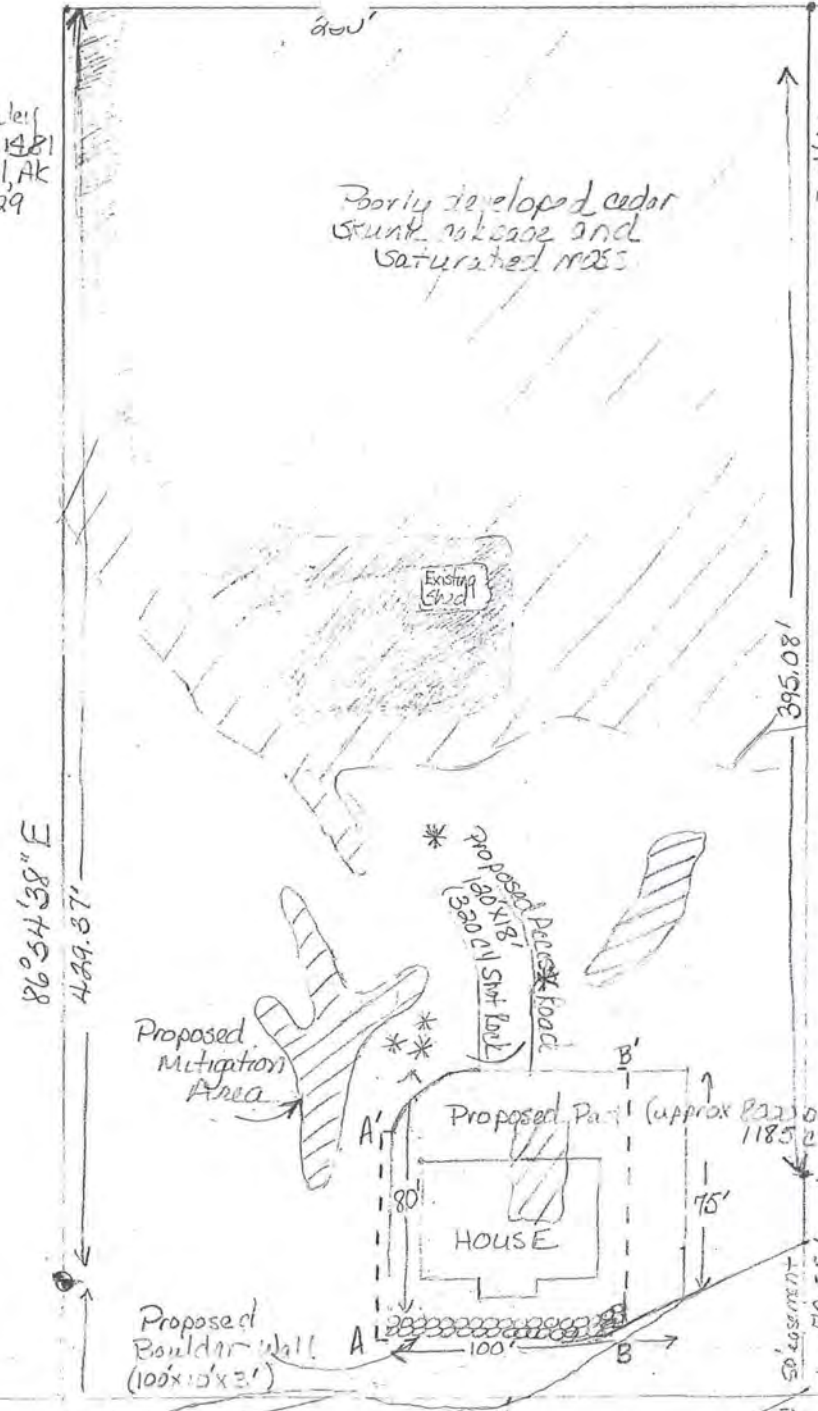


NOTE - ALL LANDS IMMEDIATELY ADJACENT TO THIS SURVEY ARE OWNED BY THE STATE OF ALASKA.

Zimovia Highway

Tim Bailey
P.O. Box 1481
Wrangell, AK
99929

John Verhey
Sylvia Etefain
P.O. Box 662
Wrangell, AK
99929



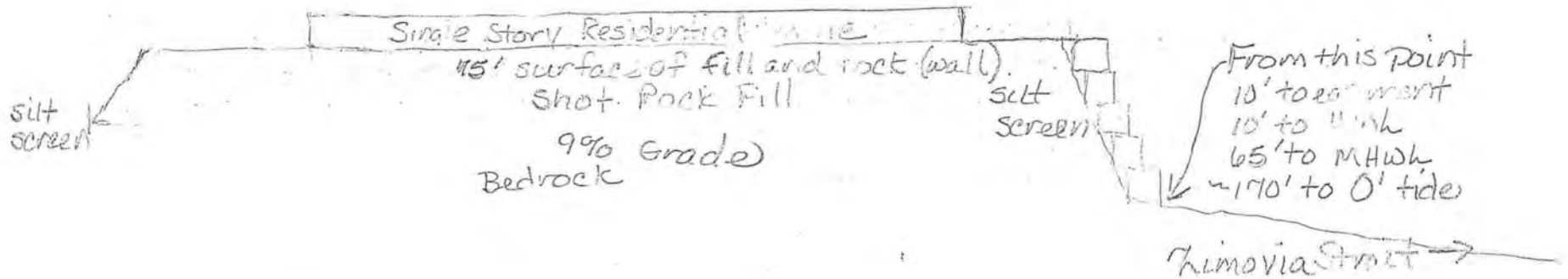
- Preexisting fill
- Single Stunk Cabbage
- Multiple stunk cabbage / Fine saturated soil / drainage

City: Wrangell
Borough: Wrangell
State: Alaska
Directions to site: From the city of Wrangell, drive south 12.8 miles on Zimovia Hwy.
Property is west of the highway.

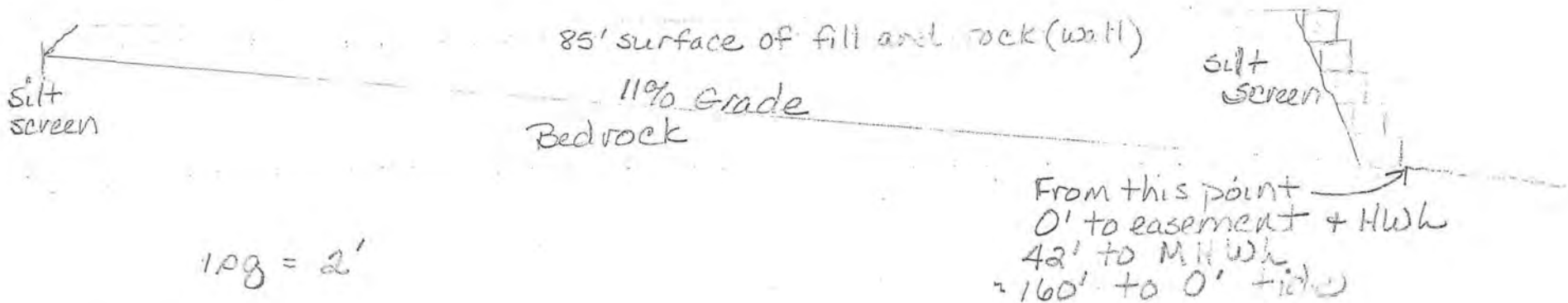
NAME: John and Joan Sargent
File NO:
Waterway: Zimovia Strait
Sec: Lot 8, Bk 2 T: Wrangell Island West R: Plat 83-11
Lat: N 56 deg, 19.062 min Long: W 132 deg, 20.752 min
Page 1 of 3

POA-2014-264, Zimovia Strait
Sheet 3 of 5, Dated: June 2014

Profile A-A' (North side of proposed pad)



Profile B-B' (20' north of south side of proposed pad)

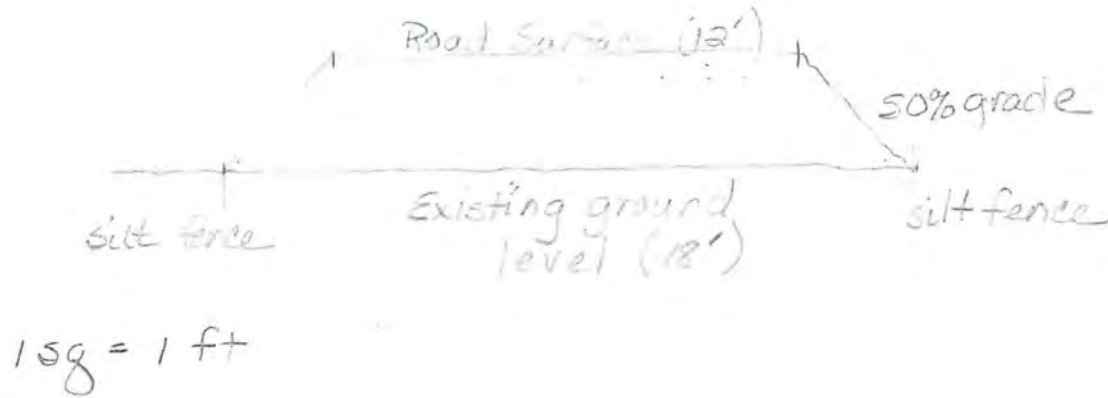


City: Wrangell
 Borough: Wrangell
 State: Alaska
 Directions to site: From the city of Wrangell, drive south 12.8 miles on Zimovia Hwy.
 Property is west of the highway.

NAME: John and Joan Sargent
 File NO:
 Waterway: Zimovia Strait
 Sec: Lot 8, Bk 2 T: Wrangell Island West R: Plat 83-11
 Lat: N 56 deg, 19.062 min Long: W 132 deg, 20.752 min
 Page 2 of 3

POA-2014-264, Zimovia Strait
 Sheet 4 of 5, Dated: June 2014

Profile for Proposed Road



City: Wrangell
Borough: Wrangell
State: Alaska
Directions to site: From the city of
Wrangell,
drive south 12.8 miles on Zimovia Hwy.
Property is west of the highway.

NAME: John and Joan Sargent
File NO:
Waterway: Zimovia Strait
Sec: Lot 8, Bk 2 T: Wrangell Island West R: Plat 83-11
Lat: N 56 deg, 19.062 min Long: W 132 deg, 20.752 min
Page 3 of 3

MEMORANDUM

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

FROM: AMBER AL-HADDAD, PARKS & RECREATION DIRECTOR and
CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: CONCEPTUAL TRAIL LAYOUT

DATE: July 16, 2014

BACKGROUND

On June 24, 2014 the Assembly approved Wrangell's conceptual trail layout, allowing staff to further the work necessary to prepare for the August trail training and field work of layout out that trail corridor. In an effort to keep the Assembly apprised of this project, we offer the following update.

Staff reviewed a variety of undeveloped parcels surrounding the proposed trails. Through this review, staff's goal was to identify the trails' general route, while preserving the maximum number of adjacent platted parcels for future development.

The intent is to keep the trail corridor along existing "social trails" where possible, as well as to create some mixed-use trails, where feasible. Future funding would be sought for construction required for the type of multiple users identified for each trail. Further, trail corridors would be kept within street Right-of-Ways, where possible, allowing for future trail-to-sidewalk conversion or for subdivision redesign, if and when future development occurs, in several of the trail locations.

The proposed general route was presented to the Planning & Zoning Commission in early July. Planning & Zoning was very supportive of the trail effort. Carol Rushmore and Terri Henson explained the layout plan. Comments from Planning & Zoning commissioners included: Consideration of future residential development behind the Stough's Trailer Court, which was considered as one of the next areas for potential residential expansion and to maintain the trail corridor within the ROW; Consideration of snow machine and all terrain/4-wheel vehicle use in the wetlands behind the Industrial Subdivision and adjacent to State airport property, which was considered as a future mixed-use trail. It is within this wetland area that we may have the opportunity to restore damaged wetlands by directing traffic to a specific trail as opposed to the network of trails currently having been created; and Consideration of trapping that takes place primarily along the Spur Road.

Survey work, performed by R&M Engineering, will provide property boundaries and/or corners necessary to identify parcels adjacent to those containing the proposed trail corridor for the upcoming trail training course and fieldwork. Following the August trail training session, Wrangell will have a fairly detailed trail corridor layout as we advance the project toward full design and construction, when funding become available.

ATTACHMENTS:

Further developed Conceptual Trail Map

Mt. Dewey Trail extension with connections to Bennett Street to the east and toward Evergreen Avenue to the northwest. The dotted line represents a wetland complex cross-connection, possibly for all-terrain vehicle and snow machine use. Extensions shown in blue color.



Volunteer Loop Trail extension with connection to Etolin Street and beyond.

Extension shows in blue color.



There will not be a written
Borough Manager's Report for this
Agenda. There will be a verbal
report given by Manager Jabusch
at the Assembly meeting.

Agenda Item 9

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM

CLERK'S REPORT July 22, 2014

Mark Your Calendar:

- 7/23 BEARFEST Begins and continues thru Sunday, July 27th
- 8/7 Port Commission mtg. @ 7pm in the Assembly Chambers
- 8/14 Planning & Zoning Commission @ 7pm in the Assembly Chambers
- 8/20 Hospital Board mtg. @ 5:30pm at the Nolan Center
- 8/21 Wrangell Convention & Visitors Bureau @ 6:30 pm in the Assembly Chambers
- 8/26 Borough Assembly mtg @ 7pm in the Assembly Chambers

- 7/24 TBP Commission mtg. to be held in the Petersburg Assembly Chambers @ 10am
- 8/28 SEAPA Board Mtg. to be held in Ketchikan, with times TBD

Upcoming Elections

- Primary Election - Tuesday, August 19, 2014 (*absentee voting begins on August 4th*)
- Local City Election - Tuesday, October 7, 2014
- General Election - November 4, 2014

Upcoming Assembly Travel

Mayor Jack and Assembly Member Blake will be traveling to the Alaska Municipal League Summer Legislative Conference. This conference will be held in Nome, AK from August 13-15, 2014.



The issue —
not the person

is always what is
under consideration.

Agenda Items 10 a, b, c, d, & e

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY
AGENDA ITEM
July 22, 2014

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 on the Borough
Assembly**

One vacancy (unexpired *term until October 2014*)

**As of Friday, July 18th, there was one (1) letter of interest received for
this vacancy from:**

- **Becky Rooney**

Recommended Motion:

**Move to appoint _____ to fill the vacancy on the
Borough Assembly for the unexpired term until October, 2014.**

- **Item 10c** Appointment of an Assembly Member as the Hospital Board Liaison

~ *Mayor appoints with the consent of the Assembly*

- **Item 10d** Appointment to fill the vacancy on the Thomas Bay Power Commission

One vacancy (unexpired term until **October 2016**)

**There was no letter of interest received for the October 2016 vacancy.

~ *Mayor appoints with the consent of the Assembly*

- **Item 10e** Appointment to fill the vacancies on the Planning & Zoning Commission

Two (2) vacancies (unexpired terms until **October 2016**)

**As of Friday, June 20th there were two (2) letters received from:

- **Christina Florschultz**
- **Apryl Hutchinson**

~ *Mayor appoints with the consent of the Assembly*

RECOMMENDED ACTION, IF NOT APPROVED WITH THE CONSENT OF THE ASSEMBLY:

Move to appoint _____ to fill the vacancy on the _____ for the unexpired term ending _____.

Move to appoint _____ to fill the vacancy on the _____ for the unexpired term ending _____.

Agenda Item 13a

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Discussion regarding changing the \$1,000,000 value for the sale or lease of borough property as defined in Charter section 5-14, Contracts and Sales (*question was raised by Assembly Member Decker at the June 24, 2014 Regular Assembly mtg.*)

Attachments:

1. WMC Charter Section 5.14

RECOMMENDED ACTION:

Assembly Discussion and Possible Action.

Section 5-14 Contracts and Sales.

A. 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).

B. An entire public utility and appurtenant franchises belonging to the borough may be sold or leased only by authority of an ordinance enacted or ratified at an election by an affirmative vote of a majority of the qualified voters of the borough who vote upon the question.

C. Any other provision of this charter notwithstanding, the borough may enter into an agreement for the purchase, sale or other disposal of electric power, or an agreement providing for participation by the borough in the construction, acquisition or operation of hydroelectric power facilities, upon such terms as the borough assembly may approve by resolution.

Agenda Item 13b

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval of City Tidelands Annual Five-Year
Reassessments

Attachments:

1. Annual Reassessments from Michael Renfro, Borough Assessor

Per WMC 16.08.220 – Rental Adjustments: The annual rental payable pursuant to any lease issued under the provisions of this chapter shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter which is divisible by the number five. All adjusted rates shall be computed at six percent on the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the borough assessor and reviewed and determined by the assembly as provided in WMC [16.08.100](#).

- #31 rental will be \$738.00 plus tax (Lot 2, Block 84B) *(Richard Kaer, dba Breakwater Seafoods)*
- #27 rental will be \$132.00 plus tax (Lots 13A, Block 84A) *(John Maxand)*
- #28 rental will be \$426.00 plus tax (Lot 6, Block 84A) *(Ben Curtis)*
- #26 rental will be \$1362.00 plus tax (Lots 14A & 15A, Block 84A) *(John Agostine)*
- #7 rental will be \$520.20 plus tax (Lot B, Travel Lift Replat) *(Freeman/Fordyce)*
- #33 rental will be \$206.40 plus tax (Lot C, Travel Lift Replat) *(Randy Churchill)*
- #32 rental will remain at a fixed rate of \$50.00 plus tax per year (Lots 6&7, Block 54) *(Central Council Tlingit & Haida Indian Tribes of Alaska)*

RECOMMENDED ACTION:

Move to approve the five-year City Tideland Reassessments as presented.

**LIMITED APPRAISAL OF
SIX TIDELAND LEASE SITES FOR
CITY and BOROUGH OF WRANGELL
WRANGELL, ALASKA**

**FOR
KIM LANE, CITY CLERK
CITY and BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929**

**VALUATION DATE
JUNE 30, 2014**

FILE 14-3335

**BY
MICHAEL C. RENFRO
PARTNER**

**APPRAISAL COMPANY OF ALASKA
3940 ARCTIC BOULEVARD - SUITE 103
ANCHORAGE, ALASKA 99503**

June 30, 2014

Kim Lane, City Clerk
City and Borough of Wrangell
P. O. Box 531
Wrangell, Alaska 99929

Re: Six Tideland Lease Sites for the City of Wrangell
Wrangell, Alaska

Dear Ms. Lane:

Pursuant to your request, I have prepared a limited appraisal report on the fair market value of the above parcels as if vacant. The appraisal date is June 30, 2014. The purpose of the report is to determine the fair market value for lease purposes. A description and current status of each site precedes the valuation section of each lease.

The reader is referred to the City of Wrangell comparable lease and sales book for a complete description of the comparable leases and sales utilized in this report.

A brief summary of the leases to be valued are as follows:

<u>No.</u>	<u>Legal</u>	<u>Area Sq. Ft.</u>	<u>Filled Tidelands</u>	<u>Fee Value</u>
31	Lot 2, Block 84B, Tidelands Resub of Wrangell Tidelands Addition	16,436	No	\$12,300
27	Lot 13A, Block 84A	3,385	No	\$2,200
28	Lot 6, Block 84B, Wrangell Tidelands Addition	9,456	No	\$7,100
26	Lots 14A and 15A, Block 84A Wrangell Tidelands Addition	34,956	No	\$22,700
7	Lot B Travel Lift Replat	13,341	No	\$8,670.00
33	Lot C Travel Lift Replat	5,293	No	\$3,440.00

The lessee by lease number is as follows:

<u>No.</u>	<u>Lessee</u>
31	Richard Kaer dba Breakwater Seafoods
27	John Maxand
28	Ben Curtis
26	John Agostine
7	Elodie Freeman/Randy Fordyce
33	Randy Churchill

A description of each site and the analyses which lead to the fair market value conclusion follows by lease number in this report. The comparable lease and sales data is retained in our files.

If you have any questions regarding this limited appraisal report please do not hesitate to call me.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro,
Partner

MCR
14-3335

WRANGELL TIDELANDS LEASE

Lease No. 31

LOCATION: At the north end of Peninsula Street on the west side of Wrangell Harbor.

LEGAL DESCRIPTION: Lot 2, Block 84B, Tidelands resubdivision of Wrangell Tidelands Addition, as recorded on Plat 89-2, recorded April 20, 1989, Wrangell Recording District, Wrangell, Alaska.

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: Richard & Cathy Kaer
dba Breakwater Seafoods

FEE VALUE: \$12,300

DATE OF LEASE: 5/9/89

5/14

REVALUE: 5/9/94, 5/9/99, 5/04, 5/09,

TERMS: 5/9/89 for 30 yrs,
6% of value per year
5 year revalue

ZONING: WFD

AREA: 16,436 sq.ft.

USE AT LEASE: Commercial dock
site

ANTICIPATED USE: Commercial development

ACCESS: From Harbor or
adjoining uplands

ASSESSMENTS: None noted

UTILITIES: Electricity,
telephone, water

EASEMENTS/RESTRICTIONS: None
noted

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-06/14

PROPERTY DESCRIPTION: A submerged tidelands at the mouth of the Wrangell Small Boat Harbor on the west side. The adjoining uplands is developed with a mixture of residential and commercial uses. The tideland is developed with a piling dock and float.

ANALYSIS: \$12,300/16,436 sq. ft. = \$.75/sq. ft.

\$12,300 x .06 = \$738.00/year

WRANGELL TIDELANDS LEASE

Lease No. 27

LOCATION: NHN Peninsula Street on the Zimovia Strait Side.

LEGAL DESCRIPTION: Lots 13A, Block 84A, Wrangell Tidelands Addition, City of Wrangell, Alaska

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: John Maxand

FEE VALUE: \$2,200

DATE OF LEASE: 12/93

REVALUE: 12/98, 12/03, 12/04, 12/09,
12/14

TERMS: 55 years, 5 yr. revalue

ZONING: WFD

AREA: 3,385 sq. ft.

USE AT LEASE: Vacant

ANTICIPATED USE: Residential

ACCESS: Thru adjoining
uplands

ASSESSMENTS: None noted

UTILITIES: None to site, all
located in adjoining uplands

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-6/14

PROPERTY DESCRIPTION: Submerged tidelands located on the Zimovia Strait side of Peninsula Street.

ANALYSIS: \$2200/3,385 sq. ft. = \$.65/sq. ft.

$\$2,200 \times .06 = \132.00 year

Ben Curtis

WRANGELL TIDELANDS LEASE

Lease No. 28

LOCATION: Located at the north end of Peninsula Street in Wrangell Harbor, Wrangell, Alaska

LEGAL DESCRIPTION: Lot 6, Block 84B ATS 83, Wrangell Tidelands Addition, Wrangell, Alaska

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: Ben Curtis

FEE VALUE: \$7,100

DATE OF LEASE: 5-94

Revalue: 5-99, 5/04, 5/09, 5/14

TERMS: Unknown

ZONING: RMD

AREA: 9,456 sq. ft.

USE AT LEASE: Moorage

ANTICIPATED USE: Moorage

ACCESS: Through lots 3-L or 3-M

ASSESSMENTS: None noted

UTILITIES: All available

EASEMENTS/RESTRICTIONS: None noted

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-06/14

PROPERTY DESCRIPTION: Submerged tidelands located at the end of Peninsula Street in the Wrangell Harbor.

ANALYSIS: $\$7,100/9,456 \text{ sq. ft.} = \$.75/\text{sq.ft.}$

$\$7,100 \times .06 = \$426/\text{year}$

WRANGELL TIDELANDS LEASE

Lease No. 26

LOCATION: NHN Peninsula Street on the Zimovia Straight Side.

LEGAL DESCRIPTION: Lots 14A & 15A, Block 84A Wrangell Tidelands Addition
City of Wrangell, Alaska

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: John Agostine

FEE VALUE: \$22,700

DATE OF LEASE: 5/2004

Revalue 5/2009, 05/2014

TERMS: 55 yrs., 5 yr. Revalue

ZONING: WFD

AREA: 18,098 sq. ft. – Lot 15A
16,585 sq. ft. – Lot 14A
34,956 sq. ft. Total

USE AT LEASE: Vacant

ANTICIPATED USE: Commercial

ACCESS: Thru lots 20 & 21 adjoining

ASSESSMENTS: None noted

UTILITIES: None to site, all located in
adjoining uplands

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-7/14

PROPERTY DESCRIPTION: Submerged tidelands located east of Peninsula Street on
Zimovia Straight.

ANALYSIS: \$22,700 / 34,956 sq. ft. = \$.65 / sq. ft.

$\$22,700 \times .06 = \$1362.00 / \text{year}$

WRANGELL TIDELANDS LEASE

Lease No. 7

LOCATION: Between Shakes Street and the inner Wrangell Harbor

LEGAL DESCRIPTION: Lot B, Travel Lift Replat

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: Freeman/Fordyce

FEE VALUE: \$8,670.00

DATE OF LEASE: 2009

TERMS: 6% of fee value per year

ZONING: WFD

AREA: 13,341 sq. ft.

USE AT LEASE: Vacant

ANTICIPATED USE: Harbor Use

ACCESS: Across adjoining lots

ASSESSMENTS: None noted

UTILITIES: None

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-7/2014

PROPERTY DESCRIPTION: Submerged tidelands inside the inner harbor.

ANALYSIS: \$8670 / 13,341 sq. ft. = \$.65 / sq. ft.

$\$8,670 \times .06 = \$520.20 / \text{year}$

WRANGELL TIDELANDS LEASE

Lease No. 33

LOCATION: Located on the east side of Shakes Avenue in Wrangell Harbor

LEGAL DESCRIPTION: Lot C, Travel Lift Replat, Wrangell Alaska

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: Randy Churchill

FEE VALUE: \$3,440.00

DATE OF LEASE: 2009

TERMS: Unknown

ZONING: WFD

AREA: 5,293 sq. ft.

USE AT LEASE: Vacant

ANTICIPATED USE: Unknown

ACCESS: Through Lot FR16

ASSESSMENTS: None noted

UTILITIES: All available

EASEMENTS/RESTRICTIONS: None noted

CONFIRMED WITH: City of Wrangell

BY/DATE: MCR-6/2014

PROPERTY DESCRIPTION: Submerged tidelands located east of Shakes Avenue in Wrangell Harbor.

ANALYSIS: $\$3440 / 5,293 \text{ sq. ft.} = \$.65 / \text{sq. ft.}$

$\$3,440 \times .06 = \$206.40/\text{year}$

LEASE NO. 32

LOCATION: NHN First Avenue, Wrangell, Alaska

LEGAL DESCRIPTION: Lots 6 and 7, Block 54, Wrangell Townsite

LESSOR: City of Wrangell

INSTRUMENT: Lease

LESSEE: Central Council Tlingit & Haida Indian Tribes of Alaska

FEE VALUE: \$45,600

DATE OF LEASE: 9/93, 98, 2003, 2008, 2013

TERMS: 55 years

ZONING: Public Use

AREA: 16,000 sq. ft.

USE AT LEASE: Vacant

ANTICIPATED USE: Head Start Building Site

ACCESS: Good, 1st Avenue

ASSESSMENTS: None

UTILITIES: Water, sewer,
electric/telephone

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City

BY/DATE: 07/14 MCR

PROPERTY DESCRIPTION: Level filled site with all utilities.

ANALYSIS: 2013 \$45,600/ 16,000 sq.ft. = \$2.85/sq.ft.

Lease rate fixed by original lease at \$50.00 per year



CERTIFICATION (leases 31,27,28,26,7,33, & 32)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. I made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the person signing this report.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Michael C. Renfro

CERTIFICATION

(lease 32)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. I made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the person signing this report.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Michael C. Renfro, Partner



Agenda Item 13c

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval to award a contractor for the Waterfront Master Plan

Attachments:

1. Memo from Carol Rushmore, Economic Development Director
2. RFP for the Waterfront Master Plan Development
3. Response from Corvus Design, Inc.

RECOMMENDED ACTION:

Move to award the contract for planning services for a Waterfront Development Master Plan to Corvus Design, Inc.

MEMORANDUM

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

**FROM: MS. CAROL RUSHMORE
ECONOMIC DEVELOPMENT DIRECTOR**

SUBJECT: Evaluations of Responses to the RFP for a Waterfront Master Plan

DATE: July 15, 2014

BACKGROUND:

The Borough received \$75,000 grant from the state several years ago to prepare a waterfront master plan that would obtain community consensus and plan designs for the waterfront area from the Marine Service Center to City Dock. With the rehabilitation of Front Street, the improvements and expansion of the Marine Service Center, and existing industrial, commercial and visitor uses of the area, it was imperative that the community discuss and resolve conflicting and potentially incompatible uses in the last undeveloped waterfront area of downtown.

There were 5 responses to the RFP for Waterfront Master Planning assistance.

There were 6 independent reviewers of the responses. Evaluation Criteria was drawn directly from elements of the RFP. Reviewers included: John Martin (Port Commission); Greg Meissner (Harbor Master); Cyni Waddington (Chamber of Commerce); Julie Decker (Economic Dev. Comm); Carol Rushmore (Economic Development Director); Terri Henson (Nolan Center Director/Visitor Industry).

All 6 reviewers, reviewing independently, unanimously scored Corvus Design, Inc as the high scorer, and therefore the preferred contractor.

The average review score of each responder (highest 60) was:

<u>Responder</u>	<u>Score</u>	<u>\$\$</u>
Corvus Design:	56	\$72,825
Sheinberg Associates	51	\$71,950
Moffat & Nichol	47	\$73,444
Design Alaska	42	\$74,000
BergerABAM	40	\$71,965

RECOMMENDATION:

Award the contract for planning services for a Waterfront Development Master Plan to Corvus Design, Inc.

ATTACHMENTS:

1. Request For Proposal for Waterfront Master Plan Development
2. Response by Corvus Design, Inc

**City and Borough of Wrangell, Alaska
Request for Proposals for
Waterfront Master Plan**

Submittal Deadline: May 29, 2014, 2:00 p.m. Alaska Time

City and Borough of Wrangell
PO Box 531
Wrangell, Alaska 99929
www.wrangell.com/rfps
907-874-2381

Released April 30, 2014

Request for Proposals For Planning Contractor Services For a Waterfront Master Plan

Introduction:

The City and Borough of Wrangell (herein after referred to as the “Borough”) is seeking the services of a qualified Consultant to assist in the preparation of a waterfront master plan (hereafter referred to as the “Plan”). The Borough requests a detailed proposal based on the described elements from individuals or firms having experience in the areas identified in the solicitation.

Proposals will be received in the office of the Borough Clerk, City & Borough of Wrangell, PO Box 531, Wrangell, Alaska 99929, until 2:00PM, May 29 2014, then will be opened and publicly read.

Project Description:

The overall purpose of the project is the creation of a site specific Master Plan of Wrangell’s downtown waterfront and to facilitate collaboration in the preparation of the Plan. The plan is intended to promote a mix of viable social and economic opportunities in the plan area, including commercial, waterfront development, and public uses areas and identify potential pedestrian or other linkages between the waterfront corridor and the newly renovated downtown corridor. The planning process will engage a variety of planning partners, further outlined below.

The project boundary is the waterfront extending from the Marine Service Center to and including the City Dock area. The waterfront area includes and is adjacent to industrial uses (Marine Service Center and barge ramp yard area); visitor uses (Nolan Center/ Stikine Inn/ City Dock); public uses (sidewalk benches and signs, City Hall lawn, City Dock); commercial uses (City Hall/Grocery Store/charter offices/Stikine Inn).

Efforts over the last 15 years to help local businesses develop, thrive and expand in Wrangell’s slow economy have been on-going and include construction of the Nolan Center which houses the Museum, Visitor Center and Convention Center; construction of the Marine Service Center which includes a 150 ton travel lift, 40 ton trailer and in May 2014 a new 300 ton lift with associated work and storage yard area; a downtown revitalization effort that included a complete new facelift for the downtown corridor, as well as cooperative marketing opportunities, and business development efforts.

The successful Downtown Revitalization effort focused on the downtown commercial district in Wrangell from City Dock to Case Avenue in an effort to create an attractive and functional business area for the community, making it attractive to residents, visitors and cruise passengers; redirect business to this corridor as a community pride and economic tool; and to create links between the commercial businesses and the community’s cultural sites and attractions.

The Wrangell Cooperative Association (local Native tribal Council) with assistance from the Borough and Tlingit -Haida Regional Housing Authority improved their community building and surrounding land located on Front Street and is in the process of constructing a carving shed adjacent and across the street from the Nolan Center and Wrangell Museum.

The development of the Travel Lift and Marine Service Center has occurred over the last 7 years and has provided key economic growth and opportunity for the community. Millions of public and private dollars have been invested in the development and phased completion of the site, new opportunities have been identified for growth potential, and businesses are expanding services.

The last bit of undeveloped waterfront in the downtown area exists on Campbell Drive between the Nolan Center and the barge staging area adjacent to City Dock. The Borough has a Corps of Engineers fill permit (POA-1990-114-R) to fill approximately 3.4 acres of tidelands connecting the marine service center dock and the barge staging area. How to utilize this waterfront area for the benefit of the community and to minimize conflicts between existing and potential user groups is the primary focus for the waterfront master plan. Long term use of the barge staging area, improvements to the City Dock area, connectivity between the water front and the Museum and Service Center are other issues that will need to be addressed.

Project Objectives:

- Develop a community involvement plan
- Identify ideas, use conflicts, potential growth, long term and short term opportunities
- Achieve consensus as to the long term use and development of the Wrangell's waterfront
- Provide an implementation plan, with potential alternatives

Scope of Work:

The Scope of Work outlined in this RFP is intended to provide flexibility to contractors to propose the most appropriate means of completing this project in the most efficient, timely, and cost effective manner. The selected contractor will be expected to work closely and regularly with the Economic Development Director and the Harbor Master throughout the project to ensure successful completion of the project tasks on-time and within budget.

Public and partner participation will be critical to the success of this project. Unfortunately, much of the beginning of this process will occur during the summer season when many of the Stakeholders will be busy fishing or providing tourism/visitor related services. Staff foresees the general public meetings/workshops would need to wait to occur until the summer season is over. The contractor will develop a process for working with the Planning Partners identified below as well as a community involvement plan to be implemented as the development of the waterfront master plan progresses. It will identify additional participants and stakeholders than the Planning Partners listed below and include details of how the contractor will involve each group in this planning effort. Use of creative and innovative methods for generating genuine community and stakeholder involvement is encouraged.

The contractor should expect to conduct an appropriate number of community meetings and use a variety of tools throughout the planning process, including but not limited to:

- Meetings with key stakeholder groups – These may include private, public, local, and state agencies; identified planning partners; property owners; private developers; community councils within and adjacent to the planning area; and other local businesses, business associations.
- Meetings with local decision makers – These could include meetings or work sessions with bodies such as the Borough Assembly, Port Commission, Economic Development Committee, Planning and Zoning Commission, and other key officials to gather input and guidance at key points in the planning process.
- Public meetings –Public workshops and successive meetings will be conducted as necessary.
- Communication portfolio – The printed communication portfolio may include fact sheets, workshop hand-outs, information published for interviews and public meetings. These will be developed with input from Borough Staff.
- Project website – The contractor can create a project-specific website for the Waterfront Master Planning process or develop a page(s) within Wrangell’s City website template (www.wrangell.com) and provide graphic and written materials for the website. Other methods such as Facebook, online media, and mailings should be used to communicate information about the project. The contractor will bear the cost of all mailings. The Borough can provide a mailing list to the contractor of Planning Partners and nearby landowners.
- Other tools – The contractor can use other tools to help broaden public participation.

The project’s expected outcomes include a public involvement and consensus building process, a Master Plan to guide development to support the character of Wrangell’s downtown and waterfront area, strategies for implementing the recommendations, development of designs and conceptual drawings ready to be engineer designed or implemented dependent on the design element, GIS Mapping for draft and final reports and mapping system, draft and final reports.

