



Tuesday, December 12, 2023

Location: Borough Assembly Chambers

Work Session from 6 - 7 PM / Regular Assembly Meeting at 7 PM

WORK SESSION (6:00 - 7:00pm)

- i. Organizational Chart Restructuring options
- ii. WS - Emergency Operations Staff/Assembly needs Assessment

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Morrison
- b. ROLL CALL

2. CEREMONIAL MATTERS - None.

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

MOTION ONLY: *Move to Approve the Consent Agenda, as submitted.*

- [a.](#) Minutes from the November 14, 2023 Regular Assembly Meeting
- [b.](#) Renewal of Happy Cannabis Cultivation Facility license 10201
- [c.](#) Renewal of Happy Cannabis Marijuana Store License 10200
- [d.](#) CORRESPONDENCE - Minutes from the Regular School Board meeting held September 18, 2023

7. BOROUGH MANAGER'S REPORT

- a. Infrastructure Report / Update

8. BOROUGH CLERK'S REPORT

- [a.](#) Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING

- [a.](#) **ORDINANCE No 1047** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 20.53 - ACCESSORY DWELLING UNITS (ADU); AMENDING CHAPTER 20.08 - DEFINITIONS; AND AMENDING SEVERAL SECTIONS IN TITLE 20 - ZONING, TO ADD AND REFERENCE ACCESSORY DWELLING UNITS TO THE WRANGELL MUNICIPAL CODE

12. UNFINISHED BUSINESS

- a. **RESOLUTION No. 12-23-1823** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC TIDELANDS, LOT 24A, BLOCK 83-A, PLAT 2006-6, TO RANDY AND JEANNIE EASTERLY FOR THE APPRAISED VALUE OF \$63,800 PLUS ASSOCIATED FEES

13. NEW BUSINESS

- a. **RESOLUTION No. 12-23-1830** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING A LEASE FOR THE ST. FRANCES ANIMAL RESCUE
- b. **ORDINANCE No. 1048** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 10.15 – TRESPASS ON BOROUGH PROPERTY TO TITLE 10 – PUBLIC PEACE, MORALS, AND WELFARE, TO THE WRANGELL MUNICIPAL CODE
- c. **ORDINANCE No. 1049** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE
- d. **RESOLUTION No. 12-23-1824** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE CAPITAL FACILITIES DIRECTOR JOB DESCRIPTION
- e. **RESOLUTION No. 12-23-1825** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE PARKS & RECREATION DIRECTOR JOB DESCRIPTION
- f. **RESOLUTION No. 12-23-1826** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE FACILITY MAINTENANCE SPECIALIST LEAD AND FACILITY MAINTENANCE SPECIALIST JOB DESCRIPTIONS
- g. **RESOLUTION No. 12-23-1827** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE MAINTENANCE CUSTODIAN JOB DESCRIPTION
- h. **RESOLUTION No. 12-23-1828** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE CAPITAL PROJECT STATE LEGISLATIVE PRIORITIES FOR FY 2025
- i. **RESOLUTION No. 12-23-1829** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA ESTABLISHING THE CAPITAL PROJECT FEDERAL LEGISLATIVE PRIORITIES FOR FY 2025
- j. **RESOLUTION No. 12-23-1831** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE WRANGELL AIRPORT LEASE ADA-50976
- k. **RESOLUTION No. 12-23-1832** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE WRANGELL AIRPORT SUBLEASE TO THE WRANGELL GOLF CLUB INC.
- l. Approval of the calendar year 2024 Travel Wrangell Marketing Plan
- m. Approval of contract with BW Enterprise for Landslide Debris Clearing and Removal for the amount, not to exceed \$249,000
- n. Approval of Change Order No. 3 to Ketchikan Ready Mix & Quarry, Inc. in the amount of \$255,000 for the Alder Top Village Subdivision Site Work project

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

15. **EXECUTIVE SESSION** – None.

16. **ADJOURNMENT**

**Minutes of Regular Assembly Meeting
Held on November 14, 2023**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., November 14, 2023, in the Borough Assembly Chambers. Assembly Member Robbins led the pledge of allegiance.

PRESENT – ROBBINS, GILBERT, POWELL, DEBORD, DALRYMPLE, OTTESEN, MORRISON

ABSENT –

Borough Manager Good and Clerk Lane were also present.

Mayor Gilbert presented a Proclamation for the Wrangell Men's High School Cross Country Team.

PERSONS TO BE HEARD

Emailed correspondence from Mad Hesler regarding Interim Borough Manager Agenda Item from October 24, 2023 was submitted on October 24, 2023 and was included in the packet.

Dorthea Rooney, resident spoke on the importance of having someone within the City who is certified to euthanize animals.

AMENDMENTS TO THE AGENDA

Clerk Lane asked that under Mayor and Assembly Appointments, that the Mayor nominate an Assembly Member for consideration on the Southern Southeast Regional Aquaculture Association (SSRAA) for the Municipal Seat. There were no objections from the Assembly.

CONFLICT OF INTEREST

Robbins declared a potential conflict to Items 13c and 13d (Resolution No. 11-23-1818 and Resolution No. 11-23-1819) since those are both school related items and she is the Vice-President of the School Board; Gilbert stated that she did not see that Robbins had a conflict on either item. There were no objections from the Assembly.

CONSENT AGENDA

6a Minutes from the October 24, 2023 Regular Assembly Meeting

6b RESOLUTION No. 11-23-1816 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE SUMMER READING PROGRAM DONTIONS FUND BY TRANSFERRING \$7,798.67 FROM FUND RESERVES TO THE SUMMER READING PROGRAM EXPENDITURES FUND AND AUTHORIZING ITS EXPENDITURE TO THE FRIENDS OF THE LIBRARY FOR THE SUMMER READING PROGRAM

6c RESOLUTION NO. 11-23-1821 OF THE CITY AND BOROUGH OF WRANGELL IN SUPPORT OF RAISING THE MAXIMUM AVAILABLE ALASKA DEPARTMENT OF TRANSPORTATION HARBOR FACILITY GRANT TO \$7,500,000 FOR ELIGIBLE PROJECTS ON AN ANNUAL BASIS

6d RESOLUTION No. 11-23-1822 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO SUPPORT SEAPA'S SOUTHEAST ALASKA GRID RESILIENCY PROJECT

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

BOROUGH MANAGER'S REPORT

Manager Good provided his report.

Kate Thomas, Economic Development Director provided her report.

Mason Villarma, Finance Director provided his report.

BOROUGH CLERK'S REPORT

Clerk Lane provided her report.

MAYOR AND ASSEMBLY BUSINESS

Powell stated that during the meeting with Senator Stedman, there were a couple of topics that were brought up; one being the boat ramp and the possibilities there and also what the difference is between tidelands and submerged lands.

MAYOR AND ASSEMBLY APPOINTMENTS

10a Appointment of two Assembly Members to Review the Borough Manager Resumes as they come in to determine who will be selected for interviewing by the Assembly

Mayor Gilbert appointed Powell and Dalrymple to review the Borough Manager Resumes and select those who will be asked to interview for the position.

10b SEAPA Board Appointments (*1 voting member & 1 alternate member*)

Mayor Gilbert appointed Steve Prysunka as the voting member and Mason Villarma as the alternate member for Calendar Year 2024. There were no objections from the Assembly.

10c Nomination of an Assembly Member to the Calendar Year 2024 Southern Southeast Regional Aquaculture Association (SSRAA) for the Municipal Seat.

Gilbert nominated Assembly Member Dalrymple to be considered for the board.

There were no objections from the Assembly.

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a ORDINANCE No 1047 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 20.53 - ACCESSORY DWELLING UNITS (ADU); AMENDING CHAPTER 20.08 – DEFINITIONS; AND AMENDING SEVERAL SECTIONS IN TITLE 20 – ZONING, TO ADD AND REFERENCE ACCESSORY DWELLING UNITS TO THE WRANGELL MUNICIPAL CODE

M/S: Morrison/Ottesen to approve first reading of Ordinance No. 1047 and move to a second reading with a Public Hearing to be held on December 12, 2023.

Economic Development Director Thomas stated that this Ordinance has been in draft form for quite some time; stated some of the aspects of the Ordinance; has been vetted by our Borough Attorney.

Motion approved by polled vote.

13b RESOLUTION No 11-23-1817 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING A GRANT IN THE AMOUNT OF \$87,970.08 FROM THE 2023 ALASKA STATE HOMELAND SECURITY PROGRAM FOR THE E911 SYSTEM ADDRESSING IDENTIFICATION PROJECT

M/S: Powell/Ottesen to approve Resolution No. 11-23-1817. Motion approved by polled vote.

13c RES 11-23-1818 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2024 BUDGET IN THE CAPITAL IMPROVEMENT PLAN BY TRANSFERRING \$610,500 FROM THE SECURE RURAL SCHOOL FUND TO THE STIKINE MIDDLE SCHOOL ROOF REPLACEMENT PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE AS LOCAL MATCH FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR SAID PROJECT

M/S: Powell/Morrison to approve Resolution No. 11-23-1818. Motion approved by polled vote.

13d RES 11-23-1819 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE STIKINE MIDDLE SCHOOL ROOF REPLACEMENT PROJECT

M/S: Powell/DeBord to approve Resolution No. 11-23-1819. Motion approved by polled vote.

13e Approval of Amendment 4 to the Professional Services Agreement with DOWL for the Water Treatment Plant Improvements Design in the amount of \$627,863

M/S: Morrison/Robbins to approve Amendment 4 to the Professional Services Agreement with DOWL for the Water Treatment Plant Improvements design in the amount of \$627,863.

Motion approved by polled vote.

13f RESOLUTION No. 11-23-1820 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING APPLICATION TO THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC) FOR A LOAN FROM THE ALASKA STATE REVOLVING FUND FOR THE INTERIM FINANCING FOR THE USDA/RD LOAN FOR THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT

M/S: Powell/Robbins to approve Resolution No. 11-23-1820. Motion approved by polled vote.

13g Approve a Contract with Ketchikan Ready Mix & Quarry, Inc. in the amount of \$824,450 for the Non-Motorized Transportation System Project

M/S: Morrison/Powell to authorize negotiation of project scope and price for the Non-Motorized Transportation System with Ketchikan Ready Mix & Quarry, Inc, with the intent to enter into a sole source contract not to exceed \$850,000. Motion approved by polled vote.

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

EXECUTIVE SESSION

15a Executive Session: Discussion regarding the Upcoming Collective Bargaining Union IBEW Process and Procedures

M/S: Powell/Morrison moved, pursuant to AK 44.66.310(c)(3), that we go into Executive Session, and invite both the Borough Attorney and the Interim Borough Manager, to discuss the upcoming Collective Bargaining process and procedure which is a matter by law required to be confidential.

Clerk Lane was also invited into the Executive Session.

Motion approved by polled vote.

Recessed into Executive Session at 7:06 p.m.

Reconvened back into Regular Session at 7:35 p.m.

After executive session, no action was taken.

Powell asked that the manager look into the issue that was expressed under Persons to be Heard regarding licensing for someone to euthanize animals.

Regular Assembly meeting adjourned at 7:37 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

November 21, 2023

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Sarinee Nuamnui; Kelsey J Martinsen
DBA: Happy Cannabis
VIA email: kjm420@hotmail.com
Local Government: Wrangell City and Borough
Via Email: clerk@wrangell.com
Community Council:
Via Email:

Re: Standard Marijuana Cultivation Facility #10201 2023-2024 Combined Renewal Notice

License Number:	#10201
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Sarinee Nuanmui; Kelsey J Martinsen
Doing Business As:	Happy Cannabis
Physical Address:	225 South Front Street Wrangell, AK 99929
Designated Licensee:	Kelsey Martinsen
Phone Number:	907-305-0292
Email Address:	Kjm420@hotmail.com

License Renewal Application Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for

this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive style with a large initial 'J'.

Joan M. Wilson, Director
907-269-0350

Alcohol & Marijuana Control Office

License Number: 10201

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: HAPPY CANNABIS

Business License Number: 1033845

Designated Licensee: KELSEY J MARTINSEN

Email Address: kjm420@hotmail.com

Local Government: Wrangell (City and Borough of)

Local Government 2:

Community Council:

Latitude, Longitude: 56.471000, -132.383000

Physical Address: 225 South Front Street
Wrangell, AK 99929
UNITED STATES

Licensee #1

Type: Individual

Name: KELSEY J MARTINSEN

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: kjm420@hotmail.com

Mailing Address: po box 110
Wrangell, AK 99929
UNITED STATES

Licensee #2

Type: Individual

Name: SARINEE NUAMNUI

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: kjm420@hotmail.com

Mailing Address: po box 110
Wrangell, AK 99929
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: 2023-2024 Renewal Application Certifications

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 100
Anchorage, Alaska 99501

Item b.

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Kelsey Jene Martinsen, Sarinee Nuamnui	License Number:	10201		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Happy Cannabis				
Premises Address:	225 South Front Street				
City:	Wrangell	State:	AK	ZIP:	99929

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Kelsey Jene Martinsen				
Title:	Owner/Operator				

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements: Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements: Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 5 – Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

[Handwritten initials]

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

[Handwritten initials]

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

[Handwritten initials]

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

[Handwritten initials]

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

[Handwritten initials]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

[Handwritten initials]

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

[Handwritten initials]

If multiple licenses are held, list all license numbers below:

10200, 10201

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

[Handwritten initials]

Kelsey Jene Martinsen

Printed name of licensee

[Handwritten signature]

Signature of licensee



Alaska Marijuana Control Board

Form MJ-20: 2023-2024 Renewal Application Certifications

Alcohol and Marijuana Control Board
550 W 7th Avenue, Suite 100
Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Item b.

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Kelsey Jene Martinsen, Sarinee Nuamnui	License Number:	10201		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Happy Cannabis				
Premises Address:	225 South Front Street				
City:	Wrangell	State:	AK	ZIP:	99929

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Sarinee Nuamnui
Title:	Owner/Operator

Section 3 – Violations & Charges

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

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

Sign your initials to the following statement **only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 5 - Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

SN

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

SN

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

SN

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

SN

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

SN

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

SN

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

SN

If multiple licenses are held, list all license numbers below:

10200, 10201

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

SN

Sarinee Nuamnui

Sarinee Nuamnui

Printed name of licensee

Signature of licensee

Kelsey J. Martinsen

PO Box 110

Wrangell, AK 99929

(907) 305-0292

Kjm420@hotmail.com

To Whom it May Concern,

For our License 10200

We received notice of violations for late taxes due to limited accessibility to the cash drop box. We are current on our taxes owed.

We received a notice of violation for employing a worker with an expired Handlers Card. We terminated the worker when he was unable to acquire it again.

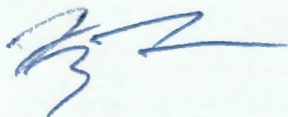
For our License 10201

We received a notice of violations for employing a worker with an expired Handlers Card. We terminated the worker when he was unable to acquire it again.

Owner Operator

Kelsey J. Martinsen

Happy Cannabis



Notice of Violation

Email

Item b.

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 8/26/22

License #/Type: 10201

Standard Cultivation

Designated Licensee: KELSEY J MARTINSEN AMCO Case#: AM 22-1577

DBA: HAPPY CANNABIS

Premises Address: 225 South Front Street Wrangell, AK 99929

Mailing Address: PO Box 110 Wrangell, AK 99929

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 8/24/2022, Happy Cannabis, 10201, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Notice of Violation

Email

Item b.

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 10/28/22

License #/Type: 10201

Standard Cultivation

Designated Licensee: KELSEY J MARTINSEN AMCO Case#: AM 22-1924

DBA: HAPPY CANNABIS

Premises Address: 225 South Front Street Wrangell, AK 99929

Mailing Address: PO Box 110 Wrangell, AK 99929

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 10/26/2022, Happy Cannabis, 10201, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Notice of Violation

Email

Item b.

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 11/25/22 License #/Type: 10201 Standard Cultivation
Designated Licensee: KELSEY J MARTINSEN AMCO Case#: AM 22-2116
DBA: HAPPY CANNABIS
Premises Address: 225 South Front Street Wrangell, AK 99929
Mailing Address: PO Box 110 Wrangell, AK 99929

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 11/22/2022, Happy Cannabis, 10201, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Notice of Violation

Email

Item b.

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 12/22/22

License #/Type: 10201

Standard Cultivation

Designated Licensee: KELSEY J MARTINSEN AMCO Case#: AM 22-2230

DBA: HAPPY CANNABIS

Premises Address: 225 South Front Street Wrangell, AK 99929

Mailing Address: PO Box 110 Wrangell, AK 99929

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 12/21/2022, Happy Cannabis, 10201, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

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Delivered VIA: Email

Date:

Notice of Violation

Email

Item b.

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 3/24/23

License #/Type: 10201

Standard Cultivation

Designated Licensee: KELSEY J MARTINSEN AMCO Case#: AM 23-0489

DBA: HAPPY CANNABIS

Premises Address: 225 South Front Street Wrangell, AK 99929

Mailing Address: PO Box 110 Wrangell, AK 99929

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 3/22/2023, Happy Cannabis, 10201, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Notice of Violation

Email

Item b.

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 5/19/23

License #/Type: 10201

Standard Cultivation

Designated Licensee: KELSEY J MARTINSEN AMCO Case#: AM 23-0868

DBA: HAPPY CANNABIS

Premises Address: 225 South Front Street Wrangell, AK 99929

Mailing Address: PO Box 110 Wrangell, AK 99929

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 5/17/2023, Happy Cannabis, 10201, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

November 20, 2023

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Sarinee Nuamnui; Kelsey J Martinsen
DBA: Happy Cannabis
VIA email: kjm420@hotmail.com
Local Government: Wrangell City and Borough
Via Email: clerk@wrangell.com
Community Council:
Via Email:

Re: Retail Marijuana Store #10200 2023-2024 Combined Renewal Notice

License Number:	#10200
License Type:	Retail Marijuana Store
Licensee:	Sarinee Nuanmui; Kelsey J Martinsen
Doing Business As:	Happy Cannabis
Physical Address:	225 South Front Street Wrangell, AK 99929
Designated Licensee:	Kelsey Martinsen
Phone Number:	907-305-0292
Email Address:	Kjm420@hotmail.com

License Renewal Application Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for

this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive style with a large initial 'J'.

Joan M. Wilson, Director
907-269-0350

Alcohol & Marijuana Control Office

License Number: 10200

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: HAPPY CANNABIS

Business License Number: 1033845

Designated Licensee: Kelsey Martinsen

Email Address: kjm420@hotmail.com

Local Government: Wrangell (City and Borough of)

Local Government 2:

Community Council:

Latitude, Longitude: 56.471000, -132.383000

Physical Address: 225 South Front Street
Wrangell, AK 99929
UNITED STATES

Licensee #1

Type: Individual

Name: SARINEE NUAMNUI

[Redacted]

[Redacted]

[Redacted]

Email Address: kjm420@hotmail.com

Mailing Address: po box 110
Wrangell, AK 99929
UNITED STATES

Licensee #2

Type: Individual

Name: KELSEY J MARTINSEN

[Redacted]

[Redacted]

[Redacted]

Email Address: kjm420@hotmail.com

Mailing Address: po box 110
Wrangell, AK 99929
UNITED STATES

Entity Official #1

Type: Individual

Name: Kelsey Martinsen

[Redacted]

[Redacted]

[Redacted]

Email Address: kjm420@hotmail.com

Mailing Address: po box 110
Wrangell, AK 99929
UNITED STATES

Entity Official #2

Type: Individual

Name: Sarinee Nuamnui

[Redacted]

[Redacted]

[Redacted]

Email Address: kjm420@hotmail.com

Mailing Address: po box 110
Wrangell, AK 99929
UNITED STATES

Note: No affiliates entered for this license.



Item c.

Alaska Marijuana Control Board

Form MJ-20: 2023-2024 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Kelsey Jene Martinsen, Sarinee Nuamnui	License Number:	10200		
License Type:	Retail Marijuana Store				
Doing Business As:	Happy Cannabis				
Premises Address:	225 South Front Street				
City:	Wrangell	State:	AK	ZIP:	99929

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Sarinee Nuamnui				
Title:	Owner/Operator				

Section 3 – Violations & Charges

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

	Initials
I certify that I have not been convicted of any criminal charge in the previous two calendar years.	<input type="text" value="SN"/>
I certify that I have not committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	<input type="text" value="SN"/>
I certify that a notice of violation has not been issued for this license between July 1, 2022 and June 30, 2023.	<input type="text"/>

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	<input type="text" value="SN"/>



Section 5 - Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

SN

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

SN

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

SN

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

SN

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

SN

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

SN

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

SN

If multiple licenses are held, list all license numbers below:

10200, 10201

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

SN

Sarinee Nuamnui

Printed name of licensee

Sarinee Nuamnui

Signature of licensee



Alaska Marijuana Control Board

Form MJ-20: 2023-2024 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Kelsey Jene Martinsen, Sarinee Nuamnui	License Number:	10200		
License Type:	Retail Marijuana Store				
Doing Business As:	Happy Cannabis				
Premises Address:	225 South Front Street				
City:	Wrangell	State:	AK	ZIP:	99929

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Kelsey Jene Martinsen				
Title:	Owner/Operator				

Section 3 – Violations & Charges

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

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 5 – Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

[Handwritten initials]

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

[Handwritten initials]

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

[Handwritten initials]

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

[Handwritten initials]

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

[Handwritten initials]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

[Handwritten initials]

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

[Handwritten initials]

If multiple licenses are held, list all license numbers below:

10200, 10201

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

[Handwritten initials]

Kelsey Jene Martinsen

Printed name of licensee

[Handwritten signature]

Signature of licensee

Notice of Violation

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 7/14/22

License #/Type: 10200 - Retail Marijuana Stores

Licensee: Kelsey Martinsen

Address: 225 South Front St., Wrangell, AK 99929

DBA: Happy Cannabis

AMCO Case #: AM221312

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

On 07/12/2022 AMCO Investigator Johnson performed a routine inspection of Happy Cannabis (retail #10200, standard cultivation 10201). During the inspection it was found employee Javier Gonzalez's, Marijuana Handler Permit #17753 had expired on 04/12/2021. Javier is employed by both the retail and the standard cultivation. Licensee was instructed Javier was to immediately cease working until he had reacquired a valid handler permit.

