



**City and Borough of Wrangell
Borough Assembly Meeting
AGENDA – **Amended 12-1-17****

**Tuesday, December 5, 2017 (Rescheduled from Dec. 12, 2017)
7:00 p.m.**

Location: Assembly Chambers, City Hall

**WORK SESSION ~ 6:00 PM
TOPIC: STATE LEGISLATIVE PRIORITIES**

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. INVOCATION to be given by a member of the Baha'i Faith
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.*

2. ROLL CALL

- 3. PERSONS TO BE HEARD** – *This agenda item is reserved to provide an opportunity for persons to address the assembly on agenda items or non-agenda items.*

- 4. AMENDMENTS TO THE AGENDA** – *The assembly may amend the agenda as provided in WMC 3.05.030(E). Removal of an item from the Consent Agenda is not considered an amendment to the agenda.*

- 5. CONFLICT OF INTEREST** – *The purpose of this agenda item is to provide a time for any conflict of interest disclosures and determinations on such disclosures by the mayor, as may be necessary and appropriate under WMC 3.04.112.*

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

- a. Approval of Assembly Minutes – November 7, 2017 (Public Hearing & Regular)
- b. School Board Minutes – September 18, 2017 (Regular) & October 5, 2017 (Special)
- c. School Board Action – November 11, 2017
- d. SEAPA – 3rd Quarter Community Flyer
- e. WMC Minutes – October 18-2017
- f. Correspondence from Senator Dan Sullivan, congratulating Wrangell on receiving the 2017 SE Conference's Community of the Year Award
- g. USFS Wrangell Island Project Consolidated Objection Response to the Final Environmental Impact Study and Draft Record of Decision – November 13, 2017
- h. **Dept. of Administration PERS Audit Report Letter**

7. BOROUGH MANAGER'S REPORT (Verbal or Written Report to be given at the Meeting)

- Shoemaker Bay Harbor Project – Dredge Material Testing Costs (Verbal or Written Report to be given at the Meeting)

8. BOROUGH CLERK'S FILE

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

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. City Boards and Committee Appointments
- b. SSRAA Nomination (Assembly Member – Municipal Seat)

11. PUBLIC HEARING – *Procedure: Persons wishing to speak during a public hearing on an agenda item, or otherwise on an agenda item, will sign up on a sheet provided by the clerk and list the agenda item they intend to speak on. Persons on the list will be called by the mayor to speak in the order in which they signed up for the agenda item, when that item is brought up for consideration, following any administrative or committee reports on the item.*

None.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval to Waive Section 16.08.240 of the Wrangell Municipal Code Requiring Assembly Approval of Tideland Lease Assignments for the Consent to Assignment of Lease for Financing Purposes from Don Sorric to First Bank for Lot 1, Wrangell Marine Service Center
- b. Approval to Issue Request for Proposals for Healthcare Consulting Services
- c. Approval of Contribution in the Amount of \$5,000 toward the Tongass National Forest Roadless Rule Appeal

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

15. EXECUTIVE SESSION – *Procedure: Motion is made and voted upon. If adopted, executive session is held. If necessary, action is taken in public session following the executive session. If there is more than one executive session topic, each topic will be handled completely separate from the other.*

16. ADJOURNMENT

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---------------------------|------------|----------|------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 6 | Date | December 5, 2017 |
| <u>SUBMITTED BY:</u> | | | | |
| | | | | |
| | | | | |
| Kim Lane, Borough Clerk | | | | |
| | | | | |

INFORMATION:

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

CONSENT AGENDA - RECOMMENDED ACTION:

Move to approve the Consent Agenda as submitted.

- a. Approval of Assembly Minutes – November 7, 2017 (Public Hearing & Regular)
- b. School Board Minutes – September 18, 2017 (Regular) & October 5, 2017 (Special)
- c. School Board Action – November 11, 2017
- d. SEAPA – 3rd Quarter Community Flyer
- e. WMC Minutes – October 18-2017
- f. Correspondence from Senator Dan Sullivan, congratulating Wrangell on receiving the 2017 SE Conference's Community of the Year Award
- g. USFS Wrangell Island Project Consolidated Objection Response to the Final Environmental Impact Study and Draft Record of Decision – November 13, 2017
- h. **Dept. of Administration PERS Audit Report Letter**

**Minutes of the Public Hearing
Held November 7, 2017**

Mayor David L. Jack called the Public Hearing to order at 6:30 p.m., November 7, 2017, in the Borough Assembly Chambers. Assembly Members Powell, Howell, Gilbert, Rooney and Prysunka were present. Assembly Member Decker was absent. Borough Manager Von Bargen and Clerk Kim Lane were also in attendance.

Public Hearing Items:

- a. Request for a vacation of a 3 foot wide trail right-of-way from Cassiar to the corner of Lot 20A Oliver Subdivision and Lot A LRO Subdivision, requested by Thomas Roland, owner of Lot 20A and Michael Nash, Attorney for Evi Fennimore, Trustee of the Viola Erickson Irrevocable Trust, owner of portion of Lots 7 and 8, Block 13, USS 1119 (or proposed new Lot 8A of proposed Fennimore/Roland Replat)
- b. **PROPOSED ORDINANCE No. 937:** AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS OF CHAPTER 3.05 OF THE WRANGELL MUNICIPAL CODE, ASSEMBLY – RULES OF PROCEDURE (*second reading*)

WRITTEN TESTIMONY

There was no written testimony.

ORAL TESTIMONY

There was no written testimony.

Recessed at 6:32 p.m.

Reconvened at 6:55 p.m.

Public Hearing Meeting adjourned at 6:56 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Regular Assembly Meeting
Held on November 7, 2017**

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., November 7, 2017, in the Borough Assembly Chambers. Assembly Members Powell, Howell, Gilbert, Rooney and Prysunka were present. Assembly Member Decker participated by telephone. Borough Manager Von Bargen and Clerk Kim Lane were also in attendance.

The Pledge of Allegiance was led by Assembly Member Becky Rooney.

The Invocation was given by Don McConachie.

AMENDMENTS TO THE AGENDA - None

CONFLICT OF INTEREST – None

CONSENT AGENDA

M/S: Rooney/Gilbert, to approve Consent Agenda Items marked with an () asterisk; Items 6a, 7a through 7d, and 13f. Motion approved unanimously by polled vote.*

APPROVAL OF MINUTES

The Minutes of the Regular Assembly meeting held October 24, 2017 were approved as presented.

COMMUNICATIONS

- a. POA-1990-00114-M8, Application for a Permit from the City & Borough of Wrangell to the US Army Corps of Engineers to increase the City's port staging area to provide additional space where the barge companies operate
- b. Wrangell Medical Center Minutes: Sept. 20, 2017 Regular meeting
- c. Byford Project Status update from NRC Alaska – October 2017
- d. POA-1997-00919; Review letter concerning an application by Critter Enterprises to dredge sand from three different locations within the Stikine River

*13f. Final plat approval and Access Easement Maintenance Agreement of River's Edge Subdivision, a subdivision of Tracts A, B1 and B2, Sergief Island Subdivision

BOROUGH MANAGER'S REPORT

Manager Von Bargen's report was provided.

In addition to her report, Von Bargen reported on the following:

- Water System Update (report)
- Wrangell Island Project Draft Record of Decision
- Regular General Audit for the City; thanked Finance Director Burgess and his staff
- Thanked Jeff Jabusch for assisting in the audit and for his and Kay's hospitality
- Police Chief to prepare Active Shooter exercise training opportunity for City Staff
- New Police Officer coming on board soon
- Harbor Master working on a parking plan for the harbor parking lots
- Met with the Wrangell Mariners Memorial Board; project moving forward; looking at obtaining site control
- Shoemaker Bay Harbor project:

- Working on Bond for the Shoemaker Bay project with Finance Director Burgess
- Working on where the dredge material will go for the Shoemaker Bay project; options were: testing the material to make sure that it isn't toxic; testing would push the project back until around March of next year; PND Engineers suggested that if we went that route, to get the full DEC and Corps of Engineer suite of testing; not testing it, we could dispose of it in an upland area (not wetland), and would not require testing; tolerance in the community for dumping potentially toxic materials is low; would recommend testing the material; looking for direction from the Assembly
- Excluded from the Shoemaker Bay project – disposal of existing float; will be an additional cost

After further discussion, it was the consensus of the Assembly for Manager Von Bargaen to come back at the next Assembly meeting with the costs and recommendation for dredging the Shoemaker Bay material.

Prysunka asked if it was possible to send out a letter to the residents that were the sources of the upcoming scrap metal enforcement, to give them a heads up, letting them know that they were the residents who were in violation.

Gilbert asked that the City look at the Crisis Management Plan; dust it off and look at revising it.

Gilbert also asked that we look at what we need for the Water Treatment Plant before the end of the year in preparation for next summer.

Von Bargaen stated that we would come back to the Assembly on what needs to be done and come back to the Assembly on that (Water Treatment Plant).

Rooney asked how long we let one person hold up the entire Evergreen road project; hates to see the project not moving forward because of one individual.

In response to Rooney, Al-Haddad said that DOT is considering condemnation; would take a long time; believe that a letter has been sent out to the individual.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS

10a Reports by Assembly Members

Prysunka commended on the Joint Work Session between the Assembly and the Wrangell Medical Center Board of Directors; appreciated that we are working together and moving forward. Decker agreed.

Decker reported on the Parks & Recreation Board Work Session held last week; discussed the building and staffing issues; large community turnout; appreciated the show of support.

10b City Board and Committee Appointments

Since there were no letters of interest received for the vacancies, Jack directed Clerk Lane to continue advertising for the vacancies. There were no objections from the Assembly.

10c Appointment to fill the vacancies on the SEAPA Board

Mayor Jack appointed the following people to serve on the SEAPA Board for the 2018 Calendar Year:

Two Voting Members: Prysunka and Hammer
Two Alternate Members: Burgess and Von Barga

PERSONS TO BE HEARD - None

UNFINISHED BUSINESS

12a PROPOSED ORDINANCE No. 937: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS OF CHAPTER 3.05 OF THE WRANGELL MUNICIPAL CODE, ASSEMBLY – RULES OF PROCEDURE

M/S: Gilbert/Rooney, to adopt Ordinance No. 937. Motion approved unanimously by polled vote.

NEW BUSINESS

13a PROPOSED RESOLUTION 11-17-1384: A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

M/S: Prysunka/Powell, moved to adopt Resolution No. 11-17-1384, authorizing the participation in the Community Development Block Grant program.

In response to Prysunka, Amber Al-Haddad, PW Director stated that there was a plan for the Courtroom offices and that even if we are not awarded the CDBG, work would move forward with the repair.

Motion approved unanimously by polled vote.