Planning Partners:

Community members as well as each of the organizations and businesses adjacent to the project boundary has an interest in developing an exceptional plan for the area that will minimize conflicts, provide economic opportunity and encourage public use. The following entities are located adjacent to the project boundary, but are not meant to constitute the complete list of stakeholders in the area.

Wrangell Port and Harbors is a Department of the City and Borough of Wrangell. The Harbor department manages the Marine Service Center yard area and travel lift and oversees the barge ramp and barge yard area. The City Dock is also the responsibility of the Harbor Department. The Port Commission, a 5 member elected Commission, serves in an advisory capacity to the Assembly. A Port and Harbor Master Plan was completed in 2008 to identifying priority projects of the Port Commission and Staff and development opportunities.

James and Elsie Nolan Center is a facility owned by the City and Borough of Wrangell. The Center houses the Wrangell Museum, the Visitor Center and the Convention Center. There is a 7 member Nolan Center Committee providing recommendation to staff and the Assembly on policies relating to the Center.

Bobs' IGA Grocery Store – full service grocery store.

Samson Tug and Barge and Alaska Marine Lines are the two freight companies that utilize the Borough owned barge ramp and barge yard. Samson Tug and Barge has a long term lease for a portion of the yard area.

A private individual owns the building housing the commercial businesses NAPA and Alaska Charters and Adventures/Marine Artist. The individual also owns the land on which are located three small movable structures belonging to Alaska Vistas, Breakaway Adventures, and small retail store.

City and Borough of Wrangell is the municipal entity that owns the tidelands within the project boundary and responsible for roads and sidewalks. The Borough owns the land on which City Hall is located. The Borough holds a Corps of Engineers fill permit for fill in front of Bobs' IGA and City Hall from the barge ramp to the Marine Service Center dock. The Borough Assembly is a 7 member elected Assembly.

Stikine Inn is located adjacent to City Dock on the edge of the project boundary. The Inn includes a restaurant that has an outdoor seating area, and several private businesses located within the structure.

Wrangell Convention and Visitor Bureau, as the local tourism marketing entity, has a direct interest in the waterfront development issues and links to Front Street.

Wrangell Chamber of Commerce is a membership driven organization with direct interest in the waterfront development issues and links to Front Street.

Wrangell Port Commission, as an advisory to the Assembly on all waterfront and port related issues, they are interested in how the waterfront plan will positively or negatively impact port operations and needs.

Wrangell Economic Development Committee is an advisory group to the Assembly on issues and projects related to economic development for the Borough and are interested in the Plan's potential to provide further economic development opportunities.

Wrangell Planning and Zoning Commission is responsible for the recommending land use decisions that will provide long term benefits to the Community.

Wrangell Cooperative Association is constructing a Carving Shed on Front Street, across the street from the Nolan Center.

City and Borough of Wrangell Assembly is the 7 member elected governing entity for the Borough, with a Borough Manager providing the daily Borough management.

Planning Documents:

The Wrangell Comprehensive Plan (2010) is a useful tool that addresses land uses and potential growth opportunities for the community. The growth of the Marine Services Center, the multiple uses of the project boundary area, and issues of potential concern are discussed in the Comprehensive Plan. A copy of the plan is available on line at <http://www.wrangell.com/planning/comprehensive-plan>.

Port and Harbor Master Plan (2009) was prepared for the Harbor Department to guide priority project development and harbor growth.

Submittals:

Proposals should contain, but is not necessarily limited to, the following items:

1. **Management summary.** Provide a cover letter indicating the underlying philosophy of the individual or firm in providing the service; the name and address of the person or persons to contact, and the name of the person authorized to represent the individual or firm. The letter must be signed by the person authorized to bind the individual or firm to all commitments made in the proposal.
2. **Proposal.** The proposer shall describe how the scope of work requirements will be undertaken for this project. The methodology shall be described in sufficient detail to demonstrate the proposer's familiarity with this type of project. It shall also include a proposed schedule to undertake the work items, together with an indication of major project milestones. This section should describe overall approach to include any special considerations that may be envisioned. Proposers are encouraged to think creatively and bring their unique perspective to the project.
3. **Individual/Firm education, experience and capacity.** All respondents shall provide profiles and resumes of the staff potentially to be assigned to the project, including subcontractors if any, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the respondent's expertise in the areas of the RFP. Please provide three references for similar projects within the last five years.
4. **Additional data.** Provide any additional information that will aid in evaluation of the response.
5. **Cost data.** Estimate the cost of the services provided by itemized tasks as possible. The Borough has no more than \$74,000 to utilize for this project so please clearly show what you propose to do for the amount of funds bid. Identify all non-labor costs and their estimated totals including a detailed listing for any direct costs.
6. **Time Line.**
 - Public Notice Issued: April 29, 2014
 - Submittal Deadline: May 29, 2014, 2:00pm prevailing time.
 - Review of Proposals: June 2014
 - Award of Proposal: Tentatively June 24, 2014

7. Submission Information.

The proposals may be delivered electronically to the Borough Clerk (contact information listed below) with “Waterfront Master Plan Proposal, Submittal Deadline: May 29, 2014” listed in the subject line. It would still be helpful to submit at least one hard copy along with the electronic copy for proper formatting and print effects. If the electronic version is in by the deadline date, the hard copy can arrive within a week of the closure. If the document is exceedingly large, please contact the Clerk to establish an alternative means to submit the document (via dropbox or other similar system).

Proposals may also be delivered by mail to the address below. If mailed, please mail one hard copy and a one digital version, in a sealed envelope bearing the caption on the envelope, “Waterfront Master Plan Proposal, Submittal Deadline: May 29, 2014”. Please note that mail delivery by UPS or FED EX can be delayed in Anchorage or mail could be delayed due to weather, please plan accordingly. The envelope should be delivered to:

Kim Lane, Borough Clerk
Wrangell City Hall
P.O. Box 531
205 Brueger Street
Wrangell, AK 99929
907-874-2381 clerk@wrangell.com

8. Additional Submittal Information.

The Borough will not reimburse for any expenses incurred in preparing and submitting a proposal.

Selection Process:

Evaluation of the responses will be based on the following criteria:

1. Qualifications, education and experience of the individual, the firm, and assigned staff members
2. Understanding of the project and objectives
3. Methodology used to develop consensus building opportunities and plan development
4. Successful completion of similar projects
5. Availability of personnel and whatever else is necessary for achieving the goals
6. Fee Schedule
7. Other qualifications as necessary to achieve the goals described or included by reference in the solicitation

Proposals will be screened and the top candidates will be selected by an evaluation committee. The Committee, through the Economic Development Director, may request additional information for clarification to clearly evaluate proposals. The Evaluation Committee will make a final recommendation to the Borough Assembly.

Reservations:

The City & Borough of Wrangell reserves the right to reject any and/or all proposals received and to waive irregularities or informalities in any of the proposals. The City & Borough of Wrangell may request any respondent to clarify its response or to supply additional material deemed necessary to assist in the selection. The City & Borough of Wrangell may modify or otherwise alter any or all of the requirements herein. In the event of any modification, all respondents will be given an equal opportunity to modify their response in the specific area impacted.

Additional Information:

For further information regarding the Request for Proposals, contact the Economic Development Director, Carol Rushmore at P.O. Box 531, Wrangell, AK 99929;
Tel: 907-874-2381; Email: ecodev@wrangell.com

Letter of Transmittal

City and Borough of Wrangell
Kim Lane, Borough Clerk
PO Box 531
Wrangell, AK 99929



Proposal for:

Wrangell Waterfront Master Plan

Corvus Design is very pleased to provide this response to your request for proposals for the development of the Wrangell Waterfront Master Plan for the City and Borough of Wrangell. Your RFP is requesting a process that is reflective of Wrangell: engaging, innovative and inclusive. We fully understand the Waterfront Master Plan for Wrangell is a community priority that will provide an essential planning and implementation tool for the last undeveloped waterfront area in downtown Wrangell. We know there are a variety of interests in the development of the waterfront. Some of these are complimentary, while others are not.

To ensure the best interests of the community are met, Corvus Design has assembled a waterfront planning and public involvement team of professional leaders from Southeast Alaska. These firms are well respected in Wrangell, know the community intimately, and have the special skill sets to consolidate the needs and priorities to create an inclusive and community supported waterfront master plan. Our team includes:

Corvus Design (Juneau): Landscape architecture and planning. Southeast Alaskan waterfront planning expertise, project management and public involvement.

PND Engineers (Juneau): Structural and marine engineers. Leaders in Pacific Northwest marine and waterfront engineering and permitting.

Rain Coast Data (Juneau): Public involvement and economics. A new firm led by a long established Southeast Alaskan coastal economic specialist, Meilani Schijvens.

NorthWind Architects (Juneau): Architecture firm. Southeast Alaska architecture firm that provides a perfect compliment to rounding out our planning expertise.

We firmly believe that no other team has the same established long term understanding of Wrangell, its needs, and its waterfront. Our pledge to Wrangell is to listen, find common ground/consensus, be accountable, and develop the best possible waterfront that will meet the needs of the community and provide economic opportunities. Key to this pledge is to *“enhance Wrangell as a real working coastal community.”* Our past successes in Wrangell and other communities in Southeast will provide the highest benefit to Wrangell while being cost effective.

Your Project

To ensure the success of your project we feel the following are the essential elements that need to be incorporated into the project.

Research and Analysis: Our team is extremely familiar with Wrangell, its priorities and its waterfront. We have provided much of the planning, design, engineering and permitting for the project area and surrounding uses. These include obtaining fill permits for the Project area, and design and engineering on the Wrangell Marine Service Center, Nolan Center, Front Street Improvements and the Downtown Wrangell Revitalization Plan. With this exceptional background knowledge we can hit the ground running and focus our efforts on other phases of work. We will evaluate our previous work, validate assumptions and identify any data gaps



to allow us to develop a public outreach methodology that allows the collection of needed information, creates an inclusive process and keep the public focused on the task at hand.

Public Outreach: While we may have outstanding knowledge of the needs and concerns of the community, we cannot understate the need to **listen to the public and the client** at the onset and throughout the project. Since we are very familiar with the project and community we can develop a public involvement process that creates partnerships and consensus while extracting the needed information in an organized and structured fashion. We have excellent experience with developing consultation processes that reach a wide cross-section of citizens, and provide a variety of ways for people to contribute. While reaching people is important, we also put an emphasis on recording and sharing what we have heard. We've had good success with project blogs since they act as a linear record of the process, where participants can go to see what others have said and to make sure that they feel they have been heard accurately.

Planning: Our priority for this project is to develop a master plan that does not live on a shelf collecting dust. The highest use for this document is to be a dynamic resource for garnering community support, as a funding tool, and directing its implementation. The project must be economically feasible, provide economic opportunities, and meet the many needs of the community. We have learned that a diverse waterfront defines Southeast communities and Wrangell has the opportunity to develop a signature waterfront master plan that meets the community's many needs while respecting its culture, people, and heritage.

Accountability: While not specifically listed in the RFP, we feel accountability is key in the development of successful community master plans. This is accomplished through developing trust and being available to the community. We want to build off our/your previous successes with the Downtown Revitalization Plan and plan to spend multiple consecutive days in the community working with stakeholders, developing plans and hosting public meetings while we are in the community. We want the plan to be developed in Wrangell while actively engaging its residents, not in the void of our offices.

Value: Again, while not specifically listed in the RFP, our team's knowledge of Wrangell allows us to 'hit the ground running' and develop methodologies early that respond to issues and convert these issues to opportunities. This will result in project efficiencies that allow us to reduce our project fees or to further develop the master plan beyond what is called for.

Passion: All team members are passionate about Wrangell. This is not just another job for us, this is one we have been tracking for years and our passion will come out in our work with you.

Peter Briggs is the president and sole owner of Corvus Design, Inc and has the authority to bind Corvus Design within this contract should it be awarded to our team.

We thank you for the opportunity to propose on this project and hope you enjoy reading about our team, its strategies and how best to develop an inclusive, community supported waterfront master plan.



Peter Briggs, ASLA
President & Principal Landscape Architect
Corvus Design, Inc.

2506-B Fairbanks Street • Anchorage, AK • 99503 • 907.222.2859
pbriggs@corvus-design.com • www.corvus-design.com



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A. Introduction



Two decades ago the regional Southeast Alaska economy changed course as the timber industry abruptly declined, deeply impacting Wrangell. When the Wrangell sawmill closed in 1994, it accounted for a quarter of all local jobs, and a third of all direct local wages. Local government officials reacted quickly – developing a long-term large-scale vision for the future Wrangell economy—a modern Southeast Alaska working waterfront maritime economy. Through excellent leadership that vision is being carefully and patiently implemented piece-by-piece. The Wrangell Waterfront Master Plan is the next piece in this comprehensive approach to local economic development.



The Borough has worked hard on this vision: building a new boat harbor, upgrading the local seafood processing infrastructure, and investing in its boat building and repair facilities. The Borough developed a Marine Service Center—built on a 5-acre former mill site—complete with tunnel freezer, cold storage, a 300-ton vessel lift, a 150-ton lift, a 40 ton trailer, and boat storage; adopting best-practices, bylaws, and shipyard rules from other successful yard. The municipal efforts to provide economic stability and community renewal did not stop at the waterfront. The Nolan Center was built to house the Visitors Center, Museum, and convention center. The Wrangell Downtown Revitalization project team—which included key members of the team currently included in this proposal—updated and enhanced the downtown corridor, while working with the community to preserve Wrangell's history, culture and character. Not all of the updates were solely led by the local government. Chief Shakes Tribal House was restored, and Trident Seafoods bought and expanded the former Wrangell Seafoods plant.



These deliberate and careful investments in local community infrastructure have resulted in significant changes. After a steep 19% population decline in the first 12 years following timber industry losses (1994 to 2006), the population of Wrangell has increased each year since then, including growing its population a rate 2.4 times greater than the region as a whole.

The Waterfront Master Plan for Wrangell is a community priority that represents the next critical piece of this effort. A Waterfront Master Plan will provide a road map for the community over the next several years to do the following:

- To improve Wrangell's downtown waterfront while providing economic opportunities
- To expand on the improvements made during the Downtown Revitalization Plan process, and
- To create downtown and waterfront areas that are beneficial and attractive for residents and visitors.

Because this Plan will center on the last undeveloped waterfront area in downtown Wrangell, it is of vital importance that the planning project include input from the full spectrum of stakeholders; local decision makers, the general public, the business community, local and state agencies, property owners, local associations, and others. We will employ a range of community engagement tools (described below) to gather stakeholder input. Understanding Wrangell's challenges and building on its strengths and opportunities is what planning is about. Clearly the time is right for Wrangell to engage in this important planning process. In response to this challenge, we have assembled Southeast Alaskan leaders in waterfront planning and facilitation to assist the Borough in taking this next critical step.



B. Our Team and Their Experience



Corvus Design

Role: Project Management, Master Planning Lead, Public Involvement

Corvus Design is a full-service landscape architecture and planning firm with two offices and seven staff. Since its inception in 2006, Corvus has grown to be the largest independent landscape architecture firm in Alaska, including an office in Juneau, and providing services for over 250 projects throughout the state. We currently have four licensed landscape architects working with us, and three staff providing additional support. Our staff has extensive experience with planning and landscape architecture, with a special emphasis on community-based process and public outreach. We maintain a high-level of proficiency with a range of communication software from graphic design and illustration, to drafting and a full range of GIS mapping and graphics abilities.

Corvus Design services that are related to this project include:

- Project Management
- Public Consultation/Outreach/Public Meetings
- Community Consensus Building
- Waterfront and Community Master Planning
- Landscape Architecture and Planning
- Graphics & Communication
- Document Preparation
- Online Tools (Blogs, Websites, Surveys, Collaboration)

Our Juneau office is led by Christopher Mertl who has over twenty years of Southeast Alaska coastal community planning and design experience, including many projects in Wrangell. Our Juneau office specializes in waterfront and community master planning projects that are interwoven into an inclusive public participation process. Our Juneau staff has successfully worked with all team members on numerous projects in Southeast.



PND Engineers

Role: Marine Based Master Planning, Permitting Oversight, Cost Estimating

PND Engineers, Inc. is a consulting engineering firm that was founded in 1979. The firm has offices located in Anchorage and Juneau, Alaska, Seattle, Washington and Boulder, Colorado. During the years of operation, PND has taken on a variety of engineering projects. Clients range from Fortune 500 corporations to government organizations, encompassing the diverse range of groups in between.

PND offers outstanding skills and knowledge in the Pacific Northwest with regard to waterfront and marine design and engineering. PND has developed docks, piers, and trestles that have far greater capacity than conventional designs and also meet today's strict seismic codes. We have designed over 200 docks, piers, and marine based facilities in the last 10 years including several in Wrangell. Many of these designs have been based on our practical experience in dealing with the commonly severe conditions of marine environments. Our staff has performed in-house permitting and coordinated with subconsultants to provide the necessary environmental components for a successful permit application and approval.

2014 Statter Harbor Master Plan-Phase 2
(PND Engineers and Corvus Design)



Our Passion!

Our shared passion, which is core to our service, is the desire to help Alaskans develop places where they can thrive.





Cruise Ship Terminal Waterfront Master Plan. A mix of visitor services, commercial and public open space.



2006 Downtown Wrangell Revitalization Plan (Mertl, Bibb and Schijvens).



Rain Coast Data

Role: Economic Analysis, Public Involvement Lead

Rain Coast Data is a Juneau-based research and consulting firm specializing in Southeast Alaska economic analysis, publications, socioeconomic impact studies, survey research, and public outreach. For the past 20 years, Rain Coast Data Director Meilani Schijvens has focused on regional economic, maritime, transportation, and natural resource development.

Rain Coast Data concentrates on economic and community development in Southeast Alaska's coastal communities. Rain Coast Data understands that in Southeast Alaska economic development begins with well-managed public outreach, and she has led or assisted with public outreach on more than 50 projects around the region.

While the firm is new, the services being provided by Rain Coast Data not; Ms. Schijvens has been studying the Southeast Alaska economic and maritime conditions for two decades. Some examples of her work in the past year include Southeast Alaska by the Numbers, the Maritime Economy of Southeast Alaska—both products for Southeast Conference—and the Inter-Island Ferry Authority by the Numbers—developed for Southeast Alaska's smaller public ferry system. Ms. Schijvens is a past Executive Director of Southeast Conference, and a life-long Southeast Alaska resident.



NorthWind Architects

Role: Urban/Architectural Planning

NorthWind Architects, LLC is a Juneau based partnership pursuing excellence in architecture, planning, project coordination, and construction administration. With five principal architects, NorthWind has a rich history of public and private design experience throughout Alaska and Oregon. We provide quality architectural design and design services on all projects. We value close working relationships with clients and are committed to delivering projects on time and on budget.

NorthWind is an intimate collaborative studio that believes good design comes through a collaborative process including clients, users, and maintenance. We actively participate in shaping our environment and how we all live together now and in the future.

NorthWind's principal James Bibb, AIA has worked with Corvus Design's Christopher Mertl for over twenty years in shaping the built environment in Southeast Alaska. They have worked collaboratively on dozens of projects together including in Wrangell.



Project Experience of Similar Scope

Our past waterfront master planning and public involvement experience is well suited for this project. We understand Wrangell and the important role this project plays for the community. We have successfully worked with diverse groups, each who have their own priorities and needs, to find consensus and creative ways to incorporate these sometimes conflicting uses for the betterment of the community.

Within this section, we will elaborate on a number of projects that we feel illustrate relevant experience.

Statter Harbor Master Plan, Juneau, AK

Team Members: Corvus Design and PND Engineers. 2005-present

Reference: Gary Gillette 907-586-0398

Relevance: Public outreach/meetings, multi-stakeholder process, master planning a mixed use waterfront development, challenging site constraints, phased development, permitting, cost estimates.

Statter Harbor supports a busy recreational and commercial vessel fleet in Auke Bay. The Statter Harbor Master Plan envisions reconfiguration and expansion of the existing harbor and upland facilities within Auke Bay to alleviate congestion and improve safety and efficiency. Many facilities were desired for this small (6 acre) waterfront development including commercial and marine services facilities in the original plan. The complete project includes a new boat launch ramp, passenger for hire float, boat haulout facility, parkland and a waterfront seawalk, parking, and moorage improvements. Community meetings were held over a four year period to solicit public comments as part of the NEPA permitting process. Numerous concept plans and cost estimates were developed with the final project broken into four phases. Phase I was constructed in 2013.

Downtown Docks and Uplands Operation Analysis and Master Plan, Juneau, AK

Team Members: Corvus Design and PND Engineers. 2007-2014

Reference: Gary Gillette 907-586-0398

Relevance: Public outreach/meetings, multi-stakeholder process and developing priorities, master planning mixed use waterfront development, constrained site, phased development, permitting, cost estimates.

Planning to enhance downtown uplands operations for cruise ship operations while creating a welcoming waterfront gateway to the community. Long term improvements that were considered included the replacement of the current berths due to age and condition, the need for improved maritime security, better public access to the waterfront, improved safety, reduced congestion, and the desire to berth two post-Panamax (1,100'+) cruise ship vessels simultaneously. The project team developed concept-level designs that incorporated concerns and comments from dock users while an extensive public involvement process captured public sentiment and user comments. The objectives of the improvements were to reduce congestion; improve safety; increase capacity; improve loading zones; improve pedestrian and vehicular circulation; increase public parking while creating public open space on the waterfront for all.

Downtown Wrangell Revitalization Plan

Team Members: Mertl (Corvus Design), Bibb (NorthWind Architects), Schijvens (Rain Coast Data). 2005-2006

Reference: Carol Rushmore 907-874-2381

Relevance: Wrangell experience, local connections, existing conditions and data collection, public outreach/meetings, multi-stakeholder process, community master planning, economic analysis.

Mertl, Bibb and Schijvens were the local leaders of a multi-disciplinary team to develop a master plan for downtown Wrangell. The master



2009 Statter Harbor Master Plan with mixed use waterfront development (PND Engineers and Corvus Design)



Downtown Docks Master Plan and the project completed this spring (PND Engineers and Corvus Design)



Heritage Harbor Improvements (PND Engineers and Corvus Design)





Wrangell Marine Center Lift and Wash Down (PND Engineers)



Mariner's Memorial Master Plan (Corvus Design)



Sitka Seawalk with Tlingit inspired paving celebrating the local culture (Corvus Design)



plan was developed to rejuvenate the community, restore civic pride, and help bolster the community's economy through supporting local businesses and attracting cruise ship visitations. A thorough public involvement process helped develop the revitalization plan that complimented and promoted Wrangell as a "real working coastal Alaskan community." Economic and socio-economic data served as a baseline for the project, while the master plan developed an Action Plan that prioritized community desires. Improvements included the City Dock, sidewalk and roadway improvements, and creating public spaces in the downtown. The plan explored ways to help celebrate the community's rich culture, heritage and history in the development of these improvements. The plan was completed and adopted in 2006 and forms the basis for prioritizing and funding community projects, including the Wrangell Road Improvements project which was completed in 2012.

Marine Park and Seawalk Master Plan, Juneau, AK

Team Members: Corvus Design and NorthWind Architects. 2012-present.

Reference: Skye Stekoll 907-586-0877

Relevance: Public outreach/meetings, challenging site constraints, master planning a mixed use waterfront development, phased development, permitting, cost estimates.

Master planning a key portion of Juneau's waterfront located at Marine Park and extending the Seawalk from the park to the NOAA facility on Egan Drive. Master planning efforts are focused on improving the current services at the park while creating an icon on Juneau's waterfront. Master planning includes updating the waterfront open space to better accommodate public festivals and events, resolving pedestrian conflicts, improved cruise ship lightering staging, and integrating

a working dock facility into a park setting. The Seawalk extension includes several challenges including Homeland/US Coast Guard security, routing through private property, use by cyclists and pedestrians, and enhancing existing uses along the route. Master planning includes landscaping, pedestrian amenities, wayfinding and park improvements providing year round use of the area by both visitors and residents.

Skagway Harbor Improvements, Skagway, AK

Team Members: Corvus Design and PND Engineers. 2013-present

Reference: Matt O'Boyle 907-983-2628

Relevance: Public outreach/meetings, challenging site constraints, mixed use waterfront master planning, cost estimates.

An important multi-phased waterfront improvement project, public involvement and master planning is underway for the community's existing harbor. The desire is to enhance basic harbor facilities and operations through reconfiguring parking, the marine services yard, boat storage and boat launch facilities while allowing public access to the harbor and Skagway's waterfront. A challenge of the project is resolving security issues and limiting conflicts between those using the harbor (boats, trailers and machinery) while allowing the public to walk along the waterfront within a park setting. This project is in the early phases of master planning.

Sitka Seawalk, Sitka, AK

Team Members: Corvus Design

Reference: Dan Tadic 907-747-1807

Relevance: Public outreach/meetings, challenging site constraints, waterfront master planning, waterfront park, permitting, cost estimates.

Master planning, public involvement, permitting, and construction documents for the development of a pedestrian Seawalk along Sitka's waterfront. The 1/2 mile promenade

links downtown with Totem National Park through a series of elevated boardwalks, sidewalks, bridges, and observation nodes unified by aesthetic paving, guardrail designs, and landscaping. The Seawalk design is influenced by the local Tlingit and Russian cultures and includes design elements in the paving and railings. The project also included public involvement to allow community input, working with Native artists, and the development of interpretive signs.

Wrangell Marine Service Center

Team Members: PND Engineering

Reference: Greg Meissner 907-305-0719

Relevance: Wrangell experience, local connections, feasibility study, stakeholder outreach, waterfront master planning, phased development.

Initial studies were conducted to assess various potential development sites for a new marine service center. Following selection of the preferred site, PND assisted Northern Economics in the preparation of a feasibility study for the project. Local and regional economic assessments were made and facility planning and conceptual engineering refinements were completed during the feasibility phase. This resulted in final facility improvements sited at the former Alaska Pulp Company Dock in downtown Wrangell.

Following the planning process, final design and contract documents were developed for each phase. The Marine Center was awarded ASCE 2013 Honorary Project of the Year.

Willoughby District Master Plan, Juneau, AK

Team Members: NorthWind Architects and Schijvens (Rain Coast Data).

Reference: Hal Hart 907-586-0715

Relevance: Existing conditions and data collection, public outreach/meetings, multi-stakeholder process, mixed use master planning, economic feasibility.

A multi-year master planning effort to help visualize and guide the future development of a large downtown waterfront district in Juneau. A significant public involvement process helped to identify current neighborhood constraints and developed strategies for enhancing the built environment while promoting economic opportunities for the area and community as a whole. The plan developed action plans for parking, public space development, locations for the highest and best use of the neighborhood development. The plan also identified opportunities for new and potential community growth.



Willoughby District Sketch. (NorthWind Architects and Schijvens)

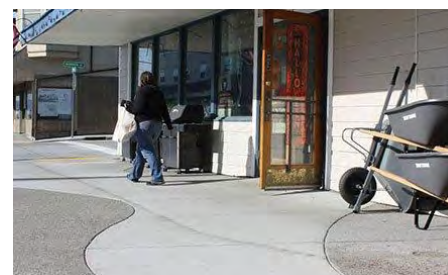
Wrangell Specific Experience

The following projects identify our knowledge of the community, our ability to work with local stakeholders, and past successes in Wrangell.

- Heritage Harbor Boat Launch, Expansion and Permitting (PND and Corvus Design)
- Mariner's Memorial Master Plan (Corvus Design)
- Front Street Improvements (Corvus Design)
- Port Security Fencing (PND Engineering)
- Nolan Center (Corvus Design and PND Engineers)
- Wrangell Cooperative Association Carving Shed Site Master Plan (Corvus Design)
- City Dock Enhancements (PND Engineering)
- Maritime Economy of Southeast Alaska 2013 (Rain Coast Data)



Wrangell Marine Center (PND Engineers)



Wrangell Front Street Improvements (Corvus Design)



C. Key Personnel

For our team, Christopher Mertl, Principal Landscape Architect with Corvus Design in Juneau will be the project manager. Chris has an excellent track record as a project leader with Wrangell project experience. He will provide day-to-day oversight and be the main point of contact for the team. Corvus Design is supported by the following key personnel.

Dick Somerville, PE, PND Engineers
Role: Marine Based Master Planning and Construction Costs

Meilani Schijvens, Rain Coast Data
Role: Public Involvement Lead and Economic Analysis

James Bibb, NorthWind Architects
Role: Community Planning/Architect

Each of the key personnel is supported by their office staff and can be assigned as need to maintain the schedule and bring specialized experience to the team as may be required.

In this section we provide brief summaries for the key people who will be accountable and actively involved throughout the project. More complete resumes are included at the end of this proposal.

Christopher Mertl, PLA, ASLA

Corvus Design

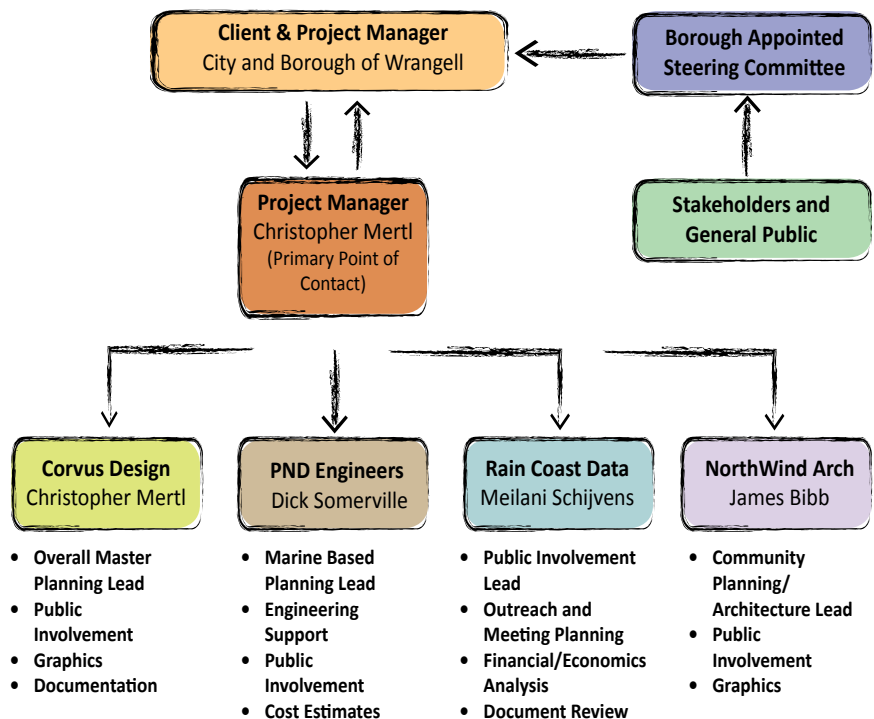
Project Manager, Lead Master Planning

Chris is the principal of our Juneau office and has been practicing in Southeast Alaska as a landscape architect for over twenty years. He has significant Wrangell experience including the Downtown Wrangell Revitalization Plan, Front Street Improvements, the Nolan Center Landscape and the Mariner’s Memorial Master Plan. He specializes in waterfront planning and design with projects in Ketchikan, Sitka, Wrangell, Skagway, Juneau, Kodiak, and Haines to name a few. He understands the significance our waterfronts play in shaping our coastal communities and how to best plan these special places for a variety of uses. Chris has served as project manager in the design and planning of nearly 100 projects including those



Christopher Mertl
 Landscape Architect
 (Alaska Registration #10440)

Project Organization Chart





Dick Somerville -Civil Engineer
(Alaska Registration #8845)

with community workshops and presentations. He is known for his clear communication, outstanding graphics and creative solutions. Chris will be project manager and will be responsible for day-to-day efforts and management of the work to deliver a successful project.

Charles R. (Dick) Somerville, P.E.

PND Engineers

Marine Base Planning Lead

Mr. Somerville is a principal of the firm and the manager of PND's Juneau office. He has over thirty years of engineering experience in Alaska specializing in civil marine projects. His background includes planning, design, permitting and construction management for a variety of public and private clients.

Dick's engineering experience has included both planning and the engineering construction phases. Waterfront projects have included pile supported docks, floating pontoons and barges, moorage floats, boat launch facilities, breasting dolphins, retaining walls, sheet pile structures, harbor infrastructure, roadways, service yards and parking. As an engineering professional he has conducted numerous public presentations, developed needs assessments, scoping studies, condition assessments, produced civil and marine facility designs, and cost estimates on several hundred public and private projects.

Meilani Schijvens

Rain Coast Data

Public Involvement Lead/ Economic Analysis

Meilani Schijvens is the owner and Director of Rain Coast Data, a Juneau-based research and consulting firm specializing in Southeast Alaska economic analysis, publications,

socioeconomic impact studies, survey research, and public outreach. Ms. Schijvens is a lifelong Southeast Alaskan and has dedicated her professional career to Southeast Alaska economic development.

In addition to economic publications, Ms. Schijvens has worked with many public involvement processes. Several examples in the past year include managing or assisting with the public outreach and involvement for the Juneau Economic Plan, ADOT&PF Glacier Highway Bicycle and Pedestrian Improvements, and the USFS Tongass Forest Plan Five-Year Review Project. She is well known in Wrangell for her work with Southeast Conference and numerous coastal community economic plans.

James Bibb, AIA

NorthWind Architects

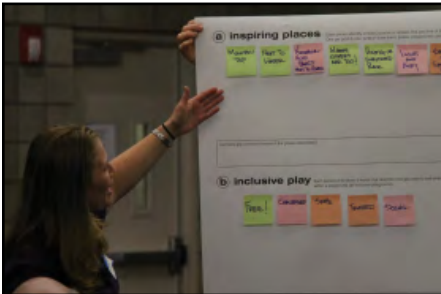
Community Planning/ Architecture Lead

Mr. Bibb has over 25 years experience as an architect and has practiced in Denmark, Sweden and Switzerland, as well as in Oregon and Alaska. Mr. Bibb's background includes the planning, and design of urban projects in Southeast Alaska. Mr. Bibb has been involved in the planning and design of small waterfront projects to complete neighborhoods. James' relevance to this proposal is his life-long experience growing up and developing his practice in Southeast Alaska, and has experience working in Wrangell.

James was involved in the Downtown Wrangell Revitalization Plan working to help visualize key aspects of the built environment while strengthening the waterfront to make the best long-term decisions as development moves forward.



D. Methodology, Public Approach and Strategy



Engaging people during our public meetings for planning projects



Pullen Creek Streamwalk Project Blog

Project Workplan

Within this section we provide a proposed process. Refinement of this into a methodology to guide the project will require client interaction. We have also found that methodologies for public consultation do need to include some flexibility to adapt to the information gained in the early stages of a project.

We have used the RFP as a basis for developing our methodology and approach, but have deviated slightly based on our knowledge of the community and various desires for this waterfront site. We have based our methodology on our previous success with the Downtown Wrangell Revitalization Plan.

We have also provided each phase with a proposed schedule. Since this project will involve public consultation, the main scheduling will be around when people are expected to be available. We would target that the project's public participation is initiated in early autumn when locals are available.

1.0 Project Kickoff

This phase will confirm project direction; confirm the scope, schedule, deliverables, and refine budget, initiate project work and our public/stakeholder outreach strategy.

1.1 Schedule

This phase will coincide with scope finalization and contracting. This is expected to occur within July. Timing for the in-person meeting with Corvus' Project Manager for the work in this section can be flexible during the summer, but should be completed prior to September.

1.2 Define Project Objectives

The goal of the Project is clear and logical: Create a site specific master plan for Wrangell's downtown waterfront that facilitates collaboration in the preparation in the Plan.

To support this goal, there are several project objectives that should be addressed within the planning effort. These could include but are not limited to the following:

- Promote a mix of viable social and economic opportunities for the community
- Provide connections to the surrounding downtown corridor and surrounding destinations
- Enhance Wrangell as a real working coastal community
- Develop a community endorsed master plan that facilitates funding of the project
- Celebrate the community's heritage, culture and its people
- Create a mixed use master plan that best meets the needs of the community through consensus building and without creating use conflicts
- Establish short, mid and long term development opportunities
- Link phased development with funding opportunities
- Develop clear and easy to read graphics and maps that are contained within a concise dynamic planning document

Establishing these objectives with the Borough Project Managers at the onset will be an important part of the process to establish community and Borough expectations for the project. With these objective established the methodology/scope can be further refined to ensure they are met.