This is a violation of:

3 AAC 306.700. Marijuana handler permit

(a) Each agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, and each licensee and employee must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

(d) A licensee, employee, or agent of a marijuana establishment shall keep the marijuana handler permit card described in (c) of this section in that person's immediate possession or a valid copy on file on the premises at all times when on the licensed premises of the marijuana establishment.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice of Violation. A licensee may respond, either orally or in writing to the Notice. 3 AAC 306.810 (2)(A)(B)(C) failed, within a reasonable time after receiving a notice of violation, to correct any defect that is the subject of the notice of violation of AS 17.8 or this chapter.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your marijuana license number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: S. Johnson

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Mail

Date:

Kelsey J. Martinsen

PO Box 110

Wrangell, AK 99929

(907) 305-0292

Kjm420@hotmail.com

To Whom it May Concern,

For our License 10200

We received notice of violations for late taxes due to limited accessibility to the cash drop box. We are current on our taxes owed.

We received a notice of violation for employing a worker with an expired Handlers Card. We terminated the worker when he was unable to acquire it again.

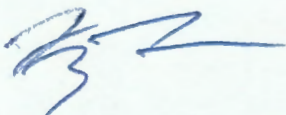
For our License 10201

We received a notice of violations for employing a worker with an expired Handlers Card. We terminated the worker when he was unable to acquire it again.

Owner Operator

Kelsey J. Martinsen

Happy Cannabis



PROCEEDINGS

**MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING**

**September 18, 2023, 6:30 PM
Via Zoom**

School Board President David Wilson called the regular meeting of the Wrangell Public School Board to order at 6:30 PM.

CALL TO ORDER

A quorum was determined with the following school board members present Angela Allen, Esther Ashton, Brittani Robbins, and David Wilson. Elizabeth Roundtree was absent, excused. Also, present was Superintendent Bill Burr. Recording Secretary Kimberly Powell, and Student Representative Mia Wiederspohn.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by David Wilson.

PLEDGE OF ALLEGIANCE

The District Mission, Vision and Values were recited by Esther Ashton.

**DISTRICT MISSION,
VISION, AND VALUES**

Motion to approve the agenda as presented, which includes the items on the consent agenda by Brittani Robbins, seconded by Esther Ashton. Poll vote: Esther Ashton: Yes; Angela Allen: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion passed.

**APPROVAL OF AGENDA
INCLUDING ITEMS ON
THE CONSENT AGENDA**

- Approved the minutes of the August 21, 2023, Regular School Board meeting, as presented.
- Approved the hire of Julieann Allen pending the receipt of a satisfactory criminal background check.
- Offered Winston Davies a contract addendum in the amount of \$4,000.00 to fulfill the role of Carl Perkins Grant Director during the 2023-2024 school year.
- Offered Ryan Hayes an extracurricular contract for the position of Middle and High School Yearbook Advisor, pending receipt of a satisfactory drug test.
- Reviewed the resignation of Erik Scheib, Activities Director.

There were no conflicts of interest declared.

CONFLICT OF INTEREST

Mia Wiederspohn, Student Representative, introduced herself to the Board and said that she is excited to serve as the Student Representative to the School Board. She told the Board Members that the Student Government had their first meeting of the year last Thursday. They reviewed Parliamentary Procedure and elected officers:

**STUDENT
REPRESENTATIVE
REPORT**

- Mia Wiederspohn, President
- Alesha Armstrong, Vice-president
- Spencer Petticrew, Secretary
- Della Churchill, Treasurer

Jack Carney, Wrestling Coach, thanked the District Office staff and School Board for their work. He told the Board that team fundraised dollars are being taken out of class and club accounts, without the coach's knowledge, to support travel. Mr. Carney referred to the Activities handbook and said that he would have Mrs. Powell email the Board a copy. Mr. Carney said that he has \$8,000.00 in his account for ten months but today has a negative of \$5,000.00 in his account. He spoke in favor of complete transparency in the Class & Club accounts.

GUESTS TO BE HEARD

Christy Good, Basketball Coach echoed Coach Carney and said she hopes that in the future coaches can receive a monthly statement. She spoke in favor of the Activities Director position being made into a full-time position. Mrs. Good also spoke highly of Principal Hanson.

Jamie Roberts, Swim Coach, said she is also concerned about the activities funds and would like to see transparency. She is concerned that funds are being taken out of her account without her knowledge. She would like to see travel booked sooner since her schedule comes out in April but isn't booked until August which results in travel often not being available. Currently 4 out of 8 of her swimmers pay their own way but she is being asked to cancel trips because they are too expensive. She would also like to see consistency among the handbooks.

Mason Villarma, Cross Country Coach/Borough Finance Director echoed the concerns of the other coaches but gave credit to Ms. Andrew for picking up the finance system and doing a great job with it. He is not concerned about the \$400 fee but is concerned about the lack of opportunity to raise the money for swim and cross country. He asked the School Board Members if the borough contribution is not going toward athletics, what is it being used for? He also said that the Activities Director is not a part-time position and spoke in favor of making it a full-time position. Mr. Villarma also spoke highly of Jackie Hanson. He told the Board Members that he was in contact with Nike last Friday and is hoping to partner with them to build a track.

The School Board reviewed the correspondence as submitted.

Information & Reports were accepted by unanimous consent.

Motion to direct the administration to write a letter to AASB in support of the Resolutions as presented by Angela Allen, seconded by Brittani Robbins. Poll vote: Angela Allen: Yes; Esther Ashton: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved.

Motion to accept the donation of supplies from Donor's Choose for Tracey Martin's 5th Grade Classroom by Brittani Robbins, seconded by Angela Allen. Poll vote: Esther Ashton: Yes; Brittani Robbins: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.

Motion to accept the second reading of Board Policy 1340 (Access to District Records), 1400 (Relations Between Other Governmental Agencies and the Schools), 2124 (Repealing Recruitment of the Superintendent), and 4212.62 (Maintenance of Criminal Records) as directed by Angela Allen, seconded by Brittani Robbins. Poll vote: Brittani Robbins: Yes; Angela Allen: Yes; Esther Ashton: Yes; David Wilson: Yes. Motion approved.

Reviewed Board Policy:

- 1220, Community Advisory Committees
- 3200, Income
- 3290, Gifts, Grants, and Bequests
- 3300, Expenditures/Expending Authority
- 3310, Purchasing Procedures
- 3312, Contracts
- 4262, Classified Staff Vacations and Holidays

Motion to accept the first reading of Board Policy 2300, Conflict of Interest, Board Policy 3270, School Properties Disposal Procedure, and Board Policy 5127, Graduation Ceremonies and Activities as presented by Esther Ashton, seconded by Brittani Robbins. Poll vote: Angela Allen: Yes; Esther Ashton: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved.

Motion to accept the Small Rural School Achievement Program Grant Award in the amount of \$7,388.00 by Brittani Robbins, seconded by Angela Allen. Poll vote: Esther Ashton: Yes; Brittani Robbins: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.

Reviewed the upcoming dates and meeting announcements.

Angela Allen said that flu season is coming up and vaccines will be available soon.

Esther Ashton said that the WCA Earth Branch received funding to purchase a glass crusher that will be impactful for the entire community as we will now have the ability to recycle glass. This will also bring in some funds from recycling efforts. Currently the funds from the aluminum can recycling supports the High School Swim Team. She is also excited that they are adding a commercial composter to help reduce the community's footprint on the environment. WCA will be collaborating with Mrs. Hanson on some upcoming educational opportunities for our students.

President Wilson reminded the School Board and audience of upcoming work sessions. On October 12, the School Board will be hosting a work session to provide training to our advisory and standing committee members. He encouraged everyone to get involved and said they could contact Mrs. Powell to sign up for a committee. On October 16, the School Board will be having a work session regarding funding for activities/state travel. Mr. Wilson said that attended the Cross Country meet and appreciated everyone's hard work putting it together.

REVIEWED
CORRESPONDENCE
ACCEPTED
INFORMATION &
REPORTS
DIRECTED THE
ADMINISTRATION TO WRITE A
LETTER TO AASB IN SUPPORT
OF THE RESOLUTIONS

ACCEPTED THE DONATION
FROM DONOR'S CHOOSE FOR
TRACEY MARTIN'S
CLASSROOM

ACCEPTED THE SECOND
READING OF BOARD POLICY
1340, 1400, 2124, AND 4212.62

REVIEWED BOARD POLICY

ACCEPTED THE FIRST READING
OF BOARD POLICY 2300, 3270,
AND 5127

ACCEPTED THE SMALL RURAL
SCHOOL ACHIEVEMENT
PROGRAM GRANT AWARD

REVIEWED DATES & MTG
ANNOUNCEMENTS

BOARD MEMBER COMMUNITY
ACTIVITY REPORTS

Meeting Adjourned at 7:25 P.M.

Item d.

ADJOURNED AT 7:25 P.M.

Angela Mullen
SCHOOL BOARD SECRETARY

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, Borough Clerk

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

November 15 - WCVB meeting at NOON pm in the Assembly Chambers

November 16 - Economic Development Board WS at 5:30 pm in the Assembly Chambers
(discussion to be geared towards the Alder Top Village Sale)

Community Events:

Meetings and Other events of the Borough Assembly:

Please see below for the list of upcoming meetings for the Assembly.

Upcoming 2023/2024 Work Sessions (scheduled), Public Hearings (scheduled), Regular Assembly Meetings, and Other Meetings (scheduled)

Date	Time	Purpose
<i>ONLY 1 MEETING IN DECEMBER</i>		
<i>January 9 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>January 23 (no work session scheduled))</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>February 13 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>February 27 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>March 12 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>March 24 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>April 9 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>April 23 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>May 14 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>May 28 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>June 11 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>June 25 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>

I continue to advertise for the vacancies on the Planning & Zoning Commission and Parks & Recreation Board. To date, we have not received any letters of interest for either board/commission.

I had planned on attending the AAMC annual conference this year however, I felt it necessary to cancel that training due to the 11-mile landslide.

Since the evening of the landslide, several agencies have been meeting at 6:30am for the morning landslide briefing at the fire hall. Debriefings occurred at the end of the day at around 6:30pm in the evenings until Nov 29th.

In attendance at the briefings was US Forest Service officers, Alaska State Troopers, K-9 SAR teams, Department of Transportation (both local and state), State Geologist’s, US Coast Guard, WML&P staff, Public Works staff, our Mayor and Vice-Mayor, Select City Staff, Wrangell PD, and of course our amazing Wrangell Fire

Department volunteers. If I missed naming anyone, I apologize!

As early as the evening of the landslide, local businesses stepped up to provide food and coffee. Shelter was provided not only at the Stikine Inn and Sourdough Lodge but the offers for housing came from residents and for the Trident Bunkhouse.

Parks & Rec Director, Lucy Robinson spearheaded the effort at the community gym for those who wanted to donate food and clothing. She and her staff also organized the “Community Thanksgiving” event. It was a great success!

On Tuesday, November 21st, Christina Florschutz was rescued shortly after crews arrived on scene.

The City submitted the disaster declaration to the State. The Governor issued the declaration which activated the state’s Individual and Public Assistance Programs.

That evening, two other individuals were found deceased.

The Alaska Department of Public Safety reached out to us and offered their assistance with producing the press releases. Because of the sensitive nature of this tragedy, we accepted their assistance.

Additional Alaska State Troopers arrived to assist in the search and rescue efforts. They also took the lead in the efforts for search and rescue.

On November 22nd, the Wrangell Strong Facebook was created by Heidi Armstrong and Tammi Meissner. They of course reached out to assist in any way they could.

On November 23rd, the Alaska State Troopers changed the search and rescue strategy from an active search to a reactive search.

On November 24th, the Alaska State Troopers released the names of those who were still missing and those who were located deceased during the search efforts.

Governor Dunleavy arrived along with General Saxe (National Guard/AK Military and Veterans Affairs), Commissioner Anderson (DOT), and Commissioner Boyle (DNR) to meet with assembly members, select staff members, the geologists, DOT, DNR, AK State Troopers, US Forest Service officers, Tlingit & Heida Central Council, Wrangell Cooperative Association, School representatives, and SEARHC representatives. There were a select number of those who went to view the slide area.

We started offering through two designated operators scheduled transportation to and from a resident’s dock on the south-end of the landslide.

On November 25th, Wrangell Cooperative Association started testing the 10-mile

water pipe to ensure the water was safe.

We held a Town Hall meeting at Wrangell High School and offered the meeting on Facebook Live to provide an update on the landslide. We did have some technical difficulties, but we made it work! At that meeting, the SEAPA drone footage of the additional Middle Ridge landslide was shown. The slide footage of both landslides was shared to social media on November 26th.

At 6:35pm, another individual was found deceased.

On November 26th, LaNita Copeland, Emergency Management Specialist arrived in Wrangell to assist and answer questions to those residents who were impacted by the landslide. She maintained normal hours at city hall for anyone to come in and speak to her about the program and receive assistance.

On November 27th, due to landfill staff being both on the clearing crew and the search crew, we made the decision to close the landfill. We did not receive any complaints regarding this decision.

DOT and city crews were able to clear the road of debris. At the direction of DOT and the suggestion of Chief Radke, a public notice that explained that south of the landslide residents would be required to secure a “permit” from City Hall or the stationed police officer from the south-side of the landslide in order to come into town. There were three allotted times posted.

WML&P worked tirelessly to restore power to the south-end residents. Power was restored at 6:15pm!

On November 28th City Hall front counter staff and Wrangell PD (at the site) began issuing permits to south-end residents only. The process was successful.

The Alaska DOT created a Flickr page link for the 11-mile landslide that showed photos of the site.

Kale Casey, Alaska Division of Forestry & Fire Protection arrived to assist with the Public Information. Kale and Matt Henson worked together to create a sub-Facebook page (Wrangell Landslide Recovery). Matt Henson created a sub-site on the Wrangell Website so that we can populate notices and information seamlessly.

On November 29th, K-9 units, Wrangell Volunteer Fire Department, DOT, Forest Service, and city crews continue to work from sun up to into the evening on clearing the debris and recovery efforts.

On November 30th, one of the remaining two missing was found deceased.

Chere Klein (representing Senator Sullivan’s office) and Senator Murkowski’s State

Director Steve Wackowski arrived in town and met with me, Amber Al-Haddad and the Mayor. They toured the landslide site and spoke with DOT on site. We then visited the local Forest Service office and finally ended the visit at the Fire Department Hall.

Several K-9 SAR teams have assisted in both search and rescue and the reactive search. We are very fortunate to have K-9 SAR teams here in Wrangell.

Manager Villarma stepped up and did an amazing job with communications, direction, and just being anywhere he was needed. His grant-funded DC trip sounds as though it was very promising (I will let him report on that).

Capital Facilities Director, Amber Al-Haddad reported to me that there have been SEVERAL engineering firms that have done work in Wrangell, have reached out to offer their assistance if we need it. The engineer who performed work on the dam also reached out. USDA Regional Director, Julia Hnilicka also reached out to see if there was anything we needed.

There are so many people in the community who volunteered their time and resources during this tragic event. Most of them, we don't even know about. I cannot even begin to list all of those who stepped up for this great community! The Wrangell Volunteer Fire Department has been there every step of the way. I just cannot say enough about our amazing community!

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	11

ORDINANCE No 1047 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 20.53 - ACCESSORY DWELLING UNITS (ADU); AMENDING CHAPTER 20.08 - DEFINITIONS; AND AMENDING SEVERAL SECTIONS IN TITLE 20 - ZONING, TO ADD AND REFERENCE ACCESSORY DWELLING UNITS TO THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Ordinance 1047

MAYOR PROCEDURE: Declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Persons who signed up to talk on this item shall be called to the podium.

Once all persons have been heard, declare the Public Hearing closed and entertain a motion.

RECOMMENDATION MOTION:
Move to Approve Ordinance No. 1047.

SUMMARY STATEMENT:

The information below remains unchanged from the November 14th Assembly Meeting.

As the housing market continues to see a rise in land, development and home costs, the availability of affordable housing is decreasing in Wrangell and beyond. In order to expand industry, bolster our economy and ensure that interested persons and residents can build their lives here, beginning with safe and accessible housing, Wrangell is looking to establish standards and requirements for developing Accessory Dwelling Units (ADU), which can be defined as a second dwelling that is located on the same parcel as the primary single-family residence.

With the shortage of housing in Wrangell, staff have been receiving more inquiries regarding the construction of small cabins, tiny homes and conversions of detached structures for additional housing. Requests are commonly for personal use such as a family member, or to create additional rental properties for both short- and long-term purposes. Currently, the way the municipal code reads, two residences cannot be constructed on a single lot unless the applicant can provide information that property could be subdivided, and the second structure meets all the development standards. There is no limit on structure size. Tiny homes are currently permitted, but they must be placed on a foundation and meet building permit requirements. If they remain on a trailer, they are treated as such.

The proposed ordinance allows for an Accessory Dwelling Unit under certain circumstances, considering the total building area compared to the lots size to ensure maximum lot coverage percentages are maintained. ADUs shall not exceed 800 sq. ft. Mobile homes, travel trailers and recreational vehicles are not to be used as Accessory Dwelling Units. Review of the construction of an ADU is approved through the building permit process which requires the signature of the Planning Administrator to proceed. Under this ordinance a conditional use permit is not required in any of the Borough's residential districts for the development of an ADU.

The final iteration of the ordinance affects several areas of the Wrangell Municipal Code (WMC). The details of the "Accessory Dwelling Unit" code will be added as its own chapter under Title 20. "Accessory Dwelling Units" and "Residential Districts" will be added to the definitions chapter within Title 20. "Accessory Dwelling Units" will be added to each zoning district's list of "accessory uses permitted" section.

The Borough's Attorney provided review and revisions in September prior to the Planning and Zoning Commission's public hearing on September 14th, 2023. The Commission approved their final reading on October 12th, 2023.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1047

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 20.53 - ACCESSORY DWELLING UNITS (ADU); AMENDING CHAPTER 20.08 – DEFINITIONS; AND AMENDING SEVERAL SECTIONS IN TITLE 20 – ZONING, TO ADD AND REFERENCE ACCESSORY DWELLING UNITS TO THE WRANGELL MUNICIPAL CODE

BE IT ORDAINED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are bolded and in brackets are to be deleted.]

SEC. 1. Action. The purpose of this ordinance is to add Chapter 20.53 – Accessory Dwelling Units; to amend Chapter 20.08 – Definitions, to add 20.08.025, Accessory Dwelling Units, to add 20.08.658, Residential Zoning Districts, and to amend the following chapters to add the provisions for Accessory Dwelling Units to those Chapters in the Wrangell Municipal Code:

- Section 20.16.030 – Accessory use permitted, in Chapter 20.16 - SF District – Single-Family Residential
- Section 20.20.030 – Accessory buildings and uses permitted, in Chapter 20.20 – MF District – Multifamily Residential
- Section 20.24.030 – Accessory buildings and uses permitted, in Chapter 20.24 – SFMD District – Single-Family Residential – Medium Density
- Section 20.28.030 - Accessory uses permitted, in Chapter 20.28 – RR-1 District – Rural Residential
- Section 20.30.030 – Accessory uses permitted, in Chapter 20.30 – RR-2 District – Rural Residential
- Section 20.31.030 – Accessory uses permitted, in Chapter 20.31 – RMU District – Remote Residential Mixed-Use

SEC. 2. Addition. Chapter 20.53 – Accessory Dwelling Units is hereby added as follows:

CHAPTER 20.53

ACCESSORY DWELLING UNITS (ADU)

Sections:

20.53.010 Purpose and intent.

20.53.020 Accessory Dwelling Units.

20.53.010 Purpose and intent.

The purpose and intent of this chapter is to allow accessory dwelling units within residential zoning districts as designated in the code, while preserving the appearance and character of existing neighborhoods. Accessory dwelling units give homeowners flexibility in establishing separate living quarters adjacent to their homes so that they might provide housing opportunities for elderly or other family members, obtain rental income, provide affordable housing opportunities within the community, or utilize their property more efficiently.