13b PROPOSED RESOLUTION 11-17-1385: SUPPORTING THE WRANGELL COORDINATED TRANSPORTATION PLAN TO BE SUBMITTED TO THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

M/S: Gilbert/Powell, moved to approve Resolution No. 11-17-1385, supporting the Wrangell Coordinated Transportation Plan to be submitted to the State of Alaska Department of Transportation & Public Facilities.

Prysunka voiced concern that the City might be on the hook for the \$18,000 match funding required if the grant was approved.

Von Bargen stated that the contact for Catholic Community Services stated that they would be looking for the match funding; would come back to the Assembly however, if the City was asked to contribute; could not use the in-kind funding that the City gave them towards the match.

Motion approved unanimously by polled vote.

13c PROPOSED RESOLUTION 11-17-1386: AUTHORIZING THE APPLICATION FOR A TEACHER, HEALTH PROFESSIONAL, AND PUBLIC SAFETY (THHP) HOUSING GRANT BY THE WRANGELL MEDICAL CENTER

M/S: Rooney/Howell, moved to adopt Resolution No. 11-17-1386, authorizing the Application for a Teacher, Health Professional and Public Safety (THHP) Housing Grant by the Wrangell Medical Center.

Powell voiced concern that because of the need for a new hospital facility, we might not want to do this right now; could look at it again next year.

Prysunka voiced concern that if there came a time when the units weren't needed for traveling health care professionals and the units were rented out, would take away from small rental business.

Robert Rang, Wrangell Medical Center CEO stated that the hospital spends \$35,000 each year on rentals for traveling health care professionals.

Motion failed with Decker and Gilbert voting yes; Rooney, Powell, Prysunka and Howell voted no.

13d Approval of Consent to Assignment of Lease for Financing Purposes for the Marine Service Center, Yard Lot 1, leased by Don Sorric

M/S: Prysunka/Howell, to approve to approve the Consent to Assignment of Lease for financing purposes for the Facility Lease Agreement for Lot 1, Wrangell Marine Service Center, requested by Don Sorric.

Von Bargen stated that the attorneys for the City and First Bank were still working on coming to an agreement with the Consent document; our Code is specific on lease assignments and some point's conflict with what First Bank wants to do; First Bank wants to have the ability to transfer the lease to whomever they choose without Assembly approval.

Jack suggested that the Assembly postpone the item indefinitely and that Staff bring it back once the item is ready.

M/S: Prysunka/Powell, moved to postpone this item indefinitely. Motion approved unanimously by polled vote.

13e Approval to reschedule the Regular Assembly meeting of December 12 to December 5, 2017

M/S: Gilbert/Rooney, moved to approve rescheduling the December 12 Regular Assembly meeting to December 5, 2017. Motion approved unanimously by polled vote.

***13f** Final plat approval and Access Easement Maintenance Agreement of River's Edge Subdivision, a subdivision of Tracts A, B1 and B2, Sergief Island Subdivision

This item was approved under the Consent Agenda.

13g Request for a vacation of a 3 foot wide trail right-of-way from Cassiar to the corner of Lot 20A Oliver Subdivision and Lot A LRO Subdivision (or proposed new Lot 8A of proposed Fennimore/Roland Replat)

M/S: Howell/Gilbert, moved to approve the request for a vacation of a 3 foot wide trail right-of-way from Cassiar to the corner of Lot 20A Oliver Subdivision and Lot A LRO Subdivision (or proposed new Lot 8A of proposed Fennimore/Roland Replat) Motion approved unanimously by polled vote.

13h Approval to Sole Source Purchase Caterpillar C7.1 175kw Generator from NC Power Systems in the Amount of \$45,330

M/S: Powell/Prysunka, moved to approve sole source purchase of a Caterpillar C7.1 175kw Generator from NC Power Systems in the amount of \$45,330.

After extensive discussion by the Assembly and Public Works Director Al-Haddad, the Assembly stated that they would like to see a request for bid go out for this equipment and that Al-Haddad check into if the City is required to purchase Caterpillar products exclusively from NC Power Systems in Juneau.

Motion failed unanimously by polled vote.

13i Approval of Borough Goals

M/S: Powell/Gilbert, moved to approve Borough Goals.

Von Bargen stated that the goals for the Wrangell Medical Center may change based on what the Wrangell Medical Center Board and Assembly decides.

Motion approved unanimously by polled vote.

ATTORNEY'S FILE – None
EXECUTIVE SESSION – None

Regular Assembly Meeting adjourned at 8:25 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

PROCEEDINGS

MINUTES

WRANGELL SCHOOL BOARD REGULAR MEETING

September 18, 2017 6:30 PM
Evergreen Elementary School Room 101

School Board President Susan Eagle called the regular meeting of the Wrangell Public School Board to order at 6:30 P.M. on September 18, 2017.

CALL TO ORDER

A quorum was determined with the following school board members present: Georgianna Buhler, Susan Eagle, Robert Rang, Aleisha Mollen and Tammy Groshong. Also present was Superintendent Patrick Mayer and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by Tammy Groshong.

PLEDGE OF ALLEGIANCE

On behalf of the School Board, Aleisha Mollen presented Mrs. Eagle with an artist print and thanked her for her service on the School Board.

RECOGNITION OF SUSAN
EAGLE, SCHOOL BOARD
PRESIDENT

There was not a student representative present to report.

STUDENT REPRESENTATIVE
REPORT

Susan Erickson, of Petersburg-Wrangell Insurance, thanked the Board for the opportunity to speak to the Board and get an overview of the insurance policies. This year has been fairly quiet. The role of Petersburg Wrangell Insurance is to make sure that the policies meet the current needs of the district. One of the focal points this year is public access of school facilities after school hours. Ms. Erickson said that the auto liability is always a question: where does the district's liability stop and the volunteer or staff members' liability start. She said she'd be happy to attend a staff meeting to talk with the staff about the coverage. Property insurance had an increase for the first time within many years. SERRC and AKPEI both did a cost analysis on the district to determine replacement value. Hurricanes Irma and Jose will continue to impact the property insurance premiums. Paula Scott and Rhonda Kitter were both in Wrangell recently. The current focus with health care is on employee wellness. The district needs to weigh the cost of trainings against the premium credit savings provided by our insurance companies. Susan is working with APEI to offer a product for student laptop repair. APEI offers a \$1000 grant for safety training. APEI is willing to come and offer training to staff. Buildings may be re-appraised this year.

INSURANCE COVERAGE
REVIEW

Mrs. Taylor said that arts integration is one of her passions. At her last district She was charged with integrating arts into the schools. Her school went from one of the lowest performing in the county to being the only A rated school in the county. Art Integration is an approach to teaching that involves collaborative problem solving. There's a lot of peer teaching and active learning. Education has changed; our students need to be up moving and using their senses, this includes technology. Student engage in the creative process and take ownership, experimenting in learning and teaching others. Mrs. Taylor brought training DVD's with her. She has contacted the Juneau Arts Center and the Juneau School District to see if we could partner with them. Mrs. Groshong commended Mrs. Taylor on her efforts and feels Wrangell students could benefit from an arts integration program

ARTS INTEGRATION
PRESENTATION

There were no guests to be heard.

GUESTS TO BE HEARD

The agenda was approved as presented by unanimous consent.

APPROVAL OF AGENDA

Motion to approve the items on the consent agenda by Aleisha Mollen; seconded by Georgianna Buhler. Poll vote: Aleisha Mollen: Yes; Robert Rang: Yes; Georgianna Buhler: Yes; Tammy Groshong: Yes; Susan Eagle: Yes. Motion approved unanimously.

APPROVED THE ITEMS
ON THE CONSENT
AGENDA

- Approved the minutes of the August 21, 2017 Regular School Board Meeting and the September 11, 2017 Special School Board Meeting
- Offered Mikki Angerman a contract addendum for ten hours at her per diem rate to organize and host Migrant Family events.
- Offered Drew Larrabee a contract addendum in the amount of \$2,400.00 to serve as the Carl Perkins Grant Coordinator during the 2017-2018 school year
- Offered Lucy Moline-Robinson and Katrina Ottesen extracurricular contracts to serve as class advisors during the 2017-2018 school year, as presented, pending the receipt of a satisfactory criminal background check and a pre-employment drug test

- Offered Cody Angerman and Graham Gablehouse extracurricular contracts to serve as boys' basketball coaches during the 2017-2018 school year, as presented, pending the receipt of a satisfactory criminal background check and a pre-employment drug test.
- Approve the hire of Tawney Flores, Patrick Howell, Karey Losinski, and Elizabeth Roundtree as paraprofessionals with appropriate placement on the salary schedule, pending receipt of a satisfactory criminal background check.
- Released Stephanie Cartwright from her extracurricular contract for the duties of Middle School Yearbook Advisor

There was no correspondence to review.

Information & Reports were accepted by unanimous consent.

Motion support the AASB 2018 Resolutions as presented by Georgianna Buhler, seconded by Tammy Groshong. Poll vote: Robert Rang: Yes; Georgianna Buhler: Yes; Tammy Groshong: Yes; Aleisha Mollen: Yes; Susan Eagle: Yes. Motion approved unanimously.

Motion to accept the fiscal year 2018 budget as revised by Tammy Groshong; seconded by Georgianna Buhler. Poll vote: Georgianna Buhler: Yes; Tammy Groshong: Yes; Aleisha Mollen: Yes; Robert Rang: Yes; Susan Eagle: Yes. Motion approved unanimously.

The School Board discussed Board Policies 1312 and 4144, Public and Staff Complaints. Georgianna Buhler feels that these policies need to be reviewed after Negotiations. She would like them to be shared with the Advisory Committees for their input. Mrs. Buhler would like them to be reviewed in a work session prior to the November meeting.

Motion to offer a contract to Bob Hadaway, Special Education Consultant as presented by Tammy Groshong, seconded by Aleisha Mollen. Poll vote: Tammy Groshong: Yes; Aleisha Mollen: Yes; Robert Rang: Yes; Georgianna Buhler: Yes; Susan Eagle: Yes. Motion approved unanimously.

Reviewed the upcoming dates and meeting announcements.

Georgianna Buhler told the other board members that we need to make it a priority to get Thomas Alsbury confirmed. She suggested that the district purchase each Board Member a copy of his book.

Tammy Groshong and Aleisha Mollen are excited to hear about the arts integration program. Ms. Mollen thanked the school board candidates for running.

Robert Rang said he's heard great things about the secondary lunch program. He's also heard a lot of positive remarks about Bob Hadaway.

Tammy Groshong thanked Mr. Schwan for being creative with the Booster Club Fund Raisers.

Susan Eagle thanked the staff, public and board members for their support during her time on the board. She said that when she first joined the school board, meetings were held in the gym and there was no one in the audience

Motion to recess into Executive Session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the district, more specifically, Negotiations with Wrangell Teachers' Association by Aleisha Mollen; seconded by Tammy Groshong. Poll vote: Aleisha Mollen: Yes; Robert Rang: Yes; Georgianna Buhler: Yes; Tammy Groshong: Yes; Susan Eagle: Yes. Motion approved unanimously.