1.3 Develop Strategy Process

In response to the Borough's approved goal, objectives, expectations, and related discussions, we will develop a detailed project strategy to ensure success. This will assist the team and Borough to have a complete understanding of the Project and expectations. Developing a strategy at the onset will establish a framework that is streamlined, allows the appropriate level of public participation, and is flexible to respond quickly to potential changes in public priorities or desires.

1.4 Develop Community Involvement Plan (CIP)

Public involvement will strongly influence the success of the Wrangell Waterfront Master Plan. When community residents, department staff, and elected or appointed officials have a stake in creating the plan and see their concerns reflected, they become empowered to ensure it is used and the vision achieved. Those who have thought most about how to best utilize this waterfront area for the benefit of the community are the people who work on or near Wrangell's waterfront. There is little doubt that all Wrangell residents support continued revitalization of the Wrangell economy and waterfront. However, waterfront development means different things to different people and goals for the future may differ accordingly. We will develop a CIP that develops an inclusive public process, that fosters consensus and support, and meets the needs and desires of the City and Borough of Wrangell. The CIP would develop community advocates to help bring other community members along during the planning process, similar to our previous work on the Downtown Revitalization Plan.

1.5 Develop Steering Committee

As stated previously, waterfront development means different things to different people and each will have their own vision for the waterfront. We fully expect a wide range of opinions and priorities and we respect that the community may have conflicting desires for the Project. The RFP lists an impressive roster of Planning Partners who need to be involved. It is expected that these Partners will have a variety of priorities, some of which may conflict with others. Fitting all the expected uses into a limited site will be a

challenge and a neutral body who represents the interest of the community as a whole will need to be established. The establishment of a Borough appointed steering committee will assist in providing clear direction and help establish priorities voiced by the Planning Partners and the public. The Borough Project Managers and Borough Assembly will provide the ultimate direction however the steering committee will help validate and establish the community priorities to assist the Borough Project Managers in the decision making process. The steering committee was a vital part of our public participation process with our previous work on the Downtown Revitalization Plan.

1.6 Develop Digital & Community Content

For all the reasons described above, our comprehensive Community Involvement Plan will include the development of digital and community content as part of this planning effort. We will develop project content for:

- Project Website
- Facebook
- Community Boards

Project website: The project team will secure a URL and create an interactive project website that will serve as a portal for communicating project information to the public, as well as gaining valuable feedback during the planning process. Initially we will post basic information about the development planning elements, the scope of work, the project schedule, and opportunities for public participation. As work products are developed (such as the economic baseline report), they will be posted and interpreted visually on the website. The website will also provide an opportunity, via a comment form, for viewers to submit comments, opinions, or ideas about waterfront development in Wrangell. To enhance access to and awareness of the project website, we will seek to establish linkages from other web sites to the project website to enhance awareness, including links from the Borough web page and others. We have successfully develop project websites for our previous projects and some include:

- www.uaf-tag.blogspot.com
- www.northrjsp.blogspot.com
- www.pullencreek-streamwalk.blogspot.com



- www.lynarymp.blogspot.com
- www.playgustavus.blogspot.com
- www.herman-leirer.blogspot.com

Facebook: Rather than develop a new Facebook page, the project team will take advantage of Wrangell's already existing popular Facebook pages. The Wrangell Community Board has nearly 700 members, and allows for posting of community events and other information of interest to community members. The Buy & Sell & Trade Wrangell Alaska Facebook page has nearly 1,800 members, and also is a good way to get the word out. Moreover, the Wrangell Chamber has 1,884 members, KSTK has 700 followers, Wrangell Businesses has 400 members, Wrangell Recreation has 200 members, and the City and Borough of Wrangell has nearly 300 members. As key project events happen, our team will use these Facebook communication tools to engage with the community. (Note that Twitter does not appear to be highly utilized in Wrangell, and will not be used for this project.)

Community Boards: In addition to electronic community boards, Wrangell residents look to bulletin boards in several locations to obtain information, including bulletin boards at each harbor, at the two grocery stores, and at the library. Posters will be printed and placed on each of these boards to assist in informing residents about the planning process.

2.0 Background Research and Analysis

2.1 Schedule

This phase will be concurrent with other phases, and will be initiated with our Project Kick-Off visit to Wrangell. The majority of this work will need to be completed prior to main public outreach efforts, so this will occur in July and August.

2.2 Initial Research and Data Collection

Compile existing information. Our team members already have vast experience with the Project area, surrounding use areas and the community as a whole. While we will need to validate and update previous project priorities and needs we are already well versed on the significant amount of existing data and inventory work available. Specific examples of existing data and resources

include:

- 2010 Wrangell Comprehensive Plan
- 2009 Port and Harbors Master Plan (Developed in part with PND Engineers)
- Corps Permit for Project Area: POA-1990-114-R (Developed by PND Engineers)
- 2006 Downtown Wrangell Revitalization Plan (Developed by various team members)
- Marine Service Center Master Plan (Developed by PND Engineers)
- 2012-2014 Southeast Alaska Comprehensive Economic Development Strategy Metrics & Southeast Alaska Private Investment Surveys (Developed by Schijvens)

The assessment of existing planning documents will include relevant language related to the Project area to identify shared priorities, opportunities, and any conflicts that may exist. This provides consistency between Borough documents, and illustrates the continuity between surrounding and community planning efforts.

2.3 Collection of Site Data

In addition to looking at planning documents, the design team will consolidate site plans, plats, topography, geotechnical data, easements, zoning, allowable fill limits, LiDAR, aerial imagery, and GIS data for the site and surrounding use areas. Much of this data is already in possession of the Borough and PND Engineers, however the data needs to be consolidated into a comprehensive site plan in a variety of formats (GIS and AutoCAD). This information will form the basis for planning (AutoCAD), creating graphic maps (GIS) for public meetings and the final report.

2.4 Collect Economic Data

As the last remaining portion of Wrangell's undeveloped downtown waterfront, the project research must explore options for the best use including those that would generate economic opportunities for the community and could not be located elsewhere in Wrangell.

Economic and Socio-economic Baseline: The study team's economic research and analysis will begin with compilation of relevant data that reflects trends and conditions in Wrangell's economy. An economic and socio-economic baseline was developed by the project team in 2006 as part of the Wrangell Downtown Revitalization project. This study



will be updated. Sources of data will include federal government sources such as U.S. Census and American Community Survey, Bureau of Economic Analysis, and Bureau of Labor Statistics; various state agencies, including the departments of Labor and Workforce Development, Fish and Game, Revenue, Commerce, Community and Economic Development; and local sources. Data from these sources will provide a high-level picture of trends in the local economy, in terms of population demographics, employment, wages, personal income, and a variety of industry-specific trends.

Maritime Analysis: In addition to considering these kinds of underlying trends, this baseline research will include an analysis of Wrangell's maritime industries (seafood, boat repair, marine based tourism). It will also be important to consider additional retail and service activities. The study team will use economic multipliers to better understand the larger impact of wages and spending by Wrangell's different industries.

2.5 Economic Forecasting for Programming

To assist in the best use of the site and understand economic opportunities that could be generated by the project area the planning team will include an economic analysis of the public and private dollars invested in the development of the adjacent Marine Service Center over the past decade. The study team will consider what role the changes in Wrangell's waterfront infrastructure have played in the community's economic well-being. We will utilize this information to help determine the best uses of the site regarding economic growth projections for proposed waterfront uses, including long term use of the barge staging area and improvement to the City Dock area. This information will be presented to the public for consideration and input.

3.0 Public Outreach and Engagement

3.1 Schedule

An optimal time for initiating public outreach will be the autumn of 2014, after school has started and the public has time available to participate fully in the project. It is anticipated that the public outreach and engagement will be wrapped up by the spring of 2015.

3.2 Meeting Planning

We will coordinate with the Borough Project Managers prior to leading and coordinating these stakeholder and public meetings. It is anticipated that these meetings will provide us with the necessary information for filling identified data gaps and determining community needs, priorities and preferences.

In order to maximize participation, meetings will be advertised in the Wrangell Sentinel, through a series of Public Service Announcements on Stikine River Radio (KSTK 101.7 FM), through use of posters placed around town, by strategic postings on local Facebook pages, Constant Contact emails, posting on the CBW and project websites, and through press releases prior to each public meeting.

3.3 Local Open Studio Concept

An essential component to community planning that we feel has been lost is honest one-on-one interaction between the planning team and local stakeholders and residents. Consultants typically fly into the community spend the afternoon, host an evening public meeting and are gone the next morning back to their office to work on your project. We believe that work on your project should occur in the community where residents can observe, comment and participate in the crafting of your project. Key to our engagement plan and to ensure accountability we propose that the planning team spends several days at a time in the community and actively develops the project while in Wrangell. The open door studio approach allows us to validate our work, meet with stakeholders while developing the project and provides ownership and support by the community as they see their project progress before them. There is no or little additional expense associated with this planning concept as the work that would typically be done back at the office is instead happening in Wrangell. These extended community studio times would be held in conjunction with formal public meetings. This process was an important element developed during our previous work on the Downtown Revitalization Plan. More on this concept in the following Section D.

3.4 Public Meeting Materials

Prior to hosting public meetings we will share all presentation materials with the Borough Project Managers for approval. We understand that easy to read graphics, plans and maps are essential in master planning and to help the public understand and participate in the process. As landscape architects and engineers we have created large format color graphics and plans for hundreds of public meetings. We have full in-house capabilities for GIS mapping and data management, PhotoShop graphics, and outstanding hand graphic skills that allow us to express ideas and take comments during public meetings with the public watching. We believe physical paper maps and plans engage the public to participate and allows them to 'scribble their ideas' onto the plans and maps while projected images are less dynamic and receive less public input.

We also realize that some members of the public are less comfortable commenting in a public setting or require time to develop their thoughts and ideas. We will develop structured comment sheets, surveys, website content, and other means to allow participation by a wide range of Wrangell's



citizens and users outside of public meetings.

One of the most useful communication tools for a project such as this is a short, visually appealing Communication Portfolio. The portfolio will include a one-page project overview along with project team contacts and project schedule, handouts developed for public meetings, and will be updated to include draft waterfront options and recommendations. This will be a “living” portfolio, as it will be updated as the project develops. In addition to being available in a printed format, it will also be available online on the project website, and components of the portfolio will be emailed to interested community members.

Another key public meeting material we will develop is a site analysis and inventory that will summarize our findings from our initial research and data collection. Used during the first public meeting it will help the public to understand site opportunities, constraints and regulatory issues related to the project site. The inventory will also provide context to surrounding uses, identify connectivity and assist in integrating the project into the larger community fabric.

3.5 Public Meetings

We anticipate conducting a series of three public meetings over the course of this project. Each of the meetings will be structured so that we can ask appropriate questions in order to elicit a focused public response with clear direction for decision-making purposes. By developing meeting agendas with clear goals and objectives for each keeps the public focused and allows us to extract the needed information to move forward. We firmly believe that community planning is to be guided and developed by the community. We will not be ‘talking heads’, rather we will ask thoughtful questions and *listen* respectfully to what the community has to say. We will also focus on the consensus building process.

1. The first meeting will be to introduce the project to the public as well as verifying the project goals and objectives. The meeting will present the findings of the economic analysis and site analysis and inventory. This first public meeting will serve as an opportunity for citizens to offer

their general thoughts on waterfront development planning in Wrangell including developing short, medium and long term priorities for the project.

2. Based on comments received at the first meeting and direction provided by the Steering Committee and Borough Project Managers, the project team will present three master plan options for Wrangell’s waterfront at the second meeting. Public comment will provide feedback on those options. The second meeting will be to present an array of short term and long term options to the public regarding proposed waterfront to the discussion development uses. This public meeting will be organized in a workshop format. The workshop format is predicated on a participatory iterative process, where attendees will be required to participate and contribute. The input will be recorded to inform development of the Plan. At the end of the meeting direction will be provided to develop a preferred master plan.
3. The third meeting will focus on presenting and refining the preferred waterfront master plan. This public meeting will be organized in a workshop format. Short, medium and long term priorities will drive the phased development of the plan which will be supported by funding matrixes, and cost estimates. The plan will be developed to allow immediate implementation for the ‘low hanging fruit’ priorities to initiate development of the site.

3.6 Stakeholder Interviews

Targetted input into this planning effort from the business community (including developers and business associations), key government entities (including local and state agencies), and key community groups (including property owners and local advocates) is essential. We will select for interviewing a cross section of people representing various elements of the waterfront to gain their insight into short and long term visions for the waterfront. These interviews, which may be in-person or via telephone, will generally



be informal (rather than highly structured), and tailored to elicit information useful for in the strategic planning phase, and will be geared towards consensus building. Our initial target will be to conduct approximately 25 interviews, though the final number may be slightly higher or lower, depending on the needs of the project.

Specific interviews are expected to include Port and Harbors, the Nolan Center, Bob's IGA, the barge companies, the Stikine Inn, the CVB, the Chamber of Commerce and other immediate neighbors and those identified by the Borough. The interview process will be supplemented with discussions with interested groups such as the Wrangell Assembly, the Wrangell Chamber of Commerce, the Economic Development Committee, WCVB, the Port Commission, the Planning and Zoning Commission, the Wrangell Cooperative Association, and others. A summary of each meeting will be developed, along with a vision matrix for the short and longer-term ideas that each group has for the waterfront.

3.7 Constant Contact Database

The project team will work with the City and Borough to obtain email addresses of key community members who would like to be kept informed regarding this process. The website will also have a Constant Contact sign up form, so that any interested community member can sign up to receive project emails. These emails will be sent to remind the public regarding upcoming meetings, as well another tool to distribute notes and reports following meetings and project milestones.

3.8 Digital Content Update

Throughout the project meeting materials, meeting notes, progress of stakeholder meetings, graphics and maps presented at public meetings and publicizing these events will all be updated on the project digital community sites outlined in 1.6.

4.0 Master Planning

4.1 Schedule

On going in conjunction with the public meetings we will develop master plan alternatives for public comment follow by development of a preferred master plan. This work will begin in September and conclude in early spring prior to the busy summer season.

4.2 Master Plan Programming

The priorities established during the public meetings by the public, stakeholders and Planning Partners and verified by the Steering Committee and Borough will form the programming elements for the site. We have clearly identified that economic opportunities should be a driving factor in the programming of the project should there be no other location within the community that could support this economic use. As the last undeveloped downtown waterfront property there will be a variety of desired uses. We want to mention that hard economic generators (commercial, marine based development) may not be the only driving factor influencing the programming of the site. If desired by the community, the development of public open space such as parkland or a waterfront pedestrian promenade (Seawalk) can be a valid use that enhances the quality of life and visitor experience thereby attracting both residents and visitors to the community. The challenge is finding the balance between the expected range of desires and integrating them into a plan that creates harmony and eliminates or reduces the effects from adjacent conflicting uses.

4.3 Master Plan Alternatives

Based on our focused public participation comments developed during the first public meeting the planning team will develop three waterfront master plans that reflect a range of priorities identified by the public, stakeholders and direction provided by the Steering Committee and Borough. The plans will resolve potential conflicts, identify potential growth and show both short term and long term opportunities desired by the community and supported by economic opportunities. Plans will look at short term options including no new fill development, full fill build out options, and master planning with the barge ramp and service yard in place, and with it relocated down the road as desired. The plans will be developed as large format colored site plans, with supporting sketches.

4.4 Preferred Master Plan

Based on comments from public meeting number two and direction provided by the Steering Committee and Borough, a single preferred master plan will be developed that capitalizes on the best use identified from the three alternative master plans. The plan will identify the short and long term phased development options and be supported by the development of a funding matrix to identify potential economic opportunities for the development elements identified in the master plan. If required, potential alternative development options can be included such as short term no new fill development, full fill build out options, and master planning with the barge ramp and service yard in place, and with it relocated down the road as desired. Construction costs will be provided at the conceptual level for the planned components. Environmental permitting needed for implementation will be identified.



5.0 Document Preparation

5.1 Schedule

Document preparation will be concurrent with the development of the Project. Depending on client desired review timing, the delivery of a draft document would be expected to be completed in early spring 2015.

5.2 Develop Project Report

The planning team will prepare a draft report that will summarize the project, all information gathered along with the goals, recommendations, priorities, and implementation strategies.

An initial recommendation for document organization is as follows:

5.2.1 Executive Summary

This section will provide a summarized overview of existing conditions, a summary of public outreach and community priorities, and an overview of the plans developed.

5.2.2 Project Goals and Process

This will reiterate initial project planning and confirm that a valid process was used.

5.2.3 Existing Conditions/Site Analysis

The intent of this section is to provide an accurate picture of Wrangell as it relates to surrounding planning and development and lists opportunities and inventories the site.

5.2.4 Economic Analysis

Explores potential options for the best use on the site including those that would generate economic opportunities for the community and could not be located elsewhere in Wrangell.

5.2.5 Public Outreach and Engagement

Summarizes the process and lists stakeholders, planning partners and the general public's concerns, priorities and desires developed during the public participation process.

5.2.6 Master Planning

Describes how the priorities are synthesized to develop the alternative master plans and preferred master plan. Short and long term phased development options will be described.

5.2.7 Implementation Strategies

Discussion how to implement short and long term development options. The funding matrix will identify potential economic opportunities

for the development of options. Focus will be placed on implementation strategies that make the Borough eligible and competitive for funding and grant opportunities and the immediate implementation of these short term options.

5.2.8 Submit Draft Report

The Draft Report will be well-written and organized, and it will be packaged in a visually pleasing, easy-to-read format using a combination of text, maps, tables, photographs, and illustrations.

Our goal for this report is that it is a simple and highly useful document that has more life 'off the shelf' than on the shelf. Planning documents are at their highest level when they can be living documents, founded in decision making criteria that allows for intelligent flexibility.

5.3 Review Comments with Borough Staff

We will teleconference with Borough Staff to review comments that have been received and develop responses.

5.4 Revisions to Final Report

After comments have been reviewed and direction approved by the Borough, the document will be updated.

5.5 Final Report and Adoption

The Final Plan will reflect the adjustments made to the draft plan based on the feedback and recommendations received during the review process. The final report be a clearing house of all project information and will be submitted to the Borough for Assembly adoption.



Our team members are known for their clear concise and attractive reports



E. We Have Ideas.....

We have innovative ideas that we would like to bring to this project. We've touched on some in our methodology but listed the more important ones within this section. A key component of our kick-off phase with the Borough will be to brainstorm ideas that will help us to plan with the highest value. These are some of the ways we'd like to deliver this value:

Communicate Often and Well

Our goal is to initiate a conversation with as many community members as possible. Whether live through stakeholder and public meetings, through surveys where we gain a better understanding of what people know and think, or through our project websites and Facebook, we want to stay in touch and speak with each other. Exposure is everything and can be key in garnering public support for the project. We will be in Wrangell for extended periods of time developing our work in the community, listening to public, and sharing ideas.

Strengthen the Economy by Creating Better Places for Visitors and Residents

Waterfronts have unique economic value based on their potential for commercial and marine based development. Wrangell is a working coastal community and embraces this. Waterfronts (including working ones) are a draw for visitors and locals. Investments that balance the two needs, eliminates conflicts, and celebrates the community can greatly increase reasons to visit or live in Wrangell.

It Is Your Plan

Far too often planning consultants breeze into town, host an evening community meeting and head back to the office the next morning to develop the work. We have a totally different philosophy when it comes to community planning. We anticipate being in Wrangell for several consecutive days (4-5) at a time giving the team and project the needed local exposure. While in Wrangell we will develop an open studio environment where we will be developing the work with

the community and people can watch their project evolve while we are in Wrangell. These local studio times are linked with planned public meetings allowing us to respond immediately after getting public input and verifying while there. This builds public enthusiasm, allows residents to take ownership in the planning process and ultimately support for the project. Having the work happen in the community allows us to have increased interaction, ability to verify issues, listen, and share ideas in the development of your waterfront master plan.

Quick Wins and Long Term Focus

Our goal is to develop a compelling long-term waterfront vision, and to actively seek out "the low hanging fruit." Near-term, tangible progress quickly gives legitimacy to an effort. Thoughtful planning linked with an understanding of funding can allow immediate improvements to the site in its current configuration that still allows medium and long term development of the site without impacting these quick wins.

Accountability and Success

Our team is comprised of Southeast Alaska professionals. We are all coastal neighbors and we take great pride in that fact. All of our team members are highly respected and have outstanding relationships in the community. Through our past projects, we are connected to a wide variety of local stakeholders: from those that want expanded harbor and dock facilities to those that understand economics and community development. We know we can work collaboratively in successfully developing a solution that meets the needs of Wrangell, because we have done it before.

We see the Wrangell Waterfront Master Plan as a next step in a process we have already begun together on the Downtown Revitalization Plan, and we would like to continue. Due to our past experience on this project, our team will be ready to go on day one, with an in-depth understanding Wrangell, its working waterfront, and how to engage the community to give form to the Wrangell that they love, want to live in, do business in, and leave to their children.



F. Public Meeting/Community Design

Our plan is to maximize our time and exposure with the community while we are in Wrangell. The following highlights our public meeting and open studio community design session strategy.

Trip #1

Day 1 (Evening): Public Workshop-Priority Development

Day 2 and 3: Community Design Session-Develop three alternative master plans

Day 3 (Evening): Public Workshop-Presentation of three alternative master plans for comments

Day 4: Wrap up and return to Juneau

Trip #2

Day 1 (Evening): Public Workshop-Presentation of refined three alternative master plan for selection of preferred master plan

Day 2 and 3: Community Design Session-Develop preferred master plan

Day 3 (Evening): Public Workshop-Presentation of preferred master plan for comments

Day 4: Wrap up and return to Juneau

Trip #3

Day 1 (Evening): Public Workshop and Presentation to Assembly of Final Master Plan

G. Estimated Costs

We have developed a methodology that is efficient, flexible, responsive, and allows the appropriate amount of public participation. While the exact scope of work needs to be refined with the Borough during the workplan development as outlined in 1.0, we feel strongly that we can provide all the services outlined in our proposal for less than the budgeted \$74,000. This includes the economic analysis and the multi-day design sessions within the community. As always, we can modify any items or add scope to respond to the fee available and desires of the Borough. The following outlines our expected costs and fees associated with each task.

1.0 Project Kickoff	\$3,200
2.0 Background Research and Analysis	\$6,270
3.0 Public Outreach and Engagement	\$27,335
4.0 Master Planning	\$24,000
5.0 Reporting	\$4,020
Expenses (travel, accommodations, printing)	\$8,000

Total: \$72,825



H. Statement of Qualifications & Resumes

In the next pages we provide our teams 'statement of qualifications' (SOQ) that will provide you with more information on our team, people and our values.

After our SOQ we have also included single page resumes for the staff that will be working on your project should it be awarded to us.

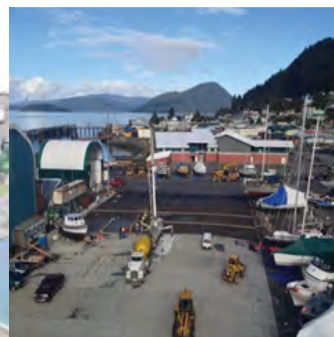


Proposal for:

Due: May 29, 2014

Request for Proposals By the City and Borough of Wrangell, Alaska For a Waterfront Master Plan

City and Borough of Wrangell
205 Brueger Street
Wrangell, AK 99929



Corvus Design, Inc.

Attn: Peter D. Briggs

2506-B Fairbanks Street, Anchorage, AK 99503

(907) 222-2859

pbriggs@corvus-design.com



Landscape Architecture • Planning • Industrial Design

We are an Alaskan Landscape Architecture and Planning firm with offices in Anchorage and Juneau, and staff in Fairbanks and Bellingham, WA. Corvus Design is Alaska's largest independent landscape architecture firm, and has extensive experience throughout the state. Established in 2006, our firm has an established track record of providing high-level client service and delivering successful products on over two hundred and fifty projects.

We provide a full-range of traditional landscape architectural and planning services including: community and neighborhood master planning, site planning, site and landscape design, environmental services, and permitting assistance. We provide these services from site analysis and conceptual design through construction documents and construction administration. We also have a number of special service areas where we have focused our efforts to develop niches: visual simulation, sustainable design, waterfront design, environmental restoration, interpretive design, scenery analysis and management, industrial design, public process and engagement, and facilitation.

We have provided these services to a broad range of clients both public and private, as consultants within a team and as prime consultant. We place great emphasis on developing our client relationships as we fully understand that our clients come first, and are the key to our future.

We bring a very high level of professionalism and enthusiasm to all of our work, and we look forward to teaming with you on your next project.



Our Corporate Strategies:

- **Clients** – Help our clients create a competitive advantage by providing functional spaces, high aesthetics, and an atmosphere that contributes to productivity.
- **Client service** – Deliver high quality, friendly and timely service that responds to the client.
- **People** – Maintain a “people” culture that keeps the innovative spirit alive and nurture people who will do whatever they can to deliver a client-tailored service.
- **Foster** – Foster passion, innovation and professional excellence in our employees.
- **Technology** – Use technology to allow us to provide efficient and high-quality services, and to elevate deliverables beyond the normal.
- **Financial** – Maintain and protect the job security of our employees by remaining solidly profitable. Manage our finances to ensure strong financial health.
- **Outreach** - Expand public knowledge of the profession of landscape architecture in Alaska.

Corvus corax

Corvus corax is Latin for Raven. Living in the North, we see each Raven as the living embodiment of thousands of years of fascination and interesting stories. From releasing the sun, to holding a key role in Norse mythology, Ravens and their antics have always held a role in our northern societies. Twinkling eyes and intelligent antics, Raven is a good role model for our design firm.

www.corvus-design.com

Anchorage: 2506-B Fairbanks Street, Anchorage, AK 99503 907.222.2859

Juneau: 119 Seward Street, Unit 15, Juneau, AK 99801 907.988.9000

Our Values

PASSION

We love what we do. Each person in our firm is committed to landscape architecture. We strive to ensure that our passion is reflected in our relationships and the quality of the products we deliver to our clients.

FAMILY

Without our staff, we are nothing. We are proud to have recognition as a "Family Friendly Employer" by the United Way.

INTEGRITY

Beyond the fact that it's just expected of a professional, we were all raised to be honest and truthful. We seek to maintain consistency in our actions, values, communication, methods, measures, principles, expectations, and outcomes. We seek to not only uphold the code of ethics of the American Society of Landscape Architects, but exceed it as we can.

CREATIVITY

We want to exceed the simple delivery of products that provide for client needs and desires. A major component of this process is listening and researching, and the other half is that knowledge and exposure is also critical. Whether through a continually expanding design library, being exposed to other designers and their landscapes, sustaining a creative design studio office environment, or just refining our own approach to Northern landscapes, we feel that we offer a level of creativity and design aesthetic that responds to our clients' needs.

KNOWLEDGE

While we bring our knowledge and expertise to bear for our clients, we also place great emphasis on learning the knowledge of our clients and bringing it effectively forward on each project. Whether thorough research, intensive client and stakeholder workshops or day to day project interaction, our success lies within our ability to develop projects that speak to the values and knowledge of our clients.

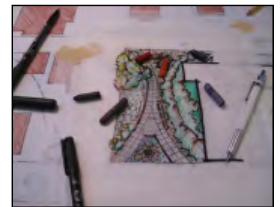


THE LOCAL

Every place in Alaska has its own story to tell. Our goal is to help our clients tell their story and have this celebrated in their site and landscape. Many of the richest stories in Alaska emerge from its people, their cultures, heritage and the Northern environment. We place great care in respectfully trying to tell the stories of the people who live here and creating meaningful and appropriate designs.

SUSTAINABILITY

"Sustainable development meets the needs of the present without compromising the ability of future generations to meet their own needs." Our design philosophy includes a desire to find solutions that have value, and this is founded within a strong environmental ethic. We measure such value using three indicators: health, environment and economics. We bring knowledge and experience where we can offer design solutions that have the appropriate blend of these three components. Our knowledge of Alaskan ecosystems, regional landscapes, and the environment allows us to capitalize on opportunities and resolve potential issues.



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Our Services

In our assessment of what we do and how we do it, we found that we could summarize most of our projects under the headlines of the following service sectors:

DEVELOPMENT

We provide a full range of planning and design services for development projects, from site selection and master planning to design documentation and permitting services.

ENVIRONMENTAL

We take our role of environmental stewards seriously, and provide related services including, permitting assistance, wetland delineation, ecological restoration planning and design, and scenery resources assessment and management.

HOUSING

We have established experience with the planning and design of housing projects at all scales for affordable housing, elder housing or market-rate. Beyond achieving economic goals, we strive to provide 'homes', rather than just 'houses'.

INTERPRETIVE DESIGN

We understand how to communicate with a wide variety of target audiences, and how to create exhibits that educate and inspire. We take great pride in our graphic creativity and our communication successes.

PARKS AND TRAILS

We are active park and trail users, and we take great pride in our public space, greenspace and recreation projects. A particular emphasis of ours is the development of facilities for youth and children, including rich playgrounds that provide for 'complete play'.

PUBLIC FACILITIES

We have experience with visitor centers, museums, libraries, fire stations, recreation centers and other public facilities. We provide value through the experience and knowledge we have gained through successes and challenges.



TRANSPORTATION

Our staff has worked on a large variety of road and bridge projects, streetscape developments and other transportation projects such as inter-modal facilities. Pedestrian improvements, community interfaces and public involvement are some of the key services we provide.

PLANNING

We provide a broad range of planning services from facilitation and public outreach, to developing planning documents to guide growth, to master plans and design guidelines that provide specific development direction. We offer a high level of planning and communication skills that results in a clear vision that defines a realistic plan for implementation.

VISUAL SIMULATIONS

Every day we develop sketches and digital designs to help clients and the public visualize our projects. From hand sketches, to photo realistic images, and full three-dimensional computer modeling, we understand how to choose the right level of visualization to assist our clients with their needs.



Our Approach

While each job may be different, we feel that there are certain common elements to what we would like to bring to each new project:

FUNCTIONAL DESIGN

Beyond creativity, we seek to produce functional products. We develop designs that meet project requirements and provide usable and aesthetic landscapes for users to experience. We also provide designs that 'work' and are maintenance friendly. We work closely with the client to determine the appropriate programming for their needs. We then take this information and based on our local expertise, develop designs that maximize user comfort, respond to the local environmental conditions, provide for desired activities and are integrated with the site (and buildings) functionally and aesthetically.

FIRM EFFICIENCY

We have automated and standardized many of the day-to-day activities of production in order to better serve our clients. We actively develop tools to standardize how we work, with iterative refinement to ensure that they help us produce a high quality product. This allows us to spend the appropriate time developing our designs, and then hit the ground running in their documentation and implementation.

COMMUNICATION

We believe in good communication and the strategy of contracting and re-contracting. At each step we seek to make expectations clear, and establish clear pathways to meeting and exceeding expectations. Communication is key.

INNOVATION & TECHNOLOGY

We employ nerds; but ones that can also design. Not only do we place an emphasis on having good hardware and software, we ensure that our employees are trained in it. Most importantly, our staff have an interest in our technology that drives them to use it in new and interesting ways. Beyond how we drive innovation with our creativity, we support our creativity with the opportunities of technology.



CAPACITY & DEPTH

We have the staff and the expertise to be able to provide the full range of landscape architectural and planning services. We work exclusively in the North and have completed over 200 projects. All of our staff have the core strengths of traditional design and production, with each of us having specializations that we bring to bear on any given project.

QUALITY ASSURANCE/QUALITY CONTROL

Guiding our projects from start to finish, we have a Quality Assurance/Quality Control process that provides guidance and checklists for all phases of a project from kick-off to close-out. Through these processes we seek to gain three advantages: quality control, design and schedule responsiveness, and cost benefits.

RESPONSIVENESS

Being a medium-sized firm gives us the ability to balance overall workload, and put staff onto projects as needed to meet and exceed client expectations. We maintain full-time and part-time staff and when a job requires a higher level of work, we can organize our schedules and bring extra staff onto our projects. Our two offices allow us to be responsive and accessible to our clients and their projects.



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Our People

We are proud of the team that we have assembled. Knowing these are the people that provide direct service to our clients, we wanted to make sure you knew a little about the people you will be interacting with.



Peter Briggs, ASLA is the founder of Corvus Design. "I grew up in Yellowknife in northern Canada, so I've always had a strong connection with the landscapes of the North. Practicing in Alaska allows me to love where I live, and have what I think is a very meaningful impact." In addition to his landscape architecture and planning services, his current focuses include fine tuning our efficiency, organization and communications.



Christopher Mertl, ASLA founded our Juneau office and has lived in Southeast Alaska for over twenty years. "The dynamic landscapes and cultures of Southeast Alaska are a continuous source of inspiration to me. I never tire of the energy between: land and ocean, clouds and forests, glaciers and jagged peaks." An accomplished landscape architect, his success is based within sustainable design and the creation of meaningful landscapes that reflect local culture, history and a sense of place.



Kevin Doniere, ASLA brings new leadership and passion to Corvus Design. "Growing up in the midwest I learned to love each season, and particularly the winter months that drastically changed our landscapes. Living and practicing in Alaska has given me a true appreciation for seasonal change, and re-energizes me through exploring these continually changing landscapes." As a landscape architect, he takes pride in listening to clients' needs and desires and executing their vision with a successful project.



Laura Minski, ASLA is an accomplished landscape architect and project manager and provides us with added capacity at all levels. Laura works for us from Fairbanks, and also provides us with planning and public consultation services.



Stephanie Brown, ASLA provides us with general landscape architectural skills, and a focus on ecological restoration. She also provides us with interpretive planning and design services.



Nicole Ferreira provides us with general landscape architectural skills, and her personal passion for planting design. She also provides us with high-level Visual Resource Analysis and GIS services. Nicole works for us from Bellingham, WA.



Mike Rutledge has been with Corvus Design for five years, and currently works with us part time to provide additional capacity as needed. Mike is an illustration guru and provides us with excellent CAD depth.



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CORPORATE PROFILE

PND Engineers, Inc. is a consulting engineering firm that was founded in 1979. The firm has offices located in Anchorage and Juneau, Alaska, Seattle, Washington and Boulder, Colorado. During the years of operation, PND has taken on a variety of engineering projects. Clients range from Fortune 500 corporations to government organizations, encompassing the diverse range of groups in between. In recent years, PND has also begun providing consultant services in the international arena, including West Indies, Canada, Mexico, Russia, and Malaysia.

We are especially proud of our reputation for devising innovative design solutions. Efficiency in design, and the resulting savings in construction and operations costs, are attractive to organizations that must operate within a stringent financial environment. PND has long enjoyed the challenge of working for such clients.

Many of our engineers have received national awards for their designs including a NOVA Award for our OPEN CELL[®] bulkhead design given by The Construction Innovation Forum, Inc.

PND presently maintains the capability to provide engineering services in many different disciplines. Following are highlights of PND's engineering capabilities and specialties.



GENERAL CIVIL ENGINEERING

PND is continually involved in a wide variety of general civil projects throughout the Pacific Northwest and Alaska. We have been especially recognized for innovative designs in difficult situations such as volatile seismic conditions and slope instability in rough terrain; our work demonstrates all facets of civil engineering. PND is experienced in the design of urban and rural roadways, site civil improvements, parking facilities, dams, drainage, and water and sewer utilities.



MARINE ENGINEERING

PND offers something unique on the West Coast with regard to waterfront design. Our development of the SPIN FIL[®] pile for poor foundations, low-cost geotextile walls for marine applications, the OPEN CELL[®] sheet pile bulkhead, drop-in fender and dolphin systems, the berm breakwater, and the permeable wave barrier all attest to our active role in the advancement of the field of marine engineering. Utilizing our innovative foundation systems, including the Spin Fin[®] pile, PND has developed docks, piers, and trestles that have far greater capacity than conventional designs and also meet today's strict seismic codes. We have designed over 200 docks, piers, and trestles in the last 10 years. Many of these designs have been based on our practical experience in dealing with the commonly severe conditions of marine environments.