20.53.020 Accessory dwelling units (ADU).

ADU's may be permanently established on a lot in a residential zoning district under the following standards:

- A. ADUs must meet all the development requirements of local, state, and federal regulations, including, but not limited to, all requirements of WMC Titles 18 and 20.
- B. An ADU shall not exceed 800 square feet of building area, or the following percentages of the principal dwelling's building area, whichever is less: 40 percent of the principal dwelling's building area on lots 0.5 acre or less, 60 percent of the principal dwelling's building area on lots greater than 0.5 acre but less than one acre, and 80 percent of the principal dwelling's building area on lots one acre or greater. Any garage associated with the principal dwelling is not included in the calculation of building area. Detached accessory dwellings are included in calculating lot coverage. Lot coverage variances shall not be granted for the construction of an accessory dwelling unit.
- C. Only one ADU is allowed per lot. The ADU must be located on the same lot as the primary dwelling, even if the lot's owner owns two or more adjacent lots. An ADU shall not be located on lots that contain a two-family as per WMC 20.08.250 or multiple-family dwelling as per WMC 20.08.230 and shall not be located on lots that already contain two or more dwellings.
- D. ADUs may be no closer to the front lot line than the primary residence as per WMC 20.08.460.
- E. ADUs may only be placed in a side or rear yard, except in the case of a new or converted garage with an integrated apartment, which may be in the front yard providing minimum setbacks are met.
- F. The building height of an ADU shall not exceed the building height of the principal dwelling as per WMC 20.08.150. A building height variance shall not be granted for construction of a detached accessory dwelling unit.
- G. Lots containing an ADU must provide at least two (2) off-street parking spaces as per WMC 20.52.190.

- H. ADUs should utilize a common driveway with the primary residence from the adjacent street, unless impractical due to topographic constraints.
- I. An ADU may be used as a vacation rental dwelling or a bed and breakfast inn with a Conditional Use Permit obtained in accordance with the requirements of WMC 20.68.
- J. Mobile homes, travel trailers, and recreational vehicles may not be used as an ADU.
- K. Lots containing an ADU may not be subdivided unless the proposed subdivided lots will comply with all minimum lot size, setback, lot coverage, and other requirements in WMC Titles 19 and 20.
- L. An ADU shall not have a material adverse impact on adjacent properties, including but not limited to viewsheds, parking, or compatibility (e.g., mass and scale of development).
- M. An ADU shall share the principal dwelling’s sewer and septic system where practical, and the system shall be adequately sized and approved by ADEC for two dwelling units.
- N. An ADU shall not be constructed on flag lots, or lots accessed by access easements.

...

SEC. 3. Amendment, Chapter 20.08 – Definitions in the Wrangell Municipal Code is hereby amended as follows:

Chapter 20.08

DEFINITIONS

Sections:

20.08.010 General interpretation and construction.

20.08.020 Accessory building.

20.08.025 Accessory Dwelling Units.

20.08.030 Accessory use.

...

20.08.658 Residential Zoning Districts.

...

20.08.025 Accessory Dwelling Units.

“Accessory dwelling unit” or “ADU” means a detached second dwelling unit that is located on the same parcel as the primary single-family dwelling unit. ADUs must provide a complete, independent residential living space and shall include permanent provisions for

living, including sleeping, eating, cooking and sanitation. An ADU may be created through the following methods:

- 1. Constructing a detached ADU on a parcel with an existing single-family home.
- 2. Constructing a new-single family home with a detached ADU.

20.08.658 Accessory Dwelling Units.

“Residential zoning districts” means the following zoning districts established in the WMC Title 20: Single-family residential (SF); Multifamily residential (MF); Rural residential-1 (RR-1); Rural residential-2 (RR-2); and Remote residential mixed-use (RMU).

...

SEC. 4. Amendment, Section 20.16.030 – Accessory use permitted in Chapter 20.16 – SF District – Single Family Residential in the Wrangell Municipal Code is hereby amended as follows:

20.16.030 Accessory use permitted.

The following are permitted accessory uses in this district:

- A. Accessory Dwelling Units, as defined in WMC 20.53;
- [A]B. Private garages and required off-street parking;
- [B]C. Greenhouses and tool sheds;
- [C]D. Home occupations as defined in WMC 20.08.380;
- [D]E. Private docks, moorage, boat houses, and net houses;
- [E]F. Uses and structures which are customarily accessory and clearly subordinate to permitted uses.

...

SEC. 5. Amendment, Section 20.20.030 – Accessory buildings and uses permitted in Chapter 20.20 – MF District – Multi-family Residential in the Wrangell Municipal Code is hereby amended as follows:

20.20.030 Accessory buildings and uses permitted.

[Accessory buildings, as defined in WMC 20.08.020, and accessory uses, as defined in WMC 20.08.030, are permitted in the multifamily residential district.]

- A. Accessory Dwelling Units, as defined in WMC 20.53;
- B. Accessory buildings, as defined in WMC 20.08.020;
- C. Accessory uses, as defined in WMC 20.08.030.

...

SEC. 6. Amendment, Section 20.24.030 – Accessory buildings and uses permitted in Chapter 20.24 – SFMD District – Single-family Residential – Medium Density in the Wrangell Municipal Code is hereby amended as follows:

20.24.030 Accessory buildings and uses permitted.

In an SFMD zone, the following accessory buildings and uses, when customarily incidental and subordinate to the permitted principal uses and structures listed in WMC 20.24.020, are permitted:

- A. Accessory Dwelling Units, as defined in WMC 20.53;
- [A]B.** Accessory buildings in conjunction with a permitted or conditional use such as a private garage, workshop or greenhouse;
- [B]C.** Nets, gear and equipment must be stored inside an enclosed building;
- [C]D.** Parks, playgrounds and greenspace.

...

SEC. 7. Amendment, Section 20.28.030 – Accessory uses permitted in Chapter 20.28 - RR-1 District – Rural Residential in the Wrangell Municipal Code is hereby amended as follows:

20.28.030 Accessory uses permitted.

The following are permitted accessory uses in this district provided they do not create a nuisance or hazard:

- A. Accessory Dwelling Units, as defined in WMC 20.53;

[A]B. Private garages;

[B]C. Houses and tool sheds;

[C]D. Private docks, moorage, boat houses and net houses;

[D]E. Uses and structures which are customarily accessory and clearly subordinate to permitted uses;

[E]F. Animal establishments other than commercial animal establishments.

...

SEC. 8. Amendment, Chapter 20.30 – RR-2 District - Rural Residential in the Wrangell Municipal Code is hereby amended as follows:

20.30.030 Accessory uses permitted.

The following are permitted accessory uses in this district, provided they do not create a nuisance or hazard:

A. Accessory Dwelling Units, as defined in WMC 20.53;

[A]B. Private garages;

[B]C. Greenhouses and tool sheds;

[C]D. Private docks, moorage, boat houses and net houses;

[D]E. Animal establishments other than commercial animal establishments;

[E]F. Uses and structures which are customarily accessory and clearly subordinate to permitted uses.

...

SEC. 9. Amendment, Chapter 20.31 – RMU District – Remote Residential Mixed-use in the Wrangell Municipal Code is hereby amended as follows:

20.31.030 Accessory uses permitted.

The following are permitted accessory uses in this district, provided they do not create a nuisance or hazard:

A. Accessory Dwelling Units, as defined in WMC 20.53;

[A]B. Greenhouses, workshops, tool sheds, insulated generator sheds, and similar structures;

[B]C. Private docks, moorage, boat houses and net houses;

[C]D. The keeping of chickens, goats, and other animals for the production of food and/or fiber is allowed as an accessory use similar to gardens. Mariculture uses require a conditional use permit;

[D]E. Uses and structures which are customarily accessory and subordinate to permitted uses.

SEC. 10. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 11. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2023

PASSED IN SECOND READING: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 10, 2023
	<u>Agenda Section</u>	11

RESOLUTION No. 12-23-1823 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC TIDELANDS, LOT 24A, BLOCK 83-A, PLAT 2006-6, TO RANDY AND JEANNIE EASTERLY FOR THE APPRAISED VALUE OF \$63,800 PLUS ASSOCIATED FEES

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
FY20 \$XXX		
Account Number(s):		
XXXXX XXX XXXX		
Account Name(s):		
Enter Text Here		
Unencumbered Balance(s) (prior to expenditure):		
\$XXX		

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 12-23-1823 2. Appraisal 3. Request by Randy and Jeannie Easterly. 4. Aerial map 5. P&Z and Port Commission Memos.

RECOMMENDATION MOTION:
Move to approve Resolution No. 12-23-1823.

SUMMARY STATEMENT:
At the Assembly Meeting held on October 10, 2023, the assembly approved moving forward with the sale of borough-owned leased tidelands as described above to Randy and Jeannie Easterly.

The appraisal was ordered and is attached.

As per WMC 16.12.040, after the assembly approved moving forward with the sale, the Clerk ordered the appraisal for the tidelands and began advertising in the Sentinel and posting at City Hall, Website, and the Post Office. The advertisement stated that any persons wishing to protest the sale, must file a written protest to the borough clerk, no later than November 8, 2023. The borough received no protests.

Once approved, the Easterly's will be required to submit payment in full for the tidelands and any other costs associated with this sale (advertising, appraisal cost, and recording fee).

The information below has not been modified from the meeting held October 10, 2023

We received a request from Randy and Jeannie Easterly to purchase the City-Owned Tidelands that they are currently leasing.

In their letter, they state that they would like to fill out their rockpad onto the tidelands for a parking area and a shop. They also state that it would be beneficial to the city for property taxes and possibly for a future business. Finally, they state that they do not want to spend a lot of money developing land that is the city's (leased) and not theirs.

The Port and Planning & Zoning Commissions were required to review this request and make a recommendation for or against the potential sale before it comes to the Assembly in the form of a Public Hearing.

Port Commission Action: On September 7, 2023, the Port Commission unanimously passed the request to sell tideland parcel Lot 24A, Block 83A, Parcel No. 02-025-228 to Randy and Jeannie Easterly.

Planning & Zoning Commission Action: On September 14, 2023, the Planning & Zoning Commission approved the request to purchase city-filled tidelands identified as Lot 24A, Block 83-A with no conditions of the sale.

Following WMC 16.12.040 (2), after the Port & Planning & Zoning Commission memos were received, this item requires a Public Hearing.

Property owners who are within 300 feet of the proposed tidelands were notified of this Public Hearing. If the Assembly approves moving forward with the sale of these tidelands, the next step will be to obtain an appraisal and post the public notice, inviting those who want to protest the sale, to do so. Although the tidelands are currently leased to the applicant, the last assessment was done back in 2022.

That Public Notice will be published 30-days prior to the final approval of the tidelands coming to the Assembly.

As per WMC 16.12.060 - No sale of tidelands shall occur except upon a public hearing as per At the public hearing, the applicant must clearly demonstrate the benefits of sale of the subject tidelands tract that could not be realized by the borough through leasing; a determination by the assembly adverse to the applicant may not be appealed unless clearly erroneous. An applicant for purchase of tidelands must conclusively demonstrate the outright sale of the nominated tidelands tract, as contrasted with the lease of such tract, is in the borough's best interest. The borough reserves the right to refuse sale of any tidelands tracts, regardless of sufficiency of proof.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 12-23-1823

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC TIDELANDS, LOT 24A, BLOCK 83-A, PLAT 2006-6, TO RANDY AND JEANNIE EASTERLY FOR THE APPRAISED VALUE OF \$63,800 PLUS ASSOCIATED FEES

WHEREAS, the Borough Assembly, at their meeting held October 10, 2023, approved moving forward with the sale of city-owned tidelands, LOT 24A, BLOCK 83-A, PLAT 2006-6, TO RANDY AND JEANNIE EASTERLY; and

WHEREAS, said tidelands are currently leased by Randy and Jeannie Easterly; and

WHEREAS, all requirements as per WMC 16.12.030 – Sale of tidelands have been followed; and

WHEREAS, all property owners within 300-feet of the proposed tidelands were notified of the public hearing on October 10, 2023; and

WHEREAS, a Public Hearing was held (as per WMC 16.12.030 – Sale of tidelands) to hear public testimony and for the Assembly to vote to move forward with the sale of said tidelands; and

WHEREAS, the Wrangell Planning & Zoning and Port Commissions both provided written memos in the affirmative to sell the leased Tidelands; and

WHEREAS, as per WMC 16.12.040, following the public hearing on October 10, 2023, a public notice was published three times in the newspaper, inviting those who wished to protest the sale, to do so by November 8, 2023; and

WHEREAS, there were no protests for the sale of said tidelands received; and

WHEREAS, the Borough Assembly is approving the sale of the above described tidelands to Randy and Jeannie Easterly, P.O. Box 1524, Wrangell, Alaska 99929, for the amount of \$63,800 plus associated fees.

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

Section 1. The Assembly of the City & Borough of Wrangell, Alaska authorizes the sale of the Borough-owned tidelands more particularly known as: LOT 24A, BLOCK 83-A, PLAT 2006-6.

Section 2. The Borough Mayor and Clerk are authorized to execute a quit claim deed to Randy and Jeannie Easterly, to convey the public tidelands, when the full price of \$64,901 which includes the advertising, appraisal fee, recording fee and fair market value amounts are paid.

Section 3. This resolution takes effect upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 12th DAY OF DECEMBER 2023.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

A RESTRICTED USE APPRAISAL OF
LOT 24 BLOCK 83A WRANGELL TIDELANDS,
WRANGELL RECORDING DISTRICT
WRANGELL, ALASKA 99929

FOR
Kim Lane
Borough Clerk
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE
NOVEMBER 27, 2023

FILE 23-3434

BY
MICHAEL C. RENFRO
Assessor
City and Borough of Wrangell, Alaska

APPRAISAL COMPANY OF ALASKA, LLC
405 W. 27th AVE.
ANCHORAGE, ALASKA 99503

November 27, 2023

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

Re: Lot 24 Block 83A Wrangell Tidelands
Wrangell, Alaska 99929

Dear Ms. Lane,

As requested, I have prepared a Restricted Use Appraisal Report on the fair market value of the above referenced property. The appraisal date is November 27, 2023. The purpose of the report is to determine the fair market value for sale purposes. A description and valuation follow.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of October 11, 2023 is:

\$63,800

This Restricted Use Report is intended to meet the current Uniform Standards of Professional Appraisal Practice as formulated by the Appraisal Foundation

A description of the site and the analysis which leads to the fair market value conclusion follows. A complete description of the comparable data is included in a separate report which is retained in the appraiser's work file.

If you have any questions regarding this Restricted Use Appraisal Report, please do not hesitate to call me.

Sincerely,

APPRAISAL COMPANY OF ALASKA

Michael C. Renfro
Assessor
City and Borough of Wrangell, Alaska



RESTRICTED USE APPRAISAL

This is a Restricted Use Appraisal Report. As such, it presents only a Restricted Use discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

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

APPRAISER: Michael C. Renfro, Assessor
City and Borough of Wrangell
341 W Tudor Rd. Suite 202
Anchorage, Alaska 99503

SUBJECT: Fee Simple Estate

Land Only – Lot 24 Block 83A Wrangell Tidelands
Wrangell, Alaska 99929

OWNER: City and Borough of Wrangell

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the fair market value of the subject property. **Market value** is defined by the federal financial institutions regulatory agencies as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:



- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT: This appraisal is intended to assist the client in determining the subject's market value for Sale Purposes.

INTEREST VALUED: Fee Simple estate which is defined as "Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."

EFFECTIVE DATE OF VALUE: October 11, 2023

DATE OF REPORT: November 27, 2023

SALES HISTORY: There are no reported sales of the property over the last three years.

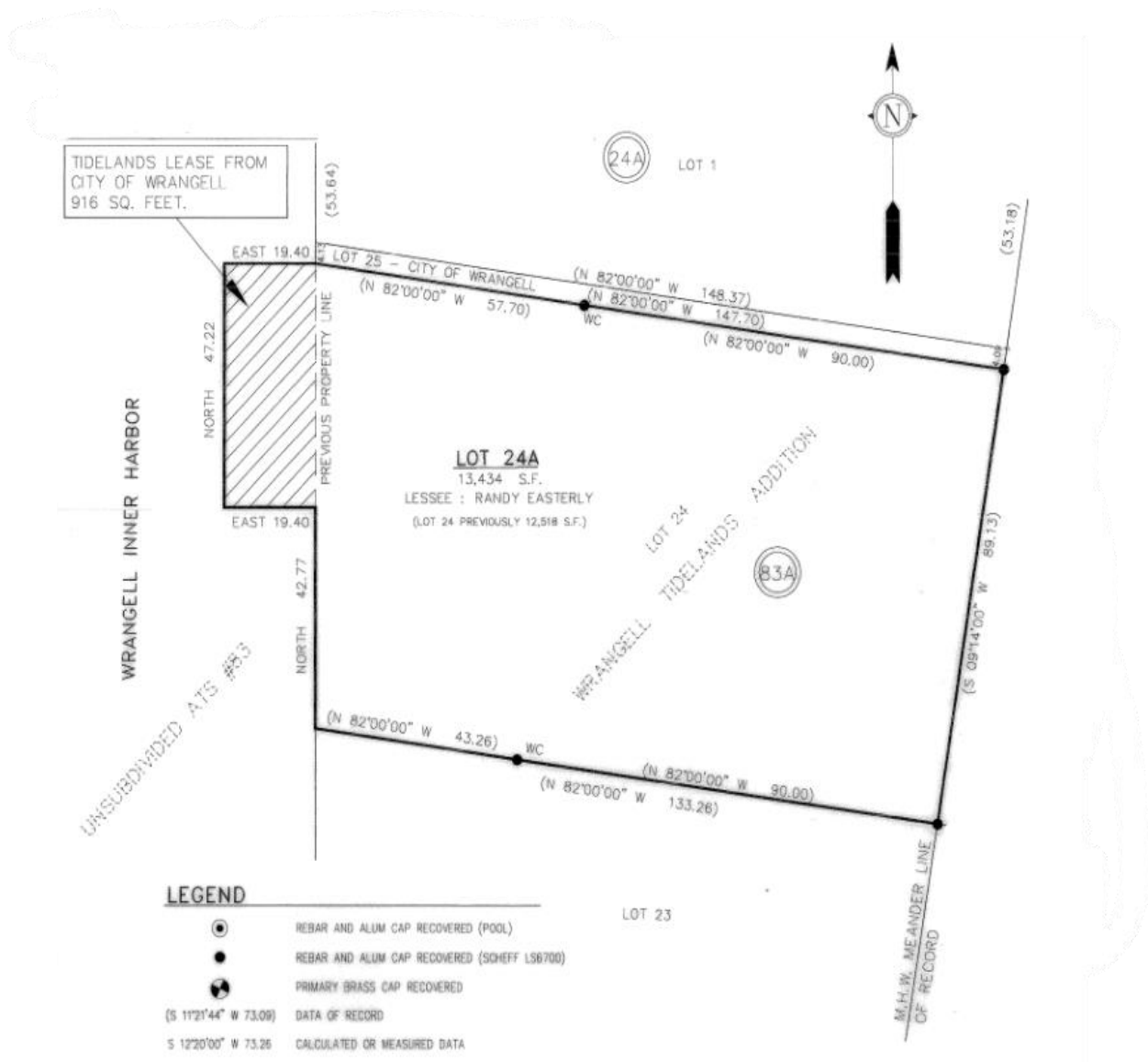
APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser:

- Inspected the subject property prior to October 11, 2023
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

The appraiser believes the primary approach to value is the sales comparison approach. The appraisal process therefore involved no departures from Standards Rule 1-4(b) i, ii, iv, v and vi.



PLAT MAP



This Restricted Use Appraisal Report is a brief recapitulation of the available data, analyses, and conclusions.

SUMMARY OF PROPERTY APPRAISED: The property that is the subject of this report is situated adjacent to 825 Case Avenue and the Harbor side of the adjoining uplands.

Legal Description: Lot 24 Block 83A Wrangell Tidelands.

Address: 825 Case Ave. Wrangell, Alaska, 99929

Land: The subject is a submerged lot located to the west of 825 Case Avenue containing 13,434 square ft.

Utilities: All utilities are available adjacent to the site.

Improvements: No improvements are included in this report.

Environmental Condition: No warranties as to environmental issues have been addressed by the appraiser. A visual inspection showed no evidence of contamination. If this is a concern of the seller or purchaser, it should be inspected by a qualified inspector.

Zoning: The subject is zoned Waterfront development.

HIGHEST AND BEST USE: In common appraisal practice, the concept of highest and best use represents the premise upon which the value estimated is based.

As if vacant, the subject's highest and best use would be for development consistent with the current zoning requirements. Waterfront development or uses associated with waterfront development.



Land Value: There have been limited sales of similar undeveloped lots. The sales provided are considered to be representative of the market for undeveloped land.

COMPARABLE LAND SALES

NO.	Legal	Date	Sale Price	Area/SF	Price/SF	Remarks
1	Lot 6 Block 84B Tideland Sub ATS 83 Wrangell, AK	09/22	\$52,000	9,456	\$5.50	Submerged Tidelands Residential Use in Reliance Harbor
2	Lot 9 Blk 83 USS119 & Lot 4 Blk 83A WTA	10/20	\$150,000	17,655	\$8.50	Inter Harbor Waterfront Lot Sale with Tidelands
3	A Ptn of Lot 15 Blk 12A ATS 83 Wrangell, AK	11/21	\$112,000	12,220	\$9.18	Filled Tideland Near Ferry Terminal
4	Lot 6 Blk 84D + Lot 7 Blk 84D	12/22	\$83,989	35,740	\$2.35	Inter Harbor Lot Sale.

Analysis of Comparable Land Sales:

Time:

With a limited number of sales, it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales into conformity with the subject. However, in general, values are increasing in Wrangell. The CPI indicates an increase of around 2% per year. Prior to mid 2021 when the market increased approximately one-half percent each month.

Terms:

None of the sales used in the analysis is believed to require consideration for special financing or other sale conditions.