School Board President Susan Eagle invited Superintendent Mayer and Business Manager Pam Roope into the Executive Session.

Reconvened into Regular Session at 8:14 PM with no further action taken.

Meeting Adjourned at 8:14 P.M.

REVIEWED
CORRESPONDENCE

ACCEPTED INFORMATION &
REPORTS

SUPPORTED THE AASB
CALL FOR RESOLUTIONS

ACCEPTED THE FY'2018
BUDGET AS REVISED

DISCUSSED SCHOOL
BOARD POLICIES #1312
AND 4144, PUBLIC AND
STAFF COMPLAINTS

OFFERED A CONTRACT
TO BOB HADAWAY,
SPECIAL EDUCATION
CONSULTANT

REVIEWED DATES & MTG
ANNOUNCEMENTS

PRESIDENT'S REMARKS AND
COMMENTS FROM BOARD
MEMBERS

RECESSED INTO
EXECUTIVE SESSION AT
7:29 PM

RECONVENED INTO REGULAR
SESSION

ADJOURNED AT 8:14 PM


SECRETARY/TREASURER

PROCEEDINGS**MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING****October 5, 2017; 6:30 PM****Evergreen Elementary School Room 101-Intermediate**

Vice-president Tammy Groshong called the Special meeting of the Wrangell Public School Board to order at 6:30 PM on Thursday, October 5, 2017.

CALL TO ORDER

A quorum was determined with the following school board members present: Robert Rang, Tammy Groshong and Aleisha Mollen. Georgianna Buhler and Susan Eagle were absent, excused. Also present was Superintendent Patrick Mayer and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

Motion to approve the Negotiated Agreement with Wrangell Teachers Association as presented by Aleisha Mollen; seconded by Robert Rang.

Mr. Rang told the other Board Members that he felt that they needed defer action on the motion until they could discuss the matter in Executive Session. The other board members agreed.

Motion to recess into executive session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the district, more specifically, the Negotiated Agreement with Wrangell Teachers' Association by Aleisha Mollen; seconded by Robert Rang. Voice vote: All in favor, none opposed. Mrs. Groshong invited Superintendent Mayer into the executive session

**RECESSED INTO
EXECUTIVE SESSION AT
6:34 PM.**

Reconvened into Regular Session at 6:55 P.M.

**RECONVENED INTO REGULAR
SESSION AT 6:55 PM.**

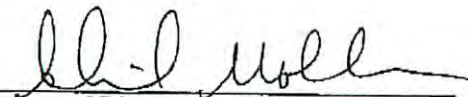
Motion on the floor: to approve the Negotiated Agreement with Wrangell Teachers Association as presented by Aleisha Mollen; seconded by Robert Rang. Poll vote: Aleisha Mollen: No; Robert Rang: No; Tammy Groshong: No. Motion failed.

**REJECTED APPROVAL OF THE
NEGOTIATED AGREEMENT
WITH WTA AS PRESENTED**

Motion to approve the Negotiated Agreement with Wrangell Teachers Association as presented changing Section 3 wording (of Article 13) from "The applicant must have a satisfactory evaluation on file" to "The applicants most recent Wrangell Public Schools' evaluation must reflect a proficient (3) overall rating." and keep the wording that an applicant not be on a plan of improvement and have no pending discipline issues and changing the second paragraph in Section 4 to change each instance of "administrator" to "administrator(s)" by Aleisha Mollen; seconded by Robert Rang. Poll vote: Robert Rang: Yes; Aleisha Mollen: Yes; Tammy Groshong: Yes. Motion approved.

**APPROVED THE NEGOTIATED
AGREEMENT WITH WRANGELL
TEACHERS ASSOCIATION AS
REVISED**

Meeting Adjourned at 7:00 P.M.

ADJOURNED AT 7:00 P.M.
SECRETARY/TREASURER

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING
NOVEMBER 20, 2017**

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

- Approved the Agenda as presented
- Approved the Items on the Consent Agenda as presented
 - Accepted the Minutes of the October 16, 2017 Regular School Board Meeting
 - Offered Odile Meister a contract addendum to teach Middle School Math
 - Approved the hire of Eric Gerald, Paraprofessional
- Accepted the Small Rural School Achievement Program Grant Award in the amount of \$3,029.00
- Appointed Kim Powell as Parliamentarian
- Accepted the fiscal year 2017 audit as presented
- Accepted the second reading of Board Policy 4111, Certified Staff Recruitment and Selection
- Accepted the first reading of Board Policy 4211, Classified Staff Recruitment and Selection
- Accepted the first reading of Board Policy 4311, Administrative Staff Recruitment and Selection
- Reviewed Board Policy 7311, Board Policies
- Adjourned



COMMUNITY FLYER

3rd Quarter 2017
Trey Acteson, CEO

1900 First Avenue, Suite 318
Ketchikan, Alaska 99901
P 907.228.2281
F 907.225.2287
www.seapahydro.org



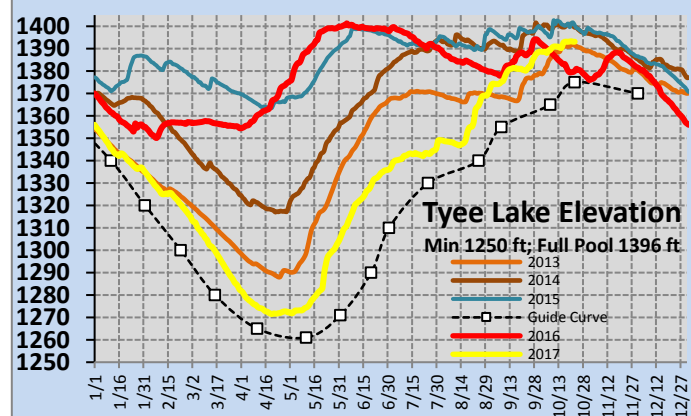
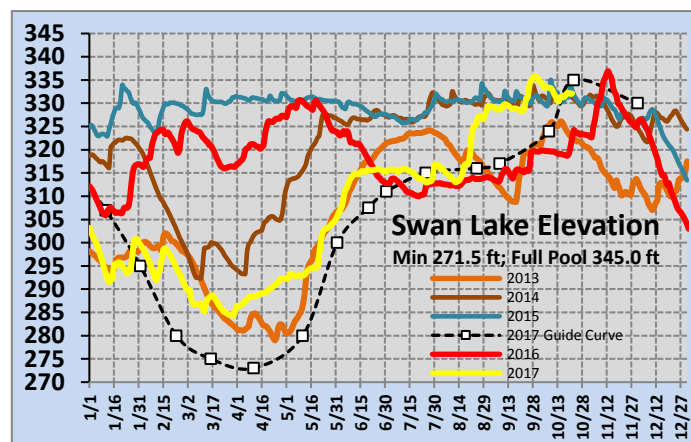
SEAPA's CEO testifies in Washington D.C.

LEGISLATIVE INITIATIVES: I testified before the House of Representatives Subcommittee on Federal Lands in Washington D.C. on October 11 in support of H.R. 219, the Swan Lake Hydroelectric Project Boundary Correction Act (Bill Sponsored by Congressman Don Young). The purpose of this bill is to correct a survey error and convey approximately 26 acres of National Forest Lands as they were originally intended to be transferred to the State of Alaska pursuant to the Alaska Statehood Act. The survey error was discovered in 2012 while SEAPA was performing due diligence for the Swan Lake Reservoir Expansion Project. Completing the transfer as originally intended will help ensure consistent management decisions related to the Swan Lake Project and ease administrative burdens.

As reported last quarter, SEAPA is part of a group of Alaska hydro project owners that collectively challenged a 71% increase in federal land use fees imposed by the Federal Energy Regulatory Commission (FERC). One of FERC's first actions after it established a quorum was to rule on the lands case. The ruling was a significant win for Alaska hydroelectric project owners. The Notice of Proposed Rulemaking (NOPR) broadens the area that land values are based, which should help stabilize any

future increases and lowers the existing increase by 25%. Our group recently filed follow-up comments to the NOPR under the subsequent comment period, requesting clarification that the adjustment be retroactive to last year and to establish a placeholder for future challenges if necessary.

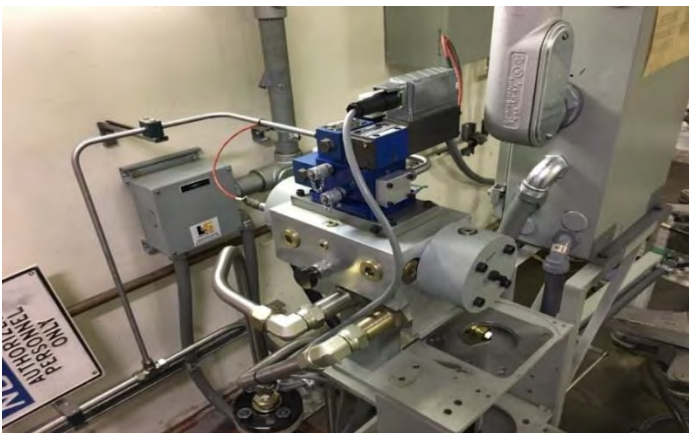
RESERVOIR LEVELS: SEAPA reservoir levels have recovered well since last spring and neither hydro project has spilled during this calendar year water cycle. We are already realizing the benefit of the Swan Lake Reservoir Expansion Project. As indicated on the trend chart below, an additional six feet of inflows were captured in the Swan Lake reservoir above the previous spillway elevation of 330 feet. This water would have been lost as spill in the past, but will now provide additional energy to offset any member utility's diesel generation.



3rd QUARTER ACTIVITIES: SEAPA maintains a robust renewal and replacement program to help ensure safety and long-term system reliability. Staff made great progress in the engineering, procurement, and execution of several important projects during the 3rd quarter.



All twelve (6 per turbine) needle restoring mechanism position feedback assemblies were replaced with an improved design that will enhance reliability and serviceability (brass colored).



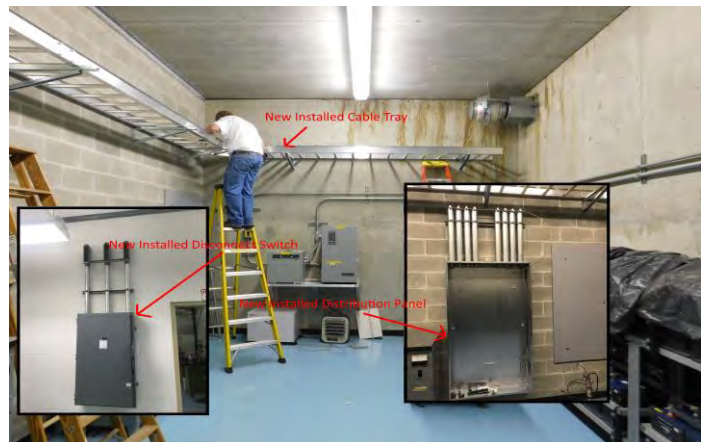
Tyee governor manifolds were replaced (blue part).