TRANSPORTATION ENGINEERING

PND has an extensive history of providing road and related structural designs. We have worked on hundreds of projects that have required coordination with multiple county/city governments, also meeting necessary requirements for the Federal Highway Administration. We have assisted our clients with the necessary steps to obtain federal Intermodal Surface Transportation Efficiency Act Enhancement Funds, and with the preparation of design studies, bridge and geotechnical reports, and plans, specifications and estimates assemblies. In the past 10 years, PND has designed more than 600 miles of road.

STRUCTURAL ENGINEERING

PND is well known for our experience in a variety of disciplines of structural engineering. Our structural experience encompasses all facets of engineering work, from rail, highway and industrial bridges, to offshore structures carrying pipelines, and finally buildings and deep foundations. PND has also been involved in new works and the renovations of many types of buildings.



GEOTECHNICAL ENGINEERING

PND undertakes a variety of geotechnical and foundation projects, with emphasis on unstable soils. In addition to road design, we have conducted original research in the field of foundation engineering, which has evolved into a number of cost-saving pile driving techniques. Many of our innovative solutions to geotechnical problems have received national awards.



HYDROLOGY

PND's hydrographic experience includes both freshwater and marine environments. Freshwater applications include the full range of open-channel hydraulics situations, supported by the later state-of-the-art computer modeling capabilities. Our marine capability includes extensive hindcasting and wave analysis experience. For many years, our hydrology research has involved the mechanics of fresh and saltwater ice. The findings from this work have had direct application in some of our most innovative design solutions.



CONSTRUCTION ENGINEERING

PND has provided support work for the construction of signature span bridges, lock and dam structures, and large transportation tunnels. Capabilities include temporary bridges supporting cranes and construction equipment, heavy shoring for cofferdams and OPEN CELL® bulkheads, access structures such as stairways and foot bridges, and heavy lift/engineered lifting systems.

The professional experience described here gives us the flexibility to provide a diverse package of engineering services. We have the ability to provide the required personnel, even on very short notice. PND maintains a sufficiently large force of Registered Professional Engineers and a constant workload to insure a stable pool of professionals in all offices at all times.

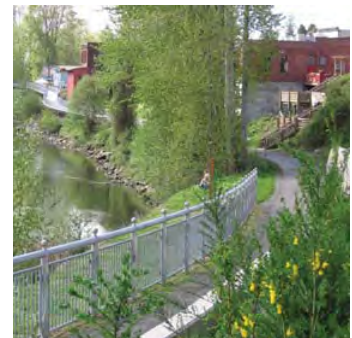


SURVEYING AND PERMITTING SERVICES

PND provides survey services including onshore and offshore topographic surveys, property surveys and right of way documentation. Projects have involved local agencies, state transportation departments, Federal Highway Administration, and other government agencies. Our staff has performed in-house permitting and coordinated with subconsultants to provide the necessary environmental components for a successful permit application.

PARK AND TRAIL DESIGN

PND has provided design for a variety of recreational parks and trail systems. Trail design elements that PND specializes in have included including trail under- and overpasses; dam structures; erosion protection; retaining wall structures; elevated platforms at scenic vistas; and bridge structures.





ECONOMIC DEVELOPMENT, RESEARCH, ANALYSIS & PUBLICATIONS

226 Seward Street, Suite 270
Juneau, Alaska 99801
www.raincoastdata.com

Rain Coast Data is a Juneau-based research and consulting firm specializing in Southeast Alaska economic analysis, publications, socioeconomic impact studies, survey research, and public outreach. For the past 20 years, Rain Coast Data Director Meilani Schijvens has focused on regional economic, maritime, transportation, and natural resource development.

Rain Coast Data begins with raw data and information beautiful, short, full-color publications that can be widely used and read. We do the research, analysis, graphics, charts, info-graphics, writing, layout, photography, and we arrange for printing or web-posting. Once your publication is complete, we will conduct a media rollout for your product.

As the name suggests, Rain Coast Data concentrates on economic and community development in Southeast Alaska's coastal communities. Rain Coast Data understands that in Southeast Alaska economic development begins with well-managed public outreach, and she has led or assisted with public outreach on more than 50 projects around the region.

While the firm is new, the services being provided by Rain Coast Data not; Ms. Schijvens has been studying the Southeast Alaska economic and maritime conditions for two decades. Some examples of her work in the past year include Southeast Alaska by the Numbers, the Maritime Economy of Southeast Alaska—both products for Southeast Conference—and the Inter-Island Ferry Authority by the Numbers—developed for Southeast Alaska's smaller public ferry system. Ms. Schijvens is a past Executive Director of Southeast Conference, and a life-long Southeast Alaska resident.

collection, and transforms it into Rain Coast Data's Services





NorthWind Architects, LLC is a Juneau based partnership pursuing excellence in architecture, planning, project coordination, and construction administration. With five principal architects, NorthWind has a rich history of public and private design experience throughout Alaska and Oregon. We provide quality architectural design and design services on all projects. We value close working relationships with clients and are committed to delivering projects on time and on budget.

NorthWind is an intimate collaborative studio. All levels of professional service are handled by a principal architect. This creates a connection with clients and users that is immediate and direct. From this, the firm has developed a philosophy of cooperative design. Good design solutions do not come effortlessly from one person working in isolation. Rather, good design comes through a collaborative process including clients, building occupants, and long-term caretakers.

The NorthWind practice is a living part of the communities in which we work. We actively participate in shaping our environment and how we all live together now and in the future. Our motivation is to serve the public's best interest. This reaches the essence of Architecture in a much deeper and enriching way than any singular building or project. Our storefront location in downtown Juneau offers an open and available community studio where anyone is welcome to wander in, browse our library and ask questions about design.

Alaska is a truly amazing place to live, though it can be a difficult place to build. The surrounding mountains and glaciers are simultaneously awe inspiring and humbling. This is the mindset we carry to the studio each day: inspired to do good work and motivated by the challenge of shaping our communities to enhance life in the north.

Christopher R. Mertl, ASLA

Principal - Landscape Architect

Corvus Design - Juneau, Alaska



EDUCATION:

University of Guelph
Guelph, Ontario, Canada
Bachelor of Landscape Architecture, 1990

REGISTRATION:

Registered Professional Landscape
Architect-Alaska, 2001: LA#10440

American Society of Landscape Architects
(ASLA), Alaska Chapter-Member

REFERENCES:

- Gary Gillette, Port Engineer, Port of Juneau, 907-586-0398
- Dan Tadic, Senior Engineer, City and Borough of Sitka, 907-747-1807
- Carol Rushmore, Economic Development Director, City and Borough of Wrangell, 907-874-2381

AWARDS:

2013 American Society of Civil Engineers, Juneau Alaska, Honorary Project of the Year, US Customs, Port Facility and City Visitor Center, Juneau, AK

2011 American Society of Landscape Architects-Alaska "Outstanding Professional Achievement"-Downtown Juneau Transportation Center

Mr. Mertl is a Landscape Architect with a strong background in the planning and design of coastal communities in Alaska. He is the principal of the Southeast Alaska office of Corvus Design in Juneau. Mr. Mertl has practiced in Southeast Alaska for over twenty years and brings a wealth of waterfront planning and design experience. The basis of his work is through the development of context sensitive designs that are appropriate for the project and the community. His creativity and understanding of our region allows him to develop solutions that meet the needs of the clients and users, and creates appropriate and meaningful landscapes. Mr. Mertl's work is based on a thorough understanding of our environment, its people, history, and culture.

Mr. Mertl's experience includes site analysis, site assessments, master planning, landscape and urban design, public involvement, and the development of construction drawings and specifications. Mr. Mertl has extensive experience with designing upland facilities for harbors, cruise ship and waterfront developments. These include pedestrian circulation, boat launches, public parking, tour bus staging, and the creation of Seawalks and waterfront open space. Mr. Mertl understands the needs of users and the community for waterfronts and harbors and how to successfully create safe and functional waterfronts. He has developed many of these sites as community gateways through the inclusion of waterfront open spaces, parkland, and plazas and provided year round amenities for both visitors and residents.

For many of his project's he filled the role as project manager and led the public participation process. Mr. Mertl is very familiar with Wrangell and is currently working on the Mariner's Memorial and WCA's Carving Shed Site Plan. He was a key design team member in the development of the Downtown Wrangell Revitalization Plan.

PROJECT EXPERIENCE:

- Statter Harbor Master Plan, Juneau, AK
- Front Street Improvements, Wrangell, AK
- Cruise Ship Terminal Staging Area Improvements, Juneau, AK
- Sitka Seawalk, Sitka, AK
- Nolan Center Landscape, Wrangell, AK
- Marine Park and Seawalk Extension Upgrades, Juneau, AK
- Third Berth Uplands and Waterfront Promenade, Ketchikan, AK
- Skagway Harbor Improvements Master Plan, Skagway, AK
- Marine Park/Steamship Wharf Improvements, Juneau, AK
- US Customs, Port Facility and City Visitor Center, Juneau, AK (award recipient)
- Princess Dock Uplands and Staging Facility, Juneau, AK
- Nudkik Point Waterfront Wayside Area Master Plan, Haines, AK
- Auke Lake Wayside Master Plan, Juneau, AK
- Crescent Harbor and Centennial Hall Uplands Improvements, Sitka, AK





Charles R. (Dick) Somerville, P.E.

Vice President, Principal Civil Engineer
PND Engineers, Inc.



Relevant Experience: Mr. Somerville has over thirty years of engineering and project management experience in Alaska specializing in civil marine projects. His background includes planning, design, permitting and construction management for a variety of public and private clients. Following five years of employment with the Alaska DOT/PF, he has worked in the private sector since 1982 and has been with PND since 1988. Mr. Somerville is a principal of the firm and the manager of PND's Juneau Office.

Mr. Somerville's engineering experience has included both design and construction phase engineering services. Projects have included large earthworks, erosion control, water and sewer utility projects, dredging, rock quarries, bridges, pile supported docks, floating pontoons and barges, cranes, moorage floats, boat launch facilities, breasting dolphins, retaining walls, sheet pile structures, harbor infrastructure, roadways, seawalks, parking, staging and other waterfront development projects. As a design project manager he has conducted numerous public presentations, developed needs assessments, scoping studies, condition assessments, produced civil and marine facility designs, technical specifications, contract documents, permits and cost estimates on several hundred public and private projects.

Relevant Projects: A few examples of Mr. Somerville's experience include:

- **Wrangell Marine Service Center**
- **Wrangell Heritage Harbor**
- **Wrangell City Dock Rehabilitation**
- **Wrangell Nolan Center Civil and Geotechnical**
- **Juneau Statter Harbor Improvements**
- **Juneau Cruise Ship Terminal Staging Area Improvements**
- **Juneau Waterfront Improvement Plan**
- **Pelican Waterfront Plan**
- **Petersburg Harbor Facilities Master Plan**
- **Petersburg Drive Down Facility**
- **Kake Intermodal Transit Facility**
- **Auke Bay Loading Facility**
- **Valdez Small Boat Harbor Master Plan**
- **Sitka Small Boat Harbor Master Plan**

References

- Phil Benner, Haines Harbormaster, 907-766-2448
- Glorianne Wollen, Petersburg Harbormaster, 907-772-4688
- Gary Gillette, CBJ Port Engineer, 907-586-0398

Education

- B.S. Civil Engineering, University of Alaska, Cum Laude

Registration

- Professional Civil Engineer, State of Alaska, CE 8845

Affiliations

- American Society of Civil Engineers, Engineer of the Year, 2006-2007

Meilani Schijvens Rain Coast Data Director



20 Years Experience in Southeast Alaska Economic Development

MS Natural Resource Policy 1999, University of Oregon

BA History 1995, Colby College

Meilani Schijvens is the owner and Director of Rain Coast Data, a Juneau-based research and consulting firm specializing in Southeast Alaska economic analysis, publications, socioeconomic impact studies, survey research, and public outreach. Ms. Schijvens is a lifelong Southeast Alaskan and has dedicated her professional career to Southeast Alaska economic development. She holds a Master's of Science in Natural Resource Policy from the University of Oregon.

A primary focus for Ms. Schijvens for the last several years has been Southeast Alaska maritime economic development. Ms. Schijvens recently completed *The Maritime Economy of Southeast Alaska*, a publication focused on the role that maritime workforce and initiatives play in the Southeast Alaska economy. The publication also highlights the growing role that Wrangell's maritime service sector is playing in the local economy. In February Ms. Schijvens published *The Inter-Island Ferry Authority by the Numbers*, measuring the ferry system's direct economic impacts in the public and private sectors. Ms. Schijvens served on the Marine Transportation Advisory Board as well as on Governor Murkowski's Transportation Transition Team, where she chaired the Marine Transportation subcommittee. Ms. Schijvens is also the author of *Southeast Alaska by the Numbers*, a widely published document that provides a comprehensive assessment of the socioeconomic, demographic, and industry data impacting the regional economy, along with industry forecasting.

In addition to economic publications, Ms. Schijvens has worked with many public involvement processes. Several examples in the past year include managing or assisting with the public outreach and involvement for the Juneau Economic Plan, Glacier Highway Bicycle and Pedestrian Improvement project, Mendenhall Loop Road Capacity Improvements project, Tongass Forest Plan Five-Year Review Project, and the Juneau Transit Plan.

Before founding Rain Coast Data, Ms. Schijvens worked as Executive Director for Southeast Conference, as a Research Analyst at McDowell Group, as a Planning Associate at Sheinberg Associates, and as a Program Officer at the Juneau Economic Development Council. She taught Alaska Natural Resource History at the University of Oregon and served as a staffer to US Legislative Minority Leader Tom Daschle.



Selected Relevant Work History

- The Maritime Economy of Southeast Alaska 2013
- Southeast Alaska by the Numbers (2012 & 2013)
- Inter-Island Ferry Authority by the Numbers, 2014
- Wrangell Downtown Revitalization Analysis, 2006
- Southeast Alaska Comprehensive Economic Development Strategy Metrics & Southeast Alaska Private Investment Surveys, 2012, 2013 & 2014
- Tongass National Forest 5-Year Plan Review, Public Involvement, 2013
- Southeast Alaska Economic Asset Map, 2010



Selected References

- Shelly Wright, Executive Director, Southeast Conference (907) 586-4351
- Dennis Watson, General Manager, Inter-Island Ferry Authority (907) 530-4800 ex 27
- Doug Ward, Director of Shipyard Development, Vigor Alaska (907) 228-5302



James Bibb, AIA
NorthWind Architects, LLC
Project Architect

Mr. Bibb has over 25 years experience and has practiced in Denmark, Sweden and Switzerland, as well as in Oregon and Alaska. Mr. Bibb's background includes planning, design, project management and construction administration, and he has taken a prominent role in recent, Juneau urban design projects including his role as lead design architect for the CBJ Downtown Transportation Center. Mr. Bibb was the lead architectural consultant for the Willoughby District Parking Feasibility Study and currently is for the Willoughby District Land Use Plan. He is also currently acting in a supporting architect role with CBJ Docks and Harbors on the Aurora Harbor Planning project including the development for a local base for a Juneau Fish Market. Mr. Bibb's relevance to this proposal is his life-long experience growing up and developing his practice in Southeast Alaska, and has experience working in Wrangell.

James has involved in the 2006 Wrangell Downtown Revitalization Plan working to help visualize key aspects of Wrangell's built environment. James has taken a lead role in strengthening waterfront communities in Southeast Alaska helping to create a basis for making the best long-term decisions as development moves forward. City of Juneau Harbor Department Harbor Planning including the development for a local base for a Juneau Fish Market. James has worked on the Juneau Downtown Transportation Center and Juneau Main Street upgrade.

EDUCATION

BACHELOR OF ARCHITECTURE
University of Oregon

CREDENTIALS

NCARB REGISTERED ARCHITECT
Alaska A-9949

References

Rorie Watt, Chief of Engineering, City and Borough of Juneau	907-586-8877
Skye Stekoll, Project Manager, City and Borough of Juneau	907-586-0877
Gary Gillette, Port Engineer CBJ Docks and Harbors Department	907-586-0398

Agenda Item 13d

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval to surplus a Police vehicle and items that were seized or impounded

Attachments:

1. Memo from Jeff Jabusch, Borough Manager

RECOMMENDED ACTION:

Move to approve impounded motorcycles and Camaro to be bid and sold and to authorize the borough manager to use a boat broker to sell the impounded boat with all of the net proceeds from all sells to go towards the funding of a new Police and Fire Communication system.

MEMORANDUM

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

**FROM: JEFF JABUSCH
BOROUGH MANAGER**

SUBJECT: Surplus of a police vehicle and items that were seized or impounded

DATE: July 17, 2014

BACKGROUND:

The Police Department has a Camaro Dare Car that was given to us years ago by the Sitka Police Department as they no longer used it and discontinued the Dare Program. We ran the Dare Program for a number of years, but as funding dried up, the program got dropped. The car needs to be surplused before it loses more value as it now is in storage and not used.

The Police Department has impounded several items through drug and DWI cases and we would like to surplus those items. There are two custom Harley Davidson type motorcycles and one 40 foot fiberglass fishing boat. We will surplus the motorcycles and Camaro the next time we do a normal surplus property bid. We would like to use a boat broker to sell the boat. We feel we will get better exposure state wide and they are more equipped to handle all of the require documentation and paperwork required.

As we all know it is difficult to do all of the things needed for our community with the funds that we have. Because this is kind of a windfall source of money, we would like to start a Police Communication fund for upgrading or replacing our existing, obsolete 911 system that we have. A new system is likely to cost between \$300,000 and \$350,000. We feel the money from theses sales will give us a good start on this.

List of items to be surplused:

1. (2) Custom Harley like motorcycles - Minimum Bid \$2500 each
2. 1983 Camaro- Minimum Bid \$4,500
3. 40' Fiberglass Fishing Boat- Amount to be determined by Broker

Recommended Motion:

Move to approve impounded motorcycles and Camaro to be bid and sold and to authorize the borough manager to use a boat broker to sell the impounded boat with all of the net proceeds from all sells to go towards the funding of a new Police and Fire Communication system.

Agenda Item 13e

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval of a Contract with PND Engineers, Inc. for Contract Administration and Inspection Services for the WMSC Concrete Paving, Phase 3 project

Attachments:

1. Memo from Ruby McMurren, Projects Manager
2. Fee Proposal from PND, Engineering

RECOMMENDED ACTION:

Move to approve a contract with PND Engineers, Inc. based on Time and Expense and in the amount not to exceed \$195,412.00 for the Contract Administration and Inspection Services which is scheduled to be paid with DCCED Grant Funds.

MEMORANDUM

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

**FROM: RUBY McMURREN
PROJECT MANAGER**

**SUBJECT: WRANGELL MARINE SERVICE CENTER CONCRETE PAVING
PHASE III – APPROVAL OF CONTRACT ADMINISTRATION AND
INSPECTION SERVICES CONTRACT FOR PND ENGINEERS, INC.**

DATE: July 22, 2014

BACKGROUND:

The City and Borough of Wrangell contracted with PND Engineers, Inc., Juneau to provide professional design services for the Wrangell Marine Service Center Concrete Paving Phase III Project. We generally exclude construction administration and inspection services from our engineering design contracts until the design is complete. Until that time, we cannot ensure the level of professional services needed.

With the project's design and bidding phases now complete and nearing construction commencement, the level of engineering services required for contract administration and inspection, beyond what staff can provide, have been identified.

PND Engineers, Inc. has reviewed the level of services requested of them and have provided a fee proposal to perform the contract administration and inspection work on a Time and Expense basis, not to exceed \$195,412.00. This proposal includes a significant amount of time to administer any change order work approved to expend remaining project funds. Actual PND billings will likely come to substantially less than \$195,412.00.

If approved, these services would be scheduled to be paid from funds provided by two grants from the State of Alaska Department of Commerce, Community and Economic Development (DCCED).

RECOMMENDATION:

Staff recommends the Borough Assembly to issue a contract with PND Engineers, Inc. based on Time and Expense and in the amount not to exceed \$195,412.00 for the Contract Administration and Inspection Services which is scheduled to be paid from the City and Borough of Wrangell's grant funds designated for this project.

ATTACHMENTS:

PND Professional Engineering Services Fee Proposal



ENGINEERS, INC.

July 8, 2014

PND 112071.05

Carl Johnson
Public Works Superintendent
P.O. Box 531
Wrangell, Alaska 99929

Re: Wrangell Marine Service Center – Concrete Paving Phase 3
Engineering Services during Construction - Fee Proposal

Dear Mr. Johnson:

PND Engineers, Inc. (PND) appreciates the opportunity to provide this fee proposal for engineering services during construction of the Wrangell Marine Service Center – Concrete Paving Phase 3 project.

The attached spreadsheet provides a breakdown of the engineering scope and fees we anticipate for this phase of the project. PND proposes to proceed on a Time and Expenses reimbursable basis for all construction phase engineering services. This is primarily due to the uncertain nature of the schedule which is dictated mostly by the Contractor's performance. We have made some assumptions as to the amount of time required for field inspections based on our knowledge of the project and the completion dates required by the contract documents. The Work is scheduled to be constructed over a 3 month period which is scheduled for August through October 2014 to meet CBW's operational requirements at the boatyard.

PND estimates a budget of \$195,412 will be required for this phase, however we will only invoice the City for the actual work hours and expenses deemed necessary rather than a percentage complete each month on a fixed price. This cost proposal has been developed as if one full time on site inspector would be solely dedicated to this project, averaging 60 hrs/week for 13 weeks. Further, we intend to utilize R&M's local office for materials testing and other services on the project.

PND is prepared to commence immediately upon receiving an executed contract amendment. Please feel free to call me at any time if you have questions regarding this proposal or if you would prefer to revise the proposed scope of services in any way to better serve your needs. We look forward to hearing from you soon.

Sincerely,

PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.
Vice President

Attachment



PND Engineers, Inc.
Professional Engineering Services Fee Proposal - July 8, 2014
Wrangell Marine Service Center Concrete Paving Phase 3 - Engineering Services During Construction
PND Project No. 112071.05

Scope of Services

	PND Senior Engineer VII	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	CAD Designer V	PND Land Surveyor I	PND Tech IV	PND Tech II	Line Item Costs	Task Subtotal Costs
	\$180.00	\$115.00	\$105.00	\$100.00	\$95.00	\$100.00	\$90.00	\$70.00		
ANTICIPATED TASKS										
1. Contract administration - CBW coordination, CA/CI file system, direct inspectors, design modification assistance, prepare and/or review contract correspondence, pay applications & change orders. Assume 13 weeks.	45		84		28		28		\$22,100	
2. Conduct Preconstruction Conference via Teleconference & Prepare Minutes	2	2	6						\$1,220	
3. Submittal Reviews - Civil & Structural	8	40	40				8		\$10,960	
4. Mob/Demob/Change Out Travel		24	24						\$5,280	
5. On site construction inspections w/ daily reports & photos - assume 1 inspector on site 13 weeks at 60 hrs/wk avg through substantial completion		780							\$89,700	
6. Attend 3 monthly progress meetings with CBW & Contractor & prepare progress reports	18		18						\$5,130	
7. Substantial Completion Inspection & Prepare Final Punch List			12						\$1,260	
8. Final Completion Inspections & Project Closeout Documentation			60						\$6,300	
9. As-Builts		8	8		16				\$3,280	\$145,230
Total Estimated Manhours	73	854	252		44		36			
Estimated Third Party Expenses										
Long Term Lodging & Utilities	3 months x \$1,600 - Chief Inspector								\$4,800	
Short Term Lodging - Progress Mtgs/Site Visits	6 overnights x \$150								\$900	
Perdiem	Inspector and progress mtgs/site visits approx. 92 days @ \$65/day								\$5,980	
Vehicle & Insurance	3 months x \$1,000								\$3,000	
Travel	Airfare, AML and AMHS allowance for mobe, demobe & inspector rotation								\$6,500	
R&M Materials Tech	Assume 13 weeks x 8 hrs/wk x \$110/hr								\$11,440	
Materials Testing	Lab Costs - gradations, proctors, field densities and concrete compressive strength testing								\$8,000	
Misc. Expenses	Job consumables, freight, small tools, office supplies, fuel, etc.								\$5,000	
Admin Fee	10% Third Party Expenses								\$4,562	\$50,182
Total Estimated T&M Fee										\$195,412

Agenda Item 13f

CITY & BOROUGH OF WRANGELL

** Revised to include the Agreement **

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval of the SEAPA Formal Transition Agreement

Attachments:

1. Memo from Jeff Jabusch, Borough Manager
2. City & Borough of Wrangell's Resolution No. 12-13-1290
3. Petersburg Borough's Resolution No. 2014-03
4. SEAPA Formal Transition Agreement

Attachments to Agreement:

1. Buck Report
2. TBPA O & M Agreement
3. Wrangell's Resolution No. 12-13-1290
4. Petersburg's Resolution No. 2014-03
5. TBP Commission's Resolution No. 2014-06

RECOMMENDED ACTION:

Move to approve the Assignment and Assumption Agreement between Southeast Alaska Power Agency, The Borough of Petersburg, The City and Borough of Wrangell and the Thomas Bay Power Authority.

MEMORANDUM

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

**FROM: JEFF JABUSCH
BOROUGH MANAGER**

SUBJECT: SEAPA Assignment and Assumption Agreement

DATE: July 17, 2014

BACKGROUND:

On September 10, 2013, SEAPA presented a proposal to a joint workshop of Wrangell and Petersburg's Borough Assemblies to take over the operations and maintenance of Tyee Hydro Facility.

After Several months of debate and information gathering, the Wrangell Assembly approved Resolution No. 12-13-1290 on December 10, 2013 to move forward with SEAPA's proposal through a negotiation process. The resolution included items of concerns of the assembly and wanted to make sure that those concerns were discussed and included if possible in a final negotiated document. In January, Petersburg approved their own resolution (No. 2014-03) that endorsed the Wrangell resolution and the desire to work cooperatively to a final agreement with SEAPA.

The resolution authorized the Wrangell borough manager to take the lead in the preliminary negotiations which would lead to a point that a final document would come back to the assembly for approval. This process was done working closely with Petersburg's Manager and Mayor and SEAPA's staff and attorney to address some of the basic concerns our communities had. SEAPA was receptive to address these issues and resolved the majority of what was requested. During the final phases of this process as the document got more refined, both Wrangell and Petersburg got our attorneys involved to be sure that our individual community was legally represented and protected has much as possible in a negotiated document.

The document before you has been reviewed and approved by our attorney and borough manager and it is felt that the document addresses the majority of items the assembly listed in its resolution, especially those items that were of a major financial concern to the city.

Attachment:

City and Borough of Wrangell Resolution No. 12-13-1290
Borough of Petersburg Resolution No. 2014-03

Recommended Motion:

Move to approve the Assignment and Assumption Agreement between Southeast Alaska Power Agency, The Borough of Petersburg, The City and Borough of Wrangell and the Thomas Bay Power Authority.

CITY OF WRANGELL, ALASKA

RESOLUTION NO. 12-13-1290

A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, RECOMMENDING THAT THE OPERATIONS AND MANAGEMENT OF THE TYEE HYDROELECTRIC PROJECT BE TRANSFERRED FROM THOMAS BAY POWER AUTHORITY (TBPA) TO SOUTHEAST ALASKA POWER AUTHORITY (SEAPA) AND TO WORK COOPERATIVELY WITH THE PETERSBURG BOROUGH AND SEAPA TO FORMULATE A COMPREHENSE CONVERSION PLAN TO MEET THIS GOAL

WHEREAS, Thomas Bay Power Authority is under contract with SEAPA to operate and maintain the Tyee Hydroelectric Facility; and

WHEREAS, TBPA was created by the Cities of Wrangell and Petersburg to operate and maintain the Tyee Hydro project Facility, and

WHEREAS, SEAPA is the owner and holds the Federal Energy Regulatory Commission (FERC) permit for the Tyee Hydroelectric project, and

WHEREAS, Wrangell recognizes the many contributions that TBPA has made over the years, the bond it has helped create between Petersburg and Wrangell and believes that TBPA should go into an inactive state rather than eliminate it so it may reactivate it in the future if the need arises ; and

WHEREAS, SEAPA has proposed to operate the Tyee facility for the communities of Wrangell and Petersburg; and

WHEREAS, Petersburg has passed a resolution that states that they want to accept the offer made by SEAPA's CEO dated August 19, 2013 and that they are willing to work with SEAPA and others to make the offer, or a similar negotiated offer, a permanent agreement and encouraged Wrangell to also accept the SEAPA offer; and

WHEREAS, Both Wrangell and Petersburg believe there are economic and operation advantages for SEAPA to operate the Tyee facility; and

WHEREAS, Wrangell believes that in this transfer of operations, it is important that the employees of TBPA that will be absorbed into the SEAPA system are given assurances that they will "kept whole" during the transfer and that the positions will be kept in Wrangell for a period of two years; and

WHEREAS, Wrangell currently is paying for 100% of the non-net billable costs of TBPA since July 1st, 2013 and believes that these costs need to be equally shared from July 1, 2013 up to the time that the conversion is completed; and

WHEREAS, Without TBPA, it is important that Wrangell, Petersburg, and SEAPA make every effort to continue to improve open and transparent communications with each other on both the Tyee Project and the SEAPA system as a whole and believes both a longer retention of SEAPA's Digital Audio Recording of meetings and having an assembly member on the SEAPA board will help both SEAPA community members and Wrangell achieve progress in area of better communications and transparency; and

WHEREAS, Wrangell believes that it is important that from time to time that the three communities: Ketchikan, Petersburg, and Wrangell revisit the existing MOU, including updates that may be needed, and the underlying reasons why it was part of the original divestiture and urges Ketchikan and Petersburg to participate in this process; and

WHEREAS, SEAPA's offer to run the Tyee Hydroelectric Project included absorbing all costs related to the Public Employees Retirement System (PERS) unfunded liability, transferring all employees to SEAPA and integrating them into the various benefit packages that SEAPA would provide; and

WHEREAS, Wrangell recognizes that the ARECA Insurance Rebate of approximately \$259,798 is an asset of TBPA and that it is not unreasonable to apply this amount to the unfunded liability debt incurred by its employees while working for TBPA and would encourage Petersburg to take a similar stance; and

WHEREAS, Wrangell understands that the conversion of various payroll, accounting and other records to SEAPA may take some time and Wrangell is committed to making that process as smooth as possible and is willing to assist in any way that we can to less the impact this transition has on the employees of TBPA.

NOW THEREFORE BE IT RESOLVED, THE CITY AND BOROUGH OF WRANGELL BOROUGH ASSEMBLY directs the Borough Manager to enter into negotiations with SEAPA and the Petersburg Borough to develop a conversion plan to transfer the operations and maintenance of the Tyee Hydroelectric Facility to SEAPA and to bring back the plan to the respective boards for approval.

RESOLVED FURTHER, THE CITY AND BOROUGH OF WRANGELL BOROUGH ASSEMBLY would like the following features included as part of the conversion plan:

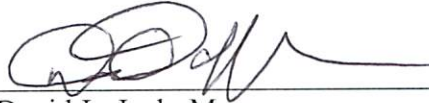
1. That the conversion plan be completed and presented to the respective boards by January 31, 2014.
2. The current TBPA employees are "kept whole" as it relates to wages and benefits through the conversion process.
3. That the current employee contracts with both IBEW and the TBPA manager are "kept whole" during the conversion process or if some changes have to be made every effort will be made to minimize any negative impacts to the employees.
4. That the City and Borough of Wrangell will work cooperative with SEAPA with all matters related to payroll and other accounting records to help reduce any impact on both the TBPA employees and SEAPA.
5. That SEAPA will be responsible for all of the TBPA PERS unfunded liability and that to help lessen that impact, Wrangell and Petersburg agree to contribute the ARECA Insurance Rebate of approximately \$259,798 or the amount of the unfunded liability, whichever is less.
6. That there is a date set in the future that would require the City and Borough of Wrangell, the City and Borough of Ketchikan and the Petersburg Borough to review the Power Sales Agreement and the organization of SEAPA to see if it is in all of our best interest to continue as is or if there are changes that could be made for the mutual benefit of all communities.
7. That the non-net billable costs that Wrangell has paid since July 1, 2013 to the date of the final conversion are shared by the other parties to this agreement.

FINALLY RESOLVED, THE CITY AND BOROUGH OF WRANGELL ASSEMBLY would like the following items adopted in order to promote open communications between Wrangell, SEAPA, Petersburg Borough, and the City and Borough of Ketchikan:

1. Direct the Borough Manager to send a letter to the SEAPA Board requesting them to retain the Digital Audio recordings of their meetings for a period of two years.
2. That the City and Borough of Wrangell would make as policy that the SEAPA board appointment from Wrangell each year would first be chosen, if a candidate is available, from the borough assembly prior to any other candidates being considered.
3. That Wrangell send a letter to both the City and Borough of Ketchikan and the Petersburg

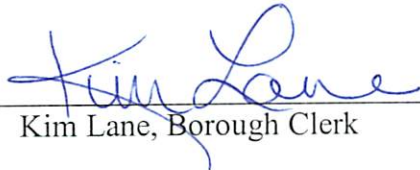
Borough urging them to participate in revising the existing MOU to meet current conditions and to adopt a date in the future that the three communities would participate in reviewing this revised MOU.

ADOPTED: December 10, 2013



David L. Jack, Mayor

ATTEST:



Kim Lane, Borough Clerk



**PETERSBURG BOROUGH, ALASKA
RESOLUTION #2014-03**

A RESOLUTION IN SUPPORT OF CITY AND BOROUGH OF WRANGELL RESOLUTION #12-13-1290, RECOMMENDING THE OPERATIONS AND MANAGEMENT OF THE TYEE HYDROELECTRIC PROJECT BE TRANSFERRED FROM THOMAS BAY POWER AUTHORITY (TBPA) TO SOUTHEAST ALASKA POWER AUTHORITY (SEAPA)

WHEREAS, on September 27, 2013, the Petersburg Assembly adopted Resolution #2013-21, accepting SEAPA's August 19, 2013 offer to take over the costs of operations of the Tyee Hydroelectric Facility, and urged the Wrangell Assembly to do the same, and

WHEREAS, on December 10, 2013, the City and Borough of Wrangell Assembly adopted Resolution #12.13.1290, directing their Manager to enter into negotiations with SEAPA and the Petersburg Borough to develop a conversion plan to transfer the operations and maintenance of the Tyee Hydroelectric Facility to SEAPA and to bring back the plan to the respective boards for approval.


THEREFORE BE IT RESOLVED, the Assembly for the Borough of Petersburg hereby declares their support of City and Borough of Wrangell Resolution #12-13-1290 in its entirety, a copy of which is attached and made a permanent part of this resolution.

Passed and Approved by the Petersburg Borough Assembly on February 14, 2014.



Mark Jensen, Mayor

ATTEST:



Debra K. Thompson, Deputy Clerk

EXECUTION COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

SOUTHEAST ALASKA POWER AGENCY,

THE CITY AND BOROUGH OF PETERSBURG

THE CITY AND BOROUGH OF WRANGELL

AND

THE THOMAS BAY POWER AUTHORITY

This Assignment and Assumption Agreement (“Agreement”) is dated this ___ day of July, 2014 (the “Effective Date”), and is made by and between the Southeast Alaska Power Agency (“SEAPA”), the City and Borough of Petersburg, Alaska (formerly City of Petersburg) (“Petersburg”), the City and Borough of Wrangell, Alaska (“Wrangell”), and the Thomas Bay Power Authority (“TBPA”) also each may be referred to as a Party, or together, the Parties.

RECITALS

A. This Agreement provides for the transition of Operations and Maintenance obligations (“O&M”) regarding the Tyee Lake Facility, FERC License No. 3015 (“Tyee”), owned by SEAPA.