Size:

Smaller parcels tend to sell for more per unit of comparison than larger parcels, all other factors being equal. In relation to the subject comparable sale 1 is smaller and requires a downward adjustment. Comparable 4 is larger and requires an upward adjustment. In relationship to subject, comparables 2 and 3 are approximately the same size.

Location and Access:

Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However, analysis of other sales contained in our separate report on Wrangell sales and lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. The subject's location and access are felt to be inferior to all of the comparables.

Utilities:

All of the comparables have similar utilities.

Topography:

Again, topography is somewhat subjective on the part of the appraiser. Comparable 1 is the sale of a submerged Residential Tideland, across the harbor north of the subject. Comparable 2 is a sale of a site with both uplands and tidelands off of Case Avenue south of the subject. Comparable 3 is the sale of a filled tideland behind the State Ferry Terminal and is given the least weight in final analysis. Comparable 4 is the sale of a large tideland across the harbor from the subject. It is the most current sale, but is considered to have sold below market value.



Adjustment Grid: The following grid shows the estimated adjustment for each sale, bringing it into conformity with the subject:

Sale No.	#1	#2	#3	#4
Price/SF	\$5.50	\$8.50	\$9.18	\$2.35
Time	+6%	14%	12%	5%
Net After Time	\$5.83	\$9.69	\$10.28	\$2.47
Terms	0	0	0	
Size	-30%	0	0	+30%
Location/Access	-10%	-10%	+20%	-10%
Utilities	0	0	0	0
Topography	0	-20	-40	0
Net Adjustment	-40%	-30%	-60%	+20%
Indicated Value/SF	\$3.50	\$6.78	\$4.11	\$2.96



Conclusion:

Comparable one is a current sale of a smaller residential tideland very close to the subject to the northwest with superior location and access. It is also adjusted upward for size.

Comparable two is the combined sale of two lots, one uplands the other adjoining tidelands. This sale is very similar to the subject located off of Case Avenue. The combined indicated value per square foot lot is \$8.50 before adjusting for the time, location, access and uplands contribution.

Comparable three is the sale of a filled tideland behind the State Ferry Terminal. This sale is adjusted for time, date of sale, size, superior location, and fill. It is weighted the least in final analysis.

Comparable four is a very similar tideland across Reliance Harbor from the subject. It was appraised at \$3.12 per square foot but sold off at \$2.35 for economic reasons by the borough. It is larger than the subject and adjusted upward. It is also felt to have a superior location and is adjusted downward.

The range in indicated value after adjustments is \$3.50 for a smaller residential submerged tideland to \$6.78 per square foot for a similar size sale. Both comparables 2 and 3 have filled tidelands or uplands.

Sale 4 is given the most weight as the most similar tideland sale and the most current sale

Comparable 1 is weighted the least as a small residential tideland.

Comparables 2 and 3 are weighted equally but less than comparable 4.

In conclusion the final fair market value of the subject submerged tidelands is:

The estimated market value is:
 $13,434 \text{ sq. ft.} \times \$4.75/\text{sq. ft.} = \$63,811.50$

Rd. \$63,800



ASSUMPTIONS AND LIMITING CONDITIONS:

1. As agreed upon with the client prior to the preparation of this appraisal, this is a Limited Appraisal because it invokes the Departure Provision of the Uniform Standards of Professional Appraisal Practice. As such, information pertinent to the valuation has not been considered and/or the full valuation process has not been applied. Depending on the type and degree of limitations, the reliability of the value conclusion provided herein may be reduced.
2. This is a Restricted Use appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Use Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any maps, sketches, plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.



9. It is assumed that there is full compliance with all applicable federal, state, and local regulations and laws unless otherwise stated in this report.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no encroachments or trespass unless otherwise stated in this report.
11. The valuation assumes the appraised property (site and improvements) is free and clear of hazardous contaminants, unless specifically noted. If the appraised property is suspected of contamination, then the client is urged to retain an engineer's report. The appraiser(s) reserve the right to review value conclusions if documentation, including cost-to-cure estimates, is provided.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.



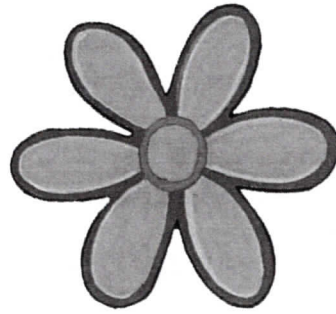
CERTIFICATION

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

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



Michael C. Renfro



Hi Kim,

8-15-23

We would like to request
to purchase our Tideland:
Block-83A Lot 24A Parcel no#
02-025-228

We would like to fill out our
rockpad onto the tideland for
parking & a shop.

It would be beneficial to
the city for Property Taxes &
possibly a future business.

We really don't want to
spend a bunch of money to
develop the cities property.

Thank You,
Randy Easterly



CITY & BOROUGH OF WRANGELL
INCORPORATED MAY 30, 2008

Economic Development Department

PO Box 531, Wrangell, AK 99929
Phone (907)-874-3902

Date: September 29, 2023

To: Jeff Good, Borough Manager,
Kim Lane, Borough Clerk
Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Request from Randy Easterly to purchase borough tidelands identified as Lot 24A, Block 83-A, Wrangell Townsite (Plat No. 2006-6), zoned Waterfront Development.

Attachments: 1.) Public Map of Property

On September 14th, 2023, the Planning and Zoning Commission reviewed Randy Easterly's request to purchase Borough owned tidelands which are currently under long term lease held by Mr. Easterly. The commission voted to recommend the sale of tidelands identified as Lot24A, Block 83-A with no conditions of sale.

MEMORANDUM

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

**FROM: Steve Miller
Port Director**

**SUBJECT: Request from Randy Easterly to purchase Borough Real Property/Tidelands
identified as Lot 24A, Plat 2006-6, Block 83A.**

DATE: September 7, 2023

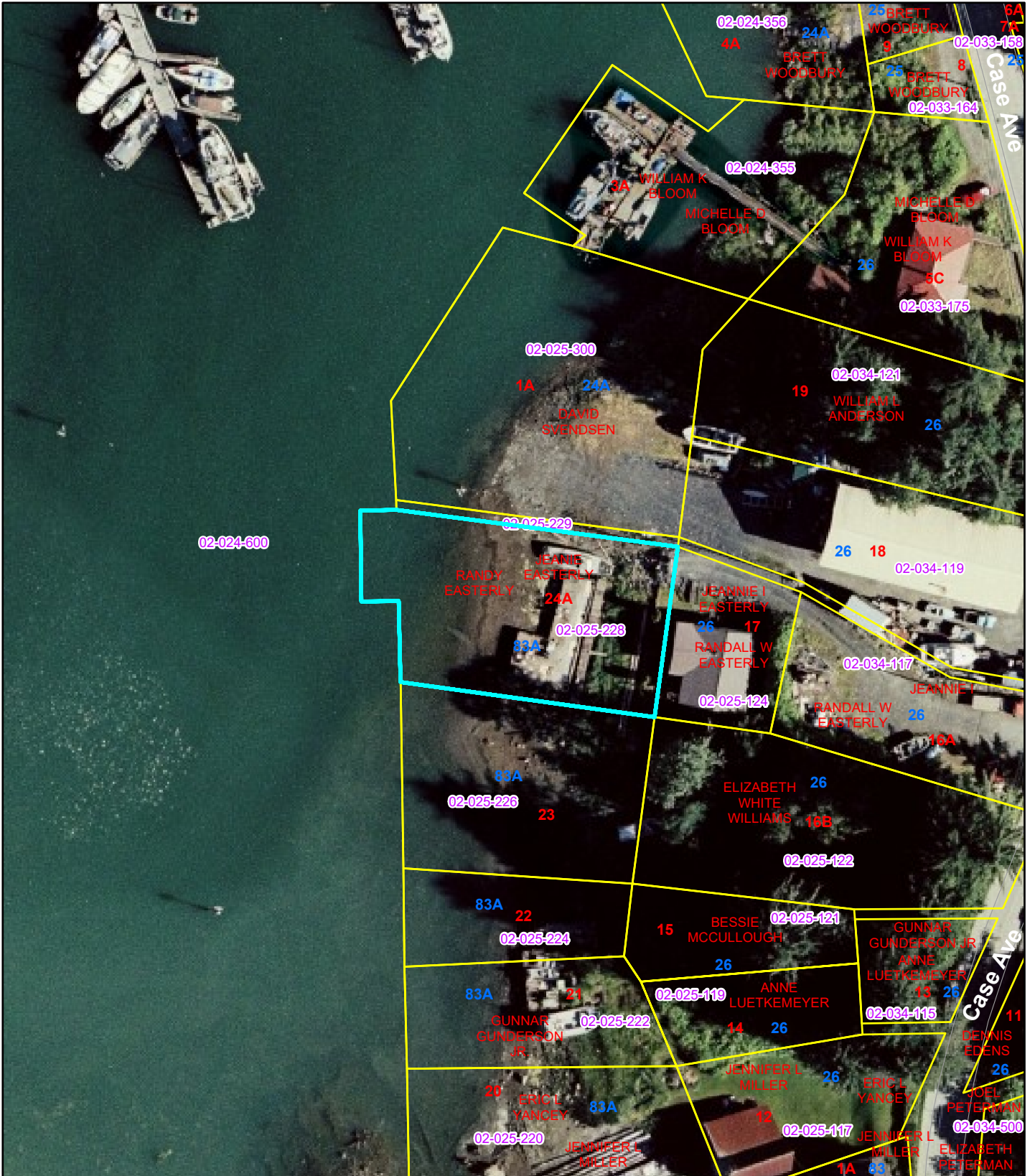
The Port Commission at their regular meeting of September 6, 2023, reviewed the request from Randy Easterly to purchase tidelands property identified above.

RECOMMENDATION:

The Port Commission voted to recommend to the Assembly to move forward with the Tidelands Sale to Randy Easterly. They believe this sale will not impede future growth or other users of the harbor.

CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



1 inch = 70.912306 feet
 Date: 9/2/2023
 71

Public Map



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
 PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12th, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1830 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING A LEASE FOR THE ST. FRANCES ANIMAL RESCUE

SUBMITTED BY:

Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution 12-23-1830. 2. Lease Agreement, 3. Aerial Map, 4. St. Frances Needs Assessment and Plot Plan 5. Conditional Use Permit Approval Letter

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1830.

SUMMARY STATEMENT: The St. Frances Animal Rescue approached the City and Borough with the prospect of procuring Borough land for the purpose of establishing a cat shelter. In 2021 and 2022, the demand to rescue and surrender cats exceeded their foster capacity. Through those efforts it was clear to the Board that they needed to establish a facility to assist abandoned and/or

feral cats. A previous facility was operated by volunteers at a private property. Since its closure the St. Frances Animal Rescue Board has been working to foster and rehome cats and one dog within the community. Establishing a site with adequate facilities is a critical need for the non-profit organization.

Borough Staff met with members of St. Frances Animal Rescue to identify and review an exhaustive list of viable lots for their operation. The Wrangell Police Department's impound lot, located in the industrial park, was the recommended choice by staff and preferred option among the Board Members. The Police Chief and Public Works Director have been engaged in the process and are in support of allocating a portion of the lot for the purpose of establishing a cat shelter. A site plan has been included as an exhibit of the lease to detail the leased premises.

Due to the zoning regulations of the industrial park, the St. Frances Animal Rescue was required to obtain a Conditional Use Permit. The approval of the permit was conditional, with terms reflected in the attached approval letter crafted by the Planning Administrator following the April 13th meeting. Development, maintenance, staffing, and operating expenses are the responsibility of St. Frances Animal Rescue.

The land lease is for less than full and true value of the land due to the importance of the services provided to the community supported by the fact that all work performed by St. Frances Animal Rescue is by volunteer labor and donations.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-23-1830

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING A LEASE FOR THE ST. FRANCES ANIMAL RESCUE

WHEREAS, the St. Frances Animal Rescue has made a request to the City and Borough of Wrangell for a long term land lease to include a conditional use permit application located at the City and Borough of Wrangell's impound lot for a cat shelter; and

WHEREAS, all work performed by the St. Frances Animal Rescue is by volunteer labor and donations; and

WHEREAS, securing a land lease and conditional use permit, with minimal or no annual rent payment is required to construct, maintain and operate the community cat shelter; and

WHEREAS, the land lease and conditional use permit application after review from the Wrangell Police Chief and Public Works Director, was further reviewed by the City and Borough of Wrangell's Planning Commission and it has been determined that the land being sought for lease is zoned to allow conditional use of this kind and the Planning Commission and Economic Development Board supports the lease application.

THEREFORE BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL:

1. It is in the City and Borough's intent to lease a portion of land at the Police Impound Lot to the St. Frances Animal Rescue for less than full and true value of the land for construction, development, operation and maintenance of a community cat shelter; and
2. The proposed use of the land is of beneficial use in terms of the highest and best use of the land and shall be exempt from the public auction process.
3. The land will be leased to the St. Frances Animal Rescue at a rate of \$10.00 per year for the term of the lease agreement.
4. The St. Frances Animal Rescue will:
 - a. Ensure Borough access to the impound lot is maintained; and
 - b. Make all necessary reports, upgrades, and improvements to the property so it can be used for the intended purpose; and
 - c. Develop the property in accordance with all applicable state and local laws; and

- d. Maintain the property in a clean and sanitary manner in accordance with all applicable laws; and
- e. Staff and operate the facility; and
- f. Provide public liability insurance coverage.

RESOLVED FURTHER, The Borough Assembly authorizes a lease for the St. Frances Animal Rescue shelter.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th Day of December 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City and Borough of Wrangell
and
St. Frances Animal Rescue
Land Lease Agreement
December 2024

LAND LEASE AGREEMENT

This lease agreement ("lease") is made effective as of the 12th Day of December, 2023, between the City and Borough of Wrangell, a municipal corporation organized under the laws of the State of Alaska ("LESSOR"), and St. Frances Animal Rescue, a 501 (c) 3 charitable non-profit corporation ("LESSEE") (collectively, the "Parties").

RECITALS

WHEREAS, LESSOR is the owner of certain real property having the following legal description ("Property"):

A portion of Lot 4, Block 66, Wrangell Industrial Park Expansion Subdivision (Plat 92-9) Zoned Industrial, owned by the City and Borough of Wrangell, located in the Wrangell Recording District, First Judicial District, State of Alaska;

WHEREAS, LESSEE desires to lease a portion of the Property, a depiction of which is shown on the attached Exhibit A (the "Leased Premises"), for the purpose of operating the St. Frances Animal Rescue operating a shelter for cats;

WHEREAS, LESSEE obtained a Conditional Use Permit pursuant to Wrangell Municipal Code ("WMC") 20.68 to operate the facility from the City and Borough of Wrangell Planning and Zoning Commission;

WHEREAS, the Parties wish to address the need within the Borough for such a shelter facility;

WHEREAS, WMC allows the Borough to lease Borough real property for less than fair rental value if the lessee is a nonprofit organization and if such lease is determined by the Borough Assembly to be fair and proper and in the best interest of the public;

WHEREAS, for the reasons stated herein, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR the Leased Premises, on the terms and conditions set forth in this Lease;

NOW, THEREFORE, based upon the foregoing Recitals which are incorporated herein by reference, and for good and valuable consideration the amount and sufficiency of which is hereby acknowledged, LESSOR and LESSEE agree as follows:

1. PROPERTY

- 1.1. Leased Premises. The Leased Premises are depicted on Exhibit A. LESSOR leases to LESSEE and LESSEE leases from LESSOR the Leased Premises for the term, the rent, and subject to the terms, covenants and conditions hereinafter provided.
- 1.2. Quiet Enjoyment, Restrictions, Easements etc. LESSOR covenants and agrees that LESSEE, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on LESSEE's part to be kept or performed, shall

lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation, subject, however, to the rights and reservations expressed in the U.S. Patent to the Property, the State of Alaska Patent to the Property, existing easements for roads, electric, water, sewer and other utility lines, restrictions of record and to encroachments ascertained by physical inspection of the Property.

- 1.3. Leased Premises Accepted "As Is". LESSEE has inspected the Leased Premises and accepts the same "as is" and without reliance on any representations or warranties of LESSOR, its agents, servants, or employees, as to the physical condition of the Leased Premises, including, but not limited to, subsurface and soil conditions, or as to its fitness, habitability or use for any particular purpose, or otherwise.
- 1.4. No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the land below the level necessary for the use of the Leased Premises as stated in this Lease. LESSOR makes no warranty or representation as to whether the Leased Premises is subject to, open or closed to mineral claims or leases under state or federal law.
- 1.5. Appraisal Fee. No appraisal is required.

2. TERM

- 2.1. Lease Term. The initial term of this Lease shall be twenty-one (21) years, commencing on December 12th, 2023, and ending on December 12th, 2044.
- 2.2. Preference Rights to Re-Lease. LESSEE shall upon expiration of this Lease be allowed a preference right to re-lease the Leased Premises, provided the LESSEE is not in breach or default of any of the terms or conditions of the Lease at the time of Lease expiration, unless it shall be determined by LESSOR that the renewal of this Lease is not in the best interests of LESSOR.
- 2.3. Application to Re-Lease. If, at the expiration of this Lease, the LESSEE desires to re-lease the Leased Premises, LESSEE shall, not sooner than ninety calendar days and not later than sixty calendar days prior to the expiration, make an application to re-lease the Leased Premises. The re-lease application shall certify the character and value of all improvements placed by LESSEE on the Leased Premises, the purpose and lengths for which the re-lease is desired, and any other information that LESSOR may require. Applications to re-lease shall be submitted to the same application review as new applications for lease.
- 2.4. Hold Over. If LESSEE shall hold-over after the expiration of the term of this Lease such tenancy shall be from month to month, subject to all the terms, covenants and conditions of this Lease. If the Lease is in hold-over status and will not be renewed, either party may terminate the Lease 30 days' written notice to the other party.
- 2.5. Surrender of Possession. Upon the termination of this Lease, whether by lapse of time or otherwise, LESSEE shall promptly and peaceably surrender the Leased Premises, and all buildings and improvements thereon, except as provided in Article 17 of this Lease.

3. RENT, TAXES, ASSESSMENTS AND UTILITIES

- 3.1. Rent. The LESSEE agrees to pay to LESSOR an annual rent of ten dollars (\$10). The first rent payment is due upon execution of this Lease, and thereafter each annual rent payment is due by June 1st of each year. Rent shall be payable at the office of the Borough Manager, P.O. Box 531, Wrangell, Alaska 99929, or at such other place as LESSOR may designate in writing. Delinquent rent shall bear interest at the rate of twelve percent (12%) per annum.
- 3.2. LESSEE to Pay Utility Charges. LESSEE shall pay or cause to be paid all charges for gas, oil, electricity, water, sewer, heat, snow removal, refuse removal and any and all other utilities or services used upon the Leased Premises throughout the term of this Lease, including any connection fees.

4. USE

- 4.1. Use. LESSEE may only use the Leased Premises for the purpose of operating the St. Frances Animal Rescue operating a shelter for cats. LESSEE's use of the Leased Premises must comply with all conditions, limitations, and requirements imposed in LESSEE's Conditional Use Permit and all requirements of federal, state, and local law. Any modification to this permitted use requires a written amendment to this Lease.
- 4.2. Radio Interference. At the LESSOR's request, the LESSEE shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated provided that such a request is based upon a reasonable belief that LESSEE's machine or device is the source of the interference.

5. IMPROVEMENTS

- 5.1. Alterations and Additions. LESSEE may not make alterations, improvements, additions, or changes to the Leased Premises, or any part thereof, without the prior written consent of LESSOR. To the extent LESSOR obtains such consent, and undertakes any such alteration, improvement, addition, or change to the Leased Premises, LESSEE shall ensure that the same complies with all applicable local, state, and federal laws and LESSEE shall defend and indemnify LESSOR, and hold LESSOR harmless, from any and all damages of any kind and any nature arising out of or relating to in any way the LESSEE'S alteration, improvement, addition or change to the Leased Premises. LESSEE shall solely bear the costs of any such alteration, improvement, addition and/or change, unless LESSOR otherwise agrees in writing to bear such costs. LESSEE shall keep the Property free from liens or encumbrances of any nature. Upon the termination of this Lease, all such alterations, improvements, additions, and changes with the exception of trade fixtures as set forth in Section 6.1 shall belong to LESSOR, unless LESSOR elects to have LESSEE remove the same and reinstate the Leased Premises to its condition prior to such alteration, improvement, addition or change, all at LESSOR's sole expense. LESSOR may post the Property with notices of non-responsibility for labor and materials supplied thereto.

- 5.2. Notice of Construction. LESSEE shall give LESSOR no less than ten days written notice prior to the commencement of any LESSOR approved construction, alteration or repair of any improvements constructed or made by LESSEE on the Leased Premises so that LESSOR may, if it so elects, give notice of non-responsibility pursuant to AS 34.35, as now enacted or hereafter amended.
- 5.3. Landscaping. LESSEE shall landscape the areas surrounding any buildings or improvements constructed or maintained on the Leased Premises in a pleasing and aesthetic manner consistent with the current appearance of the Leased Premises and the surrounding land and shall maintain such landscaping in good condition.
- 5.4. Workers Compensation Insurance. No construction shall commence or continue without satisfactory proof that workers compensation insurance has been procured to cover all persons employed or volunteering in connection with the construction. Upon request by LESSOR, LESSEE shall make such proof available to LESSOR for inspection. Any deficiency with regard to such insurance requirement shall be cured immediately by LESSEE and no work will be performed on any such construction project until the LESSOR has satisfactory proof that required workers compensation insurance is in place.