A damaged transformer bushing was replaced in Tyee Switchyard.



Replacement of 98kV Maximum Continuous Operating Voltage (MCOV) Surge Arresters located in the Bailey Substation.



Installation of a new 125VDC Distribution System at Swan Lake will create redundancy, increase reliability and enable standard maintenance to be performed without requiring a powerhouse outage.



Over 100 Tyee transmission line marker balls were updated with larger, higher visibility replacements. The old original balls were faded, and some had slipped in position. Marker balls are attached to overhead transmission lines to make them more visible in areas frequented by aircraft. This challenging removal and installation job required a specialty crew, with two linemen suspended on a longline from a helicopter!



Swan Lake Inundation Map and Emergency Action Plan Updates.

The Federal Energy Regulatory Commission (FERC) issued new formatting requirements for all Emergency Action Plans (EAP) in 2015. The Swan Lake EAP has been rewritten to conform to the new requirements. In addition, the EAP inundation study and maps were updated to reflect the new reservoir elevation of 345.0'. The EAP has been submitted to FERC for review and approval. Once approved by FERC, a new EAP will be issued to all plan holders. The new inundation study revealed the possibility of flood water elevations reaching the Dam access road and obstructing access to the Emergency Communications Building (ECB) in the most extreme possible inundation event (worst case). To address this concern, a foot trail was constructed to provide an alternative route from the domestic water storage tank to the ECB.

RECRUITMENT: SEAPA is currently recruiting for the position of Foreman at our remote Tyee Lake Power Station. Qualified applicants are encouraged to apply online through the SEAPA website.

CONTACT US: SEAPA is headquartered in Ketchikan and welcomes folks to stop by for a visit and look forward to sharing more about our role as your regional generation and transmission entity. We also invite you to visit our website at www.seapahydro.org, which is a great resource for further information.



Public Safety – Enhancement of Swan Lake dam access and plunge pool security gates. Cameras will also be added.



Engineering for Swan Lake marine bulkhead repairs is underway.

*SEAPA
Communities working together
to keep electric rates low!*



**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS MEETING MINUTES
October 18, 2017 - 5:30 p.m.
Location: Nolan Center**

CALL TO ORDER: Meeting was called to order at 5:30 by WMC CEO Robert Rang

ROLL CALL:

Present: Marlene Messmer, Maxi Wiederspohn, Rebecca (Lynne) Christiansen

Attending via Teleconference: Patrick Mayer

Absent: Olinda White

One open seat

(note: Jennifer Bates attended but did not count toward the quorum as she had not yet been sworn in)

Quorum established

Assembly representative Becky Rooney was not present

ORGANIZATION OF THE BOARD:

a. Election of officers

- I. President: Patrick Mayer sent a letter saying he would like to be considered, with no other nominations Patrick was elected with 4 yes votes (Olinda White was absent, one open seat, one unsworn member).
- II. Vice President: Olinda White was nominated and with no other nominations Olinda was elected with 4 yes votes.
- III. Secretary: Marlene Messmer indicated that she would be willing to serve as secretary, with no other nominations Marlene was elected with 4 yes votes.
- IV. Treasurer: Maxi Wiederspohn indicated that she would be willing to serve as treasurer, with no other nominations Maxi was elected with 4 yes votes.

b. Four Board Members signed and returned the confidentiality agreements

AMENDMENTS TO THE AGENDA: None

CONFLICT OF INTEREST: None

CONSENT ITEMS:

Motion made by Maxi Wiederspohn to approve consent item 6.a minutes of the regular meeting held September 20, 2017 and item 6.b Statistics for September 2017, Patrick Mayer seconded, passed unanimously.

PERSONS TO BE HEARD: None

CORRESPONDENCE: None

REPORTS AND COMMUNICATIONS FROM WMC STAFF:

QUALITY REPORT: In addition to a recap of the written report, Cathy Gross, RHIT, Quality Director, shared the Quality Achievement Award from Mountain Pacific (WMC is one of 7 facilities to earn a quality award – out of 18 facilities in the state). It was also noted that, because of size disparities of these facilities, the best measure of success at WMC is to constantly improve, relative to our own numbers, year to year.

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

BOARD OF DIRECTORS MEETING

October 18, 2017 - 5:30 p.m.

REPORTS AND COMMUNICATIONS FROM WMC STAFF: (Continued)

COMPLIANCE REPORT: None this month (quarterly), but Code of Conduct/Confidentiality Agreements were given to the board in the initial packet.

CFO REPORT: Clarified the written report:

- 11 days cash on hand can be attributed to 1) low volumes (though staff are working hard to also keep expenses down) and 2) higher accounts receivable – will be working with TruBridge during the weekly phone call to see what can be done to work on that. The cash on hand figure was as of late last week, and has actually increased with a recent payment by Medicare.
- The cost report indicates that Medicare will actually owe WMC roughly \$270,000. This is still 'in process', but is a change over the last few years where WMC had owed Medicare after filing of the cost report.

CEO REPORT: In addition to the written report:

- Welcomed our new board members, Lynne and Jennifer
- Thanked Terri, Bernie and Barb for their years of service on the Board

MEDICAL STAFF REPORT: No report this month

ACTION ITEMS: None this month

DISCUSSION ITEMS:

- a. Committee Appointments tabled until the November meeting

INFORMATION ITEMS:

- a. New Hospital Project Update:
 - BDO is ready for WMC Board/Borough Assembly presentation on Monday, November 6 at 5:30 pm, will discuss the debt load that WMC can afford to take on,
 - Rough costs are \$50 million for stick built and \$41 million for modular,
 - Recapped history/age of different sections of the building and reasons that renovation would not be feasible,
 - Quality of care is outstanding, but perception of aging building affects the community's perception of actual quality of care,
 - Difficult to recruit/retain staff and very difficult to encourage new residential admits in LTC.

BOARD COMMENTS:

Patrick Mayer: I'm looking forward to working with you as board president and look forward to working toward a new building.

Marlene Messmer: Welcome to our new members!

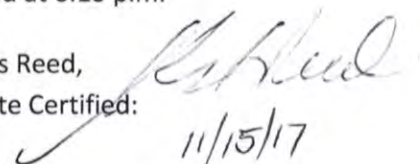
ADJOURN: With no further business, the regular meeting adjourned at 6:10 p.m.

Marlene Messmer



Kris Reed,

Date Certified:



11/15/17

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

DAN SULLIVAN
ALASKA



UNITED STATES SENATE
WASHINGTON, D.C. 20510

6f

October 31, 2017

Lisa Von Bargaen
Manager
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929-0531

Dear Lisa,

Please accept my heartfelt congratulations for receiving the *2017 Community of the Year* award from the Southeast Conference. This achievement recognizes the hard work and commitment that the community and its leaders have shown to the citizens of Wrangell. When faced with adversity, the community banded together to create a new and viable economy that will positively shape Wrangell's future. You have epitomized the Alaskan spirit.

I wish you all the best in your continued success. Please let me know if I can ever be of assistance.

Sincerely,

A handwritten signature in blue ink that reads "Dan".

Dan Sullivan
United States Senator

Congrats again
Lisa. Great
job! - Dan



File Code: 1570

Date: November 13, 2017

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

Dear Ms. Von Bargaen:

Enclosed is my consolidated response to the five objections I received to the Final Environmental Impact Statement (FEIS) and Draft Record of Decision (Draft ROD) for the Wrangell Island project. The Draft ROD was released by the Tongass Forest Supervisor, who is the Responsible Official for the project. In accordance with Forest Service regulations at 36 C.F.R. § 218.3(a), I am the Reviewing Officer for the objections that were submitted.

I received the following objections to the Wrangell Island project:

- No. 17-10-00-0010 A218: submitted by Bruce Smith;
- No. 17-10-00-0011 A218: submitted by George Woodbury;
- No. 17-10-00-0012 A218: submitted by Owen Graham, Alaska Forest Association;
- No. 17-10-00-0013 A218: submitted by Holly Harris, Earthjustice;¹ and
- No. 17-10-00-0014 A218: submitted by Lisa M. Von Bargaen, City and Borough of Wrangell.

I have conducted a review of the objections and the Wrangell Island Draft ROD, FEIS, and project record in accordance with the Forest Service pre-decisional, administrative review procedures at 36 C.F.R. 218, Subparts A and B.

As indicated in the enclosed response, while I believe the FEIS and project record sufficiently support the Responsible Official's proposed decision with regard to the issues raised in the objections, I do believe there are some things that should be clarified in the Final ROD for the project and/or in the project record so that the effects of the project are clearly and concisely summarized and articulated. In addition, I believe it is prudent to move forward with the remedies proposed by the Responsible Official at the objection resolution meeting. Therefore, by copy of this response, I am directing the Responsible Official to complete the following before signing the Final ROD for the Wrangell Island project:

- 1) Document the decision to keep the 1.2-mile segment of road 50024 open to the public, as displayed in Enclosure 1 to this response.
- 2) Document the decision to move forward with the proposed remedy offered at the objection resolution meeting, discussed on page 3 of this response [and displayed in Enclosure 2 to this response]. This includes moving forward with approximately 5 to 7 MMBF of economically

¹ Submitted on behalf of Alaska Rainforest Defenders, Alaska Wilderness League, Cascadia Wildlands, Center for Biological Diversity, Defenders of Wildlife, Natural Resources Defense Council, Sierra Club, Southeast Alaska Conservation Council, and Women's Earth and Climate Action Network.



viable timber (the harvest of approximately 428 acres) and deferring the remaining harvest units pending additional analysis in the future (either as a Supplement to the Wrangell Island FEIS or as a separate, new analysis).

- 3) Update the Final ROD (including Table 2) and any other necessary project record documentation to reflect the Selected Alternative with the harvest units deferred.
- 4) Review the deer numbers in the Wildlife Resource Report and the Subsistence Resource Report and correct and/or clarify any discrepancies in those numbers.
- 5) Review the analyses in the Wildlife Resource Report, the BA/BE, and the FEIS and include more meaningful and concise conclusions on the potential effects of the project alternatives on wildlife, including the red-backed vole, marten, deer, wolves, and goshawks, in the Final ROD and/or appropriate documentation in the project record, such as addendums to the Wildlife Resource Report and BA/BE. This review should consider any additional protections afforded by IRAs and the Tongass 77 Watershed, as well as the decision to defer the majority of the harvest units from the Selected Alternative at this time. These summary statements/conclusions should specifically discuss whether the project's effects are likely to alter existing population trends, contribute to current trends, or not alter trends, with rationale for those conclusions.
- 6) Review the information related to the red-backed vole submitted in the Earthjustice, et al. objection to determine if the analysis in the Wrangell Island FEIS is still sound, and document that review in the Final ROD and/or project record.
- 7) Correct and/or clarify the conclusion on page 96 of the FEIS regarding the effects of the project on goshawk nesting and foraging habitat, which appears to be inconsistent with the analysis in the FEIS and project record.