B. Current O&M obligations are performed by the TBPA pursuant to an agreement between SEAPA and TBPA, originally entered into on January 31, 1997 (the “O&M Agreement”), and is attached and incorporated herein by this reference, as Exhibit No. 1. Pursuant to the O&M Agreement, SEAPA, formerly known as the Four Dam Pool Power Agency (“FDPPA”), agreed that TBPA would operate and manage Tyee. The O&M Agreement was originally entered into between TBPA and the Alaska Energy Authority. FDPPA assumed all the obligations of the Alaska Energy Authority at the time of its formation.

C. The O&M Agreement is subject to an annual renewal, unless either SEAPA or TBPA provides a one year notice of termination prior to the end of SEAPA’s fiscal year, June 30.

D. Petersburg and Wrangell have adopted resolutions number 2014-03 and 12-13-1290 respectively, requesting that SEAPA, Petersburg, Wrangell, and TBPA begin negotiations for the transfer of the O&M Agreement and to develop a plan to provide for the transfer of O&M obligations. The Thomas Bay Power Commission adopted Resolution No. 2014-06 on June 5, 2014 supporting the transition of Tyee operations and maintenance to SEAPA and pledging cooperation. All resolutions are attached and incorporated herein by this reference, as Exhibit No. 2.

E. By this Agreement, the Parties intend to terminate the existing O&M Agreement, and provide for the efficient transition of certain obligations involving O&M at Tyee.

F. The Thomas Bay Power Authority is governed by the Thomas Bay Power Commission, and is an agency jointly created by Petersburg and Wrangell to act as an agent for Petersburg and Wrangell to, among other things, provide services to SEAPA pursuant to the O&M Agreement. The Thomas Bay Power Commission, has the full authority to enter into this

Agreement, and Petersburg and Wrangell have the authority to enter into this Agreement to provide for the efficient transition of the obligations contained in the O&M Agreement.

G. The Long-Term Power Sales Agreement (“PSA”) between SEAPA, Petersburg, Wrangell and the City of Ketchikan, Alaska, governs the sale of energy and capacity from both Tyee and Swan Lake, both facilities owned by SEAPA. The O&M Agreement and the PSA each provide for deducting approved costs incurred by TBPA in operating and maintaining Tyee. Deducting approved costs is consistent with Section 9(b) of the O&M Agreement, and Section 6(iii) of the PSA.

H. By this Agreement, the Parties intend to provide for the assignment of certain contracts and responsibilities, and assumptions of certain obligations as specifically agreed to herein and to terminate the O&M obligations and responsibilities of Petersburg and Wrangell provided through the TBPA.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definitions.

- a. **“Agreement”** means this Assignment and Assumption Agreement between Southeast Alaska Power Agency, The City and Borough of Petersburg and The City and Borough of Wrangell as originally executed by the Parties and as may be amended from time to time in accordance herewith, as the context requires.
- b. **“Annual Payment”** means an annual payment to PERS until the unfunded liability is paid-off.
- c. **“Assets”** means the list contained in Schedule 2(c) of this Agreement.
- d. **“Buck Report”** means the report relied upon to assist in the estimated termination liability owed to PERS by Wrangell and Petersburg as a result of this Agreement.
- e. **“Closing”** has the meaning set forth in Section 12.
- f. **“Closing Date”** has the meaning set forth in Section 12.
- g. **“Effective Date”** has the meaning set forth in Section 12.
- h. **“FDPPA”** means the Four Dam Pool Power Agency.
- i. **“Lump Sum”** means the estimated amount owed to PERS for the employees transferring out of the PERS retirement plan.
- j. **“O&M”** means Operations and Maintenance obligations.
- k. **“O&M Agreement”** means the O&M performed by the TBPA pursuant to an Agreement between SEAPA and TBPA, originally entered into on January 31, 1997.
- l. **“Party”** means either SEAPA, Petersburg, or Wrangell, and together, the **“Parties”**.
- m. **“PERS”** means the State of Alaska retirement system.
- n. **“Petersburg”** means the Borough of Petersburg, Alaska (formerly the City of Petersburg).
- o. **“Prudent Utility Practices”** is defined in Section 1(r) of the O&M Agreement, and incorporated into this Agreement.
- p. **“PSA”** means the Long Term Power Sales Agreement between SEAPA, Petersburg, Wrangell and the City of Ketchikan, Alaska.
- q. **“Records”** means those materials listed in Schedule 2(b)

- r. “SEAPA” means Southeast Alaska Power Agency.
- s. “TBPA” means Thomas Bay Power Authority.
- t. “TBPA Employees” means those individual referenced in Section 6.
- u. “TBPC” means Thomas Bay Power Commission
- v. “Tyee” means Tyee Lake Facility, FERC License No. 3015.
- w. “Wrangell” means the City and Borough of Wrangell, Alaska.

2. Transfer and Assignment of Assets.

a. TBPA, Petersburg and Wrangell each agree to convey, transfer, assign and deliver to SEAPA, and SEAPA agrees to accept from TBPA, Petersburg and Wrangell, all of the right, title, and interest in and to the Assets subject to the O&M Agreement. These include, but are not limited to, all contracts, agreements, licenses, permits, personal property, real property (if any), insurance policies and rebates. The Parties agree to cooperate with each other to obtain any necessary assignments from third parties required to complete the full assignment of Assets.

b. TBPA, Petersburg and Wrangell shall use reasonable efforts to provide SEAPA all Records related to TBPA’s operations of Tyee prior to Closing.

c. The Parties acknowledge that a complete list of Assets may not be assembled at the time of the Effective Date of this Agreement. Completion of a full list of Assets, and execution of any necessary assignment agreements may extend beyond the time the Parties set for the Closing of this Agreement. A list of Assets is attached and incorporated herein by this reference as Schedule 2(c), and was prepared by the Parties for the restructuring of SEAPA in February 24, 2009. This list may be supplemented by the Parties to include other applicable Assets. The Parties will cooperate with each other to the extent necessary to use their best efforts to complete all necessary third party assignments prior to the Closing of this Agreement.

d. Unless purchased by TBPA through non-net billable budgets, all of the Assets, including but not limited to equipment, materials, contracts, agreements and any other personal and real property used to operate Tyee, are the property of SEAPA, and have been purchased through the net-billing process described in Section 9(b) of the O&M Agreement, and Section 6(iii) of the PSA. To the extent TBPA may own or lease property, both real and personal, that has been purchased by TBPA through non net-billable budgets, it shall list each item in the attached Schedule 2(d). Those items listed in Schedule 2(d) will remain the property of TBPA. All other property remaining, both real and personal, shall remain the property of SEAPA consistent with Schedule 2(c).

e. Except as specifically agreed to herein, SEAPA will not assume any obligations of TBPA, including, but not limited to employment agreements, liabilities, or claims arising prior to the Closing of this Agreement.

3. Termination of the O&M Agreement.

a. The O&M Agreement will be terminated upon the Closing Date of this Agreement. At Closing TBPA, Petersburg, and Wrangell are released from all obligations in the O&M Agreement consistent with this Agreement.

4. PERS Termination.

a. PERS Termination – Lump Sum. The Parties agree that certain current employees at TBPA are covered by the State of Alaska retirement system (PERS), and such employees are, effectively for purposes of this agreement only, current employees of Wrangell and Petersburg. As a result of this Agreement, they will be terminated from PERS, and Wrangell and Petersburg will have an ongoing termination liability to PERS for the costs related to its unfunded liability. The Parties have relied upon the Buck Report to assist in the estimated termination liability owed to PERS as a result of this Agreement. The Buck Report is attached and incorporated herein by this reference as Exhibit No. 3. The Buck Report estimates the amount Wrangell and Petersburg will owe to PERS for the employees transferring out of the PERS retirement plan is approximately \$159,440.00 (the “Lump Sum”). SEAPA agrees to assume the obligation to pay the Lump Sum. Wrangell and Petersburg shall provide appropriate invoices and available back up to SEAPA to reflect the exact amount due for the Lump Sum payment. Upon receipt of the invoice and back-up, SEAPA shall pay the amount due within 10 business days. The Parties understand that the Lump Sum is an estimated amount. Upon Closing, the final amount may differ from the Lump Sum, and shall be paid by SEAPA. In the event the final determination of the Lump Sum may be appealed, and in SEAPA’s reasonable judgment, it determines that the Lump Sum amount is unreasonable, the Parties shall cooperate in the event of an appeal by SEAPA.

b. PERS Termination – Annual Payment. The PERS termination also requires an annual payment to PERS until the unfunded liability is paid-off (“Annual Payment”). This Annual Payment is imposed by PERS to make up the loss to the PERS system of the annual contribution. The Annual Payment is currently expected to continue until 2031. The most current estimate regarding the Annual Payment are 33% of each employee’s current annual wage. SEAPA agrees to pay the entire Annual Payment that results from TBPA’s employees leaving the PERS System. SEAPA shall pay the Annual Payment upon Wrangell and Petersburg’s submittal of an invoice and back up to SEAPA that reflects the exact amount due to the State of Alaska representing the Annual Payment. In the event the determination of the Annual Payment may be appealed, and in SEAPA’s reasonable judgment, it determines that the Annual Payment amount is unreasonable, the Parties shall cooperate in the event of appeal by SEAPA.

5. Insurance Proceeds. This Agreement will cause the cancellation of insurance policies currently in the name of TBPA. The Parties anticipate that rebates will result from the overpayment of insurance premiums. Any and all rebates paid out from any insurance company providing coverage to Tyee and TBPA will be paid directly to SEAPA, except as to any premiums or rebates paid through non-net billable funds.

6. TBPA Employees.

a. The TBPC recently terminated the TBPA General Manager, and paid severance based upon his negotiated contract. The General Manager, prior to his termination, terminated the TBPA Secretary, who also received severance consistent with the terms of the existing union agreement.

b. SEAPA agrees to continue to maintain its office in Wrangell, and also agrees to provide staff for the office.

c. Other TBPA Employees. SEAPA and the International Brotherhood of Electrical Workers, Local 1547 have negotiated a tentative collective bargaining agreement regarding the

represented employees of TBPA. As part of this Agreement, SEAPA has agreed to add a second regular employee for the brushing crew. SEAPA anticipates providing offers of employment consistent with the negotiations at the time of Closing of this Agreement.

7. Conduct Prior to Closing.

a. Except as otherwise permitted by this Agreement or with the prior written consent of SEAPA, prior to the Closing, at the request of Petersburg and Wrangell, the TBPC shall direct TBPA to : (i) maintain, without cancellation or change, each existing policy of insurance (including self-insurance) or any fidelity bond relating to or covering TBPA and Tyee, as well as any other coverage at the time of the Effective Date; (ii) advise SEAPA in writing of any adverse change or any event, occurrence or circumstance which is likely to cause an adverse change in the condition or operation of TBPA and Tyee; (iii) freeze any permanent hiring upon the Effective Date; and (iv) preserve all Records.

b. Until the Closing, the Parties agree to and approve any maintenance items and necessary repair items budgeted and approved in the ordinary course of business consistent with Prudent Utility Practices.

8. Representations and Warranties of Petersburg and Wrangell. TBPA, Petersburg and Wrangell each represent and warrant as follows:

a. TBPA, Petersburg and Wrangell have all requisite power and authority to execute and perform this Agreement, and to consummate the transactions contemplated by this Agreement. On the Closing Date, all the transactions provided for in this Agreement shall have been duly authorized by proper proceedings and will be in all respects legally binding upon Petersburg, Wrangell, TBPC and TBPA; and

b. The individuals executing this Agreement on behalf of TBPA, Petersburg and Wrangell are duly authorized to do so, and upon execution hereof the Agreement will be enforceable against TBPA, Petersburg and Wrangell in accordance with its terms; and

c. To their knowledge after reasonable inquiry, TBPA, Petersburg and Wrangell are not subject to any statute, regulation, agreement, mortgage, lien, lease, instrument, order, judgment or decree which would prevent the consummation of the transactions contemplated by this Agreement; and

d. The representations and warranties of TBPA, Petersburg and Wrangell contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Effective Date, and each and all of the agreements and conditions to be performed or observed by TBPA, Petersburg and Wrangell on or before the Closing Date pursuant to the terms hereof shall have been performed, observed, or waived; and

e. As of the Effective Date and except as set forth in Schedule 8(e), there are no material actions, suits inquiries, investigations or proceedings pending or to TBPA, Petersburg and

Wrangell's knowledge, threatened, relating to this Agreement, before any federal, state or local court or other governmental or regulatory body; and

f. TBPA, Petersburg and Wrangell have provided all contracts, materials, documents, agreements, records and any other information known to or obtainable by TBPA, Petersburg and Wrangell to SEAPA or have allowed SEAPA access to obtain whatever SEAPA wants in order to allow SEAPA to complete its due diligence, with the exception of personnel files to be turned over after the Effective Date of this Agreement, consistent with the Collective Bargaining Agreement with the IBEW, and applicable personnel regulations.

9. Representations and Warranties of SEAPA. SEAPA represents and warrants as follows:

a. SEAPA is a joint action agency organized under the authority of AS 42.45.300 - AS 42.45.320, and is duly organized, validly existing and in good standing under the laws of the State of Alaska; and

b. SEAPA has all requisite power and authority to execute and perform this Agreement, and to consummate the transactions contemplated by this Agreement. On the Closing Date, all the transactions provided for in this Agreement shall have been duly authorized by proper proceedings and will be in all respects legally binding upon SEAPA; and

c. The individuals executing this Agreement on behalf of SEAPA are duly authorized to do so, and upon execution hereof the Agreement will be enforceable against them in accordance with its terms; and

d. To its knowledge after reasonable inquiry, SEAPA is not subject to any statute, regulation, agreement, mortgage, lien, lease, instrument, order, judgment or decree which would prevent the consummation of the transactions contemplated by this Agreement; and

e. The representations and warranties of SEAPA contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Effective Date, and each and all of the agreements and conditions to be performed or observed by SEAPA on or before the Closing Date pursuant to the terms hereof shall have been performed, observed, or waived.

f. As of the Effective Date and except as set forth in Schedule 9(f), there are no material actions, suits inquiries, investigations or proceedings pending or to SEAPA's knowledge, threatened, relating to this Agreement, before any federal, state or local court or other governmental or regulatory body.

g. SEAPA will fully cooperate with Petersburg, Wrangell, TBPC and TBPA to effect SEAPA's review of any documents sought to be reviewed by SEAPA before Closing.

10. Conditions Precedent to SEAPA's Obligations. The obligations of SEAPA at the Closing are subject to the fulfillment prior to or at the Closing of the following conditions (any one or more of which may be waived in whole or in part by SEAPA at SEAPA's option):

a. Representations and Warranties. The representations and warranties of TBPA, Petersburg and Wrangell contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Effective Date.

b. Covenants and Conditions. TBPA, Petersburg and Wrangell shall have performed in all material respects all of their respective obligations and agreements, and complied with all of their respective covenants and conditions contained in this Agreement to be performed or complied with by Petersburg and Wrangell on or before the Closing Date.

c. Due Diligence. SEAPA has been provided with all information, records, reports and materials related to TBPA's operations of Tyee, and SEAPA is satisfied that all Assets in Schedule 2(c) are adequately listed, and the Parties have agreed upon a process to supplement the list of Assets.

d. Deliveries. TBPA, Petersburg and Wrangell shall have delivered to SEAPA the following, in form and substance reasonably satisfactory to SEAPA:

- i. Assignments.** All available assigned contracts providing for the assignment and assumption by SEAPA;
- ii. Records.** A copy of all Records of TBPA or have allowed SEAPA access to all records;
- iii. Estoppel Certificates.** Estoppel Certificates of the lessors of all leasehold interests included in any real property interests, if any;
- iv. Employee Contracts.** Any and all employment agreements, union contracts, and correspondence related to such agreements,

e. Adverse Proceedings. There shall not be any order, decree, or judgment in effect or any lawsuit, claim, legal action, proceeding, or investigation pending or threatened before any court, administrative agency, or arbitrator which is reasonably likely to adversely affect the business, property, assets, or condition (financial or otherwise) of Petersburg or Wrangell, or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken by them pursuant to or in connection with this Agreement.

f. Adverse Change. Between the Effective Date and the Closing Date, there shall have been no material adverse change in the assets, properties, and financial condition, including any unrestored damage, destruction, or loss affecting any assets that are material to the O&M Agreement. Changes in general economic conditions or developments generally affecting the business engaged in by TBPA shall not constitute a material adverse change.

g. Resolutions. Copies of resolutions adopted by TBPC, Petersburg and Wrangell, authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions described herein and thereby, certified by the Clerks of TBPC, Petersburg and Wrangell as being true and complete on the Closing Date.

11. Conditions Precedent to TBPA, Petersburg and Wrangell's Obligations. The obligations of Petersburg and Wrangell at the Closing are subject to the fulfillment prior to or at the Closing of

the following conditions (any one or more of which may be waived in whole or in part by Petersburg and Wrangell at each's option):

a. Representations and Warranties. The representations and warranties of SEAPA contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Effective Date.

b. Covenants and Conditions. SEAPA shall have performed in all material respects all of their respective obligations and agreements and complied with all of their respective covenants and conditions contained in this Agreement to be performed or complied with by SEAPA on or before the Closing Date.

c. Deliveries SEAPA shall have delivered to Petersburg and Wrangell the following, in form and substance reasonably satisfactory to Petersburg and Wrangell:

i. Assignments. All available assigned contracts providing for the assignment and assumption by SEAPA;

d. Adverse Proceedings. There shall not be any order, decree, or judgment in effect or any lawsuit, claim, legal action, proceeding, or investigation pending or threatened before any court, administrative agency, or arbitrator which is reasonably likely to adversely affect the business, property, assets, or condition (financial or otherwise) of SEAPA, or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken by them pursuant to or in connection with this Agreement.

e. Resolutions. Copies of resolutions adopted by the Board of Directors of SEAPA, authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions described herein and thereby, certified by the Secretary of SEAPA as being true and complete on the Closing Date.

12. Effective Date and Closing

The Effective Date of this Agreement shall be the date the last Party signs the Agreement. The Parties shall take all actions necessary to complete the transfer and transition of the O&M Agreement to SEAPA prior to Closing.

The closing of the transactions contemplated in this Agreement (the "Closing") shall take place promptly after the conditions precedent have been met and the IBEW Collective Bargaining Agreement references in Section 6(c) has been approved, and on a date that is five (5) business days after SEAPA has provided written notice to TBPA, Petersburg and Wrangell (the "Closing Date"). All Conditions Precedent to Closing shall be satisfied or waived by SEAPA and TBPA, Petersburg and Wrangell.

13. Survival of Warranties; Indemnities and Other Provisions.

a. All representations, warranties, covenants and indemnification of the Parties, and all liability therefor, shall survive Closing for a period of three (3) years, except those set forth in this Section shall survive indefinitely.

b. Subject to the limitations in this Section, Petersburg and Wrangell shall indemnify, defend and hold SEAPA harmless from and against any and all claims, loss, cost, liability, damage, and expense (including reasonable legal and other expenses incident thereto) of every kind, nature, or description up to and not to exceed the existing levels of insurance coverage carried by TBPA arising out of: (i) their own breaches or defaults in their performance of any covenant or agreement in this Agreement; and (ii) their own breach of warranty or representation made by Petersburg and Wrangell. Subject to the limitations in this Section, Petersburg and Wrangell shall jointly indemnify, defend and hold SEAPA harmless from and against any and all claims, loss, cost, liability, damage, and expense (including reasonable legal and other expenses incident thereto) of every kind, nature, or description up to and not to exceed the existing levels of insurance coverage carried by TBPA arising out of (i) any cause of action involving TBPA actions regarding the O&M Agreement that arose before Closing; and (ii) any investigation, removal and remediation/cleanup of certain environmental conditions that existed prior to or at Closing; the obligation to hold SEAPA harmless and indemnify it shall be joint among Wrangell and Petersburg, and joint and several as to TBPA. Except for the foregoing, for any and all claims of every kind, nature or description related to (i) employment and employment practices by TBPA that arose or resulted from actions, lack of actions or decisions made by TBPA before Closing, and (ii) any claims regarding the existence of TBPA or the Thomas Bay Power Commission, or claims relating to Petersburg and Wrangell's authority to act on behalf of either TBPA and Thomas Bay Power Commission, such claims shall not be limited to the existing levels of insurance coverage carried by TBPA, and SEAPA shall be entitled to be fully indemnified, defended and held harmless for any all claims, loss, cost, liability, damage, and expense (including reasonable legal and other expenses incident thereto) of every kind, nature, or description.

c. SEAPA shall defend, indemnify and hold harmless Wrangell, Petersburg, TBPC and TBPA for any and all any and all claims, loss, cost, liability, damage, and expense (including reasonable legal and other expenses incident thereto) of every kind, nature, or description arising after the Closing of this Agreement, unless such claim, cause of action, or lawsuit was known to TBPA, Petersburg, and Wrangell but not disclosed prior to the Closing of this transaction.

d. SEAPA shall defend, indemnify and hold harmless Wrangell, Petersburg, TBPC and TBPA for any and all claims, loss, cost, liability damage, and expense (including reasonable legal and other expenses incident thereto) of every kind, nature, or description arising before the Closing of this Agreement resulting from or caused by any negligent or intentional acts of SEAPA or its employees, representatives, subcontractors or agents, occurring or arising before the Closing of this Agreement.

e. Consequential Losses. Notwithstanding any other provision in this Agreement, and except for the Parties' indemnification obligations as provided in this Section, with respect to claims between the Parties, neither Party, nor their respective agents or employees shall be liable as a result of any action or inaction under this agreement or otherwise, including, without limitation, negligence or other fault, strict liability, without regard to fault, breach of contract or warranty, for any loss of profits or loss of revenue or any consequential, special, incidental, exemplary, punitive or indirect losses or similar damages of any nature whatsoever, whether arising under the law of contracts, torts (including, without limitation negligence of every kind and strict liability, without fault) or property,

or at common law or in equity, or otherwise, even if such Party has been advised of the possibility or existence of such damages.

14. Risk of Loss. The risk of any loss, damage, or impairment, confiscation, or condemnation of any of the assets of TBPA from any cause whatsoever shall be borne by Petersburg and Wrangell until the Closing has occurred. In the event of any such loss, damage, or impairment, confiscation, or condemnation, the proceeds of, or any claim for any loss payable under, any insurance policy, judgment, or award with respect thereto shall be applied to repair, replace, or restore such assets to their prior condition as soon as possible after such loss, impairment, condemnation, or confiscation.

15. Other Provisions.

a. Assignment. No Party may assign or otherwise transfer any of its rights or obligations under this Agreement, except by an instrument in writing signed by all Parties. The rights, obligations and liabilities set forth in or arising under this Agreement shall extend to, be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

b. Amendment. This Agreement may be amended only by an instrument in writing executed by all the Parties.

c. Waiver. Any of the terms or conditions of this Agreement may be waived at any time from time to time, in a signed writing, by the Party or Parties entitled to the benefit of such terms or conditions. Any waiver given by a Party shall be narrowly construed to specifically waive in time and subject only the express matter contained in such waiver.

d. Governing Law/Disputes. This Agreement and the rights of the Parties under it shall be governed by and construed in all respects in accordance with the laws of the State of Alaska. Each of the Parties irrevocably submits to the exclusive jurisdiction of state courts of the State of Alaska for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated thereby (and agrees not to commence any action, suit or proceeding relating hereto except in such courts). Each of the Parties irrevocably and unconditionally waives any objection to the exclusive jurisdiction and venue of any such suit, action or proceeding in the state courts of the State of Alaska, First Judicial District at Ketchikan.

e. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person not a Party to this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party, nor give any third person any right of subrogation or action against any Party.

f. Severability. If any provision of this Agreement or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Agreement or any other application of such provision shall not be affected thereby.

g. Construction. This Agreement has been negotiated by the Parties and their respective legal counsel, and the Parties specifically agree that any legal or equitable principles that

might require the construction of this Agreement or any provision of this Agreement against the Party drafting will not apply in any construction or interpretation of this Agreement.

h. Time of the Essence. Time is of the essence in the performance of this Agreement.

i. Appendices, Attachments, Schedules and Exhibits. The Appendices, Attachments, Schedules and Exhibits attached hereto are an integral part of this Agreement and are incorporated herein by reference.

j. Counterparts. For the convenience of the Parties, this Agreement may be executed in one or more counterparts, including by facsimile signature, each identical to the other, so long as the counterparts in a set contain the signatures (and acknowledgements) of all the Parties to this Agreement.

k. Notices. Except as otherwise expressly provided in this Agreement, any notice, request, approval, consent, demand, or other communication required or permitted to be given by any Party to another hereunder shall be in writing and shall be deemed delivered upon receipt if personally delivered, upon confirmation of successful transmission if sent via facsimile, or five (5) days after deposit in the United States mail, postage prepaid, certified mail, and addressed as set forth below if mailed, or at such other address as such Party shall have last designated by notice to the others.

If to Petersburg:

If to Wrangell:

If to SEAPA: **Southeast Alaska Power Agency**
Trey Acteson, CEO
Suite 318
1900 First Avenue
Ketchikan, Alaska 99901

If to TBPA:

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first hereinabove written.

THE SOUTHEAST ALASKA POWER AGENCY

By: _____

Its: Chairman

CITY AND BOROUGH OF WRANGELL, ALASKA

By: _____

Its:

Date: _____

BOROUGH OF PETERSBURG, ALASKA

By: _____

Its:

Date: _____

THOMAS BAY POWER AUTHORITY

By: _____

Its:

Date: _____

EXHIBIT NO. 1
O&M AGREEMENT

EXHIBIT NO. 2

RESOLUTION NUMBERS 2014-03, 12-13-1290 & No. 2014-06

SCHEDULE 2(b)

RECORDS

- a. a list of any claims, potential claims, disputes or lawsuits; and
- b. All personnel records for TBPA employees; and
- c. All statements of account, accounting records, bank statements, list of payables and receivables, and any other records and documents reflecting the financial position of TBPA, whether determined to be subject to historic “net billable” treatment, or “non-net billable” treatment under the Long Term Power Sales Agreement between SEAPA, Petersburg and Wrangell.

SCHEDULE 2(c)

ASSETS

SCHEDULE 2(d)

LIST OF TBPA PURCHASES THROUGH NON NET-BILLABLE BUDGETS

EXHIBIT NO. 3

THE BUCK REPORT

SCHEDULE 8(e)

REPRESENTATIONS AND WARRANTIES OF PETERSBURG AND WRANGELL

SCHEDULE 9(f)

REPRESENTATIONS AND WARRANTIES OF SEAPA



**CITY AND BOROUGH
OF WRANGELL**
INCORPORATED MAY 30, 2008

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

May 6, 2013

Southeast Alaska Power Agency
Attn: Trey Acteson, Chief Executive Officer
1900 First Avenue, Suite 318
Ketchikan, Alaska 99901

Re: Termination Study

Dear Mr. Acteson,

Last year, you asked the city to request a termination study on the Thomas Bay Power Authority employees. I received the actual termination study in April, but it has taken me some time to actually get in contact with someone at Buck Consultants to clarify several things related to the report.

The only two employees that would be subject to the termination costs would be Steve Beers (Tier I employee) and Rhonda Christian (Tier III employee). All the other employees are Tier IV employees are not subject to the termination costs. As I understand the report and the conversation I had with David Slishinsky of Buck Consultants, there are two components that would need to be paid. The first is the upfront cost of \$159,440 for these two employees. The second expense would be the ongoing annual cost of each of these employees until the unfunded liability is paid off which is estimated to be in the year 2031 according to David Slishinsky of Buck Consultants.

I have attached a spreadsheet that divides the termination costs between the two employees and also does a calculation to show what the annual ongoing expense would be on each employee based on the current rate of 24.19%. It is my understanding that this rate can fluctuate from time to time.

I have attached the following documents:

- Buck Consultants Termination Study
- Spreadsheet by Jeff Jabusch breaking out Buck Consultants information between Steve Beers and Rhonda Christian and providing an estimate on the annual ongoing costs based on the information from Buck Consultants.
- Bill from Buck Consultants in the amount of \$3,000. Please Reimburse the City and Borough of Wrangell. We will pay the invoice to Buck Consultants since it is our bill and then will have you reimburse us.
- Copy of Data sent to Buck Consultants originally which they used to do the calculations and study.

I would like to be completely clear that I am no expert on the termination study and all of the information provided is either from the Buck Consultants Termination Study or from my conversation with David Slishinsky. I would recommend that you carefully review the information and ask any and all questions you may have of David Slishinsky of Buck Consultants. Because the report was done for the City and Borough of Wrangell, he may or may not be able to talk to you about the report. If that is the case, I would be glad to transfer any questions to him.

Sincerely,



Jeff Jabusch
Finance Director

Cc: Timothy Rooney, Borough Manager
Thomas Bay Power Authority Board Members
Michael J. Nicholls, TBPA Manager



State of Alaska
City and Borough of Wrangell

Termination Study
as of June 30, 2014

buckconsultants

Submitted By:
Buck Consultants
1200 Seventeenth Street, Suite 1200
Denver, CO 80202

April 8, 2013

VIA EMAIL

Jeff Jabusch
Finance Director
City and Borough of Wrangell
Box 531
Wrangell, Alaska 99929

Re: City and Borough of Wrangell –Termination Study

Dear Mr. Jabusch:

At your request, we have performed a termination study for the City and Borough of Wrangell assuming termination from PERS as of June 30, 2014.

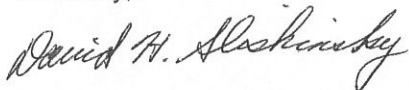
We have estimated that terminating the City and Borough of Wrangell will increase pension liabilities and healthcare liabilities. Therefore, the total cost for termination is \$159,440. Termination liabilities were calculated as of June 30, 2014 based upon the member data, assumptions, methods, and provisions summarized in this report. However, Alaska statutes section 39.35.625 requires that the City and Borough of Wrangell continue to pay the past service cost rate until the unfunded liability for PERS has been fully paid off. This rate is 24.19% for Fiscal Year 2014.

We have assumed that the members chose to become immediately vested in his/her pension and healthcare benefits rather than receive a refund of his/her account balance. Tier III members must have 10 years of service at termination from PERS to be eligible for system-paid healthcare benefits after age 60. The total liability for these members has been estimated by prorating the member's service at the City and Borough of Wrangell over the member's total service. Please note that this study only includes members in the Defined Benefit Plan. Members in the Defined Contribution Retirement (DCR) Plan have been excluded.

The undersigned is a member of the American Academy of Actuaries and the Society of Actuaries, is fully qualified to provide actuarial services to the State of Alaska, and is available to answer questions regarding this report.

If you have any questions, please feel free to call me at (720) 359-7773.

Sincerely,



David H. Sliskinsky, ASA, EA, MAAA
Principal, Consulting Actuary

c: Ms. Kathy Lea, State of Alaska
Mr. Jim Puckett, State of Alaska

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Development of Termination Liability at June 30, 2014

	<u>Total Liability</u>	<u>Liability Allocated to the City and Borough of Wrangell*</u>
(1) Pension Cost of Termination		
(a) Accrued Pension Liability Prior to Termination		
Tier 1	\$ 284,898	\$ 284,898
Tier 2	0	0
Tier 3	<u>128,252</u>	<u>114,519</u>
Total	\$ 413,150	\$ 399,417
(b) Pension Termination Liability		
Tier 1	\$ 355,655	\$ 355,655
Tier 2	0	0
Tier 3	<u>87,765</u>	<u>78,367</u>
Total	\$ 443,420	\$ 434,022
(c) Pension Cost of Termination (b-a, not less than \$0)		\$ 34,605
(2) Healthcare Cost of Termination		
(a) Accrued Healthcare Liability Prior to Termination		
Tier 1	\$ 230,344	\$ 230,344
Tier 2	0	0
Tier 3	<u>108,587</u>	<u>96,960</u>
Total	\$ 338,931	\$ 327,304
(b) Healthcare Termination Liability		
Tier 1	\$ 315,507	\$ 315,507
Tier 2	0	0
Tier 3	<u>153,017</u>	<u>136,632</u>
Total	\$ 468,524	\$ 452,139
(c) Healthcare Cost of Termination (b-a, not less than \$0)		\$ 124,835
(3) Total Cost of Termination (1(c)+2(c))		\$ 159,440

*The liability allocated to the City and Borough of Wrangell is the member's liability multiplied by the ratio of the member's City and Borough of Wrangell service to total member service.

Member Information

The following member information was used to determine the termination liability for the City and Borough of Wrangell as of June 30, 2014:

City and Borough of Wrangell

Number of Members	2
Member Averages:	
Age as of June 30, 2014	58.96
Service at the City and Borough of Wrangell as of June 30, 2014	13.74
Total Benefit Service as of June 30, 2014	14.38
Annual Compensation as of June 30, 2014	\$ 71,338
Estimated Monthly Pension Benefit Amount	\$ 1,832.21
Estimated Annual Pension Benefit Amount	\$ 21,986.55

**Summary of the Provisions of the Alaska Public Employees'
Retirement System**

The plan provisions used for this study are the same as those used in the draft June 30, 2012 valuation for the State of Alaska Public Employees' Retirement System.

Actuarial Basis

The actuarial assumptions and methods used for this study are the same as those described in the draft June 30, 2012 valuation for the State of Alaska Public Employees' Retirement System which were adopted by the ARM Board in December 2010, unless otherwise noted below.

- Liability was allocated to the City and Borough of Wrangell by the ratio of the member's City and Borough of Wrangell service to the member's total service.
- We assumed that the member would elect to become vested in his pension and healthcare benefits and not take a refund of his contributions. We assumed he will start his pension and healthcare benefits on the earliest date that he is eligible. Tier III members must have 10 years of service at termination from PERS to be eligible for system-paid healthcare benefits at age 60.
- We assumed that 80% of males and 70% of females are married upon termination.
- The member's balance was taken from the June 30, 2012 valuation data. The member's service was taken from the June 30, 2012 valuation data. The current annual compensation was provided by Jeff Jabusch in March 2013.

	STEVE BEERS	RHONDA CHRISTIAN	TOTAL
PART 1			
(A)	284,898	114,519	399,417
(B)	355,655	78,367	434,022
©	70,757	(36,152)	34,605
		-	
PART 2	230,344	96,960	327,304
	315,507	136,632	452,139
	85,163	39,672	124,835
PART 3	155,920	3,520	159,440
			TOTAL TERMINATION COST

NOTE 1:

In addition to the costs above, the employer would have to pay 24.19% of the annual wage until the unfunded liability is paid off. I talked to David Slishinsky of Buck Consultants about this and he said the planned date to pay off the unfunded liability is 2031. That would mean that the rough annual amount on each of these employees is as follows:

	<u>Annual Salary</u>		<u>Annual Cost</u>
Steve Beers:	85,508.80	24.19%	20,685
Rhonda Christian	51,688.00	24.19%	12,503

***NOTE:**

STEVE BEERS IS THE ONLY TIER I EMPLOYEES BECAUSE HE BEGAN WORKING FOR THE CITY IN THE 1970'S. RHONDA CHRISTIAN IS THE ONLY TIER III EMPLOYEE. ALL OTHER EMPLOYEES ARE TIER IV EMPLOYEES BECAUSE THEY BEGAN AFTER JUNE 30, 2006.



A Xerox Company

April 29, 2013

Mr. Jeff Jabusch
Finance Director
City and Borough of Wrangell
Box 531
Wrangell, AK 99929

Actuarial Valuation and Consulting Contract
Agency Contract Number 2006-0200-5759

Client #: 00019732
Invoice #: 2144780

REMIT BY CHECK TO:
Buck Consultants, LLC
Dept. CH 14061
Palatine, IL 60055-4061

BY WIRE TO:
Buck Consultants, LLC
The Bank of New York Mellon, NA
A B A # 043000261
D D A # 0038720

Terms: Payable upon receipt. Interest accrues after 30 days from the invoice date at 1% per month.