6. TRADE FIXTURES

- 6.1. LESSEE's Ownership of Trade Fixtures, Machinery and Equipment. Any and all trade fixtures (including electrical fixtures), machinery, equipment of any nature whatsoever and other personal property of LESSEE at any time placed or maintained upon the Leased Premises by LESSEE shall be and remain property of the LESSEE and may be removed or replaced at any time during the term or at the termination of this Lease.

7. ASSIGNMENT AND SUBLETTING

- 7.1. Assignment Without Consent Prohibited. LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the Leased Premises or sublet all or any part of the Leased Premises, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any part of the Leased Premises without first obtaining LESSOR's written consent and the written consent of the Borough Assembly. Any assignment, encumbrance or sublease without LESSOR's consent shall be voidable and, at LESSOR's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. Any assignment affected pursuant to this paragraph 7.2 shall require the assignee to assume the LESSEE's obligations hereunder and shall otherwise comply with applicable provisions of Wrangell Municipal Code. LESSEE shall promptly deliver to LESSOR a copy of any assignment instrument. Any assignment shall not release the LESSEE from liability hereunder.
- 7.2. Assignment of Rents to LESSOR. LESSEE immediately and irrevocably assigns to LESSOR, as security for LESSEE's obligations under this Lease, all rent from any approved subletting of all or a part of the Leased Premises as permitted by this Lease, and LESSOR, as assignee and

attorney-in-fact for LESSEE or a receiver for LESSEE appointed on LESSOR 's application, may collect such rent and apply it toward LESSEE's obligations under this Lease, except that, until the occurrence of an act of default by LESSEE, LESSEE shall have the right to collect such rent.

8. LIENS

- 8.1. Prohibition of Liens. LESSEE shall not suffer or permit any liens, including without limitation, mechanic's, or materialman's liens, to be recorded against the Property. If any such liens shall be recorded against the Property, LESSEE shall cause the same to be removed, or, in the alternative, if LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, but in such case LESSEE hereby agrees to indemnify and save LESSOR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment or foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease shall be construed to be a waiver of the provisions of AS 09.38.015(c), as may be amended from time to time.

9. INDEMNITY

- 9.1. Indemnity. LESSEE agrees to protect, defend, indemnify, and hold LESSOR harmless from and against any and all damages to persons or property and liability of any kind and any nature, including death, arising from acts or omissions of LESSEE, its agents, servants, employees or contractors occurring on or relating to the Leased Premises or relating to the operation of LESSEE's use of the Leased Premises, and from any related expense, including reasonable attorneys' fees. Pursuant to this section, LESSEE is not required to indemnify, defend, or hold harmless LESSOR for a claim or, or liability for, the independent negligent acts, errors, or omissions of LESSOR. If any action or proceeding is brought against LESSOR by reason of any such occurrences, LESSOR shall promptly notify LESSEE in writing of such action or proceeding.

10. INSURANCE

- 10.1. Required Insurance Policies. LESSEE will, at its own expense, keep in force during the term of this Lease and any holdover period the following insurance policies:
- 10.1.1. A policy of commercial general liability insurance covering property damage and liability for personal injury occurring on or about the Property, with limits in the amount of at least One Million Dollars (\$1,000,000) per occurrence for injuries to or death of any person.
- 10.1.2. A policy of workers' compensation insurance as required by AS 23.30.045.
- 10.2. Named Insured and Notice to LESSOR. Copies of all insurance policies and a certificate of insurance with respect to each policy shall be delivered to LESSOR upon LESSEE taking occupancy of the Leased Premises and if there are any changes to the policies such changes shall be promptly provided to LESSOR. LESSOR shall be designated as an Additional Insured

on each and every insurance policy by an endorsement to each policy. Copies of such endorsements shall be furnished to LESSOR promptly with respect to each insurance policy.

11. CARE OF LEASED PREMISES

- 11.1. LESSEE's Maintenance and Repair Obligations. LESSEE shall at its own cost and expense keep the Leased Premises, and every part thereof including without limitations all improvements situated on the Leased Premises and all structural, mechanical, plumbing and electrical improvements to the Leased Premises, in good condition and repair. LESSEE shall upon the expiration or sooner termination of this Lease, quit and peacefully surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. The Leased Premises shall always be kept by LESSEE neat, clean and free of litter.
- 11.2. Restoration or Removal of Damaged Buildings and Improvements. In the event any buildings or improvements situated on the Leased Premises by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall at LESSEE's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event shall the period of restoration exceed twenty-four (24) months nor shall the period of removal exceed one hundred eighty days (180) days.
- 11.3. Access Rights of LESSOR. LESSOR, its agents, servants or employees, shall have the right to enter into and upon the Leased Premises and all buildings or improvements situated thereon upon reasonable notice to LESSEE and during normal business hours (defined as 9:00 a.m. to 5:00 p.m. Monday through Friday except for holidays as defined in paragraph 15.5 of this Lease) for the purpose of inspecting the Leased Premises and all buildings and improvements situated thereon for compliance with the terms of this Lease.
- 11.3.1. Notwithstanding any other provision of this Lease, the Parties understand and agree that a portion of the Property is used by the Borough as an impound lot, and the Borough and any other authorized individuals or entities may access the Property for the purposes of accessing the impound lot. The Parties understand and agree that such use or access may occur at any time and does not require prior notice. Nothing within this Lease shall be construed to limit such access.
- 11.4. Nuisances Prohibited. LESSEE shall immediately remove from the Leased Premises any abandoned or junk vehicles, buildings, improvements, equipment, machinery or fixtures. LESSEE shall not permit any nuisance or public nuisance to exist or to be created or maintained on the Leased Premises. LESSEE agrees that any nuisance or public nuisance as defined by the Wrangell Municipal Code, or any other code or regulations incorporated therein or otherwise adopted by ordinance or resolution of the City and Borough of Wrangell, may, after five days written notice to LESSEE, be removed by LESSOR without LESSEE's further permission, with use of force if necessary, and without incurring any civil or criminal liability therefore, all the costs of such removal to be paid by LESSEE to LESSOR as additional rent under the terms of this Lease. This paragraph shall not be construed as any limitation on any other legal rights or remedies available to the City and Borough of Wrangell to abate any nuisance or to prosecute any violation of the Wrangell Municipal Code.

12. LAWS

- 12.1. Compliance with Laws. LESSEE shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting LESSEE's activities on the Leased Premises or any buildings or other improvements which may be situated thereon, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. In the event of a conflict between the provisions of this Lease and the Wrangell Municipal Code, the latter shall control.

13. CONDEMNATION

- 13.1. Condemnation. In the event the Leased Premises, or any part thereof or interest therein, shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of LESSOR and LESSEE in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided in this Article 13.
- 13.2. Total Taking. If all the Leased Premises is taken or so transferred, this Lease and all the right, title and interest thereunder of LESSEE shall cease on the date title to the Leased Premises vests in the condemning authority.
- 13.3. Partial Taking - Termination of Lease. In the event the taking or transfer of part of the Leased Premises leaves the remainder of the Leased Premises in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the reasonable opinion of LESSEE for the purpose of operation thereon of LESSEE's business, then this Lease and all of the right, title and interest thereunder of LESSEE shall cease on the date title to the Leased Premises vests in the condemning authority, and the condemning authority enters into possession.
- 13.4. Partial Taking - Continuation of Lease. In the event the taking or transfer of a part of the Leased Premises leaves the remainder of the Leased Premises in such location and in such form, shape or size, or so accessible as to be effectively and practicably usable in the reasonable opinion of LESSEE for the purpose of operation thereon of LESSEE's business, this Lease shall terminate and end as to the portion of the Leased Premises so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but shall continue in full force and effect as to the portion of the Leased Premises not so taken or transferred. If there is a partial taking and this Lease is not terminated, then the annual rent payable under this Lease shall abate for the portion of the Leased Premises taken in the proportion that such portion bears to all of the Leased Premises.
- 13.5. Compensation. Any compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall be apportioned to LESSOR and LESSEE as follows: (a) LESSOR shall be entitled to such portion of the compensation attributable to LESSOR's interest in this Lease, LESSOR's ownership interest in the Leased Premises, and LESSOR's interest in any improvements to the Leased Premises; and (b) LESSEE shall be

entitled to such portion of the compensation attributable to LESSEE's interest in this Lease, and LESSEE's interest in an improvements to the Leased Premises. LESSEE shall have the right to claim and recover from the condemning authority compensation for any loss to which LESSEE may be entitled for LESSEE's moving expenses, interference with LESSEE's business, and damages relating to any trade fixtures, machinery or equipment owned by LESSEE, provided, however, that such compensation can be claimed only if separately awarded in the eminent domain proceeding or transfer in lieu thereof agreed to by LESSOR, and not as a part of the compensation recoverable by LESSOR.

14. DEFAULT

14.1. Default. Each of the following events shall be deemed an event of default by the LESSEE under this Lease and a breach of the terms, covenants and conditions of this Lease:

14.1.1. A default in the payment of the rent and additional sums due under this Lease, or any part thereof, for a period of fifteen (15) days from the due date for the payment of such rent or additional sums. A default in the performance of any other term, covenant or condition on the part of the LESSEE to be kept, performed or observed for a period of fifteen (15) days after LESSOR gives to LESSEE a written notice specifying the particular default or defaults; provided, however, that any default on the part of LESSEE in the performance of work or acts required by him to be done, or conditions to be modified, shall be deemed to be cured if steps shall have been taken promptly by LESSEE to rectify the same and shall be prosecuted to completion with diligence and continuity.

14.1.2. The filing of a petition by or against LESSEE for adjudication as bankrupt under the Federal Bankruptcy Code, as now enacted or hereafter amended, or for arrangement pursuant to Chapter XI of the Bankruptcy Code.

14.1.3. The making by LESSEE of an assignment of this Lease or the Leased Premises as set forth in Section 7.1 for the benefit of creditors.

14.1.4. The levy upon execution or attachment by process of law of the leasehold interest of LESSEE in the Leased Premises.

14.1.5. The use of the Leased Premises or buildings and improvements thereon for purposes other than those enumerated herein, to which LESSOR has not given its written consent.

14.1.6. The abandonment of the Leased Premises by LESSEE.

14.2. LESSOR's Remedies. In the event of any default by LESSEE as recited in paragraph 14.1 of this Lease, LESSOR shall have all of the below enumerated rights and remedies, all in addition to any rights and remedies that LESSOR may be given by statute, common law or otherwise. All rights of LESSOR shall be cumulative, and none shall exclude any other right or remedy. LESSOR's rights and remedies include the following:

- 14.2.1. LESSOR may declare the term of this Lease ended by written notice to LESSEE. Upon termination of this Lease, LESSEE shall surrender possession and vacate the Leased Premises immediately and deliver possession thereof to LESSOR, and LESSEE hereby grants to LESSOR full and free license to enter into and upon the Leased Premises in such event with or without process of law and to repossess LESSOR of the Leased Premises and to expel or remove LESSEE and any others who may be occupying or within the Leased Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing LESSOR's right to rent or any other right given to LESSOR hereunder or by operation of law.
- 14.2.2. LESSOR may by written notice declare LESSEE's right to possession of the Leased Premises terminated without terminating this Lease. Upon such termination of LESSEE's right to possession, LESSOR shall have all the rights to repossess the Leased Premises and remove LESSEE and LESSEE's property that are enumerated in paragraph 14.2.1.
- 14.2.3. LESSOR may relet the Leased Premises in whole or in part for any period equal to or greater or less than the remainder of the term of this Lease, for any sum which LESSOR may deem reasonable, except as provided in paragraph 14.2.5.2.
- 14.2.4. LESSOR may collect any and all rents due or to become due from subtenants or other occupants of the Leased Premises.
- 14.2.5. LESSOR may recover, whether this Lease be terminated or not, from LESSEE, damages provided for below consisting of that referenced in subparagraphs 14.2.5.1., and 14.2.5.2., or, in lieu of that referenced in subparagraph 14.2.5.2., those referenced in subparagraph 14.2.5.3.;
- 14.2.5.1. actual attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE; and
- 14.2.5.2. an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by LESSOR on reletting the Leased Premises, which shall be due and payable by LESSEE to LESSOR on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days LESSEE shall pay to LESSOR the amount of deficiency then existing such net rent collected on reletting by LESSOR shall be computed by deducting from the gross rent collected all expenses incurred by LESSOR in connection with the reletting of the Leased Premises, or any part thereof, including broker's commission and the cost of renovating or remodeling the Leased Premises or the buildings or improvements thereon, provided, however, LESSOR must take diligent effort in reletting the Leased Premises to obtain a rental rate as close to or above that required of LESSEE under this Lease or else LESSOR will not have access to the remedy set out in this subparagraph 14.2.5.2., or

- 14.2.5.3. an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Leased Premises for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Leased Premises for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year.
- 14.2.6. Reentry or reletting of the Leased Premises, or any part thereof, shall not be deemed a termination of this Lease, unless expressly declared to be so by LESSOR.
- 14.2.7. If this Lease shall be deemed terminated, LESSEE's liabilities shall survive, and LESSEE shall be liable for damages as provided in this paragraph 14.2.
- 14.3. LESSOR may recover reasonable attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE; and
- 14.3.1.1. an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by LESSOR on reletting the Leased Premises, which shall be due and payable by LESSEE to LESSOR on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days LESSEE shall pay to LESSOR the amount of deficiency then existing such net rent collected on reletting by LESSOR shall be computed by deducting from the gross rent collected all expenses incurred by LESSOR in connection with the reletting of the Leased Premises, or any part thereof, including broker's commission and the cost of renovating or remodeling the Leased Premises or the buildings or improvements thereon, provided, however, LESSOR must take diligent effort in reletting the Leased Premises to obtain a rental rate as close to or above that required of LESSEE under this Lease or else LESSOR will not have access to the remedy set out in this subparagraph 14.2.5.2., or
- 14.3.1.2. an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Leased Premises for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Leased Premises for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year.
- 14.3.2. Reentry or reletting of the Leased Premises, or any part thereof, shall not be deemed a termination of this Lease, unless expressly declared to be so by LESSOR.
- 14.3.3. If this Lease shall be deemed terminated, LESSEE's liabilities shall survive, and LESSEE shall be liable for damages as provided in paragraph 14.2 and its sub-parts.

15. GENERAL PROVISIONS

- 15.1. Estoppel Certificates. Either party shall at any time and from time to time upon not less than thirty (30) days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.
- 15.2. Conditions and Covenants. All the provisions of this Lease shall be deemed as running with the land and shall be construed to be “conditions” as well as “covenants,” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
- 15.3. No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
- 15.4. Time of Essence. Time is of the essence of this Lease and of each provision.
- 15.5. Computation of Time. The time in which any act provided by this Lease is to be done as computed by excluding the first (1st) day and including the last, unless the last day is a Saturday, Sunday, or a holiday, and then it is also excluded. The term “holiday” shall mean all holidays as defined by the statutes of Alaska.
- 15.6. Entirety of Lease. This Lease constitutes the entire and integrated agreement between LESSOR and LESSEE concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of LESSOR shall bind LESSOR or be enforceable by LESSEE unless specifically set forth in this Lease.
- 15.7. Governing Law/Jurisdiction/Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska and the City and Borough of Wrangell. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the First Judicial District at Wrangell.
- 15.8. Severability/Binding Effect. If any provision of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any other applications of such provision shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of the parties’ heirs, executors, other legal representatives, successors and assigns.
- 15.9. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of

partnership or of joint venture or of any association between LESSOR and LESSEE; and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of LESSOR and LESSEE.

- 15.10. Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.
- 15.11. Number and Gender. In this Lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.
- 15.12. Mandatory and Permissive. "Shall," "will," and "agrees" are mandatory; "may" is permissive.
- 15.13. Captions. Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- 15.14. Amendment. This Lease is not subject to amendment except in writing executed by all parties hereto and approved by the Borough Assembly.
- 15.15. Representation of LESSEE. LESSEE acknowledges that LESSEE has had a full opportunity to consult with attorneys of its choice before signing this Agreement. LESSEE acknowledges that it is not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or Assembly members in entering this Lease. LESSEE acknowledges that it has not received and is not relying on any legal advice or representations by the Borough attorneys.
- 15.16. Delivery of Notices - Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in paragraph 15.17 and shall be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.
- 15.17. Notices. All notices, demands, and requests from LESSEE to LESSOR shall be given to LESSOR at the following address:

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

All notices, demands, or requests from LESSOR to LESSEE shall be given to LESSEE at the following address:

St. Frances Animal Rescue
 President: Joan Sargent
 P.O. Box 2142
 Wrangell, Alaska
 99929

- 15.18. Change of Address or Agent. Each party shall have the right, from time to time, to designate a different address or different agent for service of process by notice given in conformity with paragraph 15.16. Any changes shall be noticed in writing within 30 days of the change.
- 15.19. Furnishing of Information. Upon LESSOR's written request, LESSEE shall provide LESSOR with copies of articles of incorporation and bylaws, partnership agreements, joint venture agreements or other reasonably related documents which shall define the manner of organization and the ownership of any business or activities to be conducted upon the Leased Premises, together with all future amendments thereto. LESSOR shall treat such information as confidential and not release it to a third party unless legally compelled to do so. LESSEE and LESSEE's assignee or SUBLESSEE shall also provide the same information regarding any assignee or SUBLESSEE of LESSEE.
- 15.20. Recordation. This Lease or a memorandum thereof may be recorded by LESSOR, or by LESSEE at LESSEE's expense with the State of Alaska designated Recorder's Office for the recording of documents related to the Leased Premises.
- 15.20.1. LESSOR's Lien and Security Interest. LESSOR shall have a lien on, and LESSEE hereby grants LESSOR a security interest on, improvements, equipment, and fixtures, which are or may be put on the premises by LESSEE, to secure the payment of the rent and additional sums reserved under this Lease. If LESSEE shall default in the payment of such rent, LESSOR may, at its option, without notice or demand, take possession of and sell such property in accordance with the Uniform Commercial Code of Alaska or other applicable law. LESSOR shall apply the proceeds of sale as follows:
- 15.20.1.1. To the expense of sale, including all costs, fees and expenses of LESSOR and LESSOR's reasonable attorney's fees in connection with such sale.
- 15.20.1.2. To the payment of such rent; and
- 15.20.1.3. The surplus, if any, to LESSEE.

16. OWNERSHIP OF IMPROVEMENTS AND FIXTURES ON TERMINATION

- 16.1. Permanent Improvements. Upon the termination of this Lease, except as provided in paragraph 17.2 below, all buildings and structures, alterations, improvements, additions, and changes to the Leased Premises shall be owned by and be property of LESSOR, unless LESSOR elects to have LESSEE remove the same or any part thereof and reinstate the Leased Premises to its condition prior to such the construction of such building, structure, alteration, improvement, addition or change, all at LESSEE's sole expense.
- 16.2. LESSEE May Remove Trade Fixtures, Machinery and Equipment. Subject to other provisions of this Lease, trade fixtures, machinery and equipment owned by LESSEE may be

removed by LESSEE from the Leased Premises within sixty (60) days after the expiration or termination of this Lease; provided that such removal will not cause injury or damage to the Leased Premises, or if it does, LESSEE shall indemnify LESSOR for the full amount of such damage; and further provided that any buildings, improvements, fixtures, machinery or equipment left on the Leased Premises by LESSEE shall be in good, safe and tenantable or operable condition; and further provided that LESSEE shall not commit, create, leave or allow to exist on the Leased Premises any nuisance or public nuisance. LESSOR may extend the time for such removal in case hardship is shown to LESSOR's satisfaction, provided application for extension has been made in writing and received by LESSOR within said sixty (60) day period.

- 16.3. Property Not Removed. Any trade fixtures, machinery, equipment or other items of property, which are not removed from the Leased Premises within the time allowed in paragraph 17.2 of this Lease, shall immediately become the property of LESSOR and title thereto shall vest in LESSOR without further action on the part of LESSEE or LESSOR. LESSOR may use, sell, destroy, or otherwise dispose of any such property in any matter which it sees fit, without further obligation to LESSEE and subject to LESSEE's indemnification obligations under paragraph 17.2.

17. OWNERSHIP OF IMPROVEMENTS AND FIXTURES ON TERMINATION

- 17.1. LESSEE May Remove Buildings, Improvements, Fixtures, Machinery and Equipment. Subject to other provisions of this Lease, buildings, improvements, fixtures, machinery and equipment owned by LESSEE may be removed by LESSEE from the Leased Premises within sixty (60) days after the expiration or termination of this Lease; provided that such removal will not cause injury or damage to the Leased Premises, or if it does, LESSEE shall indemnify LESSOR for the full amount of such damage; and further provided that any buildings, improvements, fixtures, machinery or equipment left on the Leased Premises by LESSEE shall be in good, safe and tenantable or operable condition; and further provided that LESSEE shall not commit, create, leave or allow to exist on the Leased Premises any nuisance or public nuisance. The LESSOR may extend the time for such removal in case hardship is shown to LESSOR's satisfaction, provided application for extension has been made in writing and received by LESSOR within said sixty (60) day period.
- 17.2. Property Not Removed. Any buildings, improvements, fixtures, machinery, equipment, or other items of property, which are not removed from the Leased Premises within the time allowed in paragraph 17.1 of this Lease, shall immediately become the property of LESSOR and title thereto shall vest in LESSOR without further action on the part of LESSEE or LESSOR. LESSOR may use, sell, destroy, or otherwise dispose of any such property in any matter which it sees fit, without further obligation to LESSEE.