Once the Responsible Official has complied with these instructions, he may proceed with signing the Final ROD for the Wrangell Island project [36 C.F.R. § 218.12(b)].

My review constitutes the final administrative determination of the Department of Agriculture with regard to the objections raised to the Wrangell Island project. No further review from any other Forest Service or USDA official is available [36 C.F.R. § 218.11(b)(2)].

Sincerely,



BETH G. PENDLETON
Regional Forester

Enclosures

cc: Earl Stewart, Robert Dalrymple



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

6h

**Department of
Administration**

DIVISION OF RETIREMENT AND BENEFITS

6th Floor State Office Building
333 Willoughby Avenue
P.O. Box 110203
Juneau, AK 99811-0203
FAX: (907) 465-3086
Phone: (907) 465-4460
Toll-Free: (800) 821-2251

November 9, 2017

Lee Burgess
Finance Director
City and Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929-0531

Dear Mr. Burgess,

In accordance with Alaska Statutes (AS) 39.35.004 and AS 39.30.150, the Division of Retirement and Benefits (Division) auditors conducted a Public Employees' Retirement System (PERS) and State of Alaska Supplemental Annuity Plan (SBS) audit for the City and Borough of Wrangell (CBW) to determine compliance with the retirement systems. We would like to thank you for your effort and time assisting the Division with the audit.

We conducted this compliance audit using guidance from the International Standards for the Professional Practice of Internal Auditing and in accordance with Generally Accepted Government Auditing Standards (Division audits are not peer reviewed, though they are reviewed yearly for reliance by pension system external auditors). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions.

In our capacity as Division auditors, we reviewed information required by AS 39.35.004 and AS 39.30.150 from a participating employer. Responsibility for both the accuracy of the data and completeness of the information reviewed rests with CBW management.

We did not identify any issues of noncompliance. We congratulate CBW on an error free audit and thank you for your commitment to PERS and SBS compliance.

If you have any questions, please contact me by phone at (907) 465-4469, toll-free (800) 821-2251 or via e-mail at Nimeri.Denis@alaska.gov. Thank you for taking time out of your busy schedule to assist the Division during the audit. We look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Nimeri M. Denis".

Nimeri M. Denis
Audit and Review Analyst II

The Manager's Report
for this meeting will be
distributed on or before
the Assembly Meeting.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---------------------------|------------|----------|-------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 8 | <u>Date</u> | December 5, 2017 |
| <u>SUBMITTED BY:</u> | | | | |
| | | | | |
| | | | | |
| Kim Lane, Borough Clerk | | | | |
| | | | | |

CALENDAR:

- | | |
|-------|---|
| 12-6 | PARKS & RECREATION WORKSHOP (Prioritizing project tasks) @6pm in the Assembly Chambers (Regular meeting will follow at 7pm) |
| 12-7 | Port Commission mtg., scheduled for 7pm in the Assembly Chambers |
| 12-12 | Regular Assembly mtg. – CANCELED per Assembly action |
| 12-14 | P&Z mtg., scheduled for 7pm in the Assembly Chambers |
| 12-20 | Hospital Board mtg., scheduled for 5:30 pm at the Nolan Ctr. |

SEAPA Board meeting to be held in Ketchikan on December 14th

This is our last Assembly meeting for the year! Have a very Merry Christmas and a very Happy New Year!!

Below are City Hall's holiday hours:

- Closes at 3:00 pm on Friday, December 22, 2017
- Closed on Monday, December 25, 2017 in observance of Christmas Day
- Closed to the general public due to year end records maintenance and general maintenance from December 26- Dec 29, 2017
- Closed on Monday, January 1, 2018 in observance of New Year's Day



City & Borough of Wrangell, Alaska

Paid Employee Holidays

2018

January 1st - New Year's Day Observed

January 15th - Martin Luther King Day

February 19th - Presidents' Day

March 26th - Seward's Day

May 28th - Memorial Day

July 4th - Independence Day

September 3rd - Labor Day

November 12th - Veterans Day Observed

November 22nd & 23rd -

Thanksgiving Observed

December 25th - Christmas Day

Employees are allowed one
one paid Floating Holiday per
Calendar Year

| January | February | March | April |
|----------------------|----------------------|----------------------|----------------------|
| S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S |
| 1 2 3 4 5 6 | 1 2 3 | 1 2 3 | 1 2 3 4 5 6 7 |
| 7 8 9 10 11 12 13 | 4 5 6 7 8 9 10 | 4 5 6 7 8 9 10 | 8 9 10 11 12 13 14 |
| 14 15 16 17 18 19 20 | 11 12 13 14 15 16 17 | 11 12 13 14 15 16 17 | 15 16 17 18 19 20 21 |
| 21 22 23 24 25 26 27 | 18 19 20 21 22 23 24 | 18 19 20 21 22 23 24 | 22 23 24 25 26 27 28 |
| 28 29 30 31 | 25 26 27 28 | 25 26 27 28 29 30 31 | 29 30 |
| May | June | July | August |
| S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S |
| 1 2 3 4 5 | 1 2 | 1 2 3 4 5 6 7 | 1 2 3 4 |
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| 13 14 15 16 17 18 19 | 10 11 12 13 14 15 16 | 15 16 17 18 19 20 21 | 12 13 14 15 16 17 18 |
| 20 21 22 23 24 25 26 | 17 18 19 20 21 22 23 | 22 23 24 25 26 27 28 | 19 20 21 22 23 24 25 |
| 27 28 29 30 31 | 24 25 26 27 28 29 30 | 29 30 31 | 26 27 28 29 30 31 |
| September | October | November | December |
| S M T W T F S | S M T W T F S | S M T W T F S | S M T W T F S |
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| 2 3 4 5 6 7 8 | 7 8 9 10 11 12 13 | 4 5 6 7 8 9 10 | 2 3 4 5 6 7 8 |
| 9 10 11 12 13 14 15 | 14 15 16 17 18 19 20 | 11 12 13 14 15 16 17 | 9 10 11 12 13 14 15 |
| 16 17 18 19 20 21 22 | 21 22 23 24 25 26 27 | 18 19 20 21 22 23 24 | 16 17 18 19 20 21 22 |
| 23 24 25 26 27 28 29 | 28 29 30 31 | 25 26 27 28 29 30 | 23 24 25 26 27 28 29 |
| 30 | | | 30 31 |

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|-----------------------------|------------|----------|-------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 9 | <u>Date</u> | December 5, 2017 |
| Mayor and Assembly Business | | | | |
| <u>SUBMITTED BY:</u> | | | | |
| | | | | |
| Kim Lane, Borough Clerk | | | | |
| | | | | |
| <u>ATTACHMENTS:</u> | | | | |
| None. | | | | |

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

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---|------------|-----------|-------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 10 | <u>Date</u> | December 5, 2017 |
| Mayor and Assembly Appointments | | | | |
| <u>SUBMITTED BY:</u> | | | | |
| Kim Lane, Borough Clerk | | | | |
| | | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. Letter of Interest from Assembly Member David Powell (SSRAA Board) | | | | |

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 City Boards and Committee Appointments**

- Planning & Zoning Commission (unexp. until 10-2019)
- Planning & Zoning Commission (unexp. until 10-2020)
- Wrangell Convention & Visitors Bureau (unexp. until 10-2020)

There were no letter's received for the above vacancies.

Appointments to be filled by the Mayor with the consent of the assembly for the various seats with.

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ to fill the vacancy on the _____ for the term up until October _____.

➤ **Item 10b** Nomination of an Assembly Member to the SSRAA (Southern SE Regional Aquaculture Association) Board of Directors

This would be a *nomination* of an Assembly Member to the Southern Southeast Regional Aquaculture Association (SSRAA) Board – Municipal Seat for a term ending December 2019.

Assembly Member David Powell has expressed interest in being nominated for this seat. His Letter of Interest is attached.

If nominated, we would send a nomination letter to the SSRAA Board and the board would then vote to appoint a member to the municipal seat.

David L. Powell
P.O. Box 2159
Wrangell, AK 999929-2159

November 28, 2017

Southern Southeast Regional Aquaculture Association, Inc.

14 Borch Street

Ketchikan, AK 99901

To Whom it May Concern:

Please accept this as my letter of interest in serving on the Southern Southeast Regional Aquaculture Association, Inc. Board of Directors.

I am a current elected official on the Wrangell Borough Assembly and am interested in the municipal seat that is open.

Although I have retired from the Dungeness crab and halibut fisheries, I have great interest in the aquaculture industry. One of my sons works as a deckhand on a seine boat and another son runs a crab boat based out of Wrangell. I have several nephews who gillnet in Southern Southeast Alaska. I also enjoy sport fishing with my family.

I manage the Bay Company and Southeast Auto and Marine, which cater to the commercial, sport and subsistence fishing industry in Southeast Alaska. Although SE Auto and Marine is only located in Wrangell, the Bay Company has locations in Wrangell, Craig and Ketchikan.

I have experience serving on multiple boards: Wrangell Borough Assembly, Wrangell Parks & Recreation, Stikine Sportsmen's Association, Wrangell Friends of the NRA and Wrangell Little League. I am confident that I can objectively serve the population which I would represent.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'David L. Powell', with a stylized flourish at the end.

David L. Powell

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---|------------|--|--------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13a | <u>DATE:</u> | December 5, 2017 |
| Approval to Waive Section 16.08.240 of the Wrangell Municipal Code Requiring Assembly Approval of Tideland Lease Assignments for the Consent to Assignment of Lease for Financing Purposes from Don Sorric to First Bank for Lot 1, Wrangell Marine Service Center | | | | |
| <u>SUBMITTED BY:</u> | | <u>FISCAL NOTE:</u> | | |
| Lisa Von Bargen, Borough Manager | | Expenditure Required: | | |
| | | \$0 | | |
| | | Amount Budgeted: | | |
| | | \$0 | | |
| | | Account Number(s): | | |
| | | N/A | | |
| | | Account Name(s): | | |
| | | N/A | | |
| | | Reviews/Approvals/Recommendations | | |
| Commission, Board or Committee | | Unencumbered Balance(s) (prior to expenditure): | | |
| Name(s) | | \$0 | | |
| | | | | |
| <input checked="" type="checkbox"/> | Attorney | | | |
| <input type="checkbox"/> | Insurance | | | |
| | | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. WMC Section 16.08.240 | | | | |

RECOMMENDATION MOTION:

Do not approve waiver of Section 16.08.240 of the Wrangell Municipal Code requiring Assembly approval of Tideland Lease Assignments for the Consent to Assignment of Lease for Financing Purposes from Don Sorric to First Bank for Lot 1, Wrangell Marine Service Center.