Services rendered from March 1, 2013 through April 8, 2013:

\$ 3,000.00

Completion of the actuarial study to determine the cost to terminate two employee positions from the Alaska Public Employee Retirement System, submitted April 8th

RECEIVED

MAY 06 2013

WRANGELL CITY HALL

City and Borough of Wrangell
 Request Termination Cost Study for the Employees Listed
 Information Prepared by: Jeff Jabusch, Finance Director
 Information as of March 1, 2013

Name of Employee	Date of Birth	Gender	Date of Hire	Current Hourly Rate	Scheduled hours per year	Calculated annual salary	Position	Effective date of Position Elimination
Archie L. Galyean	3/19/1956	Male	1/3/2012	31.52	2,080	\$ 65,561.60	Brushing Foreman	6/30/2014
Rhonda J. Christian	12/26/1962	Female	10/13/2003	24.85	2,080	\$ 51,688.00	Hydro Electric Office Secretary	6/30/2014
Michael J. Nicholls	1/1/1948	Male	4/21/2008	44.06	2,080	\$ 91,644.80	Project Maintenance & Operations Foreman	6/30/2014
Stephen C. Beers	1/31/1948	Male	7/28/2005	41.11	2,080	\$ 85,508.80	Relief Operator/General Maintenance	Note 1.
Brent V. Mill	11/14/1953	Male	9/1/2006	41.11	2,080	\$ 85,508.80	Relief Operator/General Maintenance	6/30/2014
Eric G. Ogren	10/9/1963	Male	12/10/2012	32.89	2,080	\$ 68,411.20	Relief Operator/General Maintenance	6/30/2014

Note 1.

Steve Beers also worked for the city under PERS in the 70's and early 80's but under a different position that still exists within the city.

Note 2.

There is also a general manager position that would be eliminated. The last general manager retired on 12/30/2011. They have had a temporary person fill that position until they could find a permanent replacement. This temporary employee is not being paid in PERS at the moment. We have been told that if he works past May of this year, we will be required to enter him in PERS. Not sure what you need or how to handle this situation. Let me know if anything is needed and I will get it right to you.

OPERATION & MAINTENANCE AGREEMENT

FOR

THOMAS BAY POWER AUTHORITY

GENERAL CONDITIONS
OF THE ALASKA ENERGY AUTHORITY,
FOUR DAM POOL INITIAL PROJECT

TYEE LAKE O&M AGREEMENT

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Section 1 - Definitions.

For purposes of this Agreement, the following definitions apply:

- (a) "Act" or references to AS 44.83, means Title 44, Chapter 83 of the Alaska Statutes (1993), as amended.
- (b) "Agreement" means this Agreement.
- (c) "Authority" means the Alaska Energy Authority as established by the Act, and any successor agency thereto and, unless the context otherwise requires, such officers and agents of the Authority that may be delegated responsibilities and duties under this Agreement.
- (d) "Contract Year" means, except for the last Contract Year, the twelve month period starting July 1 of a calendar year through and including June 30 of the next succeeding calendar year. The last Contract Year shall be the period commencing after the last full (i.e., twelve - month) Contract Year and ending on the expiration of this Agreement.
- (e) "Dispatch" means to monitor and control the voltage, frequency, and real and reactive power flow through the Project Facility, including the operation of Project Facility protective equipment as required for the safe and stable operation of the Project Facility and any interconnection with a Purchaser's system.
- (f) "Division of Risk Management" means an office which is part of the State Department of Administration and which is established pursuant to AS 44.21.020.
- (g) "FERC" means the Federal Energy Regulatory Commission, an agency of the United States Department of Energy, or its successor agency.
- (h) "Initial Project" means, collectively, the initial facilities of the Four Dam Pool Initial Project, namely the Solomon Gulch, Swan Lake, Terror Lake and Lake Tyee hydroelectric facilities, as described in the Long-Term Power Sales Agreement and its Exhibit B.
- (i) "Long-Term Power Sales Agreement" means the Long-Term Power Sales Agreement, Four Dam Pool - Initial Project of the Alaska Power Authority (Now the Alaska Energy Authority) effective as of October 28, 1985,

among the Authority, the Cities of Petersburg, Wrangell, and Ketchikan, Alaska, Copper Valley Electric Association, Inc. and Kodiak Electric Association, Inc.

- (j) "Operation and Maintenance Standards" means the Operation and Maintenance Standards adopted by the PMC on April 12, 1990, and amendments thereto as may be adopted from time to time by the PMC. The Operation and Maintenance Standards shall be maintained at the Project Facility and in the office of the Operator.
- (k) "Operator" means the entity that operates and maintains the Project Facility named in this Agreement.
- (l) "Party" or "Parties" means the Authority or the Project Facility Operator, both signatories to this Agreement.
- (m) "PMC" means the Project Management Committee established under the Long-Term Power Sales Agreement.
- (n) "Power" or "Electric Power" means electric energy or electric capacity, or both, except where the context requires a distinction, in which case electric energy is expressed in kilowatt hours, and electric capacity is expressed in kilowatts.
- (o) "Project Facility" means the power generation facility and the associated transmission and substation facilities described in Exhibit A.
- (p) "Project Facility Budget" means the budget for the Project Facility as adopted and amended by the PMC pursuant to the Long-Term Power Sales Agreement.
- (q) "Project Facility-Specific Standards" means the standards and procedures which are applicable to the Project Facility named in this Agreement which are contained in Exhibit B and which modify or supplement the Operation and Maintenance Standards.
- (r) "Prudent Utility Practice" means, at any particular time, any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with the reliability, safety, and expedition, including but not

limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry prior thereto. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements, and obligations of each Operator and the fact that the Operator is a cooperative corporation, public corporation, or political subdivision of the State of Alaska. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Prudent Utility Practice includes due regard for the manufacturers' warranties and the requirements of governmental agencies of competent jurisdiction and shall apply not only to functional parts of the Project, but also to appropriate structures, landscaping, painting, signs, lighting, and other facilities.

- (s) "Purchasers" means the City of Petersburg and the City of Wrangell, which purchase power generated by the Initial Project from the Authority under the Long-Term Power Sales Agreement.
- (t) "RUS" means the Rural Utilities Service, an agency of the United States Department of Agriculture.

Section 2 - Term of Agreement.

- (a) This Agreement shall take effect upon execution by the authorized representatives of both Parties, provided that if the Operator is a borrower of the Rural Utilities Service or is a party to any indenture that otherwise requires the lender's prior approval of contracts, this Agreement shall not be binding on the Parties until the Agreement has been approved by the Administrator of the RUS or such other entity.
- (b) The term of this Agreement shall be five (5) years from the date on which it takes effect and shall continue from year to year thereafter, except upon written notice to terminate. Notice of termination shall be given one (1) year in advance, effective on July 1 of the next Contract Year; provided, however, if the Authority reasonably determines termination is necessary to avoid endangerment to the Project Facility or the Project Facility's personnel, this Agreement may be terminated in accordance with subsection (c).

- (c) In the event the Authority reasonably determines that the Operator's performance of its obligations under this Agreement, without immediate remedial actions, could cause substantial damage to the Project or endanger public health or safety, the Authority shall promptly notify the Operator and the PMC of its determination and shall identify the areas where performance must be remedied. The Operator shall submit to the Authority a plan for remedial action to correct its performance within twenty-four (24) hours of such notice. The Authority shall have the right to temporarily take over the duties of the Operator until a remedial action plan reasonably satisfactory to the Authority is agreed to by the Operator. In the event of takeover, the Authority shall operate the Project Facility consistent with a Project Facility Budget approved by the PMC. If the Parties fail to agree to a remedial action plan within thirty (30) days, the Authority may terminate this Agreement.
- (d) All liabilities and payment obligations incurred prior to termination of this Agreement shall continue until satisfied.

Section 3 - Qualified Utility Status.

The Authority and the Operator have each determined that the Operator is a qualified utility within the meaning of AS 44.83.425(5) and has met all the requirements thereof.

Section 4 - Operator's General Responsibilities.

- (a) The Operator shall be responsible for all operations of the Project Facility to the extent such operations are authorized and funded under this Agreement, including dispatching, starting and stopping, adjusting, and operating the generating units and appurtenances, and maintaining project features, station logs, and other records as required by the Authority.
- (b) The Operator shall operate, maintain, and repair the Project Facility under the terms of this Agreement in accordance with Prudent Utility Practice, the Operation and Maintenance Standards and the Project Facility-Specific Standards contained in Exhibit B. The Operator shall deliver Project Facility Power to the Purchaser(s) in a manner consistent with the terms of the Long-Term Power Sales Agreement.
- (c) The operation, maintenance, and repair of the Project Facility shall be consistent with the intended use of the Project Facility (including the efficient integration of the Project Facility's capability into the Purchaser's system in accordance with

the terms of the Long-Term Power Sales Agreement) and the Project Facility's design parameters, and shall be conducted in a manner to prevent, minimize, or correct any failures of such facilities or equipment.

- (d) If the Operation and Maintenance Standards are revised by the PMC, the Parties shall review Exhibit B to determine whether the Project Facility-Specific Standards require revision. The Authority, in consultation with the Operator at least annually, shall prepare necessary revisions, if any, to conform Exhibit B with the revised Operation and Maintenance Standards. Such revisions shall be effective upon written agreement by the representatives of each Party, as designated pursuant to Section 19(c), without further execution of the Parties.
- (e) The Operator shall provide all material, labor, technical support, and training to operate, maintain, and repair the Project Facility, in accordance with the Operation and Maintenance Standards and Project Facility-Specific Standards.
- (f) In addition to the preceding responsibilities, and those set forth in the Operation and Maintenance Standards and those in Exhibit B, the Operator's duties shall include, but are not limited to, the following specific responsibilities unless directed otherwise:
 - (1) comply with all federal and state agency requirements, as specified by the Authority and attached as Exhibit C, and with applicable state and federal statutes;
 - (2) provide operation of the Project Facility dispatch and control equipment on a continuous 24-hour daily basis;
 - (3) provide security for the Project Facility at all times;
 - (4) conduct scheduled technical, operation, and maintenance inspections of the Project Facility features in accordance with the FERC license for the Project Facility, as required by the Authority, and submit inspection reports as requested by the Authority on appropriate forms provided by the Authority;
 - (5) read, maintain, and operate all Project Facility metering devices in accordance with schedules provided by the Authority, record such readings on forms provided by the Authority, and forward such data, forms, relevant graphs, and/or magnetic tapes to the Authority;

- (6) keep and make available all Project Facility records requested by the Authority, including records required by FERC license requirements and records required by any insurance agreements, and permit inspection by the Authority's representative and representatives of agencies with jurisdiction upon reasonable notice to the Operator. The Operator shall also prepare operating and financial statements, in a form agreeable to the Operator and the Authority, relating to the operation, maintenance, and repair of the Project Facility, as described in the Operation and Maintenance Standards;
- (7) integrate Power from the Project Facility into the Purchasers' system with due regard for the capability limits of the Project Facility, planned water reserves, and overall system power needs consistent with Prudent Utility Practices;
- (8) provide trained and qualified personnel with the ability to perform the duties assigned to the Operator hereunder, including but not limited to the Operator's obligations under this Section 4;
- (9) in response to protective relay or alarm action, interpret the cause of, identify corrective measures, and notify the Authority. Upon the Authority's direction, the Operator shall both (a) modify or adjust Project Facility protective relay settings and (b) provide documentation reflecting the changes to the Authority within ten (10) days;
- (10) participate with Authority in identifying and installing additional protective relaying, instrumentation, control systems, or other apparatus as found necessary to maintain or improve Project Facility and interconnected system reliability, integrity, efficiency, and safety;
- (11) take all reasonable measures to protect equipment, personnel, and the general public from hazards arising from equipment failure such as electrical faults, vandalism, and mechanical failure and repair and report damaged facilities to the Authority and any appropriate law enforcement authority, as soon as possible following each occurrence;
- (12) monitor and record the operating characteristics of all equipment and machinery, and take actions in accordance with Exhibit B, manufacturer's recommendations and Prudent Utility Practice in response to alarms and systems malfunctions;

- (13) each year submit to the Authority and the PMC, a five (5) year schedule of estimated equipment replacements; and
 - (14) develop, in association with Authority, each Party's responsibility for providing equipment, spare parts, and miscellaneous materials, and supplies which are not part of the Operator's overall obligations under this Agreement, and include such responsibilities as Part of Exhibit B.
- (g) The Operator recognizes the implied covenant of good faith and fair dealing required of parties to Alaska contracts, and covenants that it shall take all actions necessary to meet its obligations under this Agreement.

Section 5 - Accounting and Records.

In keeping any books of account required by Section 4(f)(6), the Operator shall, to the extent that different rules are not prescribed by this Agreement or federal and state laws, follow the system of accounts prescribed for public utilities and licensees by FERC. Upon reasonable notice, the Operator and its contractors or subcontractors shall allow the Authority, PMC, or their authorized representatives to audit books of account for the Project Facility and the supporting documents of the Operator and its contractors or subcontractors related to the Project Facility for a period of three (3) years following the close of a Contract Year. The audit shall be performed in such a manner that will not unreasonably interfere with the Operator's duties under this Agreement.

Section 6 - Budget.

- (a) After the effective date of this Agreement, and in accordance with schedules provided by the Authority, the Operator shall prepare and submit each year to the Authority a draft budget for the Project Facility for the following Contract Year.
- (b) The Project Facility Budget shall be based upon prudent estimates and anticipated requirements reflecting appropriate accounting and budgetary principles for utilities. The draft budget shall be prepared in a format agreeable to both the Operator and the Authority, and shall be based on a reasonable estimate of all anticipated expenditures for operating and maintaining the Project Facility during the Contract Year.

- (c) The draft budget shall be approved by the governing body of the Operator prior to Authority review. The Authority shall review the draft budget and forward its recommended budget for PMC approval. Following PMC approval, the Authority shall adopt annually, by Contract Year, the Project Facility Budget that has been approved by the PMC.
- (d) The Operator shall perform its duties in a manner consistent with the Project Facility Budget, and shall be responsible to perform only the obligations funded by such Project Facility Budget except as provided in Sections 7 and 8 below. The Operator shall make no expenditures in excess of its Project Facility Budget unless the Authority, with PMC approval, if necessary, approves a revised budget. If the Operator makes a determination during any Contract Year that it cannot operate within its Project Facility Budget, the Operator shall report such finding to the Authority and shall submit a revised budget for Authority review, and PMC approval, if necessary.

Section 7 - Extraordinary Maintenance, Repair and Equipment Replacement Costs.

- (a) Extraordinary maintenance, repair or equipment replacement costs are costs for Initial Project equipment failures or substandard equipment performance which costs are not anticipated to materialize in the Contract Year, and are therefore not provided for in the Project Facility Budget.
- (b) If the Operator learns of an equipment failure or other contingency which requires an extraordinary maintenance, repair or equipment replacement cost, the Operator shall promptly notify the Authority of the circumstances and request authorization to make such expenditures. The Authority shall notify the PMC of the situation within thirty (30) days.
- (c) The Authority and the Operator shall develop a proposed plan of work to repair the failure as soon as is practicable but no later than 30 days after the Operator's request. Such plan of work may provide for repairs being completed by the Authority or by the Operator. In the event the Parties fail to agree on a plan of work, the Authority shall respond in writing to the Operator's request within 45 days after the receipt of such request. If the work is to be accomplished by the Operator, the Authority's written approval shall be in the form of a Work Order, and shall be issued to the Operator before the Operator incurs any extraordinary maintenance, repair or equipment replacement costs.

- (d) The Operator shall make no extraordinary maintenance, repair or equipment replacement expenditures for which the written approval of the Authority has been requested and expressly denied except as provided in Section 8 below.
- (e) The Operator shall provide the Authority and the PMC with a reconciliation of actual extraordinary maintenance, repair or equipment costs within thirty (30) days following payment of such costs. The reconciliation shall consist of an itemized statement of such expenditures.

Section 8 - Emergency Expenditures.

- (a) An emergency is an unforeseen combination of circumstances or the resulting state that requires immediate action to protect or preserve the Project Facility, Project Facility personnel, or public health and safety.
- (b) The Operator shall take such actions as it reasonably believes are necessary in an emergency to protect public safety, public property, or the Project Facility. If, in the reasonable judgment of the Operator, the emergency requires the Operator to incur costs prior to obtaining written approval from the Authority, the Operator shall notify the Authority of the emergency as promptly as possible with due regard to the emergency, but in any event within forty-eight (48) hours after discovery of the emergency.
- (c) The Operator shall provide the Authority and the PMC with a reconciliation of actual emergency expenditures within thirty (30) days following payment of such costs. The reconciliation shall consist of an itemized statement of such expenditures.

Section 9 - Disbursement of Funds.

- (a) The ordinary costs of operation, maintenance, and repair of the Project Facility shall be initially paid by the Operator.
- (b) An Operator who is a Purchaser under the Long-Term Power Sales Agreement may deduct from its monthly power purchase payments the costs provided for in the Project Facility Budget which are actually incurred in operating and maintaining the Project Facility. The Operator may also deduct costs incurred in response to emergencies as provided in Section 8. If the Operator is not a Purchaser under the Long-Term Power Sales Agreement, it may arrange with

such a Purchaser to deduct the actual operation and maintenance costs of the Project Facility.

- (c) The Operator shall prepare a report identifying the actual labor, material and supplies, and other operation and maintenance costs incurred at the Project Facility in a format determined by the Authority in consultation with the Operator. This information shall be furnished to the Authority by the last business day of the month following the month in which the costs are incurred. All such costs shall be subject to audit and approval by the Authority, and to other procedures that the PMC may prescribe from time to time.
- (d) Subject to the availability of funds and the concurrence of the PMC, the Authority shall reimburse the Operator for all extraordinary maintenance, repair and equipment replacement costs incurred by the Operator and payable under Section 7 of this Agreement. The Authority will take all steps reasonably necessary to obtain the funds from any and all legally available sources.
- (e) Any amounts owed by the Authority under this Section and not deducted from a Purchaser's power purchase payments under subsection (b) shall be paid by the Authority within thirty (30) days of receipt of a bill from the Operator. Any amounts not paid within the thirty (30) day period shall accrue simple interest at the legal rate of interest at the time payment was due, and shall continue until paid by the Authority.

Section 10 - Authority's General Responsibilities.

The Authority agrees, in consultation with the Operator and within the limits of the Authority's budget and any other existing contractual obligations, to carry out its obligations as owner of the Project, including but not limited to the following:

- (a) provide consultation services as reasonably necessary to help assure the lowest reasonable cost of power production;
- (b) establish system capabilities and establish specific standards, procedures, and criteria for the Project Facility;
- (c) assist in coordinating training of the Operator's staff when appropriate;
- (d) act promptly, but no later than thirty (30) days unless otherwise specified, and in a manner consistent with Prudent Utility Practice to review and approve or

respond to all requests and actions of the Operator arising under this Agreement;

- (e) provide funding to the Operator pursuant to Sections 6, 7, 8, and 9 of this Agreement;
- (f) coordinate all license obligations and requirements and consult with the Operator regarding any needed actions to comply with FERC licensing requirements and to file all reports required to meet FERC license and other regulatory agency license and permit requirements;
- (g) present to the PMC, in a timely manner, a recommended budget based on the draft budget submitted by the Operator to the Authority, and to facilitate budget approval prior to the time the Contract Year commences; and
- (h) develop, in association with the Operator, each Party's responsibility for providing or servicing equipment, spare parts, and miscellaneous materials and supplies which are not part of the Operator's overall obligations under this Agreement, and include such responsibilities as part of Exhibit B.

Section 11 - Use of Operator's Facilities.

- (a) Authority personnel or agents shall be granted access to the Project Facility and the Operator's support equipment and facilities on the Operator's premises upon reasonable notice and subject to Project Facility security measures, for the purpose of inspection and testing of the Authority's or related Operator's support equipment.
- (b) Following termination of this Agreement for any cause, the Authority shall have the right and a reasonable amount of time, not to exceed six (6) months, to arrange disposition of Authority-owned equipment on the Operator's premises.

Section 12 - Use of Project Living Quarters.

- (a) The Authority shall allow the Operator to house its employees (and their immediate families) who are required to live on-site in performance of the Operator's duties under this Agreement in living quarters at the Project Facility. The Operator shall maintain the Project Facility living quarters, including expenses for utility services, as a cost of operation and maintenance. Such

living quarters shall remain part of the Project Facility. No living quarters other than those approved by the Authority will be made available at the Project Facility.

- (b) The Operator shall schedule occupation of the Project Facility living quarters in an efficient manner recognizing that limited space is available. The Operator shall include in such scheduling, quarters for visiting employees of the Operator and the Authority, as needed and available.
- (c) The Authority shall designate the living quarter requirements of Authority personnel for carrying out its obligations under the Agreement. On-site operations and maintenance personnel shall have priority in the use of permanent residences at the Project Facility.

Section 13 - Force Majeure.

- (a) Neither Party to the Agreement shall be liable to the other Party for, or be considered to be in breach of or default under this Agreement on account of, any delay in performance or any delay or failure to deliver, receive or accept delivery of energy due to any of the following events:
 - (1) Any cause or condition beyond such Party's reasonable control which such Party is unable to overcome by the exercise of reasonable diligence (including but not limited to: fire, flood, earthquake, volcanic activity, wind, drought and other acts of the elements; court order and act of civil, military or governmental authority; strike, lockout and other labor dispute; riot, insurrection, sabotage and war; breakdown of or damage to facilities or equipment; electrical disturbance originating in or transmitted through such Party's electric system or any electric system with which such Party's system is interconnected; and, act or omission of any person or entity other than such Party, or Party's contractors or suppliers of any tier or anyone acting on behalf of such Party); or
 - (2) Any action taken by such Party which is reasonably necessary or prudent to protect the operation, performance, integrity, reliability or stability of the Project Facility or of such Party's electric system or any electric system with which such Party's electric system is interconnected, whether such actions occur automatically or manually.

- (b) In the event of any delay excused under this section, the time for performance thereby delayed shall be extended by a period of time reasonably necessary to compensate for such delay. Nothing contained in this paragraph shall require any Party to settle any strike, lockout or other labor dispute. Each party shall give the other Party prompt written notice of any delay which the Party giving notice considers to be an excusable delay of its performance.

Section 14 - Insurance.

(a) General.

- (1) Each Party shall be solely liable for the willful and grossly negligent acts of its officers, employees, agents and contractors with respect to the ownership, construction, operation, maintenance or repair of the Project Facility.
- (2) During the term of this Agreement, the Operator shall use its best efforts to maintain insurance satisfactory to the Authority covering injury to persons or property suffered by either Party or a third party, as a result of errors, omissions, or operations which arise both out of and during the course of this contract by the Operator or by any of its subcontractors. Such "Operator insurance" may be obtained either individually by the Operator or be provided by the Authority or the PMC under insurance policies covering one or more of the Project Facilities comprising the Initial Project.
- (3) Such Operator's insurance shall be the primary coverage for the exposures delineated in subsection (2) above with respect to the State of Alaska, its officers, agents, and employees; the PMC, its officers, agents, and employees; and the Cities of Wrangell and Petersburg, their officers, agents, and employees, as named insureds. Any additional insurance or self-insurance separately maintained by the State, except insurance purchased on behalf of the PMC, shall be in excess of the Operator's insurance and shall not contribute to it.
- (4) The Operator will bear the cost of the required insurance, which cost shall be included in the Project Facility Budget as an operating cost.
- (5) If the Operator elects to individually obtain the insurance required by subsection (2) above, it may be maintained as part of any other policy or policies of the Operator so long as the coverage of such policy or policies

is substantially the same as if such coverage were maintained under a separate policy. The policy must be acceptable to the Division of Risk Management.

- (6) Policies maintained under this Agreement must provide that any cancellation, non-renewal or material change be upon thirty (30) days notice to all named insureds. Insurance Companies shown on the certificate of insurance must be acceptable to the Authority. The Authority shall not unreasonably withhold approval of such Insurance Company.
- (7) The Operator shall, at least thirty (30) days prior to cancellation, non-renewal, or material change, provide the Authority with written evidence of insurance which replaces or reinstates the required insurance coverage, canceled or non-renewed, or which underwent material change.
- (8) A copy of the insurance policies required by this Section will be furnished to the Authority prior to beginning work under this Agreement. Prior to February 1 of each year thereafter, evidence of insurance shall be provided by the Operator.
- (9) The obligation to obtain and maintain insurance coverage pursuant to this Section shall be subject to the general availability of such coverage under reasonable terms and conditions. If one or more of the required insurance coverages is not available under reasonable terms and conditions, the Operator shall, under the guidance and direction of the PMC and Division of Risk Management, use its best efforts to obtain substantively equivalent insurance coverage acceptable to the PMC, the Authority, and the Division of Risk Management.
- (10) If, after utilizing its best efforts, the Operator is unable to obtain adequate insurance at a cost effective rate, as reasonably determined by the Operator, the Operator shall request a waiver of the relevant insurance requirement. The request shall outline steps taken by the Operator to obtain such insurance and shall disclose quotations received for coverage. To the extent the waiver will not materially affect the safe and prudent operation of the Project Facility, the Authority, after consulting with the Division of Risk Management, will not unreasonably withhold approval of the requested waiver. Failure to furnish satisfactory evidence of insurance or failure to maintain the policy without complying with this subsection shall result in a material breach of this Agreement.

- (11) Any Party, before the expiration date of the existing policy, may reopen the insurance requirements on sixty (60) days notice.
- (12) The Authority shall annually, prior to February 1st each year, furnish evidence of insurance to the Operators and the PMC.

(b) Workers' Compensation Insurance.

- (1) The Operator shall maintain, for all employees of the Operator engaged in work under this Agreement, workers' compensation insurance as required by AS 23.30.045. The Operator is responsible for workers' compensation insurance for any of its subcontractors who directly or indirectly provide services under this Agreement.
- (2) The insurer shall agree to waive all rights of subrogation against the State of Alaska, its officers agents, and employees for losses arising from operation of the Project.
- (3) Each workers' compensation insurance policy must include:
 - (i) statutory coverage for states in which employees are engaging in work;
 - (ii) Employer's Liability Protection of not less than \$500,000 per occurrence;
 - (iii) Broad Form All States Endorsement; and
 - (iv) coverage as required by all State and Federal Acts where applicable.

(c) Comprehensive General Liability Insurance.

- (1) The Operator shall maintain comprehensive general liability insurance. The Authority, acting on behalf of the PMC, has as of the effective date of this Agreement acquired General Liability Insurance which satisfies part of this requirement. The Operator shall secure any additional insurance as required to meet its obligations under this subsection to the extent the insurance so acquired by the Authority is not sufficient to meet the Operator's obligations. The PMC and the Authority shall be included as additional insured as respects insurance required in this Section and shall

not by their inclusion be responsible to the insurance carrier for payment of premium therefor. These insurance policies must also contain a provision providing for cross liability or severability of interest.

- (2) The comprehensive general liability insurance shall be subject to the following limits of liability:
 - (i) Bodily Injury and Property Damage Liability of a minimum \$5,000,000 Combined Single Limits each occurrence and affording insurance for Premises Operations, Owners and Contractors' Protective, Independent Contractors, Products/Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury Liability;
 - (ii) Automobile Liability Insurance covering all vehicles. Such insurance shall provide coverage of not less than \$5,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage Liability.

(d) Additional Liability Insurance.

The Operator shall maintain the following additional insurance, where applicable, for aircraft and watercraft owned or contracted for by the Operator.

- (1) Owned Aircraft and Non-Owned Aircraft with seating capacity of five seats or less, except commercial, scheduled flights, with combined single limit coverage of liability not less than \$5,000,000 per occurrence. If an aircraft with more than five seat capacity is used, special coverage and limits must be obtained and must be approved by the Authority. In advance of handling any slung cargo loads Operator will obtain coverage for slung cargo; and
- (2) Owned Watercraft and Non-Owned Watercraft with limits of liability not less than \$5,000,000 per single occurrence as provided in the "in Rem Endorsement" under "Maritime Coverage B."

(e) Subcontractor's insurance.

Any contract entered into with a subcontractor, other than a Purchaser, by the Operator to perform part of its obligations hereunder shall include the indemnity and insurance provisions attached as Exhibit D. The Operator may request a

waiver of part or all of such provisions where such waiver will not materially affect the Project Facility and the Operator determines the waiver is necessary to its performance of this Agreement. The Authority will not unreasonably withhold approval of such waiver.

Section 15 - Equal Employment Opportunity.

- (a) The Operator will abide by AS 18.80.220(a), AS 36.30.040(b)(16), and associated laws and regulations as required in its recruiting, employment, termination, compensation, training, contracting and subcontracting practices that relate to the Project Facility.
- (b) Violation of subparagraph (a) shall be deemed a material breach of this Agreement.
- (c) After the State of Alaska or the Authority adopts equal employment opportunity goals or for public works contracts, the Parties will amend this Agreement in writing to include those goals as required by law.

Section 16 - Dispute Resolution.

Pending resolution of a disputed matter, the Parties will continue performance of their respective obligations pursuant to this Agreement. If the Parties cannot reach timely mutual agreement on any matter in the administration of this Agreement, the Operator shall, to the extent necessary for its continued performance, make a determination of such matter without prejudice to the rights of the other Party. Such determination shall not constitute a waiver of any other remedy belonging to the Authority.

Section 17 - Applicable Law.

The laws of the State of Alaska shall apply to the interpretation and application of this Agreement.

Section 18 - Severability.

- (a) If any section, paragraph, clause, or provision of this Agreement or any agreement referred to in this Agreement shall be finally adjudicated by a court of

Section 21 - Waiver Not Continuing.

Any waiver at any time by either Party to this Agreement of its rights with respect to any default of the other Party or with respect to any other matter arising in connection with this Agreement, shall not be considered a waiver with respect to any subsequent default or matter.

Section 22 - Availability of Information.

The Parties shall make available to each other, for inspection and copying during business hours, all books, records, plans and other information relating to any calculation or determination to be made under this Agreement.

Section 23 - Section Headings.

The section headings in this Agreement are for convenience only, and do not define, limit, or extend the scope or intent of the section to which they pertain.

Section 24 - Multiple Copies.

This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 25 - Entire Agreement; Priority of Power Sales Agreement.

This Agreement and the Long-Term Power Sales Agreement represent the entire Agreement of the Operator, Authority and the Purchaser(s) under the Long-Term Power Sales Agreement regarding operation, maintenance and repair, and budgeting for the Project Facility. Nothing in this Agreement is intended to alter the rights and obligations of the Authority and the Purchaser(s) under the Long-Term Power Sales Agreement. In the event the terms of this Agreement and the Long-Term Power Sales Agreement are found to be in conflict, the terms of the Long-Term Power Sales Agreement shall govern.

Section 26 - Third Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the Operator and the Authority, and has no third party beneficiaries except the Purchaser(s) under the Long-Term Power Sales Agreement.

Section 27 - Exhibits.

The following exhibits attached hereto are incorporated by reference herein:

- Exhibit A - Project Facility Description;
- Exhibit B - Project Facility-Specific Standards for Operation and Maintenance;
- Exhibit C - Project Facility-Specific Federal and State Agency Requirements; and
- Exhibit D - Insurance and Indemnification

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

OPERATOR:

THOMAS BAY POWER AUTHORITY

By Richard Olson

Title President

Date 12/24/96

(SEAL)

ATTEST:

ALASKA ENERGY AUTHORITY

By *Handy Sumari*

Title Exec. Dir.

Date 1/31/97

(SEAL)

ATTEST:

EXHIBIT A - LAKE TYEE

PROJECT FACILITY DESCRIPTION

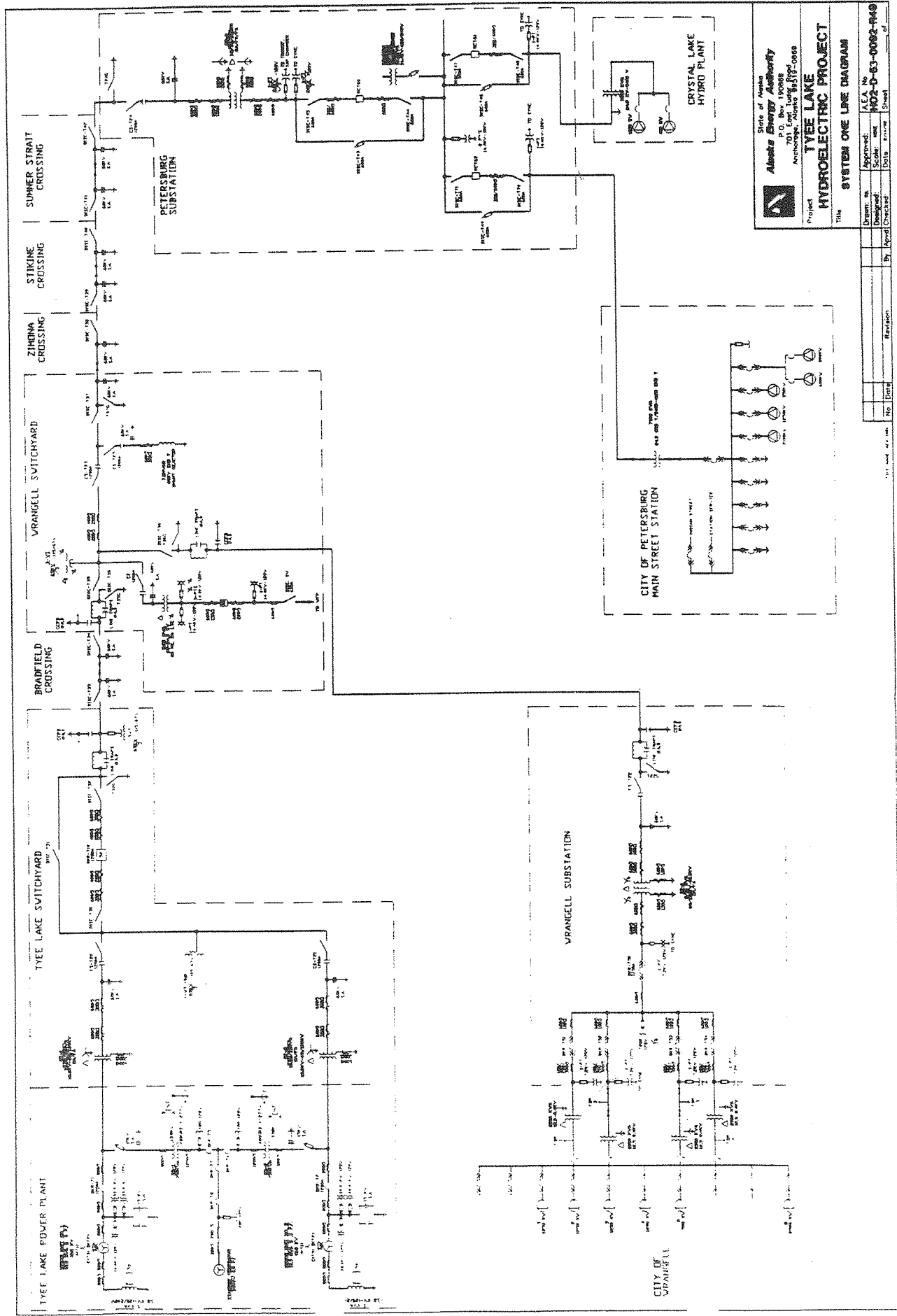
I. Lake Tyee Hydroelectric Project Description


The Lake Tyee Hydroelectric Project (Project) is a 20,000 kW (Nameplate) hydroelectric project constructed pursuant to FERC License No. 3015 and located near Wrangell, Alaska.

The Lake Tyee Hydroelectric Project located approximately 40 miles east-southeast of Wrangell, Alaska, consists primarily of the following facilities: all lands constituting the project area and enclosed by the project boundary, to the extent of the Authority's interests in those lands as generally described by exhibits to the application for the FERC license, a tunnel from the Lake, a powerhouse on the south side of the Bradfield River Valley and a switchplant adjacent to the powerhouse, and a 138-KV transmission system, approximately 81 miles long to the Cities of Wrangell and Petersburg, together with all equipment, apparatus, structures and appurtenances, and property or interests therein necessary or desirable for the operation of the foregoing, all as specified in plans and specifications therefor now on file with the Authority.