18. NONDISCRIMINATION

- 18.1. LESSEE Will Not Discriminate. LESSEE agrees that in its use and occupancy of the Leased Premises it will not, on the grounds of race, color, religion, national origin, ancestry, age, or sex, discriminate or permit discrimination against any prospective occupant, patron,

customer, employee, applicant for employment or other person or group of persons in any manner prohibited by federal, state or local law or regulations promulgated thereunder.

19. HAZARDOUS MATERIALS

- 19.1. Condition of Leased Premises. LESSEE has had full opportunity to examine the Leased Premises for the presence of any Hazardous Material and accepts the Leased Premises in "as is" condition. LESSEE acknowledges that LESSOR, its agents, authorized representatives, or employees have made no representations as to the physical conditions of the Leased Premises, including but not limited to the subsurface and soil conditions. LESSEE accepts the Leased Premises in an "as is" condition. LESSEE does not accept or assume responsibility or liability for pre-existing subsurface and/or soil conditions, including, but not limited to Hazardous Materials and/or Environmental contamination that is unknown and/or undisclosed to LESSEE at the time of execution of this Lease.
- 19.2. Release of LESSOR. Any other provision of this Lease to the contrary notwithstanding, LESSEE releases LESSOR from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Leased Premises, damages due to loss or restriction of usable space, and attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising before, during or after the term of this Lease, and resulting from the use, keeping, storage or disposal of Hazardous Material on the Leased Premises provided that such Hazardous Material did not arise solely out of acts or omissions of LESSOR. This release includes, without limitation, any and all costs incurred due to any investigation of the site, or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law.
- 19.3. Use of Hazardous Materials on the Leased Premises.
- 19.3.1. LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by LESSEE or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to LESSEE's permitted use of the Leased Premises.
- 19.3.2. Any Hazardous Material permitted on the Leased Premises as provided in this paragraph, and all containers, therefore, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.
- 19.3.3. LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by the LESSOR, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use or enjoyment of the Leased Premises or any other real or personal property.

- 19.3.4. LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Leased Premises by the LESSEE, its authorized representatives and invitees, and the LESSEE shall give immediate notice to the LESSOR of any violation or potential violation of the provisions of subparagraphs 19.3 and its subparagraphs.
- 19.4. Indemnification of LESSOR by LESSEE for Environmental Contamination. LESSEE agrees to forever protect, defend, indemnify and hold harmless LESSOR from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against LESSOR, LESSEE or third parties, by government agencies or third parties, alleging the release or threatened release of hazardous substances or environmental contamination of any kind on or in connection with the Leased Premises) and all costs thereof (including without limitation costs of removal action, remedial action, other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by LESSOR in response to and defense of same) arising in favor of any party, including LESSOR, and arising from or connected with LESSEE's activities under this Lease or LESSEE's use of or presence on the Leased Premises, whether such activities, use or presence are those of LESSEE or LESSEE's agents, subcontractors or other representatives. LESSEE acknowledges that this indemnification clause shall survive termination of this Lease, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under AS 46.03.822 or federal law.
- 19.5. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.
- 19.6. Liability of Releases/Threatened Releases of Hazardous Materials. LESSEE agrees that at all times while this Lease is in effect, for purposes of potential liability under AS 46.03.822 or any similar law:
- 19.6.1. LESSEE, not LESSOR, shall be deemed the owner of and person having control over any hazardous substances used by LESSEE or on the Leased Premises for business reasons of LESSEE; and
- 19.6.2. LESSEE, not LESSOR, shall be deemed the owner of the possessory interest under this Lease, and the operator of the Leased Premises as a facility under AS 46.03.822(a)(2); and

19.6.3. LESSEE, not LESSOR, shall be deemed the generator, transporter, or both, of any hazardous substances generated or transported by LESSEE in connection with the enjoyment of its rights under this Lease.

For purposes of this section, "LESSEE" shall include LESSEE's agents, employees, subcontractors, subsidiaries, affiliates, and representatives of any kind.

19.7. Compliance with Environmental Laws. LESSEE covenants full compliance with any applicable federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be amended or effective in the future, including, without limitation:

AS 46.03.822

The Solid Waste Disposal Act, the Hazardous and Solid Waste Amendments of 1984, and the Federal Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. # 6901, et seq.

The Federal comprehensive Environmental response, Comprehension and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. # 8591

The Hazardous Materials Transportation Act

The Clean Air Act, 41 U.S.C. # 7401-7626

The Federal Water Pollution Control Act, and the Federal Clean Water Act, 33 U.S.C.# 1257 et seq.

The Federal Insecticide, Fungicide and Rodenticide Act, and the Federal Pesticide Act of 1978, 7 U.S.C. Paragraph 13 et seq.

The Toxic Substances Control Act (TSCA), 15 U.S.C. # 2601 et seq.

The Safe Drinking Water Act, I 5 U.S.C. # 300 et seq.

The Alaska Environmental Conservation act, AS 46.03 et seq.

The Alaska Oil Pollution Control Act, AS 46.04 et seq.

The Alaska Oil & Hazardous Substance Release Act, AS 46.08 et seq.

The Alaska Hazardous Substance Release Control Act, AS 46.09 et se

19.8. Due Diligence. At LESSOR's recommendation, LESSEE has investigated the Leased Premises for potential environmental contamination which may have occurred before the date of the Prior Lease or this Lease; LESSEE accepts the Leased Premises in its current environmental condition. After such investigation, LESSEE, based upon its current knowledge, agrees that the Leased Premises has not been subject to the use, generation, manufacture, storage, treatment, disposal, release or threatened release of hazardous substances; and has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or other persons relating to such matters.

- 19.9. Access to Leased Premises. LESSEE authorizes LESSOR to enter upon the Leased Premises to make such reasonable inspections and tests as LESSOR may deem appropriate to determine compliance with this Lease; any such investigations or tests shall be for LESSOR's purposes only and shall not be construed to create any responsibility or liability on LESSOR's part to LESSEE or any person.
- 19.10. Release from Future Claims. LESSEE hereby releases and freely waives any future claims against LESSOR for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event LESSEE incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of hazardous substances on or about the Leased Premises except to the extent that such presence predated this Lease or LESSEE's use of the Leased Premises under the Prior Lease.
- 19.11. Report of Events. LESSEE specifically agrees to report all releases, threatened releases, discharges, spills or disposal of hazardous substances, in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to LESSOR, and to keep LESSOR fully informed of any communication between LESSEE and any person or agency concerning potential environmental contamination and hazardous substances.

IN WITNESS WHEREOF, the Parties have executed this Lease.

ST. FRANCES ANIMAL RESCUE

By: _____

Its: President _____

CITY AND BOROUGH OF WRANGELL ALASKA

By: _____

Mason Villarma

Its: Interim Borough Manager/ Finance Director _____

CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



Exhibit A- St. Frances Animal Rescue Leased Premises (Lease Agreement)

Public Map



94 = 22.160096 feet

Date: 12/5/2023



**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.
PROPERTY LINES ARE APPROXIMATE. AERIAL 2002.**

CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



1 inch = 166.66667 feet

95 e: 4/10/2023

Public Map



DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY. PROPERTY LINES ARE APPROXIMATE.

St. Frances Animal Rescue
Shelter Construction, Needs Assessment,
Projected Operating Procedures
November, 2023

As of March, 2020, the shelter that was used for St. Francis Animal Rescue was closed. It was located in the garage of a private home at 3.5 mile Zimovia Highway. It was initially closed due for COVID-19 precautions. By June, the health of the owner had deteriorated to the point that the shelter was closed permanently. Since the closure of the shelter, St. Frances Animal Rescue has operated as a foster program. In 2021 and 2022, the requests to surrender and rescue cats exceeded the capacity of foster home availability. Thus, the board of St. Frances has developed a plan to find land and build a complex for cat surrenders and rescues. In our search for land, we have found problems related to availability of land and zoning. After review of at least 8 properties, the borough has offered a section of the city impound lot in the industrial park to place a cat shelter on. Planning and Zoning Commission has limited the site to the surrender of cats only. Thus, dogs will be placed of dogs in foster.

Assumptions and Supporting Data

Based on animal statistics for the year 2020, the following statements are made:

- 1) The average stay for adult cats is approximately 12-16 weeks.
- 2) With the institution of our foster to adopt program in 2022, the average stay for kittens is 4-6 weeks.
- 3) The necessary capacity of the animal shelter is 6-10 adult cats. Access to a single extra large cage for mother and kittens is necessary.
- 4) An area to sequester unaltered and unvaccinated surrenders and rescues is needed.

Description of the Development/Construction Process

- 1) Structural drawings of the cat shelter and footprint of the complex
- 2) Selection of land consistent with borough code
- 3) If land is borough property, request for lease
- 4) Approval of all borough commissions and advisory committees
- 5) Purchase/construction cost estimates and timeline
- 6) Application for grants and fundraising
- 7) Site prep: remove brush and level with D-1/D-2
- 8) Utilities to the site
- 9) Purchase or construction of a modular/park model office building

Projected Operating Procedures for the Cat Shelter

Staffing Frequency: The shelter will be staffed on a daily basis when cats or dogs are in residence. Cleaning of living areas, feeding, grooming and comfort care will occur at least once a day. A shift will be approximately 1 hour, relative to the number of cats in temporary residence. If a cat is in need of 24 hour care, a volunteer may stay at the shelter for the entire time or the animal may be placed in foster care. Those decisions will be based on assuring the safety of the animal, other animals in the shelter and other animals in foster homes.

Staff/Staff Training: All new volunteers must fill out an application that includes references and they must sign a release of liability form that clarifies the limitations of our liability insurance before beginning training for the management of cats and cleaning of the shelter. New volunteers will be mentored in a minimum of 4 working visits. A minimum of 3 experienced volunteers will be available through the year to set up volunteer schedules and provide mentoring for new volunteers.

Daily Records/Logs: Check lists of duties to be completed with be maintained and a log of special concerns will be kept on a daily basis. The board of St. Frances will review the procedures, daily records and logs to assess that tasks are being completed on a quarterly basis.

Safety/Containment for Cats: All cats rescued or surrendered to the shelter will immediately receive flea and tick medication. If the cat is surrendered or rescued as a stray, the cat will be sequestered for 10 days and pictures and announcements will be made in an effort to find an owner. After the 10 day holding period, cats will be vaccinated, altered and evaluated for temperament. Cats that are friendly with other cats will live in a common area. The shelter may include access to a secure outdoor screened area.

Needs Assessment for the Cat Shelter

The needs assessment is based on the projected operating procedures, experience from working at the 3.5 mile shelter and consultation with the Petersburg Humane Society (PHA) shelter. In 2010, the Board of Directors of the PHA initiated a plan for a permanent shelter and completed the development in 2013. It is reasonable to model their project given the size of their community and the dynamic of the cat population (controlled feral population, high capacity of pet ownership, etc.). Items such as security systems have been added to this list in light of the fact that their will not be a caretaker living onsite.

The following list presents the 'wish list' for the new shelter:

- 1) A park model type structure or an area of approximately 400-500 square feet that is easily cleanable and reasonably 'cat proof'
- 2) Dehumidifier
- 3) Heat pump
- 4) Quick recovery 10-15 gallon hot water heater
- 5) Security System including cameras, alarm and lighting
- 6) Desk for reception
- 7) File cabinet
- 8) Telephone
- 9) Bathroom with one toilet
- 10) Industrial sink
- 11) Clothes washer and dryer
- 12) Storage space for animal bedding, cat litter, litter pans, food, office supplies and cleaning supplies
- 13) Comfy chair/cot for overnight
- 14) Small refrigerator
- 15) Minimum of 2 areas that can be (flexibly) cordoned off for cats not in quarantine or recovery
- 16) Area for one "recovery" cage (4'x2')
- 17) Area for mother and kitten cage
- 18) Non-fabric cat trees, play items

APPENDIX

The following are examples of park model units that would be approximately the same size as the proposed structure. In preparation of applying for grants, cost estimates for these types of structures are being pursued.

This factory built modular unit was built in Woodburn, Oregon at the Fleetwood Factory. The unit is 14' X 40'.

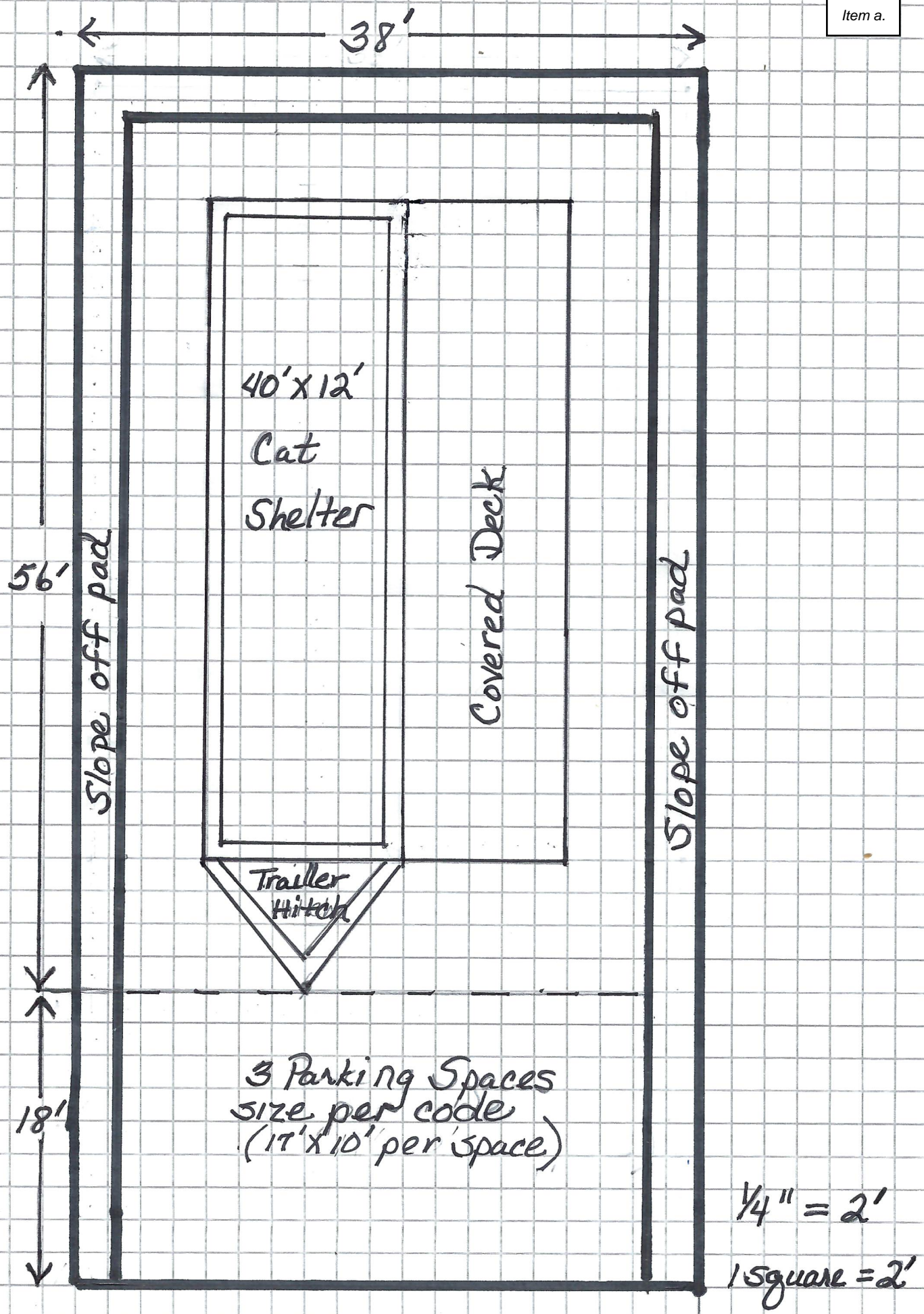


This structure is located in the northeast corner of the industrial park in Wrangell. The unit is 14' X 36'. The proposed structure would not have the elevated ceiling and loft.



This structure is 15' X 40'. It is located at 3.5 mile Zimovia Highway and was put in place 2 years ago.







CITY AND BOROUGH OF WRANGELL
INCORPORATED MAY 30, 2008

Item a.

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

April 17th, 2023

Saint Frances Animal Shelter
Box 2142
Wrangell, AK 99929

Subject: Conditional Use Permit application request for an animal shelter on a portion of Lot 4, Block 66, Wrangell Industrial Park Expansion Subdivision (Plat 92-9) Zoned Industrial, owned by the City and Borough of Wrangell, requested by St. Frances Animal Rescue

Dear Joan Sargent;

The Planning and Zoning Commission, at their regular meeting of April 13th, 2023, approved a Conditional Use Permit for the Saint Frances Animal Shelter under the following conditions:

1. Location of the building and size of parcel to shall be discussed and approved by staff and Assembly;
2. Determination of the type of agreement (lease, purchase) shall be discussed and determined by staff and approved by the Assembly;
3. Responsible party identified and agreed to for site expenses such as moving the chain-link fence, subdivision and surveying the land;
4. Borough Access to the impound lot must be maintained from 5th Avenue;
5. Connection of the utilities shall be responsibility of St. Frances;
6. This permit is for a shelter for cats only. Should St. Frances want to include dogs in the future, a modification or new permit must be obtained from the Planning and Zoning Commission;
7. The Assembly approves the sale/lease of land to Saint Frances.

Any appeal to the Commission's approval of the conditional use permit shall be in writing with the Borough Clerk no later than 15 days (April 28th, 2023) after the date of the decision per WMC 20.80.010 (C).

If you have any questions, please do not hesitate to call.

Sincerely,

Kate Thomas
Economic Development Director

Cc: Jeff Good, Borough Manager
Tom Wetor, Public Works Director

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

ORDINANCE No 1048 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 10.15 – TRESPASS ON BOROUGH PROPERTY TO TITLE 10 – PUBLIC PEACE, MORALS, AND WELFARE, TO THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. ORD 1048

RECOMMENDATION MOTION:
Move to Approve First Reading of Ordinance No. 1048 and move to a Second Reading with a Public Hearing to be held on January 9, 2023.

SUMMARY STATEMENT:

At the request of the Police Chief, this ordinance is necessary to ensure trespass upon borough property is stated in our municipal code. Also, cutting down trees on borough property is prohibited unless written permission is given beforehand.

This ordinance has been in the works for a while however, we are finally bringing it before the borough assembly for consideration.

This ordinance has been vetted and approved by our borough attorney. He requested that we add the "affirmative defenses" section to address First Amendment expression. He stated that without that clause, it would violate that amendment.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1048

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 10.15 – TRESPASS ON BOROUGH PROPERTY TO TITLE 10 – PUBLIC PEACE, MORALS, AND WELFARE, TO THE WRANGELL MUNICIPAL CODE

BE IT ORDAINED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are **[bolded and in brackets are to be deleted]**.]

SEC. 1. Addition. Chapter 10.15 – Trespass on Borough Property is hereby added to Title 10 as follows:

Title 10
PUBLIC PEACE, MORALS, AND WELFARE

Chapters:

- 10.04 False Fire Alarms
- 10.08 Interference with Officers
- 10.12 Repealed
- 10.15 Trespass on Borough Property
- 10.16 Trespass on Public Floats
- 10.18 Abuse of 911 System
- 10.20 Repealed
- 10.24 Repealed
- 10.28 Curfew for Minors
- 10.32 Misconduct Involving Weapons
- 10.36 Discharge of Firearms and Other Weapons
- 10.40 Abandoned Personal Property
- 10.44 Possession, Control, or Consumption of Alcoholic Beverages
- 10.46 Prohibition of Consumption of Marijuana in a Public Place
- 10.48 Possession of Tobacco by a Minor

SEC. 2. Addition. Chapter 10.15 – Trespass on Borough Property is hereby created as follows:

Chapter 10.15

TRESPASS ON BOROUGH PROPERTY

Sections:

- 10.15.010 Trespass – Unlawful.
- 10.15.020 Trespass – Defined.
- 10.15.030 Enforcement.
- 10.15.040 Affirmative Defenses
- 10.15.050 Penalties.

10.15.010 Trespass – Unlawful.

It is unlawful for any person, person or entity to commit a trespass upon property owned or controlled by the borough.

10.15.020 Trespass – Defined.

Any of the following acts, by any person or entity, are among those that constitute trespass on borough property and are a violation of the provisions of this chapter:

- A. An unauthorized entry or remaining upon borough property in violation of a notice posted or exhibited at the main entrance to the property or at any point of approach or entry to the property;
- B. The pursuit of any course of conduct or action in violation of a notice posted or exhibited at the main entrance to borough property or at any point of approach or entry, or given orally or in writing by an authorized agent of the borough;
- C. A failure or refusal to depart from borough property upon request to do so orally or in writing by an authorized agent of the borough;
- D. The cutting down, injury or removal of trees or timber from borough property without written permission from an authorized agent of the borough;
- E. The digging, taking, quarrying or removal of minerals, earth, or stone from borough property without written permission from an authorized agent of the borough; or
- F. Littering in or on borough property.

10.15.030 Enforcement.

Appropriate action may be taken by the manager or designee at any time, or from time to time, to enforce the provisions of this chapter or to prevent violations thereof.