SUMMARY STATEMENT:

The CBW Administration and Attorney have been “deadlocked” for weeks with First Bank regarding the Consent to Assignment of Lease Agreement for Lot 1, Wrangell Marine Service Center. The Lessor of Lot 1 has applied for a loan from First Bank for improvements to the lease area – specifically pouring concrete work pads (as required by the CBW and OSHA). First Bank has requested approval of a Consent to Assignment of Lease for Security Purposes. In short, this allows the bank to automatically

assume the position of Lessee if the current Lessee should default. This is a standard tool used by banks to ensure the security of improvements on leased property. There is no issue with this request.

However, First Bank is mandating the assignment document grant them the right to re-assign the lease to whomever they choose. Administration and the Borough Attorney have been unwilling to stipulate this term because it directly violates Section 16.8.240 of the Wrangell Municipal Code which states, "Any lessee may assign the lease; provided, that the proposed assignment shall be first approved by the assembly." In the combined (nearly) 50 years of municipal lease experience of the Attorney and Manager, this is a standard condition and is routinely (if not always) required by municipalities as part of consent documents like this. The Manager has never previously seen a financial institution take issue with a municipality retaining the right to approve an assignment.

First Bank has stated this is an unacceptable condition and makes the lease worthless to a lender, despite Wrangell agreeing to language that states the assignment of a lease will not be unduly withheld. First Bank has indicated the loan with the current lessee will not be approved without this language. Their staff has further suggested they would not loan on any lease again in Wrangell unless the Borough makes this change.

Given we are at an impasse, this matter is being brought to the Assembly. Administration does not have the ability to waive a section of the code. If there were no third party involved in this issue Administration and the Attorney would be standing resolute in requiring the code be followed and the Assembly retain the right to approve all assignments. However, this decision could significantly impact a member of the business community. As such this decision should not be taken lightly.

The bank will undoubtedly vet the financial capacity of the person to whom the lease would be assigned by them. And, at this time, the likelihood of default by the existing lessee is very low. However, there may be other reasons why a potential assignee is not suitable. For instance, perhaps they already have a lease at the marine service yard and are prohibited from having another.

Waiving this code requirement may be seen as a precedent-setting decision that could be challenged by other lessees wishing to assign a lease without the "hassle" of Assembly approval.

Administration is not in favor of waiving this requirement. Conversely, Administration sees the Borough's role as one to facilitate the growth of business, not restrict it. First Bank has put the Borough in a position where a decision to retain our right to approve a lessee, potentially hurts a current, and future business owners by limiting the financial institutions willing to lend for certain commercial purposes.

16.08.240 Assignment.

Any lessee may assign the lease; provided, that the proposed assignment shall be first approved by the assembly. The assignee shall be subject to all of the provisions of the lease and the assignor shall not be relieved of his obligations thereunder. [Ord. 361 § 5, 1977; prior code § 45.40.220.]

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|--|--|--|--------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13b | <u>DATE:</u> | December 5, 2017 |
| Approval to Issue Request for Proposals for Healthcare Consulting Services | | | | |
| <u>SUBMITTED BY:</u> | | <u>FISCAL NOTE:</u> | | |
| Lisa Von Bargaen, Borough Manager | | Expenditure Required: | | |
| | | TBD | | |
| | | Amount Budgeted: | | |
| | | \$0 | | |
| | | Account Number(s): | | |
| | | TBD | | |
| | | Account Name(s): | | |
| | | TBD | | |
| <u>Reviews/Approvals/Recommendations</u> | | TBD | | |
| <input checked="" type="checkbox"/> | Hospital Board (recommendation attached) | Unencumbered Balance(s) (prior to expenditure): | | |
| | | TBD | | |
| | | | | |
| n/a | Attorney | | | |
| n/a | Insurance | | | |
| | | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. Recommendation by the Wrangell Medical Center Board of Directors 2. Draft Non-Binding Agreement between SEARHC and CBW | | | | |

RECOMMENDATION:

Move to Approve Issuance of Request for Proposals for Healthcare Consulting Services.

SUMMARY STATEMENT:

The Assembly held a joint work session with the Wrangell Medical Center Board of Directors on November 6th. The purpose of the work session was to discuss the initial financial feasibility assessment by BDO of a new hospital facility. Additional discussion regarding the operating structure of the hospital also took place. Members of both bodies agree the current healthcare climate necessitates serious consideration of a change in operational management of healthcare. Exploring concepts in this realm is complex and will require significant due diligence on the part of the CBW and WMC Administrations and the respective Assembly and Board. It is **IMPERATIVE** that a transparent

evaluation process be put in place that includes hospital employees and public meetings where the community can understand the process, ask questions and provide input.

Two options being considered for moving to a new operating platform include: a) issuance of an RFP that would go out to the healthcare management market; and b) entering into a non-binding agreement with SEARHC to explore what a health partnership between the CBW, the WMC and SEARHC could look like.

At the work session the Assembly asked the WMC Board of Directors to provide a recommendation about the options being considered. The WMC Board held a meeting on November 15th. The formal recommendation offered by the Board is attached for Assembly review. In brief, the letter includes two key points:

- A thorough review process should be followed with the help of a consultant hired by the Borough; and
- Shared oversight of healthcare should remain in place.

Administration has been strongly supportive of a competitive process that would use an RFP to go out to the healthcare management marketplace to look for solutions from a number of potential partners. **HOWEVER**, there are several compelling reasons why Administration is now recommending an exploration with SEARHC. 1) SEARHC is already an established healthcare entity in the community; 2) SEARHC has expressed considerable interest in expanding their presence in Wrangell; 3) SEARHC is willing to provide financial resources to explore facility and operational healthcare options in the community; 4) the contract with SEARHC for doctors at the hospital allows for a 4-physician need to be handled by a 1.5 FTE thus saving the hospital money; 5) SEARHC owns the clinic which has extra and common space that could be used in a “campus” type approach to a new facility, thus reducing the footprint and cost of a new hospital facility; 6) SEARHC organizational status provides for a higher reimbursement rate for services, thus increasing healthcare revenue; and 7) SEARHC currently purchases services from WMC in the amount of \$4 Million – a third of the hospital’s gross operating revenue.

While in Anchorage at the Alaska Municipal League conference the Manager was able to meet with representatives of two legal firms specializing in healthcare mergers, acquisitions and related work. Both are very interested in working with Wrangell through this process. Both firms were advised the Borough would need to issue an RFP for services. This agenda item is in place to obtain approval from the Assembly to officially begin this process. Administration is in the process of developing the RFP which will be complete and ready for issuance by the end of the week. The RFP will be written such that consulting services are provided in a phased manner. The suggested phases are:

Phase I: Review of Non-Binding Agreement with SEARHC and all related documents and actions that may arise as part of this partnership exploration;

Phase II: Review of Results & Recommendations that result from joint exploration process with SEARHC;

Phase III: If a relationship with SEARHC is found to be in the best interest of the community – Development of legal documentation and oversight of process necessary to complete the third party relationship in whatever form that takes.

SEARHC has provided the CBW with a draft non-binding agreement. It is attached to this agenda statement for review. This document states “confidential” on it, but staff was granted permission from SEARHC to release the document publically. It is not being brought to the Assembly for action at this time as its review will be part of the first phase of work for a legal consultant being brought on board.

Administration is recommending the RFP be released by the end of this week. Action on award of a professional services agreement may require calling a special meeting. It may also have to wait until the first meeting in January. Given this timeframe, staff anticipates bringing the non-binding agreement back to the Assembly for approval within the month of January.

SEARHC also has a proposal from an architectural firm to look at a “joint campus” approach leading to a new concept for the hospital facility. SEARHC has agreed to fund this activity. A decision needs to be made if the Borough wants to partner financially with SEARHC on this effort. This too will be brought back to the Assembly for action.

Finally, Administration will be working on a public outreach plan to ensure an open and transparent process.

In summary, Administration is seeking approval from the Assembly to issue an RFP for healthcare consulting services to provide review and guidance assistance in this process.

13b-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

November 15, 2017

Mayor Dave Jack,
City & Borough Assembly
PO Box 503
Wrangell, AK 99929

Dear Mayor Jack and Borough Assembly,

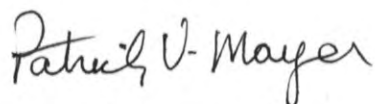
Given the current financial status of WMC, and current and future
climate for healthcare and healthcare reimbursement funding, the
Wrangell Medical Center Board recommends the following:

That the Borough look at the feasibility of a third-party relationship
with regards to provision of Critical Access Care and Long Term Care
services to the community of Wrangell;

This relationship could be through a process based on the
recommendation of a consultant hired by the Borough to assist in the
negotiations.

The relationship should include retention of shared oversight, by the
Borough Assembly, such that the relationship may be altered if it
becomes apparent that the community is not receiving the
appropriate level of healthcare services.

We look forward to working with the borough as we navigate this
important transition of health care in Wrangell.



Patrick Mayer,
President, WMC Board

*Caring for
Southeast*

CONFIDENTIAL
DISCUSSION DRAFT
11-27-17

LETTER OF INTENT

This letter of intent (“**Letter of Intent**”), which is effective as of December ____, 2017 (the “**Effective Date**”), sets forth a nonbinding agreement in principle between **SouthEast Alaska Regional Health Consortium** (hereinafter referred to as “**SEARHC**”), a nonprofit tribal organization comprised of federally-recognized Alaska Native tribes, and **the City and Borough of Wrangell, Alaska** (hereinafter referred to as “**CITY**”). Each of CITY and SEARHC is hereinafter individually termed a “**Party**,” and collectively they are termed the “**Parties**.”

Recitals.

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

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

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

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

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

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

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

Section 1. Purpose and Objectives for the Proposed Transaction.

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

Transaction and (ii) then reach agreement on the next steps to be taken before developing mutually acceptable, legally binding definitive agreements (hereinafter referred to as the “**Definitive Agreements**”).

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

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

- 1.12 Enable the new healthcare entity to meet SEARHC's Indian Health Service legal and funding obligations as well as allow for community input for the maintenance or provision of services within Wrangell.
- 1.13 No terms of the Proposed Transaction, and nothing in the Definitive Agreements, shall require, or be interpreted to require, CITY or SEARHC to conduct any activity or take any action that could cause it to contravene or compromise its philosophy, mission, or values.