II. Lake Tyee Hydroelectric Project One Line Diagram

Attached




 State of Alaska
Alaska Energy Authority
 P.O. Box 10088
 707 North
 Anchorage, Alaska 99510-0088

IYEE LAKE HYDROELECTRIC PROJECT
 SYSTEM ONE LINE DIAGRAM

Drawn by	Checked by	Approved by	A.E.A. No.
By	By	Date	MOJ-D-83-0062-P49
Scale	Scale	Date	Sheet
Revision	Revision	Date	Sheet

1/4" = 100' (1:25,000)

EXHIBIT B - LAKE TYEE

PROJECT FACILITY-SPECIFIC STANDARDS FOR OPERATION AND MAINTENANCE

Exceptions to Operating and Maintenance Standards:

1. The Operator is not required to comply with Operation and Maintenance Standards regarding reservoir management.
2. Because the Lake Tyee Hydroelectric Project has no dam, the Operator is not required to comply with those Operation and Maintenance Standards relating to dams.

EXHIBIT C - LAKE TYEE

PROJECT SPECIFIC FEDERAL AND STATE AGENCY REQUIREMENTS

1. FERC License No. 3015
2. State of Alaska Requirements
 - (a) Hazardous Waste. Operator shall comply with all applicable Alaska Department of Environmental Conservation Regulations relating to the handling and/or disposal of hazardous waste.
 - (b) [Drug Policy to be inserted here]
3. U.S. Forest Service
 - (a) Use Agreement

Operator will comply with all Operator duties under the U.S. Forest Service Use Agreement (attached).
 - (b) Fire Control Plan
 - (c) Special Use Permit

21 FEB 1982 490

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

ALASKA POWER AUTHORITY) RECREATION
Project No. 3015

ORDER APPROVING REVISED RECREATION PLAN

(Issued December 22, 1982)

DISCUSSION

The State of Alaska Division of Parks has concurred with the Licensee's proposal for recreational development. Construction of the facilities is scheduled to begin in the spring of 1983. Upon completion of construction, the Licensee is to advise the Commission that the facilities have been built and are available for public use. Article 17 of the license provides for the development of additional recreational facilities, should future circumstances warrant such consideration.

There could be some temporary increase in water turbidity at Blind Slough during enlargement of the swimming beach and the construction of the boat ramp and float at Anan Bay. A few trees would be removed for development of parking lots. Disturbed areas would be covered with topsoil and reseeded. Any adverse impacts that may occur are expected to be minor in nature and of short-term duration, confined primarily to the construction period. For the above reasons, approval of the proposed action would not constitute a major federal action significantly affecting the quality of the human environment.

The Licensee is being required to file a copy of the signed agreement and drawings showing the location of the facilities. It is ordered that:

(A) The recreation plan filed by the Licensee on October 4, 1982, for the Tyee Project, FERC No. 3015, titled "Collection Agreement", and consisting of 7 pages of text, is approved.

(B) Upon completion of construction of the recreational facilities at the project, Licensee shall file with the Commission a signed copy of the "Collection Agreement" and an as-built drawing, or drawings, showing the project boundary and the type, number, and location of recreational facilities.

1/ Authority to act on this matter is delegated to the Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1981). This order may be appealed to the Commission within 30 days of its issuance pursuant to Rule 1902, 18 C.F.R. 385.1902, 47 Fed. Reg. 19047 (1982). Filing an appeal and final Commission action on that appeal are prerequisites for filing an application for rehearing as provided in Section 313(a) of the Act. Filing an appeal does not operate as a stay of the effective date of this order or of any other date specified in this order, except as specifically directed by the Commission.

Lawrence R. Anderson
Lawrence R. Anderson
Director, Office of Electric
Power Regulation



EXHIBIT "D"

INSURANCE AND INDEMNIFICATION

1. Contractor to purchase/maintain insurance for duration of agreement, plus one year following final payment.
2. Specified limits are minimum levels. If the policy contains higher limits, contracting agency is entitled to coverage of higher limits.
3. Certificate of insurance must be furnished to contracting agency.
 - Must provide for 30-day prior notice to the contracting agency of cancellation, reduction in liability.
 - Failure to furnish constitutes material breach and grounds for termination.

Types of Insurance

Worker's Compensation: Contractor responsible for subcontractors. Coverage must include statutory coverage for states where employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts must also be included.

Comprehensive or Commercial General Liability Insurance: Covers all operations of contractor providing insurance for bodily injury and property damage liability including coverage for:

- Premises and Operations
- Products and Completed Operations
- Broad Form Damage; and
- Personal Liability

Comprehensive Policy: Minimum combined single limit of liability is \$300,000 per occurrence, \$300,000 aggregate for bodily injury, property damage and personal injury.

Commercial Policy: Minimum limits of liability are \$300,000 per occurrence (combined single limit) for bodily injury and property damage, \$300,000 per occurrence for personal injury, \$300,000 aggregate for products-completed operations, and \$300,000 general aggregate.

Comprehensive Automobile Liability Insurance: Covers all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000 per occurrence bodily injury and \$50,000 property damage.

Professional Liability Insurance: Covers all negligent errors, omissions which the contractor, subcontractor or their employees make in the performance of the agreement which results in financial loss to the contracting agency.

Minimum Limits:

<u>Contract Amount</u>	<u>Combined Single Limit Occurrence and Annual Aggregate</u>
Under \$100,000	\$100,000
\$100,000 to \$499,999	\$250,000
\$500,000 to \$999,999	\$500,000
\$1,000,000 and up	NEGOTIABLE

Contracting agency reserves right to implement an Owner Controlled Insurance Program with option of obtaining Professional Liability Insurance, contractor isn't required to carry Professional Liability Insurance.

INDEMNIFICATION.

The Contractor (as Indemnitor") agrees to and shall indemnify and defend the Authority, the Project Management Committee and the Operator, their officers, employees, and agents (as "Indemnitee") for tort liability for all claims for damages and injuries of any character or nature whatsoever arising from the sole negligence of the Indemnitor, including its officers, employees or agents in relation to performance under this Agreement. Indemnitor agrees to assume the defense thereof and to pay all expenses (including attorney's fees) connected therewith. For purposes of this section, "sole negligence" shall include acts or omissions of the Indemnitor, its officers, employees, or agents, or any combination thereof, and situations where such acts or omissions, in combination with the negligence of third parties combines to cause injury or damages to persons or property. It shall not include situations where the acts or omissions of the Indemnitor, its officers, employees, or agents combines with the negligence of Indemnitee to cause such injury, which situations shall be governed by the provisions of the subsection below relating to concurrent negligence.

Indemnitor and Indemnitee agree that liability (including costs of defense and attorney's fees) for claims arising from the concurrent negligence of both Indemnitor and Indemnitee shall be apportioned according to the respective percentage of fault attributable to each as determined by agreement or by the trier of fact.

EXHIBIT D

Page 2 of 2

CITY OF WRANGELL, ALASKA

RESOLUTION NO. 12-13-1290

A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, RECOMMENDING THAT THE OPERATIONS AND MANAGEMENT OF THE TYEE HYDROELECTRIC PROJECT BE TRANSFERRED FROM THOMAS BAY POWER AUTHORITY (TBPA) TO SOUTHEAST ALASKA POWER AUTHORITY (SEAPA) AND TO WORK COOPERATIVELY WITH THE PETERSBURG BOROUGH AND SEAPA TO FORMULATE A COMPREHENSE CONVERSION PLAN TO MEET THIS GOAL

WHEREAS, Thomas Bay Power Authority is under contract with SEAPA to operate and maintain the Tyee Hydroelectric Facility; and

WHEREAS, TBPA was created by the Cities of Wrangell and Petersburg to operate and maintain the Tyee Hydro project Facility, and

WHEREAS, SEAPA is the owner and holds the Federal Energy Regulatory Commission (FERC) permit for the Tyee Hydroelectric project, and

WHEREAS, Wrangell recognizes the many contributions that TBPA has made over the years, the bond it has helped create between Petersburg and Wrangell and believes that TBPA should go into an inactive state rather than eliminate it so it may reactivate it in the future if the need arises ; and

WHEREAS, SEAPA has proposed to operate the Tyee facility for the communities of Wrangell and Petersburg; and

WHEREAS, Petersburg has passed a resolution that states that they want to accept the offer made by SEAPA's CEO dated August 19, 2013 and that they are willing to work with SEAPA and others to make the offer, or a similar negotiated offer, a permanent agreement and encouraged Wrangell to also accept the SEAPA offer; and

WHEREAS, Both Wrangell and Petersburg believe there are economic and operation advantages for SEAPA to operate the Tyee facility; and

WHEREAS, Wrangell believes that in this transfer of operations, it is important that the employees of TBPA that will be absorbed into the SEAPA system are given assurances that they will "kept whole" during the transfer and that the positions will be kept in Wrangell for a period of two years; and

WHEREAS, Wrangell currently is paying for 100% of the non-net billable costs of TBPA since July 1st, 2013 and believes that these costs need to be equally shared from July 1, 2013 up to the time that the conversion is completed; and

WHEREAS, Without TBPA, it is important that Wrangell, Petersburg, and SEAPA make every effort to continue to improve open and transparent communications with each other on both the Tyee Project and the SEAPA system as a whole and believes both a longer retention of SEAPA's Digital Audio Recording of meetings and having an assembly member on the SEAPA board will help both SEAPA community members and Wrangell achieve progress in area of better communications and transparency; and

WHEREAS, Wrangell believes that it is important that from time to time that the three communities: Ketchikan, Petersburg, and Wrangell revisit the existing MOU, including updates that may be needed, and the underlying reasons why it was part of the original divestiture and urges Ketchikan and Petersburg to participate in this process; and

WHEREAS, SEAPA's offer to run the Tyee Hydroelectric Project included absorbing all costs related to the Public Employees Retirement System (PERS) unfunded liability, transferring all employees to SEAPA and integrating them into the various benefit packages that SEAPA would provide; and

WHEREAS, Wrangell recognizes that the ARECA Insurance Rebate of approximately \$259,798 is an asset of TBPA and that it is not unreasonable to apply this amount to the unfunded liability debt incurred by its employees while working for TBPA and would encourage Petersburg to take a similar stance; and

WHEREAS, Wrangell understands that the conversion of various payroll, accounting and other records to SEAPA may take some time and Wrangell is committed to making that process as smooth as possible and is willing to assist in any way that we can to less the impact this transition has on the employees of TBPA.

NOW THEREFORE BE IT RESOLVED, THE CITY AND BOROUGH OF WRANGELL BOROUGH ASSEMBLY directs the Borough Manager to enter into negotiations with SEAPA and the Petersburg Borough to develop a conversion plan to transfer the operations and maintenance of the Tyee Hydroelectric Facility to SEAPA and to bring back the plan to the respective boards for approval.

RESOLVED FURTHER, THE CITY AND BOROUGH OF WRANGELL BOROUGH ASSEMBLY would like the following features included as part of the conversion plan:

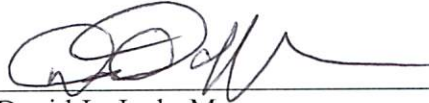
1. That the conversion plan be completed and presented to the respective boards by January 31, 2014.
2. The current TBPA employees are "kept whole" as it relates to wages and benefits through the conversion process.
3. That the current employee contracts with both IBEW and the TBPA manager are "kept whole" during the conversion process or if some changes have to be made every effort will be made to minimize any negative impacts to the employees.
4. That the City and Borough of Wrangell will work cooperative with SEAPA with all matters related to payroll and other accounting records to help reduce any impact on both the TBPA employees and SEAPA.
5. That SEAPA will be responsible for all of the TBPA PERS unfunded liability and that to help lessen that impact, Wrangell and Petersburg agree to contribute the ARECA Insurance Rebate of approximately \$259,798 or the amount of the unfunded liability, whichever is less.
6. That there is a date set in the future that would require the City and Borough of Wrangell, the City and Borough of Ketchikan and the Petersburg Borough to review the Power Sales Agreement and the organization of SEAPA to see if it is in all of our best interest to continue as is or if there are changes that could be made for the mutual benefit of all communities.
7. That the non-net billable costs that Wrangell has paid since July 1, 2013 to the date of the final conversion are shared by the other parties to this agreement.

FINALLY RESOLVED, THE CITY AND BOROUGH OF WRANGELL ASSEMBLY would like the following items adopted in order to promote open communications between Wrangell, SEAPA, Petersburg Borough, and the City and Borough of Ketchikan:

1. Direct the Borough Manager to send a letter to the SEAPA Board requesting them to retain the Digital Audio recordings of their meetings for a period of two years.
2. That the City and Borough of Wrangell would make as policy that the SEAPA board appointment from Wrangell each year would first be chosen, if a candidate is available, from the borough assembly prior to any other candidates being considered.
3. That Wrangell send a letter to both the City and Borough of Ketchikan and the Petersburg

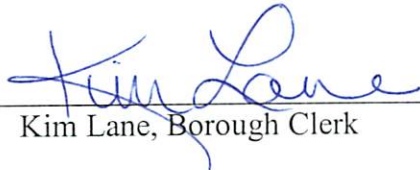
Borough urging them to participate in revising the existing MOU to meet current conditions and to adopt a date in the future that the three communities would participate in reviewing this revised MOU.

ADOPTED: December 10, 2013



David L. Jack, Mayor

ATTEST:



Kim Lane, Borough Clerk



**PETERSBURG BOROUGH, ALASKA
RESOLUTION #2014-03**

A RESOLUTION IN SUPPORT OF CITY AND BOROUGH OF WRANGELL RESOLUTION #12-13-1290, RECOMMENDING THE OPERATIONS AND MANAGEMENT OF THE TYEE HYDROELECTRIC PROJECT BE TRANSFERRED FROM THOMAS BAY POWER AUTHORITY (TBPA) TO SOUTHEAST ALASKA POWER AUTHORITY (SEAPA)

WHEREAS, on September 27, 2013, the Petersburg Assembly adopted Resolution #2013-21, accepting SEAPA's August 19, 2013 offer to take over the costs of operations of the Tyee Hydroelectric Facility, and urged the Wrangell Assembly to do the same, and

WHEREAS, on December 10, 2013, the City and Borough of Wrangell Assembly adopted Resolution #12.13.1290, directing their Manager to enter into negotiations with SEAPA and the Petersburg Borough to develop a conversion plan to transfer the operations and maintenance of the Tyee Hydroelectric Facility to SEAPA and to bring back the plan to the respective boards for approval.


THEREFORE BE IT RESOLVED, the Assembly for the Borough of Petersburg hereby declares their support of City and Borough of Wrangell Resolution #12-13-1290 in its entirety, a copy of which is attached and made a permanent part of this resolution.

Passed and Approved by the Petersburg Borough Assembly on February 14, 2014.



Mark Jensen, Mayor

ATTEST:



Debra K. Thompson, Deputy Clerk

Thomas Bay Power Commission

Resolution No. 2014-06

A Resolution of the Thomas Bay Power Commission regarding the transfer of the operation and maintenance of the Tyee Lake Hydroelectric Facility to the Southeast Alaska Power Agency

WHEREAS, Upon approval of resolutions in 1976, the Boroughs of Petersburg and Wrangell created the Thomas Bay Power Commission (TBP Commission) which allows the TBP Commission to enter into an agreement as an agent of the Boroughs to operate and maintain the Tyee Hydroelectric Facility (Tyee); and

WHEREAS, The Boroughs of Petersburg and Wrangell have adopted resolutions number 2014-03 and 12-13-1290, respectively, essentially directing the Wrangell Borough Manager to enter into negotiations with the Southeast Alaska Power Agency (SEAPA) and the Petersburg Borough to develop a conversion plan to transfer the operations and maintenance of Tyee from Thomas Bay Power Authority (TBPA) to SEAPA and to bring back the plan to the respective boards and assemblies for approval.

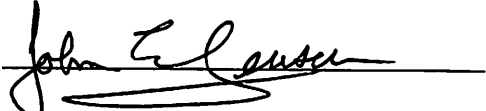
NOW THEREFORE BE IT RESOLVED, TBP Commission hereby recognizes and supports the desire of the Boroughs of Petersburg and Wrangell to transition operations and maintenance of Tyee from TBPA and TBP Commission to its owner, SEAPA; and

FINALLY RESOLVED, TBP Commission pledges to assist in the transition of the operations and maintenance to SEAPA by directing TBPA staff to provide details and information pertinent and necessary for such transition to the designated point of contact, Wrangell Borough Manager, and to not willfully or intentionally impede such progress.

Dated this 5th day of June, 2014



Robert Larson, TBPC Vice-President



John Jensen, Commissioner



Joe Nelson, Commissioner

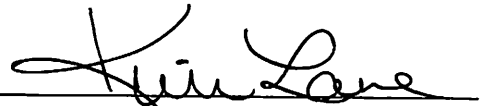


Clay Hammer, Commissioner



Brian Ashton, Commissioner

ATTEST:



City + Borough of Wrangell
Borough Clerk

Agenda Item 13g

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
July 22, 2014**

INFORMATION:

Discussion and possible action relating to Recycling (*added at the request of Mayor Jack*)

Attachments:

1. None.

RECOMMENDED ACTION:

Assembly discussion and possible action.

Agenda Item 13h

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval of the Wrangell Medical Center's FY 2015 Budget

Attachments:

1. Memo from Kris Reed, Wrangell Medical Center Board Recording Secretary
2. FY 2015 Budget for the Wrangell Medical Center

RECOMMENDED ACTION:

Move to approve the Wrangell Medical Center's Fiscal Year 2015 Budget.

Attachment 13h-1

Mission:

To enhance the quality of
life for all we serve

Vision:

Honor our heritage and be
the pride of the community

Values:

Integrity
Compassion and Caring
Trust
Transparency
Loyalty
Honoring our Heritage
Quality
Fiscal Responsibility

July 17, 2014

Mayor Dave Jack,
City & Borough Assembly
PO Box 503
Wrangell, AK 99929

Dear Mayor Jack and Assembly Members of the City and Borough of
Wrangell,

During last night's meeting of the Wrangell Medical Center Board, the
FY15 Budget was passed as presented. I am now forwarding it you for
your review and possible approval. Thank you for your consideration
of this request.

Sincerely,



Kris Reed,
Recording Secretary
Wrangell Medical Center Board

*Caring for
Southeast*

WRANGELL MEDICAL CENTER
OPERATING REVENUE AND EXPENSES
CASH FLOW STATEMENT

	Projected FYE 2015	Annualized FYE 2014	Actual FYE 2013	Projected FYE 2012	FYE 2011	FYE 2010	FYE 2009	FYE 2008
OPERATING REVENUE:								
Inpatient Acute	1,841,401	1,753,715	1,190,870	1,878,338	2,280,143	1,720,774	1,603,906	1,212,781
Outpatient Acute	5,635,882	5,367,506	5,139,239	5,381,199	4,913,894	4,067,877	3,830,988	3,346,674
Total Acute	7,477,283	7,121,222	6,330,109	7,259,537	7,194,037	5,788,651	5,434,894	4,559,455
Long Term Care	3,572,211	3,402,105	2,795,296	3,487,626	3,461,924	3,243,777	3,338,465	2,840,567
Other Income	171,816	163,635	373,562	1,168,657	889,480	534,049	325,270	554,122
Gross Revenue	11,221,310	10,686,962	9,498,967	11,915,820	11,545,441	9,566,477	9,098,629	7,954,144
Medicare/Medicaid Write Offs, Charity & Bad Debt	383,250	365,000	345,938	2,245,868	2,437,497	1,825,848	1,144,347	1,277,507
Net Revenue	10,838,060	10,321,962	9,153,029	9,669,952	9,107,944	7,740,629	7,954,282	6,676,637
OPERATING EXPENSES:								
Salaries & Benefits	5,699,334	5,480,128	4,801,609	5,398,443	5,071,189	4,827,952	4,574,141	4,120,121
Supplies	1,032,267	992,570	796,119	946,540	970,320	777,974	736,013	788,325
Other	2,893,362	2,782,136	2,988,263	2,870,974	2,466,308	1,370,977	1,245,491	1,362,041
Total Expenses*	9,624,963	9,254,834	8,585,991	9,215,957	8,507,817	6,976,903	6,555,645	6,270,487
OPERATING NET	1,213,096	1,067,128	567,038	453,995	600,127	763,726	1,066,371	406,150
Shared Revenue	0	0	0	0	0	0	0	0
CASH FLOW	1,213,096	1,067,128	567,038	453,995	600,127	763,726	1,066,371	406,150

*This is total cash expenses, it does not match total expenses on page 14. To arrive at the cash expenses take the total (\$10,099,255) from page 14 and deduct total depreciation (\$474,292) from page 14.

Assumptions:

5% Increase in Operating Revenues, 4% Increase in Operating Expenses

FYE 2007	FYE 2006	FYE 2005	FYE 2004	FYE 2003	FYE 2002
1,319,294	1,145,140	1,256,807	1,044,933	1,131,991	1,125,961
3,206,816	2,916,393	3,023,786	3,486,583	3,380,056	3,454,740
4,526,110	4,061,533	4,280,593	4,531,516	4,512,047	4,580,701
2,642,041	2,573,529	1,753,352	1,331,243	2,635,784	3,552,370
210,532	416,851	249,256	662,031	238,952	366,618
7,378,683	7,051,913	6,283,201	6,524,790	7,386,783	8,499,689
880,795	838,902	889,931	1,107,698	2,023,765	2,350,049
6,497,888	6,213,011	5,393,270	5,417,092	5,363,018	6,149,640
3,736,241	3,393,608	3,079,874	3,787,273	4,456,520	4,124,174
688,323	609,970	581,901	535,240	624,062	704,239
1,324,370	1,290,411	1,085,512	1,129,470	1,192,859	1,525,555
5,748,934	5,293,989	4,747,287	5,451,983	6,273,441	6,353,968
748,954	919,022	645,983	-34,891	-910,423	-204,328
0	0	0	16387	37672	25115
748,954	919,022	645,983	-18,504	-872,751	-179,213

WRANGELL MEDICAL CENTER

REVENUE BUDGET FYE 2015

	Account Number	Stats 2015 Estimate	2014 Annualized	2015 Projected	Budget 2015
6					
7 Acute Rm & Bd	01,02,05	391	463,378.70	486,547.64	486,547.64
8 Swing Bed	8	820	607,407.05	637,777.40	637,777.40
9 O/P Rm & Bd	1	1	162,538.38	170,665.30	170,665.30
10 CCU/ICU	3	2	14,029.74	14,731.23	14,731.23
11 LTC	7	4728	3,250,714.18	3,413,249.88	3,413,249.88
12				0.00	0.00
13 Total Routine			4,498,068.05	4,722,971.45	4,722,971.45
14				0.00	0.00
15 Nursery				0.00	0.00
16 Inpatient			0.00	0.00	0.00
17				0.00	0.00
18 Total Nursery			0.00	0.00	0.00
19				0.00	0.00
20 Emergency Rm				0.00	0.00
21 Inpatient			19,825.44	20,816.71	20,816.71
22 Outpatient			93,700.49	98,385.51	98,385.51
23 Emergency			675,398.16	709,168.07	709,168.07
24				0.00	0.00
25 Total Emergency			788,924.09	828,370.29	828,370.29
26				0.00	0.00
27 Delivery Room				0.00	0.00
28 Inpatient			140.32	147.33	147.33
29 Outpatient			1,262.84	1,325.99	1,325.99
30				0.00	0.00
31 Total Delivery Room			1,403.16	1,473.32	1,473.32
32				0.00	0.00
33 Operating Room				0.00	0.00
34 Inpatient			0.00	0.00	0.00
35 Outpatient			44,182.86	46,392.00	46,392.00
36				0.00	0.00
37 Total Operating Rm			44,182.86	46,392.00	46,392.00
38				0.00	0.00
39 Recovery Room				0.00	0.00
40 Inpatient			0.00	0.00	0.00
41 Outpatient			7,206.46	7,566.78	7,566.78
42				0.00	0.00
43 Total Recovery Rm			7,206.46	7,566.78	7,566.78
44					
45					
46					

	2014	2015	Budget
	Annualized	Projected	2015
47			
48			
49			
50 Anesthesia			
51 Inpatient	0.00	0.00	0.00
52 Outpatient	23,159.04	24,316.99	24,316.99
53 Emergency	0.00	0.00	0.00
54		0.00	0.00
55 Total Anesthesia	23,159.04	24,316.99	24,316.99
56			
57 Central Supply			
58 Inpatient	16,648.56	17,480.99	17,480.99
59 Outpatient	35,732.04	37,518.64	37,518.64
60 Emergency	25,158.38	26,416.30	26,416.30
61 LTC	105,848.74	111,141.17	111,141.17
62			
63 Total Central Supply	183,387.72	192,557.11	192,557.11
64			
65 Pharmacy			
66 Inpatient	181,475.30	190,549.07	190,549.07
67 Outpatient	368,737.01	387,173.86	387,173.86
68 Emergency	42,712.69	44,848.33	44,848.33
69 LTC	38,240.06	40,152.07	40,152.07
70			
71 Total Pharmacy	631,165.07	662,723.32	662,723.32
72			
73 Laboratoy			
74 Inpatient	217,662.56	228,545.69	228,545.69
75 Outpatient	1,395,548.26	1,465,325.67	1,465,325.67
76 Emergency	354,950.10	372,697.61	372,697.61
77			
78 Total Laboratory	1,968,160.92	2,066,568.97	2,066,568.97
79			
80 EKG			
81 Inpatient	3,124.18	3,280.38	3,280.38
82 Outpatient	41,869.80	43,963.29	43,963.29
83 Emergency	14,113.32	14,818.99	14,818.99
84			
85 Total EKG	59,107.30	62,062.66	62,062.66
86			
87 Mammography			
88 Inpatient	0.00	0.00	0.00
89 Outpatient	114,474.70	120,198.43	120,198.43
90			
91 Toatal Mammography	114,474.70	120,198.43	120,198.43
92			
93			

	2014	2015	Budget
	Annualized	Projected	2015
94			
95			
96 Radiology			
97 Inpatient	14,302.61	15,017.74	15,017.74
98 Outpatient	149,899.16	157,394.12	157,394.12
99 Emergency	90,440.96	94,963.01	94,963.01
100			
101 Total Radiology	254,642.74	267,374.87	267,374.87
102			
103 Ultrasound			
104 Inpatient	14,446.63	15,168.96	15,168.96
105 Outpatient	248,770.90	261,209.44	261,209.44
106 Emergency	20,231.98	21,243.57	21,243.57
107			
108 Total Ultrasound	283,449.50	297,621.98	297,621.98
109			
110 CT Scan			
111 Inpatient	19,851.48	20,844.05	20,844.05
112 Outpatient	135,321.84	142,087.93	142,087.93
113 Emergency	112,857.30	118,500.17	118,500.17
114			
115 Total CT Scan	268,030.62	281,432.15	281,432.15
116			
117 IV			
118 Inpatient	13,524.55	14,200.78	14,200.78
119 Outpatient	259,440.95	272,413.00	272,413.00
120 Emergency	22,752.98	23,890.63	23,890.63
121 LTC	87.91	92.31	92.31
122			
123 Total IV	295,806.40	310,596.72	310,596.72
124			
125 Dietary			
126 Outpatient	3,102.36	3,257.48	3,257.48
127			
128 Total Dietary	3,102.36	3,257.48	3,257.48
129			
130 Respiratory Therapy			
131 Inpatient	91,446.01	96,018.31	96,018.31
132 Outpatient	11,832.88	12,424.52	12,424.52
133 Emergency	84,016.80	88,217.64	88,217.64
134 LTC	7,214.40	7,575.12	7,575.12
135			
136 Total Respiratory Therapy	194,510.09	204,235.59	204,235.59
137			
138			
139			

	2014	2015	Budget
	Annualized	Projected	2015
140			
141			
142			
143			
144 Physical Therapy			
145 Inpatient	76,164.00	79,972.20	79,972.20
146 Outpatient	828,000.00	869,400.00	869,400.00
147			
148 Total Physical Therapy	904,164.00	949,372.20	949,372.20
149			
150 Durable Medical			
151 Outpatient	93.76	98.44	98.44
152			
153 Total Durable Medical	93.76	98.44	98.44
154			
155 Audiology			
156 Outpatient	0.00	0.00	0.00
157			
158 Total Audiology	0.00	0.00	0.00
159			
160 Flight Nurse			
161 Inpatient	288.00	302.40	302.40
162 Outpatient			
163			
164 Total Special Duty Nurse	288.00	302.40	302.40
165			
166 Home Health			
167 Outpatient	0.00	0.00	0.00
168			
169 Total Home Health	0.00	0.00	0.00
170			
171 Hospital Based Physician			
172 Outpatient	0.00	0.00	0.00
173			
174 Total Hospital Based Physician	0.00	0.00	0.00
175			
176			
177 Total Revenue	10,523,326.81	11,049,493.15	11,049,493.15
178		0.00	0.00
179 Inpatient	1,753,715.14	1,841,400.89	1,841,400.89
180 Outpatient	3,924,873.71	4,121,117.39	4,121,117.39
181 Emergency	1,442,632.68	1,514,764.31	1,514,764.31
182 LTC	3,402,105.29	3,572,210.55	3,572,210.55
183			
184 OTHER INCOME			
185 Central Supply Income	0.00	0.00	0.00
186 Meals Purchased	0.00	0.00	0.00

187	2014	2015	Budget
188	Annualized	Projected	2015
189 Other Income Continued			
190 Misc	77,757.88	81,645.77	81,645.77
191 Morgue	2,078.35	2,182.27	2,182.27
192 Dream Team	0.00	0.00	0.00
193 Medical Records	437.22	459.08	459.08
194 Interest Income	0.00	0.00	0.00
195 Postage	0.00	0.00	0.00
196 Grant	23,413.20	24,583.86	24,583.86
197 Bank charges	-15,174.06	-15,932.76	-15,932.76
198 Collection on Bad Debts	29,288.16	30,752.57	30,752.57
199 Patient Refunds	0.00	0.00	0.00
200 Extraordinary Income	0.00	0.00	0.00
201 Contributions	0.00	0.00	0.00
202 Health Fair Income	45,834.00	48,125.70	48,125.70
203 Rental Income	0.00	0.00	0.00
204 Capital Contributions	0.00	0.00	0.00
205			
206 Total Other Income	163,634.75	171,816.49	171,816.49
207		0.00	0.00
208 Sub Total Revenue	10,686,961.56	11,221,309.64	11,221,309.64
209		0.00	0.00
210 Contractuals	-300,000.00	-315,000.00	-315,000.00
211 Bad Debts	370,000.00	388,500.00	388,500.00
212 Charity Care	295,000.00	309,750.00	309,750.00
213		0.00	0.00
214 Total Deductions	365,000.00	383,250.00	383,250.00
215		0.00	0.00
216 Net Revenue	10,321,961.56	10,838,059.64	10,838,059.64
217			

WRANGELL MEDICAL CENTER

DEPARTMENTAL EXPENSES BUDGET FYE 2015

	Account Number	2014 Annualized	2015 Projected	Budget 2015
6	MED-SURG			
7	Wages	388,160.60	403,687.03	403,687.03
8	Supplies	831.35	864.60	864.60
9	Instruments Med Surg	1,194.06	1,241.82	1,241.82
10	Purchased Svce	158,322.83	164,655.74	164,655.74
11	Repairs & Maint	8,378.10	8,713.22	8,713.22
12				
13	TOTAL MED-SURG	556,886.94	579,162.42	579,162.42
14				
15	CCU/ICU			
16	Wages	28,490.18	29,629.79	29,629.79
17	Repairs & Maint	0.00	0.00	0.00
18				
19	TOTAL CCU/ICU	28,490.18	29,629.79	29,629.79
20				
21	NURSING HOME			
22	Wages	608,343.53	632,677.27	632,677.27
23	Supplies	2,464.33	2,562.91	2,562.91
24	Supplies Non Charge	162,620.92	169,125.75	169,125.75
25	Instruments ICF	6,666.26	6,932.91	6,932.91
26	Purchased Svce	0.00	0.00	0.00
27	Traveling Nurse	518,487.14	539,226.63	539,226.63
28				
29	TOTAL NURSING HOME	1,298,582.18	1,350,525.47	1,350,525.47
30				
31	SWING BED			
32	Wages	176,448.31	183,506.24	183,506.24
33	Purchased Svce	7,056.00	7,338.24	7,338.24
34	Travel	9,514.92	9,895.52	9,895.52
35	Supplies	911.36	947.82	947.82
36				
37	TOTAL SWING BED	193,930.60	201,687.82	201,687.82
38				
39	EMERGENCY ROOM			
40	Wages	78,054.28	81,176.45	81,176.45
41	Purchased Service	295,074.96	306,877.96	306,877.96
42	Supplies	1,025.87	1,066.90	1,066.90
43	Supplies Non Charge	2,732.24	2,841.53	2,841.53
44	Instruments	486.89	506.36	506.36
45				
46	TOTAL EMERGENCY ROOM	377,374.23	392,469.20	392,469.20

47				
48				
49				
50				
51	OPERATING ROOM			
52	Wages	21,082.28	21,925.58	21,925.58
53	Supplies	978.78	1,017.93	1,017.93
54	Supplies Non Charge	8,596.02	8,939.86	8,939.86
55	Instruments	1,669.33	1,736.10	1,736.10
56	Training & Education	0.00	0.00	0.00
57	Travel & Lodging	0.00	0.00	0.00
58				
59	TOTAL OPERATING ROOM	32,326.41	33,619.47	33,619.47
60				
61	RECOVERY ROOM			
62	Wages	4,846.69	5,040.56	5,040.56
63				
64	TOTAL RECOVERY ROOM	4,846.69	5,040.56	5,040.56
65				
66	ANESTHESIA			
67	Purchased Service	8,763.54	9,114.08	9,114.08
68	Supplies	51.29	53.34	53.34
69	Supplies Non Charge	0.00	0.00	0.00
70	Pharmaceuticals	0.00	0.00	0.00
71	Repairs & Maint	3,529.18	3,670.35	3,670.35
72	Travel & Lodging	1,401.00	1,457.04	1,457.04
73			0.00	0.00
74	TOTAL ANESTHESIA	13,745.01	14,294.81	14,294.81
75				
76	CENTRAL SUPPLY			
77	Wages	39,959.47	41,557.85	41,557.85
78	Supplies	1,862.64	1,937.15	1,937.15
79	Supplies - Ortho	1,168.50	1,215.24	1,215.24
80	Supplies Non Charge	3,215.84	3,344.47	3,344.47
81	Supplies Non Charge - Ortho	341.88	355.56	355.56
82	Repairs & Maint	2,977.14	3,096.23	3,096.23
83				
84	TOTAL CENTRAL SUPPLIES	49,525.47	51,506.49	51,506.49
85				
86	PHARMACY			
87	Wages	71,653.96	74,520.11	74,520.11
88	Consultant Fee	1,920.00	1,996.80	1,996.80
89	Supplies	284,224.98	295,593.98	295,593.98
90	Supplies Non Charge	4,826.49	5,019.55	5,019.55
91				
92	TOTAL PHARMACY	362,625.43	377,130.44	377,130.44
93				