10.15.040 Affirmative Defenses

A. It is an affirmative defense to prosecution under WMC 10.15.020(B) or (C) that the person or entity was engaged in legitimate expression protected by the First Amendment to the United States Constitution and the expression did not:

1. Obstruct or delay access or exit to and from the property;
2. Intentionally, knowingly, or recklessly intimidate users, residents, or occupants of the property;
3. Occur in an unreasonable time, place, or manner;
4. Violate the terms of any court order, official permit, borough ordinance, consent decree, judicial or legal process; and
5. Endanger the public welfare or security.

B. It is an affirmative defense to prosecution under WMC 10.15.020(A) or (B) that the person or entity first obtained written permission to take the action in question from the borough manager or their designee.

10.15.050 Penalties

Any person or entity violating any provision of this chapter is guilty of an infraction and shall be punished by the fine established in the WMC 1.20.050 fine schedule if the offense is listed in that fine schedule or by a fine of up to \$500.00 if the offense is not listed in the WMC 1.20.050 fine schedule.

SEC. 3. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 4. Severability. If any provision of this ordinance, or any application thereof to any person or entity under particular circumstances is held invalid, the remainder of this ordinance and the application to all other persons, entities, or circumstances shall not be affected thereby.

SEC. 5. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2023

PASSED IN SECOND READING: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

ORDINANCE No 1049 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
FY22 \$XXX		
Account Number(s):		
XXXXX XXX XXXX		
Account Name(s):		
Enter Text Here		
Unencumbered Balance(s) (prior to expenditure):		
\$XXX		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. ORD 1049

RECOMMENDATION MOTION:
Move to Approve First Reading of Ordinance No. 1049 and move to a Second Reading with a Public Hearing to be held on January 9, 2023.

SUMMARY STATEMENT:

At the request of the Police Chief, this ordinance to prohibit trespassing upon borough property and also cutting down trees on borough property is prohibited unless written permission is given before hand is on the agenda this evening.

This ordinance is necessary to list the fines associated with violating the code.

This ordinance has been vetted and approved by our borough attorney.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1049

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE

BE IT ORDAINED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are **[bolded and in brackets are to be deleted]**.]

SEC. 1. Action. The purpose of this ordinance is to amend the Minor Offense Fine Schedule in Section 1.20.050 of Chapter 1.20, General Penalty, of the Wrangell Municipal Code to add to the fine schedule the code sections relating to violations of Chapter 10.15 – Trespass on Borough Property.

SEC. 2. Amendment. Section 1.20.050 of the Wrangell Municipal Code is amended to read:

1.20.050 Minor Offense Fine Schedule.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the police department. If an offense is not listed on a fine schedule, the defendant must appear in court to answer the charges. The Alaska Court System’s Rules of Minor Offense Procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below.

The fine amounts listed below are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010(b).

An offense listed in this schedule may not be disposed of without court appearance if the offense is in connection with a motor vehicle accident that results in the death of a person.

Section	Offense	Penalty/Fine
...		
<u>10.15.010</u>	<u>Trespass – Unlawful</u>	<u>\$300.00 fine for each offense.</u>
<u>10.15.020</u>	<u>Trespass – Defined</u>	<u>\$300 fine for each offense</u>

...		
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SEC. 3. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2023

PASSED IN SECOND READING: _____, 2023

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1824 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE CAPITAL FACILITIES DIRECTOR JOB DESCRIPTION

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1824 2. Proposed Job Description

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1824.

SUMMARY STATEMENT:
This will change the job description of the Capital Facilities Director by eliminating the annual and preventative facility maintenance program, which is to be reassigned under the Parks & Recreation

Director job description. With this change, the two building maintenance staff positions and the one custodial staff position will also be reassigned to the supervisor of the Parks & Recreation Director.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 12-23-1824

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE CAPITAL FACILITIES DIRECTOR JOB DESCRIPTION

WHEREAS, the Capital Facilities Director position has been amended and is now the Capital Projects / Code Enforcement Director; and

WHEREAS, the Capital Projects / Code Enforcement Director job description is also updated to accurately include all duties that are currently required by the Borough; and

WHEREAS, amending the Capital Projects / Code Enforcement Director more accurately reflects the workload and technical expertise required to successfully perform the duties so required by the Borough; and

WHEREAS, there is no change to the Non-Union Wage and Grade Table; and

WHEREAS, this shift will also attract and retain talent to the position and reduce turnover that poses a threat to institutional continuity; and

WHEREAS, it is the desire of the Borough Assembly to amend the Capital Projects / Code Enforcement Director job description to ensure the position meets the needs of the organization and more accurately fits the duties of the position.

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

Section 1. The attached Exhibit “A” is the 2023 revised job description which describes the duties, responsibilities, qualifications for the Capital Projects / Code Enforcement Director.

Section 2. The amended job description for the Capital Projects / Code Enforcement Director position will be effective as of December 13, 2023.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUH OF WRANGELL, THIS 12th DAY OF December 2023.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Director of Capital Facilities	Position Number:
Department/Site: Capital Facilities	FLSA: Non-exempt
Evaluated by: Borough Manager	Salary Grade: 30

Summary

Plans, directs, and coordinates the activities of the department of Capital Facilities. Responsible for the planning, management and supervision of capital improvement projects, major maintenance, ~~annual and preventative Borough facility maintenance~~, and the Borough's Building ~~Codes and~~ Inspection program.

Distinguishing Career Features

The Capital Facilities Director is a management position responsible for the functions and staff of the Capital Facilities Department and ensures that department activities meet ~~maintenance and~~the capital improvement goals of the Borough.

Essential Duties and Responsibilities

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- Oversees all Capital Facilities Department employees and operations.
- Develops Capital Improvement Program (CIP) and Major Maintenance (MM) projects and recommends priorities; develops and evaluates CIP/MM scope of work; assures that the development plans meets Borough, State and Federal compliance standards.
- Evaluates CIP/MM issues, and implements solutions; identifies and communicates strategies, goals and objectives; assures effective communications of project plans and status.
- Consults with design professionals, attorneys, builders, land owners, other Borough departments and outside agencies regarding project scope; analyzes and recommends alternatives; analyzes and reviews construction project plans for acceptability to achieve compliance; responsible for RFP's, contracts, schedules and project budgets.
- Serves as the Borough's CIP/MM program manager for both in-house staff and hired consultant teams performing preliminary engineering, environmental permitting, Right-of-Way acquisition and delivery of final engineering designs as well as construction management of Borough capital projects.
- Reviews contracts and proposals for accuracy, completeness, and compliance with project design/scope of work, Federal, State, and local policies and practices; optimizes funds spent on facilities and infrastructure.
- Responsibilities include quality control, risk management, tracking monthly progress schedules and budget invoices (relative to work completed), professional services contract negotiations and delivery to include the following: advertising, public bidding and award as well as assuring contract compliance within project scopes of services.

- Evaluates project proposals from Borough departments, and updates five-year CIP/MM strategic plan; presents plans to Borough Manager and Assembly for approval of project priorities and funding.
- Prepares reports and other documents as well as completes presentations, as necessary, concerning assigned projects for the Assembly, Borough Manager, staff, funding, and regulatory agencies
- ~~Coordinates ongoing annual and preventative maintenance of all Borough facilities; establishes maintenance priorities; develops resources & plans to execute priority projects; serves as technical adviser to departments on project and maintenance issues.~~
- Directs the daily activities of the Department staff, meets regularly with staff to evaluate performance, and resolve workload and technical issues.
- Maintains cooperative working relations with the Borough departments, outside contractors and agencies; serves as liaison between various organizations and agencies; serves on committees, task forces and other groups to coordinate CIP/MM programs.
- Assists department heads with the preparation, design, review and execution of bid documents as needed. Performs site evaluations and project planning for the design and construction of Borough facilities. Assists department heads as needed in the interpretation, implementation and enforcement of regulatory requirements.
- Works cooperatively with other Borough departments to effectively solicit and administer grants funds from various State, Federal, and other sources. This includes identifying funding needs and sources, formulating effective grant application language, formulating project scopes and budget estimates, direct communication with funding agencies, ensuring compliance with grant requirements throughout all phases of the projects, and ensuring satisfactory documentation and closeout.
- Prepares annual budget for all the Capital Facilities Department, analyzing previous budgets ~~and confers with employees responsible for building maintenance~~. Maintains accurate and detailed records of all purchases for the department.
- Formulates and directs proper training, work practices and safety programs.
- ~~Aets~~Serves as Building Official as outlined in Wrangell Municipal Code and building codes, as adopted by the Borough including, plan review, issuing building permits and performing building inspections.
- Evaluates Capital Facilities' policies and procedures and the Borough's construction standard specifications and policies for regulatory compliance and conformance with current industry best practices.
- Maintains and updates as-built records of all Borough facilities.
- Performs other related duties as assigned by the Borough Manager.

Qualifications

Knowledge and Skills

- Department and Borough organization, operations, policies and procedures.
- Federal, state and local government laws, statutes and ordinances related to construction and maintenance of a variety of facilities owned by the Borough.
- Basic engineering and architectural principles and practices, proper methods and techniques of infrastructure maintenance and construction.
- Principles of public sector budgets, accounting, and contract management.
- Principles, practices and methods of project and program management.
- Personal computer applications, including data processing software and other software as utilized by the department, such as work order and inventory tracking software, or the ability to learn such software applications.
- State and Federal grant and loan programs and administrative requirements.

- Principles and practices of construction and maintenance.

Skills and Abilities

- Reading, interpreting, understanding, and applying Federal and State rules and regulations, as well as Borough policies and procedures.
- Assessing and prioritizing multiple tasks and projects.
- Planning, organizing, directing, and coordinating the work of supervisory, professional, and trades personnel.
- Delegating authority and responsibility and preparing and administering large and complex budgets.
- Sequence and execute a high volume of work projects.
- Exceptional verbal and written communication and interpersonal skills.
- Preparing clear and concise reports.
- Ability to read, understand, and interpret plans, blueprints, and technical specifications for building and grounds capital projects.
- Preparing cost estimates, writing contract specifications, and preparing bids.
- Ability to represent the Borough in a highly professional manner and appropriately respond to inquiries from management, citizens, and regulatory agencies.
- Demonstrated ability of creative problem solving and the ability to work as part of a team.
- Establishing and maintaining effective working relations with other Borough employees and representatives from other local, state, and Federal agencies.
- Troubleshooting building systems.

Physical Abilities

Requires sufficient ambulatory ability to inspect premises, including some ability to bend, stoop, crawl, and walk in confined areas and to work from ladders, scaffolds, and other elevated areas. Sufficient visual acuity to read detailed drawings, recognizing words and numbers. Sufficient auditory ability to carry on conversations in person and over the phone.

Education and Experience

- A bachelor's degree or equivalent with major course work in civil engineering, construction management, business administration.
- Five years with experience and increasing responsibility in maintenance and construction management with demonstrated capital project management experience, including budgeting and fiscal control, contract administration, personnel management.
- A minimum of three years of staff supervisory, budget and management responsibilities.
- An equivalent combination of education and experience.

Licenses and Certificates

Requires a valid Alaska Driver's License or the ability to obtain one.

Working Conditions

Work is performed in an office environment and at construction sites where safety considerations exist from observing physical labor and equipment operation. May be exposed to slippery surfaces, heavy equipment and machinery and inclement weather when conducting review of construction or project sites.

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

Signatures inserted on this job description confirm that it has been reviewed by the employee and his/her direct supervisor and that a clear understanding of the expectations of this position exists.

Employee Signature

Date

Supervisor or Department Head

Date

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1825 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE PARKS & RECREATION DIRECTOR JOB DESCRIPTION

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1825 2. Proposed Job Description showing tract changes

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1825.

SUMMARY STATEMENT:
This amended job description will add responsibility of the Borough-owned facilities annual and preventative maintenance program and the supervision of additional maintenance staff members

(Facilities Maintenance Lead, Facility Maintenance Specialist, and Maintenance Custodian) to the Parks & Recreation Director's duties.

There is no change to the Non-Union Wage and Grade table at this time.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 12-23-1825

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE PARKS & RECREATION DIRECTOR JOB DESCRIPTION

WHEREAS, the Parks & Recreation Director position has been amended to add responsibility of the Borough-owned facilities annual and preventative maintenance program and the supervision of the Facilities Maintenance Lead, Facility Maintenance Specialist, and Maintenance Custodian positions; and

WHEREAS, the Facilities Maintenance Lead, Facility Maintenance Specialist, and Maintenance Custodian positions were under the supervision of the Capital Facilities Director; and

WHEREAS, amending the Parks & Recreation Director job description more accurately reflects the workload and technical expertise required to successfully perform the duties so required by the Borough; and

WHEREAS, there is no change to the Non-Union Wage and Grade Table; and

WHEREAS, it is the desire of the Borough Assembly to amend the Parks & Recreation Director job description to ensure the position meets the needs of the organization and more accurately fits the duties of the position.

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

Section 1. The attached Exhibit “A” is the 2023 revised job description which describes the duties, responsibilities, qualifications, and new wage type for the Parks & Recreation Director.

Section 2. The amended job description for the Parks & Recreation position will be effective as of December 13, 2023.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUH OF WRANGELL, THIS 12th DAY OF December 2023.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Parks and Recreation Director	Position Number:
Department/Site: Parks and Recreation Facilities	FLSA: Exempt
Evaluated by: Borough Manager	Salary Grade: 24

Summary

Under the general supervision of the Borough Manager or designee; plans, directs, organizes, manages, coordinates, and participates in providing programs, events and activities of recreation, sports, and leisure activities for the community. Manages and evaluates programs, facilities, and staff who provide a wide variety of janitorial, maintenance and program services including the Facilities Maintenance Lead, Facility Maintenance Specialist, and the Maintenance Custodian.

Distinguishing Career Features

The Parks and Recreation Director is a supervisory position that integrates recreation services such as but not limited to a swimming facility, athletic programs, interest-based recreation programs, special events and classes. The Director oversees all elements of operation including the annual and preventative Borough facilities maintenance program year-round maintenance of parks and facilities, management of full and part-time staff; development and oversight of the department budget, coordination and support of various boards and committees, facilitation of facility use and interest groups. Advancement to Director requires compliance with the qualifications of the position and the ability to establish goals for the section based on community needs assessment, review of the accomplishments of teams and performance of

Essential Duties and Responsibilities

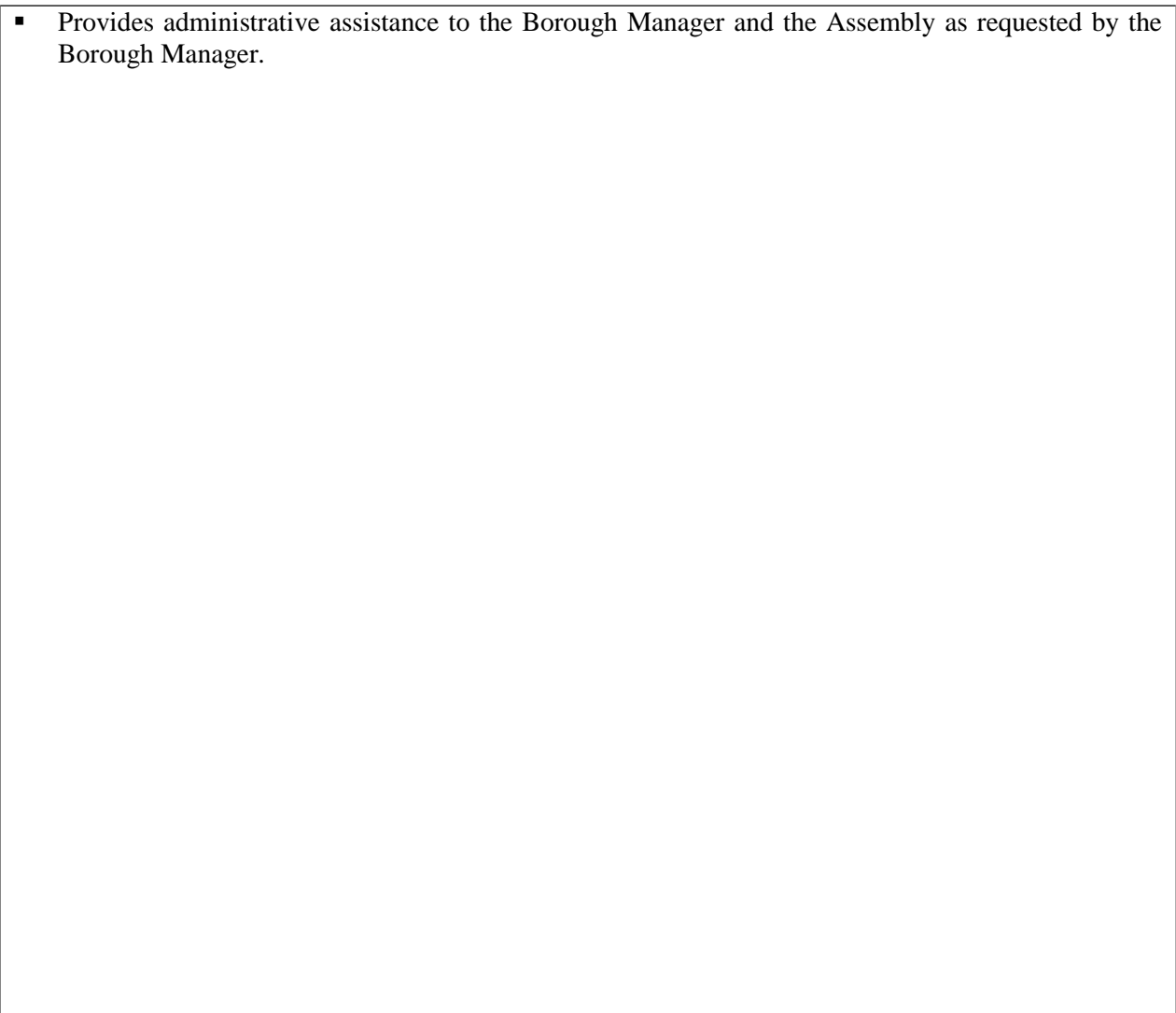
- Responsible for all services and activities of the Parks and Recreation Department.
~~— Responsible for Facility Maintenance Specialist Lead and Facility Maintenance Specialist.~~
- ~~Responsible for Maintenance Custodian.~~
- Responsible for all park facilities annual and preventative routine maintenance.
- Responsible for ongoing annual and preventative maintenance of all Borough building and grounds facilities; establishes maintenance priorities; develops resources & plans to execute priority projects; serves as technical adviser to departments on building maintenance issues.
- Responsible for the annual development and administration of the overall budgets for all Parks and Recreation departments, departmental functions and special projects. ~~Assists Capital Facilities Director in~~
- ~~Responsible for evaluation of annual facility maintenance and major maintenance/capital project needs related to Parks and Recreation infrastructure.~~
- ~~Oversees preventative and corrective maintenance workplans related to all Parks and Recreation buildings in support of the Capital Facilities building maintenance borough facilities.~~
- Identifies the department's programmatic and operational scope of work, funding needs and funding sources from various local, State, Federal and other sources.
- Plans and participates in the development of the park and recreation master plans that include services, major maintenance, and capital improvement projects.
- Recruits, selects, trains, motivates, schedules, supervises and evaluates full time, part time, seasonal and volunteer staff; provide staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Plans, organizes, integrates, oversees and participates in developing aquatics, recreation, sports, and leisure programs. Develops, implements, and monitors work plans to achieve recreation service goals and performance measures.
- Continuously monitors and evaluates the efficiency and effectiveness of Department methods,

Parks and Recreation Director

Revised December 2023

procedures and programs; assesses and monitors workload; identifies and implements opportunities for improvement; reviews with Borough Manager where appropriate.

- Provides staff support to the Borough's Parks and Recreation Advisory Board.
- Provides administrative assistance to the Borough Manager and the Assembly as requested by the Borough Manager.



- Facilitates, oversees, implements, and evaluates results of recreation needs assessments.
- Identified, develops, recommends and implements curriculum and activities to meet those needs.
- Researches new and innovative programs and trends and adapts and introduces programs to meet community needs.
- Determines program facility, equipment and supply needs, optimizing the use of available space and resources. Oversees and monitors the purchase, distribution, care, use and maintenance of equipment and supplies. Maintains current supply and equipment inventories.
- Develops and implements Department policies, procedures, and fee schedules; evaluates equity and adequacy of policy and fee schedules on an on-going basis; make recommendations for revisions as needed.
- Develops, communicates, and implements program schedules. Evaluates preliminary program schedules for registration and cost breakeven. Develops, oversees, and monitors registration and fee collection processes.
- Maintains close contact with school officials, community groups, non-profits and agency leaders regarding program offerings and coordination of services.
- Responds to and resolves sensitive and difficult public inquiries and complaints.
- Plans, designs, schedules, and implements events, classes, activities, shows, and tours for a diverse population of community members. Coordinates special programs such as, but not limited to, conferences, speakers, presenters, and exhibits.
- Researches, identifies and develops marketing and publicity plans and strategies for the Borough's aquatics and recreation services. Develops, promotes and publicizes media releases, pamphlets, flyers, newsletters and other publicity materials for site activities, events and programs.
- Works with instructors, event leaders, presenters, volunteers or personally implements programs. Assures that adequate supplies, props, fixtures, and other materials are available to support programs.
- Maintains and updates financial, statistical, and program-specific data, reports, and records.
- Develops and maintains website, rec-management software and databases of program information, including demographic information of participants and the community in general.
- Prepares a variety of complex analytical and statistical written reports and correspondence, along with other administrative communications.
- Coordinates use and scheduling of facilities and fields with schools, community organizations, and sports groups.
- Assures safe and efficient operation of facilities such as swimming pools and community use centers. Identifies, directs, and resolves facility management/maintenance issues.
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

Knowledge of

- Theories, principles, practices, techniques, and procedures governing recreation program origination, selection, design, and delivery.
- Current trends in the field of recreation, sport, and leisure activity programs.
- Research design and data collection methods for identifying program demand and trends.
- Principles of human resource management, supervision, training and performance evaluation.
- Principles [and practices](#) of facility supervision, facilitation, and preventative maintenance.
- Recreational, social and cultural needs of the community.
- Rules, principles and safety standard requirements applicable to leading individuals in aquatics, recreation, sports and outdoor activity.
- Computer skills to operate Office 365 and various other programs and software.