Section 2. Nonbinding Letter of Intent; Binding Provisions

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

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

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

- 2.2 Exclusive Dealing Until the Termination Date. Until the Termination Date, SEARHC and CITY agree that neither shall, directly or indirectly, solicit or negotiate any potential merger, acquisition, consolidation, affiliation, lease arrangement, partnership or other relationship with any other entity (collectively, a "**Transaction**") that would be in lieu of the Proposed Transaction being pursued

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

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

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

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

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

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

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

Section 3. Other Provisions

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

- 3.2** No Violation. Each Party has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with or prohibit the transactions contemplated hereby. This Letter of Intent, and the transactions contemplated hereby, will not violate any contract, agreement, or commitment binding on either Party.
- 3.3** Effect. SEARHC and CITY understand that the detailed terms of the transaction and the preparation of Definitive Agreements remain to be developed and agreed upon. Effecting the Proposed Transaction is contingent upon the final negotiation of those terms and the Definitive Agreements, satisfactory due diligence, regulatory approvals, formal approval by the SEARHC board and any other parties as SEARHC determines and the Wrangell Borough Assembly, and the execution of satisfactory Definitive Agreements, at the discretion of each.
- 3.4** No Waiver. No failure or delay by a Party in exercising its rights under this Letter of Intent shall operate as a waiver hereof, nor shall a waiver of any single right or remedy preclude exercise thereof or of any other right or remedy.
- 3.5** Governing Law. This Letter of Intent shall be governed by and construed and enforced in accordance with the laws of the State of Alaska, without giving effect to the principles of conflict of laws thereof.
- 3.6** Entire Agreement; Amendment; Notices. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter thereof. Except as otherwise provided herein, the Binding Provisions may be amended or modified only by a document executed by each Party.

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

If to CITY:

Lisa Von Bargaen
City Manager
Wrangell, Alaska

If to SEARHC:

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

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

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

**SouthEast Alaska Regional Health
Consortium**

City and Borough of Wrangell

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

Confidentiality and Nondisclosure Agreement

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (hereinafter referred to as the “Agreement”) is by and between SouthEast Alaska Regional Health Consortium (hereinafter referred to as “SEARHC”) and City and Borough of Wrangell (hereinafter referred to as “CITY”).

Recitals.

WHEREAS, SEARHC possesses certain proprietary financial, economic, and business information relating to SEARHC’s practice, operations, policies, procedures, and methodologies; and

WHEREAS, CITY possesses certain proprietary financial, economic, and business information relating to CITY’s operations, policies, procedures, and methodologies; and

WHEREAS, SEARHC and CITY would like to exchange such information for the purpose of evaluation and analysis in order to determine whether SEARHC and CITY would like to enter into a business transaction or relationship.

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

1. CITY agrees to keep any information concerning SEARHC that is furnished by or on behalf of SEARHC, whether furnished before, at the time of, or after the date of this Agreement (collectively, the “SEARHC Information”) in strict confidence [and not to disclose or otherwise use the SEARHC Information for any purpose other than for the performance of the evaluation herein described]. Further, CITY hereby agrees it will not disclose or otherwise transmit SEARHC Information (or any portion) to any individual or entity or disclose the contents of the Letter of Intent, except to those of CITY’s employees, attorneys, agents, accountants, financial advisers, sources of financing, and any others having a reasonable need to know. Accordingly, CITY agrees to treat the SEARHC Information that it receives as it would its own proprietary information and to take all reasonable precautions to prevent the unauthor-

ized disclosure to any third party of the SEARHC Information and City shall take all actions allowed by applicable law to protect the SEARHC information from disclosure under any public disclosure laws.

2. SEARHC agrees to keep any information concerning CITY that is furnished by or on behalf of CITY, whether furnished before, at the time of, or after the date of this Agreement (collectively, the “CITY Information” and together with the SEARHC Information, the “Information”) in strict confidence and [not to disclose or otherwise use the CITY Information for any purpose other than for the performance of the evaluation herein described]. Further, SEARHC hereby agrees it will not disclose or otherwise transmit CITY Information (or any portion) to any individual or entity or disclose the contents of the Letter of Intent, except to those of SEARHC’s employees, agents, attorneys, accountants, financial advisers, sources of financing, and any others having a reasonable need to know. Accordingly, SEARHC agrees to treat the CITY Information that it receives as it would its own proprietary information and to take all reasonable precautions to prevent the unauthorized disclosure to any third party of the CITY Information.

3. Each Party agrees that the Information may be disclosed to such Party’s directors, board members, officers, employees, agents, attorneys, accountants, financial advisers, sources of financing and others having a reasonable need to know such Information for the purposes of performing the evaluation herein described (it being agreed that such directors, board members, officers, employees, agents, attorneys, accountants, and other advisers shall be informed by such Party of the confidential nature of the Information and that by receiving such Information, such Parties are agreeing to be bound by the terms of this Agreement).

4. The Information provided by each Party for the purpose of this evaluation remains the property of the providing Party and, if requested, will be returned promptly; provided, however, that SEARHC will be entitled to retain, and shall not be obligated to destroy, any legal, financial, or other analyses and similar work product it independently produces in respect of its evaluation of a Proposed Transaction even if based upon Information provided by CITY.

5. Unless a Party has obtained the prior written consent of the other Party, such Party will not, and will direct its directors, officers, employees, agents, attorneys, accountants, financial advisers, financing sources and others having a reasonable need to know not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between SEARHC and CITY or any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof.

6. The above notwithstanding, each Party's obligation of confidence with respect to the Information disclosed hereunder (including items described in Section 3 above) shall not include:

- (a) Information that, at the time of disclosure, is published, known publicly, or is otherwise in the public domain;
- (b) Information that, after disclosure, is published or becomes known publicly or otherwise becomes part of the public domain, through no fault of the Party to whom the Information was disclosed;
- (c) Information that, prior to the time of disclosure, is known to the Party who received the Information, as evidenced by its written records;
- (d) Information that has been or is disclosed in good faith by a third party who was not or is not under any obligation of confidence or secrecy to the disclosing Party at the time such third party disclosed such Information; and
- (e) Information that is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

7. If either Party is requested (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any of the Information (the "Disclosing Party") to which it owes an obligation of confidence, then the Disclosing Party agrees to notify the other Party (the "Non-Disclosing Party") promptly of such request(s) and the documents requested thereby so that the Non-Disclosing Party may seek an

appropriate protective order and/or waive in writing the Disclosing Party's compliance with the provisions of this Agreement. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder, the Disclosing Party is nonetheless, in the opinion of the Disclosing Party's counsel, compelled to disclose any of the Information to which it owes an obligation of confidence or else stand liable for contempt or suffer other penalty from any tribunal or governmental or similar authority, the Disclosing Party may disclose such information without liability hereunder; in such a case, the Disclosing Party shall give the Non-Disclosing Party written notice of the Information to be so disclosed as far in advance of its disclosure as is practicable and shall cooperate with the Non-Disclosing Party's efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information required to be disclosed.

8. At any time upon a Party's request, the other Party shall promptly redeliver all Information whether in such Party's possession or the possession of such Party's directors, officers, employees, agents, attorneys, accountants, financial advisers, financing sources or others that have a reasonable need to know; provided, however, that SEARHC will be entitled to retain, and shall not be obligated to destroy, any legal, financial, or other analyses and similar work product it independently produces in respect of its evaluation of a Proposed Transaction even if based upon Information provided by CITY. All documents, memoranda, notes, and other writings whatsoever (including all copies, extracts, or other reproductions) prepared by a Party or such Party's advisers based on the Information shall be destroyed upon the request of the other Party. The redelivery of such material shall not relieve a Party of its obligation of confidentiality or other obligations hereunder.

9. The disclosure of the Information pursuant to this Agreement shall not result in any obligation on the part of either Party to enter into any future agreement relating to such Information or to undertake any other obligation not specifically set forth in a written agreement signed by the Parties.

10. It is understood and agreed that no failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege.

11. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that the non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. In any action between the Parties to enforce any terms or provisions of this Agreement, the prevailing Party in the action shall be entitled to reimbursement of its reasonable costs and expenses, including, without limitation, costs, expenses, and reasonable attorneys' fees.

12. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alaska, without giving effect to the principles of conflict of laws thereof.

13. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon one instrument.

IN WITNESS WHEREOF, the Parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

**SouthEast Alaska Regional Health
Consortium**

City and Borough of Wrangell

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|--|--------------------------------|------------------------------|--|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13c | <u>DATE:</u> | December 5, 2017 |
| Approval of Contribution in the Amount of \$5,000 toward the Tongass National Forest Roadless Rule Appeal | | | | |
| <u>SUBMITTED BY:</u> | | <u>FISCAL NOTE:</u> | | |
| | | Expenditure Required: | | |
| | | \$5,000 | | |
| | | Amount Budgeted: | | |
| | | \$0 | | |
| | | Account Number(s): | | |
| | | 11000 033 7576 | | |
| | | Account Name(s): | | |
| | | Community Promotion Expense | | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| _____ | Commission, Board or Committee | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | \$9,066 | |
| | | | | |
| _____ | Attorney | | | |
| _____ | Insurance | | | |
| | | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. Notices of Appeal (2) | | | | |

RECOMMENDATION MOTION:

Move to Approve contribution in the amount of \$5,000 toward the Tongass National Forest Roadless Rule Appeal.

SUMMARY STATEMENT:

There are two concurrent tracks underway to fight the Tongass National Forest Roadless Rule. One is the newly determined Congressional Review requirement of the Roadless Rule championed by Senator Murkowski. The other is a legal court appeal of the decision. Previously, the City & Borough of Wrangell has joined with other communities and public/private organizations to support this effort. Administration confirmed with the federal lobbyist that regular communication about these two tracks is coordinated through Senator Murkowski's office to ensure the efforts don't become at odds with one another.

The Borough has been asked to provide a small financial contribution to the effort in the amount of \$5,000. This request came from Jim Clark. It was followed up by a request from the Craig City Manager, Jon Bolling. Craig, Ketchikan, and many other entities have recently approved \$5,000 contributions.

The Notices of Appeal have been attached for review by the Assembly. These funds will go toward the research necessary to develop the initial briefing.

Administration is recommending this funding come from the Community Promotions expense budget. That account currently has an unencumbered balance of just over \$9,000.