	2014	2015	Budget	
	Annualized	Projected	2015	
94				
95				
96				
97	LABORATORY			
98	Wages	284,990.04	296,389.64	296,389.64
99	Purchased Service	97,003.75	100,883.90	100,883.90
100	Supplies	39,141.95	40,707.63	40,707.63
101	Supplies Non Charge	198,816.91	206,769.59	206,769.59
102	Office Supplies	7,355.57	7,649.79	7,649.79
103	Repairs & Maint	24,898.27	25,894.20	25,894.20
104	Dues & Subs	0.00	0.00	0.00
105	Training & Education	1,104.60	1,148.78	1,148.78
106	Instruments	0.00	0.00	0.00
107	TOTAL LABORATORY	653,311.09	679,443.54	679,443.54
108	EKG			
109	Wages	2,474.02	2,572.98	2,572.98
110	Supplies	7,928.40	8,245.54	8,245.54
111	Supplies Non Charge	250.19	255.19	255.19
112	Repairs & Maint	2,945.00	3,003.90	3,003.90
113				
114	TOTAL EKG	13,597.61	14,141.51	14,141.51
115	MAMMOGRAPHY			
116	Wages	18,367.36	19,102.05	19,102.05
117	Purchased Service	0.00	0.00	0.00
118	Supplies Non Charge	0.00	0.00	0.00
119	Dues & Subs	0.00	0.00	0.00
120	Repairs & maint	0.00	0.00	0.00
121			0.00	0.00
122	TOTAL MAMMOGRAPHY	18,367.36	19,102.05	19,102.05
123	RADIOLOGY			
124	Wages	171,790.94	178,662.58	178,662.58
125	Purchased Service	13,860.00	14,414.40	14,414.40
126	Film	70.06	72.86	72.86
127	Supplies Non Charge	6,948.95	7,226.91	7,226.91
128	Other Supplies	165.28	171.89	171.89
129	Repairs & Maint	25,689.59	26,717.17	26,717.17
130	Dues & Subs	192.00	199.68	199.68
131	Travel, Lodging & Education	0.00	0.00	0.00
132				
133	TOTAL RADIOLOGY	218,716.81	227,465.48	227,465.48
134				
135	ULTRASOUND			
136	Wages	36,109.46	37,553.84	37,553.84
137	Purchased Svce	0.00	0.00	0.00
138	Repairs & Maint	10,341.90	10,755.58	10,755.58
139	Supplies Non Charge	58.52	60.86	60.86
140	TOTAL ULTRASOUND	46,509.89	48,370.28	48,370.28

141			0.00	0.00
142		2014	2015	Budget
143		Annualized	Projected	2015
144				
145	CT SCAN			
146	Wages	31,719.94	32,988.73	32,988.73
147	Supplies	5,102.94	5,307.06	5,307.06
148	Repairs & Maint	71,624.57	74,489.55	74,489.55
149	Dues & Subs	96.00	99.84	99.84
150	Training & Education	0.00	0.00	0.00
151	TOTAL CT SCAN	108,543.44	112,885.18	112,885.18
152				
153	IV			
154	Wages	24,978.06	25,977.18	25,977.18
155	Solutions & Supplies	1,835.22	1,908.63	1,908.63
156	Supplies Non Charge	1,508.50	1,568.84	1,568.84
157	Other Medical Supplies	276.00	287.04	287.04
158				
159	TOTAL IV	28,597.78	29,741.69	29,741.69
160				
161	DIETARY			
162	Wages	233,720.84	243,069.68	243,069.68
163	Consultant Fee	7,032.12	7,313.40	7,313.40
164	Food	81,891.64	85,167.30	85,167.30
165	Office Supplies	0.00	0.00	0.00
166	Travel & Lodging	0.00	0.00	0.00
167				
168	TOTAL DIETARY	322,644.60	335,550.38	335,550.38
169				
170	RESPIRATORY THERAPY			
171	Wages	1,398.24	1,454.17	1,454.17
172	Oxygen & Other Gases	0.00	0.00	0.00
173	Supplies Non Charge	14,328.12	14,901.24	14,901.24
174	Equipment small	0.00	0.00	0.00
175				
176	TOTAL RESPIRATORY THERAPY	15,726.36	16,355.41	16,355.41
177				
178	PHYSICAL THERAPY			
179	Wages	195,000.00	202,800.00	202,800.00
180	Supplies	1,301.65	1,353.72	1,353.72
181	Supplies Non Charge	35,094.17	36,497.93	36,497.93
182	Instruments	63.32	65.86	65.86
183	Dues & Subs	0.00	0.00	0.00
184	Travel & Lodging	7,707.08	8,015.37	8,015.37
185	Purchased Svce	140,018.86	145,619.61	145,619.61
186				
187	TOTAL PHYSICAL THERAPY	379,185.08	394,352.49	394,352.49

	2014	2015	Budget
	Annualized	Projected	2015
188			
189			
190			
191			
192 DURABLE MEDICAL			
193 Supplies	0.00	0.00	0.00
194 Supplies Non Charge	0.00	0.00	0.00
195 TOTAL DURABLE MEDICAL	0.00	0.00	0.00
196			
197 DISCHARGE PLANNING			
198 Wages	3,936.82	4,094.29	4,094.29
199 TOTAL DISCHARGE PLANNING	3,936.82	4,094.29	4,094.29
200			
201 AUDIOLOGY			
202 Wages	0.00	0.00	0.00
203 Repairs & Maint	0.00	0.00	0.00
204 Travel	0.00	0.00	0.00
205			
206 TOTAL AUDIOLOGY	0.00	0.00	0.00
207			
208 SOCIAL WORKER			
209 Wages	36,786.53	38,257.99	38,257.99
210			
211 TOTAL SOCIAL WORKER	36,786.53	38,257.99	38,257.99
212			
213 HOME HEALTH			
214 Wages	0.00	0.00	0.00
215 Professional Services	4,191.60	4,359.26	4,359.26
216 Other Supplies	0.00	0.00	0.00
217			
218 TOTAL HOME HEALTH	4,191.60	4,359.26	4,359.26
219			
220 ACTIVITIES			
221 Wages	74,740.81	77,730.44	77,730.44
222 Office Supplies	779.99	811.19	811.19
223 Other Non Med Supplies	2,809.94	2,922.34	2,922.34
224 Dues & Subs	20.36	21.18	21.18
225 Travel & Education	248.23	258.16	258.16
226			
227 TOTAL ACTIVITIES	78,599.34	81,743.31	81,743.31
228			
229 INFECTION CONTROL			
230 Wages	44,818.19	46,610.92	46,610.92
231 Dues & Subs	646.80	672.67	672.67
232 Training & Education	1,029.60	1,070.78	1,070.78
233			
234 TOTAL INFECTION CONTROL	46,494.59	48,354.37	48,354.37

	2014	2015	Budget	
	Annualized	Projected	2015	
235				
236				
237				
238	LAUNDRY			
239	Wages	67,183.46	69,870.80	69,870.80
240	Other Supplies	8,502.36	8,842.45	8,842.45
241	Repairs & Maint	1,952.39	2,030.48	2,030.48
242				
243	TOTAL LAUNDRY	77,638.21	80,743.74	80,743.74
244				
245	PLANT AND OPERATIONS			
246	Wages	108,161.09	112,487.53	112,487.53
247	Purchased Service	19,006.80	19,767.07	19,767.07
248	Tools & Maint	3,803.71	3,955.86	3,955.86
249	Other Supplies	21,449.74	22,307.73	22,307.73
250	Repairs & Maint	20,294.38	21,106.15	21,106.15
251	Utilities	201,482.16	209,541.45	209,541.45
252	Travel & Lodging	0.00	0.00	0.00
253	TOTAL PLANT AND OPERATIONS	374,197.87	389,165.79	389,165.79
254				
255	HOUSEKEEPING			
256	Wages	70,831.49	73,664.75	73,664.75
257	Supplies	16,545.17	17,206.97	17,206.97
258	Purchased Service	0.00	0.00	0.00
259				
260	TOTAL HOUSEKEEPING	87,376.66	90,871.72	90,871.72
261	IT			
262	Wages	86,355.88	89,810.11	89,810.11
263	Supplies	5,713.76	5,942.31	5,942.31
264	Travel & Lodging	2,884.14	2,999.51	2,999.51
265				
266	TOTAL IT	94,953.78	98,751.93	98,751.93
267				
268	FISCAL SERVICES			
269	Wages	413,579.45	430,122.63	430,122.63
270	Purchased Service	80,234.87	83,444.26	83,444.26
271	Financial Consultants	27,783.79	28,895.14	28,895.14
272	Audit Fees	30,721.25	31,950.10	31,950.10
273	Office Supplies	14,871.85	15,466.73	15,466.73
274	Equipment Supplies	0.00	0.00	0.00
275	Postage	5,835.37	6,068.79	6,068.79
276	Postage Non Supply	0.00	0.00	0.00
277	Purchased Service Other	5,516.65	5,737.32	5,737.32
278	Repairs & Maint	136,688.60	142,156.15	142,156.15
279	Collection Agency Fees	0.00	0.00	0.00
280	Equipment Rental	1,688.33	1,755.86	1,755.86
281	Dues & Subs	3,898.80	4,054.75	4,054.75

	2014	2015	Budget
	Annualized	Projected	2015
282			
283			
284			
285	Fiscal Services continued		
286	Inservice	0.00	0.00
287	Training & Education	2,918.40	3,035.14
288	Travel & Lodging	13,609.37	14,153.74
289			
290	TOTAL FISCAL SERVICES	737,346.73	766,840.60
291			
292	PURCHASING		
293	Wages	96,662.64	100,529.15
294	Supplies	4,893.05	5,088.77
295	Dues & Subs	0.00	0.00
296	Travel, Lodging & Training	72.00	74.88
297	Purchased Svce	198.00	205.92
298			
299	TOTAL PURCHASING	101,825.69	105,898.72
300			
301	ADMINISTRATION		
302	Wages	178,996.04	186,155.89
303	Insurance Bldg-Auto-Directors	17,844.83	18,558.62
304	Insurance Malpractice	74,344.81	77,318.60
305	Insurance Workers Comp	101,704.00	105,772.16
306	Insurance Employee Medical	948,712.00	986,660.48
307	Legal Fees	62,678.22	65,185.35
308	Community Education Wages	6,513.82	6,774.37
309	Community Education Health Fair	9,472.33	9,851.23
310	Purchased Svce	10,000.00	10,400.00
311	Retirement	245,325.00	255,138.00
312	FICA	14,200.79	14,768.82
313	SBA	195,846.00	203,679.84
314	Unemployment	18,385.00	19,120.40
315	Television	3,695.39	3,843.20
316	Telephone	60,919.34	63,356.12
317	Travel	16,937.06	17,614.55
318	Office Supplies	7,307.42	7,599.72
319	Purchase Other	430,708.49	447,936.83
320	Dues & Subs	40,504.08	42,124.24
321	Interest	0.00	0.00
322	Training & Education	3,079.20	3,202.37
323	Other Expense	38,898.07	40,453.99
324			
325	TOTAL ADMINISTRATION	2,486,071.90	2,585,514.78
326			
327			
328			

	2014	2015	Budget	
	Annualized	Projected	2015	
329				
330				
331				
332	MEDICAL RECORDS			
333	Wages	166,599.84	173,263.83	173,263.83
334	Office Supplies	7,484.98	7,784.38	7,784.38
335	Repairs & Maintenance	7,195.32	7,483.13	7,483.13
336	Dues & Subs	512.40	532.90	532.90
337	Training & Education	3,727.33	3,876.43	3,876.43
338	Travel & Lodging	727.82	756.94	756.94
339	Purchased Svce	1,584.00	1,647.36	1,647.36
340				
341	TOTAL MEDICAL RECORDS	187,831.69	195,344.96	195,344.96
342				
343	NURSE ADMINISTRATION			
344	Wages	105,681.61	109,908.88	109,908.88
345	Office supplies	4,484.82	4,664.21	4,664.21
346	Other (Ads)	18.00	18.72	18.72
347	Dues & Subs	1,017.12	1,057.80	1,057.80
348	Travel & Lodging	10,222.45	10,631.35	10,631.35
349	Inservice	1,264.78	1,315.37	1,315.37
350	TOTAL NURSE ADMINISTRATION	122,688.78	127,596.33	127,596.33
351				
352	NURSING INSERVICE			
353	Wages	77,519.71	80,620.50	80,620.50
354	Office supplies	5,916.46	6,153.11	6,153.11
355	Education	2,171.22	2,258.07	2,258.07
356	Training & Education	4,845.60	5,039.42	5,039.42
357	Travel & Lodging	907.56	943.86	943.86
358				
359	TOTAL NURSING INSERVICE	91,360.55	95,014.97	95,014.97
360				
361	DEPRECIATION			
362	Building	39,572.63	41,155.53	41,155.53
363	Fixed Equipment	0.00	0.00	0.00
364	Major Movable	416,477.69	433,136.80	433,136.80
365				
366	TOTAL DEPRECIATION	456,050.32	474,292.33	474,292.33
367			0.00	0.00
368			0.00	0.00
369			0.00	0.00
370	TOTAL EXPENSES	9,710,884.22	10,099,319.59	10,099,319.59
371				
372				

WRANGELL MEDICAL CENTER

Revenue & Expenses FY 2015

	FYE 2015 Projected Income	FYE 2015 Budget Income	FYE 2015 Projected Expenses	FYE 2015 Budget Expenses
Routine Room & Board				
Medical Surgical	657,212.94	657,212.94	579,162.42	579,162.42
CCU	14,731.23	14,731.23	29,629.79	29,629.79
Obstetrical				
Nursery	0.00	0.00	0	0
Nursing Home	3,413,249.88	3,413,249.88	1,350,525.47	1,350,525.47
Swing Bed	637,777.40	637,777.40	201,687.82	201,687.82
Emergency Room				
Labor & Delivery	1,473.32	1,473.32	0.00	0.00
Operating Room	46,392.00	46,392.00	33,619.47	33,619.47
Recovery Room	7,566.78	7,566.78	5,040.56	5,040.56
Anesthesia	24,316.99	24,316.99	14,294.81	14,294.81
Central Supply	192,557.11	192,557.11	51,506.49	51,506.49
Pharmacy	662,723.32	662,723.32	377,130.44	377,130.44
Lab	2,066,568.97	2,066,568.97	679,443.54	679,443.54
EKG	62,062.66	62,062.66	14,141.51	14,141.51
Mammography	120,198.43	120,198.43	19,102.05	19,102.05
Radiology	267,374.87	267,374.87	227,465.48	227,465.48
Ultrasound	297,621.98	297,621.98	48,370.28	48,370.28
CT Scan	281,432.15	281,432.15	112,885.18	112,885.18
IV	310,596.72	310,596.72	29,741.69	29,741.69
Respiratory Therapy	204,235.59	204,235.59	16,355.41	16,355.41
Physical Therapy	949,372.20	949,372.20	394,352.49	394,352.49
Durable Medical	98.44	98.44	0.00	0.00
Audiology	0.00	0.00	0.00	0.00
Home Health	0.00	0.00	4,359.26	4,359.26
Special Duty Nurse	302.40	302.40	0	0
Dietary	3,257.48	3,257.48	335,550.38	335,550.38
Discharge Planning			4,094.29	4,094.29
Social Worker			38,257.99	38,257.99
Activities			81,743.31	81,743.31
Infection Control			48,354.37	48,354.37
Laundry			80,743.74	80,743.74
Plant Operations			389,165.79	389,165.79
Houskkeeping			90,871.72	90,871.72

	FYE 2015 Projected Income	FYE 2015 Budget Income	FYE 2015 Projected Expenses	FYE 2015 Budget Expenses
IT			98,751.93	98,751.93
Fiscal Services			766,840.60	766,840.60
Purchasing			105,898.72	105,898.72
Administration			2,585,514.78	2,585,514.78
Medical Records			195,344.96	195,344.96
Nurses Administration			127,596.33	127,596.33
Nurse Inservice			95,014.97	95,014.97
Depreciation			474,292.33	474,292.33
	11,049,493.15	11,049,493.15	10,099,319.59	10,099,319.59

WRANGELL MEDICAL CENTER

Summary of Budget Expenses By Class

	Annualized FY 2014	Projected FY 2015	Budget 2015
Salaries	3,955,955.58	4,114,193.80	4,114,193.80
Benefits	1,524,172.79	1,585,139.70	1,585,139.70
Supplies	992,569.65	1,032,267.43	1,032,267.43
Operational Expenses	187,172.04	194,658.92	194,658.92
Building Expenses	582,611.33	605,856.89	605,856.89
Depreciation	456,050.32	474,292.33	474,292.33
Insurance & Prof Fees	2,012,352.51	2,092,846.61	2,092,846.61
Total	9,710,884.22	10,099,255.68	10,099,255.68

WRANGELL MEDIAL CENTER

Salaries

	Annualized FY 2014	Projected FY 2015	Budget FY 2015
7 Med-Surg Wages	388,160.60	403,687.03	403,687.03
8 CCU Wages	28,490.18	29,629.79	29,629.79
9 ICF Wages	608,343.53	632,677.27	632,677.27
10 Swing Bed Wages	176,448.31	183,506.24	183,506.24
11 Emergency Room Wages	78,054.28	81,176.45	81,176.45
12 Operating Room Wages	21,082.28	21,925.58	21,925.58
13 Recovery Room Wages	4,846.69	5,040.56	5,040.56
14 Central Supply Wages	39,959.47	41,557.85	41,557.85
15 Pharmacy Wages	71,653.96	74,520.11	74,520.11
16 Lab Wages	284,990.04	296,389.64	296,389.64
17 EKG Wages	2,474.02	2,572.98	2,572.98
18 Mammo Wages	18,367.36	19,102.05	19,102.05
19 Radiology Wages	171,790.94	178,662.58	178,662.58
20 Ultrasound Wages	36,109.46	37,553.84	37,553.84
21 CT Scan Wages	31,719.94	32,988.73	32,988.73
22 IV Wages	24,978.06	25,977.18	25,977.18
23 Dietary Wages	233,720.84	243,069.68	243,069.68
24 Respiratory Therapy Wages	1,398.24	1,454.17	1,454.17
25 Physical Therapy Wages	195,000.00	202,800.00	202,800.00
26 Discharge Planning Wages	3,936.82	4,094.29	4,094.29
27 Audiology Wages	0.00	0.00	0.00
28 Social Worker Wages	36,786.53	38,257.99	38,257.99
29 Activity Wages	74,740.81	77,730.44	77,730.44
30 Infection Control Wages	44,818.19	46,610.92	46,610.92
31 Laundry Wages	67,183.46	69,870.80	69,870.80
32 Plant Operations Wages	108,161.09	112,487.53	112,487.53
33 Housekeeping Wages	70,831.49	73,664.75	73,664.75
34 IT Wages	86,355.88	89,810.11	89,810.11
35 Fiscal Services Wages	413,579.45	430,122.63	430,122.63
36 Purchasing Wages	96,662.64	100,529.15	100,529.15
37 Administration Wages	178,996.04	186,155.89	186,155.89
38 Community Education Wages	6,513.82	6,774.37	6,774.37
39 Medical Records Wages	166,599.84	173,263.83	173,263.83
40 Nursing Administration Wages	105,681.61	109,908.88	109,908.88
41 Nursing Inservice Wages	77,519.71	80,620.50	80,620.50
42			
43	3,955,955.58	4,114,193.80	4,114,193.80
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WRANGELL MEDICAL CENTER

Benefits

	Annualized FY 2014	Projected FY 2015	Budget FY 2015
7 Insurance Workers Comp	101,704.00	105,772.16	105,772.16
8 Insurance Employee Medical	948,712.00	986,660.48	986,660.48
9 Retirement	245,325.00	255,138.00	255,138.00
10 FICA	14,200.79	14,768.82	14,768.82
11 Unemployment	18,385.00	19,120.40	19,120.40
12 SBS	195,846.00	203,679.84	203,679.84
13			
14 Total Benefits	1,524,172.79	1,585,139.70	1,585,139.70
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23			

WRANGELL MEDICAL CENTER

Supplies

	Annualized FY 2014	Projected FY 2015	Budget FY 2015
7 Med Surg Supplies	831.35	864.60	864.60
8 Med Surg Instruments	1,194.06	1,241.82	1,241.82
9 Nursing Home Supplies	2,464.33	2,562.91	2,562.91
10 Nursing Home Supplies Non Charge	162,620.92	169,125.75	169,125.75
11 Swing Bed Supplies	911.36	947.82	947.82
12 Instruments ICF	6,666.26	6,932.91	6,932.91
13 Emergency Room Supplies	1,025.87	1,066.90	1,066.90
14 Emergency Room Supplies Non Charge	2,732.24	2,841.53	2,841.53
15 Emergency Room Instruments	486.89	506.36	506.36
16 Operating Room Supplies	978.78	1,017.93	1,017.93
17 Operating Room Supplies Non Charge	8,596.02	8,939.86	8,939.86
18 Operating Room Instruments	1,669.33	1,736.10	1,736.10
19 Anesthesia Supplies	51.29	53.34	53.34
20 Anesthesia Supplies Non Charge	0.00	0.00	0.00
21 Pharmaceuticals	0.00	0.00	0.00
22 Central Supplies	1,862.64	1,937.15	1,937.15
23 Central Supplies Ortho	1,168.50	1,215.24	1,215.24
24 Central Supplies Non Charge	3,215.84	3,344.47	3,344.47
25 Central Supplies Ortho Non Charge	341.88	355.56	355.56
26 Pharmacy Supplies	284,224.98	295,593.98	295,593.98
27 Pharmacy Supplies Non Charge	4,826.49	5,019.55	5,019.55
28 Laboratory Supplies	39,141.95	40,707.63	40,707.63
29 Laboratory supplies Non Charge	198,816.91	206,769.59	206,769.59
30 Laboratory Office Supplies	7,355.57	7,649.79	7,649.79
31 Laboratory Instruments	0.00	0.00	0.00
32 EKG Supplies	7,928.40	8,245.54	8,245.54
33 EKG Supplies Non Charge	250.19	255.19	255.19
34 Mammography Supplies Non Charge	0.00	0.00	0.00
35 Film	70.06	72.86	72.86
36 Radiology Supplies Non Charge	6,948.95	7,226.91	7,226.91
37 Radiology Other supplies	165.28	171.89	171.89
38 Ultrasound Supplies	58.52	60.86	60.86
39 CT Scan Supplies	5,102.94	5,307.06	5,307.06
40 IV Solutions & Supplies	1,835.22	1,908.63	1,908.63
41 IV Supplies Non Charge	1,508.50	1,568.84	1,568.84
42 IV Other Medical Supplies	276.00	287.04	287.04
43 Dietary Food	81,891.64	85,167.30	85,167.30
44 Dietary Office Supplies	0.00	0.00	0.00
45 Respiratory Oxygen & Other Gases	0.00	0.00	0.00
46 Respiratory Supplies Non Charge	14,328.12	14,901.24	14,901.24

	Annualized	Projected	Budget
	FY 2014	FY 2015	FY 2015
47			
48			
49			
50 Resp Small Equipment	0.00	0.00	0.00
51 Physical Therapy Supplies	1,301.65	1,353.72	1,353.72
52 Physical Therapy Supplies Non Charge	35,094.17	36,497.93	36,497.93
53 Physical Therapy Instruments	63.32	65.86	65.86
54 Durable Medical Supplies	0.00	0.00	0.00
55 Durable Medical supplies Non Charge	0.00	0.00	0.00
56 Audiology Supplies	0.00	0.00	0.00
57 Home Health Other Supplies	0.00	0.00	0.00
58 Activities Office Supplies	779.99	811.19	811.19
59 Activities Other Non Med Supplies	2,809.94	2,922.34	2,922.34
60 Laundry Other Supplies	8,502.36	8,842.45	8,842.45
61 Maintenance Tools & Maint	3,803.71	3,955.86	3,955.86
62 Maintenance Other Supplies	21,449.74	22,307.73	22,307.73
63 Houskkeeping Supplies	16,545.17	17,206.97	17,206.97
64 IT Supplies	5,713.76	5,942.31	5,942.31
65 Fiscal Svces Office Supplies	14,871.85	15,466.73	15,466.73
66 Fiscal Svces Equipment Supplies	0.00	0.00	0.00
67 Purchasing Supplies	4,893.05	5,088.77	5,088.77
68 Administration Office Supplies	7,307.42	7,599.72	7,599.72
69 Medical Records Office Supplies	7,484.98	7,784.38	7,784.38
70 Nursing Administration Office Supplies	4,484.82	4,664.21	4,664.21
71 Nursing Inservice Office Supplies	5,916.46	6,153.11	6,153.11
72			
73			
74 Total Supplies	992,569.65	1,032,267.43	1,032,267.43
75			
76			

WRANGELL MEDICAL CENTER

Operational Expenses

	Annualized FY 2014	Projected FY 2015	Budget FY 2015
7 Nursing Home Travel			
8 Swing Bed Travel	9,514.92	9,895.52	9,895.52
9 Operating Room Training & Education	0.00	0.00	0.00
10 Operating Room Travel & Lodging	0.00	0.00	0.00
11 Anesthesia Travel & Lodging	1,401.00	1,457.04	1,457.04
12 Laboratory Dues & Subs	0.00	0.00	0.00
13 Laboratory Training & Education	1,104.60	1,148.78	1,148.78
14 Mammography Dues & Subs	0.00	0.00	0.00
15 Radiology Dues & Subs	192.00	199.68	199.68
16 Radiology Travel & Lodging	0.00	0.00	0.00
17 CT Scan Dues & Subs	96.00	99.84	99.84
18 CT Scan Training	0.00	0.00	0.00
19 Dietary Travel & Lodging	0.00	0.00	0.00
20 Physical Therapy Dues & Subs	0.00	0.00	0.00
21 Physical Therapy Travel & Lodging	7,707.08	8,015.37	8,015.37
22 Audiology Travel	0.00	0.00	0.00
23 Activities Dues & Subs	20.36	21.18	21.18
24 Activities Travel & Education	248.23	258.16	258.16
25 Infection Control Dues & Subs	646.80	672.67	672.67
26 Infection Control Training & Education	1,029.60	1,070.78	1,070.78
27 Plant Operations Travel	0.00	0.00	0.00
28 IT Travel & Lodging	2,884.14	2,999.51	2,999.51
29 Fiscal Service Postage	5,835.37	6,068.79	6,068.79
30 Fiscal Service Postage Non Supply	0.00	0.00	0.00
31 Fiscal Services Collection Fees	0.00	0.00	0.00
32 Fiscal Services Equipment Rental	1,688.33	1,755.86	1,755.86
33 Fiscal Services Dues & Subs	3,898.80	4,054.75	4,054.75
34 Fiscal Services Training & Education	2,918.40	3,035.14	3,035.14
35 Fiscal Services Travel & Lodging	13,609.37	14,153.74	14,153.74
36 Purchasing Dues & Subs	0.00	0.00	0.00
37 Purchasing Travel & Lodging	72.00	74.88	74.88
38 Community Education Health Fair	9,472.33	9,851.23	9,851.23
39 Administration Travel	16,937.06	17,614.55	17,614.55
40 Administration Dues & Subs	40,504.08	42,124.24	42,124.24
41 Interest Expense	0.00	0.00	0.00
42 Administration Training & Education	3,079.20	3,202.37	3,202.37
43 Other Expense	38,898.07	40,453.99	40,453.99
44 Medical Records Dues & Subs	512.40	532.90	532.90
45 Medical Records Training & Education	3,727.33	3,876.43	3,876.43
46 Medical Records Travel & Lodging	727.82	756.94	756.94

	Annualized	Projected	Budget
	FY 2015	FY 2015	FY 2015
47			
48			
49			
50 Nursing Administration Other (Ads)	18.00	18.72	18.72
51 Nursing Administration Dues & Subs	1,017.12	1,057.80	1,057.80
52 Nursing Administration Travel & Lodging	10,222.45	10,631.35	10,631.35
53 Nursing Inservice Education	2,171.22	2,258.07	2,258.07
54 Nursing Administration Inservice	1,264.78	1,315.37	1,315.37
55 Nursing Inservice Training & Education	4,845.60	5,039.42	5,039.42
56 Nursing Inservice Travel & Lodging	907.56	943.86	943.86
57			
58			
59 Total Operational Expenses	187,172.04	194,658.92	194,658.92
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WRANGELL MEDICAL CENTER

Building Expenses

	Annualized FY 2014	Projected FY 2015	Budget FY 2015
7 Med Surg Repairs & Maint	8,378.10	8,713.22	8,713.22
8 CCU Repairs & Main	0.00	0.00	0.00
9 Anesthesia Repairs & Maint	3,529.18	3,670.35	3,670.35
10 Central Supply Repairs & Maint	2,977.14	3,096.23	3,096.23
11 Laboratory Repairs & Maint	24,898.27	25,894.20	25,894.20
12 EKG Repairs & Maint	2,945.00	3,003.90	3,003.90
13 Mammo Repairs & Maint	0.00	0.00	0.00
14 Radiology Repairs & Maint	25,689.59	26,717.17	26,717.17
15 Ultrasound Repairs & Maint	10,341.90	10,755.58	10,755.58
16 CT Repairs & Maint	71,624.57	74,489.55	74,489.55
17 Laundry Repairs & Maint	1,952.39	2,030.48	2,030.48
18 Maint Repairs & Maint	20,294.38	21,106.15	21,106.15
19 Utilities	201,482.16	209,541.45	209,541.45
20 Fiscal Services Repairs & Maint	136,688.60	142,156.15	142,156.15
21 Television	3,695.39	3,843.20	3,843.20
22 Telephone	60,919.34	63,356.12	63,356.12
23 Medical Records Repairs & Maint	7,195.32	7,483.13	7,483.13
24 Audiology Repairs & Maint	0.00	0.00	0.00
25			
26			
27 Total Building Expenses	582,611.33	605,856.89	605,856.89
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36			

WRANGELL MEDICAL CENTER

Depreciation

	Annualized FY 2014	Projected FY 2015	Budget FY 2015
7 Building	39,572.63	41,155.53	41,155.53
8 Fixed Equipment	0.00	0.00	0.00
9 Major Movable Equipment	416,477.69	433,136.80	433,136.80
10 Minor Equipment			
11			
12			
13 Total Depreciation	456,050.32	474,292.33	474,292.33
14			
15			
16			

WRANGELL MEDICAL CENTER

Insurance & Professional Fees

	Actual FY 13 12 Months	Projected FY 2014	Budget 2014
7 Med Surg Purchased Service	162,514.43	169,015.01	169,015.01
8 Nursing Home Purchased Svce	0.00	0.00	0.00
9 Nursing Home Traveling Nurse	518,487.14	539,226.63	539,226.63
10 Swing Bed Purchased Service	7,056.00	7,338.24	7,338.24
11 Emergency Room Purchased Service	295,074.96	306,877.96	306,877.96
12 Anesthesia Purchased Service	8,763.54	9,114.08	9,114.08
13 Pharmacy Consultant Fee	1,920.00	1,996.80	1,996.80
14 Laboratory Purchased Service	97,003.75	100,883.90	100,883.90
15 Mammography Purchased Service	0.00	0.00	0.00
16 Radiology Purchased Service	13,860.00	14,414.40	14,414.40
17 Ultrasound Purchased Service	0.00	0.00	0.00
18 Dietary Consultant Fee	7,032.12	7,313.40	7,313.40
19 Physical Therapy Purchased Service	140,018.86	145,619.61	145,619.61
20 Home Health Professional Services	0.00	0.00	0.00
21 Maintenance Purchased Service	19,006.80	19,767.07	19,767.07
22 Housekeeping Purchased Service	0.00	0.00	0.00
23 Fiscal Services Purachased Service	80,234.87	83,444.26	83,444.26
24 Fiscal Services Financial Consultants	27,783.79	28,895.14	28,895.14
25 Fiscal Services Audit Fees	30,721.25	31,950.10	31,950.10
26 Fiscal Services Other Purchased Service	5,516.65	5,737.32	5,737.32
27 Purchases Purchased Svce	198.00	205.92	205.92
28 Insurance Bldg-Auto-Directors	17,844.83	18,558.62	18,558.62
29 Insurance Malpractice	74,344.81	77,318.60	77,318.60
30 Legal Fees	62,678.22	65,185.35	65,185.35
31 Administration Purchased Service	10,000.00	10,400.00	10,400.00
32 Administration Purchases Other	430,708.49	447,936.83	447,936.83
33 Medical Records Purchased Service	1,584.00	1,647.36	1,647.36
Total Insurance and Professional Fees	2,012,352.51	2,092,846.61	2,092,846.61

Agenda Item 13i

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM July 22, 2014

INFORMATION:

Approval of the Wrangell Marine Service Center Water Filtration Shed project

Attachments:

1. Memo from Ruby McMurren, Projects Manager
2. Bid from John Taylor & Sons, Inc.
3. Preliminary Bid Tab

RECOMMENDED ACTION:

Staff recommends that the Assembly authorize the Borough Manager to enter into a contract with John Taylor & Sons, Inc, for the construction of the Marine Service Center Water Filtration Shed, in the contract amount of \$63,650.00 to be paid from grant funds from DCCED.

MEMORANDUM

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

**FROM: RUBY MCMURREN
PROJECTS MANAGER**

**SUBJECT: APPROVAL OF A DESIGN-BUILD CONSTRUCTION CONTRACT
AWARD FOR THE MARINE SERVICE CENTER WATER FILTRATION
SHED**

DATE: July 22, 2014

BACKGROUND

The City and Borough of Wrangell received a Grant from the Department of Commerce, Community and Economic Development (DCCED) for the Design and Construction of the Marine Service Center Water Filtration Shed.

The City and Borough of Wrangell issued an Invitation to Bid for the design-build construction of the Marine Service Center Water Filtration Shed. Bids were due on July 18, 2014, and the City and Borough of Wrangell received two (2) qualified bids.

After a thorough review of the bids received, City and Borough of Wrangell Staff recommends awarding the construction project to John Taylor & Sons, Inc., who was the lowest responsive bidder. Attached are the bid tab sheet and bid proposal from John Taylor.

RECOMMENDATION

Staff recommends that the Assembly authorize the Borough Manager to enter into a contract with John Taylor & Sons, Inc, for an approved design and construction of the Marine Service Center Water Filtration Shed, in the contract amount of \$63,650.00 to be paid from grant funds designated for this project.

ATTACHMENTS:

1. Bid tab sheet
2. John Taylor & Sons, Inc., bid proposal for the Marine Service Center Water Filtration Shed.

Proposal To: City & Borough of Wrangell, Alaska

1. The undersigned Proposer offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Owner to perform the work as described in the contract documents entitled *Notice Inviting Bids, City & Borough of Wrangell, Marine Service Center Water Filtration Shed.*
2. Proposer accepts all of the terms and conditions of the contract documents, including without limitations those in the Notice Inviting Bids.
3. The Proposal will remain open for 21 days, as stipulated in the *Notice Inviting Bids*.
4. The Proposer agrees to complete the work required under the contract documents within the time stipulated and accepts payment in full based on the contract price named in the Proposal.
5. Proposer has examined the contract documents in full, including the following Addenda, receipt of which is hereby acknowledged by the undersigned:

Addenda No.	Date Issued	Addendum No.	Date Issued
<u>1</u>	<u>7-14-14</u>	_____	_____
<u>2</u>	<u>7-17-14</u>	_____	_____
_____	_____	_____	_____

6. The Proposer has read this Proposal and agrees to the conditions as stated herein by providing their signature in the space provided below.

<u>Quantity</u>	<u>Item</u>	<u>Total Bid</u>
1 each	MSC Water Filtration Shed	\$ <u>63650.-</u>

Proposer's Name: John Taylor & Sons, INC

Proposer's Representative's Signature: John Taylor

Proposer's Address: POB 0X 2076 Wrangell AK

Proposer's Telephone/Fax Numbers: 874 2402

Proposer's Business License No.: 221657

Date: 7-17-14

City and Borough of Wrangell, Alaska

Project: Marine Service Center Water Filtration Shed

Bid Opening Date: July 18, 2014 @ 10:00 a.m. - Assembly Chambers

Bidder's Name	Signed Bid	Bid Security (5%)	AK Contractor's License	AK Business License	Addenda Acknowledged		Bid Amount
					#1	#2	
John Taylor & Sons	✓	✓	✓	✓	✓	✓	63,650.00
Johnsons Construction	✓	✓	✓	✓	✓	✓	82,953.00

Verified By:

Kim Lane 7-18-14

Witnessed By:

[Signature]

-PRELIMINARY-

Agenda Item 14

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
July 22, 2014**

INFORMATION:

ATTORNEY'S FILE – Summary report provided to the Assembly.

Agenda Item 15

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
July 22, 2014**

INFORMATION:

Discussion regarding the proposed SEAPA Formal Transition Agreement

RECOMMENDED ACTION:

I move to go into executive session to discuss the proposed SEAPA Formal Transition Agreement, which the immediate knowledge of would clearly have an adverse effect upon the finances of the Borough.