13c-1

JAHNA LINDEMUTH
ATTORNEY GENERAL
STATE OF ALASKA
Thomas E. Lenhart
Senior Assistant Attorney General
Alaska Bar #: 0703006
tom.lenhart@alaska.gov
P.O. Box 110300
Juneau, Alaska 99811-0300
(907) 465-3600 main
(907) 465-2417 fax

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

| | | |
|--------------------------------|---|--------------------------|
| STATE OF ALASKA, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| and |) | |
| |) | |
| ALASKA FOREST ASSOCIATION, |) | |
| SOUTHEAST CONFERENCE, |) | |
| ALASKA ELECTRIC LIGHT & POWER, |) | |
| ALASKA POWER & TELEPHONE, |) | |
| ALASKA MINERS ASSOCIATION, |) | CASE NO. 11-cv-01122-RJL |
| CITIZEN'S PRO ROAD, |) | |
| ALASKA MARINE LINES, INC., |) | NOTICE OF APPEAL |
| NORTHWEST MINING ASSOCIATION, |) | AND |
| DURETTE CONSTRUCTION COMPANY, |) | REPRESENTATION |
| FIRST THINGS FIRST FOUNDATION, |) | STATEMENT |
| JUNEAU CHAMBER OF COMMERCE, |) | |
| CITY OF KETCHIKAN, |) | |
| KETCHIKAN GATEWAY BOROUGH, |) | |
| SOUTHEAST STEVEDORING CORP., |) | |
| CHRIS GERONDALE, |) | |
| SOUTHEAST ROADBUILDERS, INC., |) | |
| HYAK MINING CO., INC., |) | |
| INSIDE PASSAGE ELECTRIC |) | |
| COOPERATIVE, |) | |

CITY OF CRAIG,)
)
 and)
)
 SOUTHEAST ALASKA POWER AGENCY,)
)
 Plaintiff-Intervenors,)
)
 v.)
)
 UNITED STATES DEPARTMENT)
 OF AGRICULTURE,)
 UNITED STATES DEPARTMENT)
 OF AGRICULTURE FOREST SERVICE,)
 GEORGE ERVIN “SONNY” PERDUE III¹, in)
 his official capacity as Secretary of Agriculture,)
)
 and)
)
 TOM TIDWELL, in his official capacity as Chief)
 of the United States Forest Service,)
)
 Defendants,)
)
 SOUTHEAST ALASKA)
 CONSERVATION COUNCIL,)
 ALASKA CENTER FOR THE)
 ENVIRONMENT,)
 BOAT COMPANY,)
 TONGASS CONSERVATION SOCIETY,)
 WILDERNESS SOCIETY,)
 NATURAL RESOURCES DEFENSE)
 COUNCIL,)
 GREENPEACE, INC.,)
 DEFENDERS OF WILDLIFE,)
)
)

¹ Plaintiff filed this case while Secretary Purdue’s predecessor, Tom Vilsack, was serving as Secretary of Agriculture. When, during the course of these proceedings, Secretary Perdue succeeded to that office, he became automatically substituted as a defendant. *See* F.R. Civ. P. 25(d).

and)

CENTER FOR BIOLOGICAL DIVERSITY,)

Defendant-Intervenors.)

Notice is hereby given that the State of Alaska, plaintiff in the above-captioned case, appeals to the United States Court of Appeals for the District of Columbia from the final judgment entered on September 20, 2017 (DE 103) granting defendants' motion for dismissal.

REPRESENTATION STATEMENT

Pursuant to Federal Rule of Appellate Procedure 12(b), plaintiff-appellant State of Alaska provides the following list of parties to the action and their counsel:

Plaintiff-appellant: State of Alaska, represented by:

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Federal defendant: United States Department of Agriculture, represented by:

Barclay Samford
United States Attorney
United States Department of Justice
Environmental & Natural Resources Division
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Intervenor-plaintiffs: Alaska Forest Association, Inc., Southeast Conference,
represented by:

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Intervenor-plaintiff: Alaska Electric Light & Power, represented by:

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Intervenor-plaintiffs: Alaska Power & Telephone, Alaska Miners Association, Citizen's Pro Road, Alaska Marine Lines, Inc., Northwest Mining Association, Durette Construction Company, Inc., First Things First Foundation, Juneau Chamber of Commerce, City of Ketchikan doing business as Ketchikan Public Utilities, Ketchikan Gateway Borough, Southeast Stevedoring Corp., Chris Gerondale, Southeast Roadbuilders, Inc., Hyak Mining Co., Inc., Inside Passage Electric Cooperative, City of Craig, represented by:

Steven W. Silver
(see above for address and contact information)

Intervenor-plaintiff: Southeast Alaska Power Agency, represented by:

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Intervenor-defendants: Southeast Alaska Conservation Council, Alaska Center for the Environment, Boat Company, Tongass Conservation Society, Sierra Club, Wilderness Society, Natural Resources Defense Council, Greenpeace, Inc., Defenders of Wildlife, Center for Biological Diversity, represented by:

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RESPECTFULLY SUBMITTED November 6, 2017 at Juneau, Alaska.

JAHNA LINDEMUTH
ATTORNEY GENERAL

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Senior Assistant Attorney General
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Alaska Bar # 0703006

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the District of Columbia by using the CM/ECF system on November 6, 2017.

I certify that all participants in this case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

s/Thomas E. Lenhart

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jfcclarkiii@gmail.com
PRO HAC VICE
Attorneys for Plaintiff—Intervenors

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

| | | |
|--------------------------------------|---|--------------------------|
| STATE OF ALASKA, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| and |) | |
| |) | |
| ALASKA FOREST ASSOCIATION, |) | |
| SOUTHEAST CONFERENCE, |) | |
| ALASKA ELECTRIC LIGHT & POWER, |) | |
| ALASKA POWER & TELEPHONE, |) | |
| ALASKA MINERS ASSOCIATION, |) | CASE NO. 11-cv-01122-RJL |
| CITIZEN'S PRO ROAD, |) | |
| ALASKA MARINE LINES, INC., |) | NOTICE OF APPEAL |
| AMERICAN EXPLORATION & MINING |) | AND |
| ASSOCIATION, DURETTE CONSTRUCTION |) | REPRESENTATION |
| COMPANY, FIRST THINGS FIRST |) | STATEMENT |
| <u>FOUNDATION, JUNEAU CHAMBER OF</u> |) | |

COMMERCE, KETCHIKAN GATEWAY)
BOROUGH, SOUTHEAST STEVEDORING)
CORP., CHRIS GERONDALE, SOUTHEAST)
ROADBUILDERS, INC., HYAK MINING CO.,)
INC., INSIDE PASSAGE ELECTRIC)
COOPERATIVE, CITY OF CRAIG,)

and)

SOUTHEAST ALASKA POWER AGENCY,)

Plaintiff-Intervenors,)

v.)

UNITED STATES DEPARTMENT)
OF AGRICULTURE,)
UNITED STATES DEPARTMENT)
OF AGRICULTURE FOREST SERVICE,)
GEORGE ERVIN “SONNY” PERDUE III, in his)
official capacity as Secretary of Agriculture,)

and)

TONY TOOKE, in his official capacity as Chief)
of the United States Forest Service,)

Defendants,)

SOUTHEAST ALASKA)
CONSERVATION COUNCIL,)
ALASKA CENTER FOR THE)
ENVIRONMENT,)
BOAT COMPANY,)
TONGASS CONSERVATION SOCIETY,)
WILDERNESS SOCIETY,)
NATURAL RESOURCES DEFENSE)
COUNCIL,)
GREENPEACE, INC.,)
DEFENDERS OF WILDLIFE,)

and

CENTER FOR BIOLOGICAL DIVERSITY,

Defendant-Intervenors.

Notice is hereby given that Alaska Electric Light and Power et.al, plaintiff-intervenors in the above-captioned case, appeal to the United States Court of Appeals for the District of Columbia from the final judgment entered on September 20, 2017 (DE 103) granting defendants' motion for dismissal.

Plaintiff-Intervenors filed this case before the Northwest Mining Association changed its name to American Exploration & Mining Association. The case continues with that changed name being automatically substituted as a Plaintiff-Intervenor. *See* F.R. Civ. P. 25(c). Plaintiff filed this case while Secretary Purdue's predecessor, Tom Tidwell, was serving as Chief of the U, S, Forest Service. When, during the course of these proceedings, Chief Tooke succeeded to that office, he became automatically substituted as a defendant. *See* F.R. Civ. P. 25(d).

REPRESENTATION STATEMENT

Pursuant to Federal Rule of Appellate Procedure 12(b), plaintiff-appellant—
intervenor Alaska Electric Light & Power Et. al provide the following list of parties to
the action and their counsel:

Plaintiff-appellant: State of Alaska, represented by:

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Federal defendant: United States Department of Agriculture, represented by:

Barclay Samford
United States Attorney
United States Department of Justice
Environmental & Natural Resources Division
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(303) 844-1475
(303) 844-1350 fax
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Intervenor-plaintiffs: Alaska Forest Association, Inc., Southeast Conference, and
Southeast Alaska Power Agency represented by:

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Intervenor-plaintiff: Alaska Electric Light & Power et. al., represented by:

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Intervenor-plaintiffs: Alaska Electric Light & Power co., Inc., Alaska Power & Telephone, Alaska Miners Association, Citizen's Pro Road, Alaska Marine Lines, Inc., American Exploration & Mining Association (formerly Northwest Mining Association), Durette Construction Company, Inc., First Things First Foundation, Juneau Chamber of Commerce, Ketchikan Gateway Borough, Southeast Stevedoring Corp., Chris Gerondale, Southeast Roadbuilders, Inc., Hyak Mining Co., Inc., Inside Passage Electric Cooperative, and City of Craig.

Intervenor-defendants: Southeast Alaska Conservation Council, Alaska Center for the Environment, Boat Company, Tongass Conservation Society, Sierra Club, Wilderness Society, Natural Resources Defense Council, Greenpeace, Inc., Defenders of Wildlife, Center for Biological Diversity, represented by:

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RESPECTFULLY SUBMITTED November 17, 2017 at Juneau, Alaska.

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the District of Columbia by using the CM/ECF system on November 17, 2017.

I certify that all participants in this case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

s/Steven W. Silver

| | | | | |
|---|--|--|--|--|
| CITY & BOROUGH OF WRANGELL, ALASKA | | | | |
| BOROUGH ASSEMBLY AGENDA STATEMENT | | | | |

| | | | | |
|---------------------------|------------|-----------|-------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 14 | <u>Date</u> | December 5, 2017 |
| <u>SUBMITTED BY:</u> | | | | |
| | | | | |
| | | | | |
| Kim Lane, Borough Clerk | | | | |
| | | | | |

INFORMATION:

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

| | | | | |
|---|--|--|--|--|
| CITY & BOROUGH OF WRANGELL, ALASKA | | | | |
| BOROUGH ASSEMBLY AGENDA STATEMENT | | | | |

| | | | | |
|---------------------------|------------|-----------|-------------|------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 15 | <u>Date</u> | December 5, 2017 |
|---------------------------|------------|-----------|-------------|------------------|

| | | | | |
|--------------|--|--|--|--|
| None. | | | | |
|--------------|--|--|--|--|

| | |
|----------------------|--|
| <u>SUBMITTED BY:</u> | |
| | |
| | |