Abilities

- Requires the ability to plan, organize, manage, and integrate the activities of a large recreation program to meet City and Borough business and public service objectives.
- [Ability to read, understand, and interpret plans, blueprints, and technical specifications for building and grounds projects.](#)
- [Ability to troubleshoot building systems.](#)
- Requires the ability to plan, implement, and evaluate recreation programs and make sound recommendations for improvement. Organizes work, sets priorities and exercises sound independent judgment within areas of responsibility.

- Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations.
- Requires the ability to negotiate effectively on behalf of the Borough.
- Requires the ability to conduct program needs assessment to identify potential recreation programs.
- Requires the ability to develop and apply the rules, regulations, policies and procedures used by the department in connection with recreational activity.
- Requires the ability to identify, mitigate and respond to risks associated with aquatics and recreation programs to reduce potentially harmful outcomes to participants and the Borough.
- Requires the ability to facilitate activities with small and large groups in a variety of programs.
- Requires the ability to coordinate and participate and partner with other community organizations to design and implement programs.
- Requires the ability to work cooperatively with senior citizens.
- Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the Borough.

Physical Abilities

Incumbent must be able to function effectively indoors and outdoors in a classroom, swimming pool, sports court, park, trail or similar environment engaged in work of a moderately active nature. Requires sufficient ambulatory ability to stand, walk and demonstrate activities for intermittent periods of time lift and move medium weight materials up to 50 pounds, and move to various work locations.

Requires sufficient ambulatory ability to inspect premises, including the ability to bend, stoop, crawl, climb, and walk in confined areas. Must be able to work from and perform complicated and physically demanding tasks from ladders, scaffolds, powered man-lifts, and other elevated areas. Requires sufficient arm, hand, finger dexterity to demonstrate physical activities and use a computer keyboard and other office

Education and Experience

The position typically requires a bachelor's degree in physical education, human services, recreation, or a related field and three years of progressively responsible experience in the administration of recreational programs and social and cultural programs and services, including management and supervisory experience. Experience in parks and recreation facilities planning, as well as developing, planning, and implementing, and facilitating sports programs is required. An equivalent combination of relevant education and experience may be considered.

Licenses and Certificates

- Must possess a valid Alaska driver's license or ability to gain one upon hire.
- Requires a Certified Pool Operator license or ability to gain one upon hire.
- Lifeguard Instructor certification is preferred.
- Swim Program Coordinator or Instructor is preferred.

Working Conditions

Work is performed indoors at the swimming pool and community center where relative risks occur. Exposure to pool treatment chemicals may occur. Physical exertion may be required when assisting with pool rescues. Seasonal recreation programs may require additional hours spent outside the swimming pool and community center.

Work is performed in an office environment and throughout building spaces where safety considerations exist from observing physical labor and equipment operation. May be exposed to slippery surfaces, heavy equipment and machinery and inclement weather when conducting review of construction work.

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

all responsibilities, duties, work steps, and skills required of the job.

Item e.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1826 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE FACILITY MAINTENANCE SPECIALIST LEAD AND FACILITY MAINTENANCE SPECIALIST JOB DESCRIPTIONS

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1826 2. Proposed Job Description

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1826.

SUMMARY STATEMENT:
With the change to the Capital Facilities Director job description, the Facility Maintenance Specialist Lead and Facility Maintenance Specialists will now be under the supervision of the Parks & Recreation Director.

The only change to the job descriptions is the change in supervision. There is no change to the Union Wage & Grade Table.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 12-23-1826

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING TO THE AMENDMENT OF THE FACILITY MAINTENANCE SPECIALIST LEAD AND FACILITY MAINTENANCE SPECIALIST JOB DESCRIPTIONS

WHEREAS, the Capital Facilities Director job duties and title have changed to Capital Projects / Code Enforcement Director; and

WHEREAS, the Capital Projects / Code Enforcement Director duties do not include supervising the Facility Maintenance Specialist Lead or the Facility Maintenance Specialist; and

WHEREAS, the Facility Maintenance Specialist Lead and Facility Maintenance Specialist will be supervised by the Parks & Recreation Director; and

WHEREAS, the duties for the Facility Maintenance Specialist Lead and Facility Maintenance Specialist have not changed; and

WHEREAS, the Union Wage & Grade Table has not changed; and

WHEREAS, the job description is amended to reflect the change in supervision for the Facility Maintenance Specialist Lead and Facility Maintenance Specialist from the Capital Facilities Director to the Parks & Recreation Director; and

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

Section 1. The attached Exhibit “A” is the 2023 revised job description which reflects the supervision change for the Facility Maintenance Specialist Lead from the Capital Facilities Director to the Parks & Recreation Director.

Section 2. The attached Exhibit “B” is the 2023 revised job description which reflects the supervision change for the Facility Maintenance Specialist from the Capital Facilities Director to the Parks & Recreation Director.

Section 2. The amended job description for the Facility Maintenance Specialist Lead and Facility Maintenance Specialist positions will be effective as of December 13, 2023.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUH OF WRANGELL, THIS 12th DAY OF December 2023.

Patricia Gilbert, Borough Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

City & Borough of Wrangell

Position Description

Position: Facility Maintenance Specialist Lead	Position Number:
Department/Site: Capital Facilities Parks & Recreation Director	FLSA: Non-exempt
Evaluated by: Capital Facilities Director Parks & Recreation Director	Salary Grade: 23

Summary

The Facility Maintenance Specialist Lead is responsible for the day-to-day maintenance of all Borough facilities and grounds, either personally or through subordinate staff, and is expected to exercise independent judgment, initiative and professional skills and knowledge in the management and supervision of the facilities' maintenance department.

Incumbents in this position are assigned to facilities maintenance and performs more complex skilled and semi-skilled tasks in a various trades. This position is responsible for short and long range facilities maintenance planning.

Responsibilities of the Facility Maintenance Specialist Lead include the coordination, assignment and supervision of all activities relating to the maintenance, repairs, equipment operation, construction and improvements for the Borough's physical facilities and equipment. Occasionally works with other City departments, assisting in special projects.

Works independently or cooperatively with others under the daily direction and supervision of the ~~Capital Facilities Director~~ Parks & Recreation Director.

Distinguishing Career Features

The Facility Maintenance Specialist Lead is the senior position leading and performing all building and equipment maintenance. The Facility Maintenance Specialist Lead is usually more experienced than the Facility Maintenance Specialist and provides leadership, mentorship and training to other operational staff and serves in a lead capacity for operations. Advancement to Facility Maintenance Specialist Lead is based on need and requires demonstrated knowledge of and experience in the responsibilities of the job.

Essential Duties and Responsibilities

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- The Facility Maintenance Specialist Lead will direct and perform a wide range of skilled work in the repair and maintenance of facility structures, their building systems and equipment for all Borough-owned facilities; resolves emergency situations; ensure that assignments are completed in a safe, proper and timely manner and oversee and support assigned maintenance personnel in the performance of their assignments, all while working under limited supervision using standardized practices and/or methods.
- Assist the ~~Capital Facilities Director~~ Parks & Recreation Director in identifying future facility improvement needs.
- Assist the ~~Capital Facilities Director~~ Parks & Recreation Director in monitoring the division's budget, analyzing cost effectiveness of services and making recommendations in support of cost control budget initiatives.

- Assist in developing equipment replacement schedules and costs.
- Inspect facilities, systems and components on a regular basis for the purpose of identifying and accomplishing priorities for maintenance and repair.
- Assess equipment and supply needs for maintenance operation and projects. Obtains pricing and recommends purchases of supplies to the Capital Facilities Director Parks & Recreation Director.
- Supervise lower-level employees.
- Comply with all safety requirements and practices; ensure that any direct reports also comply with all safety requirements and practices.
- Employee is assigned projects by the Capital Facilities Director Parks & Recreation Director, but has considerable flexibility in determining the schedule, work direction and process, and specific steps of each assignment. In addition to providing field direction to facilities maintenance employees, the Lead will also perform the specific facilities maintenance duties. Review work for timely completion, accuracy, quality and safe work practices.
- Train subordinate personnel in current troubleshooting, maintenance, and repair techniques and recommend outside training required to keep skills current and further the abilities of personnel.
- Perform complex work in the maintenance and repair of all building structures and their systems, including but not limited to, electrical, heating, cooling and ventilation systems, plumbing systems and boilers, and carpentry work for construction and other maintenance and repair tasks as appropriate.
- Receive requests through work orders or direct contact. Assess the nature of the repair requests and assigns a priority. Keep work orders current and maintain computerized maintenance records.
- Investigate and troubleshoot problems with facilities and equipment, and coordinate problem resolution as appropriate.
- Schedule and implement preventative maintenance for each CBW facilities, equipment and systems, including elevators, heating and air conditioning systems, ventilation systems, digital and pneumatic controls, electrical systems, security and fire alarm systems, fire extinguishers, and office equipment.
- Prepare and maintain accurate records of all maintenance and repair activities and keeps all facility Operations & Maintenance manuals up to date.
- As appropriate, contact and coordinate external contractors and service agencies to schedule certain maintenance or repair work and ensure timely and effective work completion.
- Maintain an adequate inventory of necessary spare parts, ordering materials, supplies, spare parts and equipment, as needed, to be able to complete repairs on a timely basis. Prepare requisitions for such materials according to established procedures.
- Coordinate and monitor fuel oil deliveries at certain facilities.
- Assign or personally respond to emergency breakdowns, and repair delinquent equipment on a timely basis.
- Responsible for the proper and safe operation of a variety of maintenance and repair tools and equipment. Research, train and demonstrate required skills and safe work practices for maintenance staff in all areas of work disciplines.
- Coordinate routine building systems and equipment inspections, such as those for sprinkler systems, fire alarm systems and elevators. Address deficiencies identified during inspection in a timely manner.
- This position is subject to call-out or call-back at any time due to staff shortages or emergencies in order to facilitate and sustain departmental operations.
- This position may require the employee to enter confined spaces as part of the job duties. Employees that participate or have duties in the Confined Space Program will receive training to ensure that each individual has the understanding, knowledge and skills necessary to safely perform all permit-required confined space operations.

- This position requires the employee to wear a variety of respirators as part of the job duties. Therefore, the employee must be able to pass a medical evaluation and a quantitative fit test on an annual basis.
- Occasionally assist other department crews as manpower needs arise.
- May be required to work extended hours, as determined by management or facility needs.
- Perform other job-related duties and responsibilities that support the overall objectives of the position, or as assigned by the Capital Facilities Director Parks &

Qualifications

Knowledge

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required for this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Experience applying the principles of building maintenance and repair and knowledge of materials associated with the construction and maintenance of buildings.
- Building automated control systems and components.
- Methods, tools, materials and equipment used in all phases of facilities maintenance.
- Basic leadership principles in order to effectively lead and train a crew of maintenance workers and exchange technical information.
- Basic mathematics including calculations using fractions, percent and ratios to record and compute precise measurements.
- Interpret technical manuals, engineered drawings and specifications, safety rules, operating and maintenance instructions, and procedure manuals.
- Personal computer experience in Windows-based applications for data processing and spreadsheet development and other software as utilized by the department such as work order generation and inventory tracking software, or the ability to learning such software applications.
- Experience in maintenance hazards and safety practices related to building trades, including applicable OSHA standards and safe operation of tools, equipment and vehicles.

Abilities & Skills

- Skills are required to perform the duties of the position, with the potential to upgrade skills in order to meet changing job conditions.
- Demonstrated ability to act as a lead worker and to plan and coordinate the work of others.
- Ability to perform a wide range of physical and manual tasks in both indoor and outdoor environments.
- Broad range of mechanical, electrical, plumbing and carpentry skills.
- Requires sufficient writing skills to prepare reports.
- Ability to perform record keeping functions.
- Ability to communicate professionally and effectively with customers, contractors, design professionals, outside agencies and other employees of the organization.
- Add, subtract, multiply and divide. Ability to perform these operations while often converting between different units of measurement.
- Apply commonsense understanding to carry out detailed written or oral instructions.

- Deal with problems involving a few concrete variables in standardized situations.
- Adapt to situations that are frequently not anticipated or planned for.
- Work independently with minimal direct supervision.

Physical Abilities

- Requires sufficient ambulatory ability to inspect premises, including the ability to bend, stoop, crawl, climb, and walk in confined areas. Must be able to work from and perform complicated and physically demanding tasks from ladders, scaffolds, powered man-lifts, and other elevated areas.
- Sufficient visual acuity to read detailed drawings, recognizing words and numbers and to drive, read and write, and perform repair work.
- Sufficient auditory ability to carry on conversations in person and over the phone.
- Must be able to regularly lift and/or move up to 50 pounds, often reaching from awkward positions using hand-eye coordination to insert parts.

Education and Experience

- Any combination of education, training, and experience which demonstrates an ability to perform the duties and responsibilities as described, including progressively responsible journey-level experience in building maintenance and repair and/or building trades. A typical qualifying entrance background would be four years' experience in the skilled trades.
- A variety of maintenance, equipment operation and construction experience.
- Requires a high school diploma or general education degree (GED), and possess the ability to clearly read, write, and speak English. One year of college or technical level classes related to building maintenance technologies is preferred.

Licenses and Certificates

- Requires a valid Alaska Driver's License or the ability to obtain one.

Working Conditions

- Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold.
- Will frequently work near moving mechanical parts and is frequently exposed to wet and/or humid conditions.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, hazardous and obnoxious working conditions, extreme heat, and risk of electrical shock.
- The noise level in the work environment is usually moderated.

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

City & Borough of Wrangell

Position Description

Position: Facility Maintenance Specialist	Position Number:
Department/Site: Capital Facilities Department Parks & Recreation Director	FLSA: Non-exempt
Evaluated by: Lead Facility Maintenance Specialist or Capital Facilities Director Parks & Recreation Director	Salary Grade: 19

Summary

The Facility Maintenance Specialist is responsible for the day to day maintenance and repairs of all City & Borough of Wrangell (Borough) buildings and grounds. Occasionally works with other Borough departments, assisting with special projects. Works independently or cooperatively with others under the daily direction and supervision of the Facility Maintenance Specialist Lead.

Distinguishing Career Features

Performs a wide range of maintenance services throughout all Borough-owned facilities. Performs comprehensive mid-level technical maintenance, troubleshooting, and repair of Borough building systems and equipment. May be required to work extended hours, as determined by management or facility need.

Essential Duties and Responsibilities

This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.

- The Facility Maintenance Specialist performs a wide range of skilled work in the repair and maintenance of facility structures, their building systems and equipment for all Borough-owned facilities; resolves emergency situations; ensures that assignments are completed in a safe, proper, and timely manner, while using standardized practices and/or methods.
- Assists the Facility Maintenance Specialist Lead in identifying future facility improvement needs.
- Inspects facilities, systems, equipment, and supplies, on a regular basis, for the purpose of identifying and accomplishing priorities for maintenance and repair.
- Complies with all safety requirements and practices.
- Performs maintenance and repair of all building structures and their systems, including but not limited to, electrical, heating, cooling, ventilation, boilers, plumbing systems, carpentry work for construction, and other maintenance and repair tasks; performs mid-level technical maintenance and repair tasks as appropriate.
- Receives work requests through work orders and/or direct contact. Keeps work order data entry current and maintains computerized maintenance records.
- Investigates and troubleshoots problems with facilities and equipment, and coordinates problem resolution as appropriate; responds to emergency breakdowns, and repair delinquent equipment on a timely basis.
- Implements and schedules preventative maintenance for all Borough facilities, equipment, and systems, including elevators, heating and air conditioning systems, ventilation systems, digital and pneumatic controls, electrical systems, security and fire alarm systems, fire extinguishers, and office equipment.

- Troubleshoots and resolves or oversees resolution of routine maintenance problems, such as structural problems, cabinet repair, or basic mechanical or other equipment malfunctions.
- Monitors, operates, and troubleshoots the digital HVAC control systems present in in some Borough facilities.
- Participates in all job-related training and required safety training; promotes continuous improvement of workplace safety and environmental practices.
- As appropriate, contacts and coordinates external contractors and service agencies to schedule certain maintenance or repair work and ensures timely and effective work completion. Prepares requisitions for such materials according to established procedures.
- Maintains adequate inventory of necessary spare parts and serviceability of necessary maintenance supplies and equipment: purchases materials, supplies, and/or equipment as appropriate.
- Prepares and maintains records on all maintenance activities and keeps all facility Operations & Maintenance manuals up to date.
- Responsible for the proper care and safe use and maintenance of all assigned Borough materials and equipment.
- Assures that required inspections, such as sprinkler, fire alarm, and elevators, take place in a timely manner and that deficiencies identified during inspections are addressed in a timely manner.
- Assures Borough facilities stay in compliance with OSHA, EPA, Building and Fire Code, and other regulatory requirements.
- This position requires the employee to wear a variety of respirators as part of the job duties. Therefore, the employee must be able to pass a medical evaluation and a quantitative fit test on an annual basis.
- This position may require the employee to enter confined spaces as part of the job duties. Employees that participate or have duties in the Confined Space Program will receive training to ensure that each individual has the understanding, knowledge and skills necessary to safely perform all permit-required confined space operations.
- Occasionally assists other department crews as manpower needs arise.
- May be required to work extended hours, as determined by management or facility needs.
- This position is subject to call-out or call-back at any time due to staff shortages or emergencies, to facilitate and sustain department operations. Must be willing to work odd hours as required by the work environment.
- Keeps track of budget and spending for maintenance accounts.
- Performs other job-related duties and responsibilities that support the overall objectives of the position, or as assigned.

Qualifications

▪ Knowledge and Skills

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required for this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Experience applying the principles of building maintenance and repair and knowledge of materials associated with the construction and maintenance of buildings.
- Building automated control systems and components.
- Methods, tools, materials, and equipment used in all phases of facilities maintenance and repair.

- Basic mathematics, including calculations using fractions, percent, and ratios, to record and compute precise measurements.
- Interpret technical manuals, engineered drawings and specifications, safety rules, operating and maintenance instructions, and procedure manuals.
- Personal computer experience in Windows-based applications for data processing and spreadsheet development and other software as utilized by the department such as work order generation and inventory tracking software, or the ability to learn such software applications.
- Experience in maintenance hazards and safety practices related to building trades, including applicable OSHA standards and safe operation of tools, equipment, and vehicles.

- **Abilities**

- Skills are required to perform the duties of the position, with the potential to upgrade skills in order to meet changing job conditions.
- Ability to perform a wide range of physical and manual tasks in both indoor and outdoor environments.
- Broad range of mechanical, electrical, plumbing and carpentry skills.
- Requires sufficient computer and writing skills to prepare reports.
- Ability to perform record keeping functions.
- Ability to communicate professionally and effectively with customers, contractors, design professionals, outside agencies and other employees of the organization.
- Add, subtract, multiply and divide. Ability to perform these operations while often converting between different units of measurement.
- Apply commonsense understanding to carry out detailed written or oral instructions.
- Deal with problems involving a few concrete variables in standardized situations.
- Adapt to situations that are frequently not anticipated or planned for.
- Work independently with minimal direct supervision.

- **Physical Abilities**

- Requires sufficient ambulatory ability to inspect premises, including the ability to bend, stoop, crawl, climb, and walk in confined areas. Must be able to work from and perform complicated and physically demanding tasks from ladders, scaffolds, powered man-lifts, and other elevated areas.
- Sufficient visual acuity to read detailed drawings, recognizing words and numbers and to drive, read and write, and perform repair work.
- Sufficient auditory ability to carry on conversations in person and over the phone.
- Must be able to regularly lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds, often reaching from awkward positions using hand-eye coordination to insert parts.

- **Education and Experience**

- Any combination of education, training, and experience which demonstrates an ability to perform the duties and responsibilities as described, including progressively responsible journey-level experience in building maintenance and repair and/or building trades. A typical qualifying entrance background would be four years' experience in the skilled trades.
- A variety of maintenance, equipment operation and construction experience.
- Requires a high school diploma or general education degree (GED), and possess the ability to clearly read, write, and speak English. One year of college or technical level classes related to building maintenance technologies is preferred.

- **Licenses and Certificates**

- Requires a valid Alaska Driver's License.
- Class 1 Boiler Certificate and EPA 608 Certification preferred.

- **Working Conditions**

- Work is performed indoors and outdoors where some safety considerations exist from physical labor and equipment operation. Will frequently work in outside weather conditions and will regularly be exposed to extreme cold.
- Will frequently work near moving mechanical parts and is frequently exposed to wet and/or humid conditions.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, hazardous and obnoxious working conditions, extreme heat, and risk of electrical shock.
- The noise level in the work environment is usually moderated.

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1827 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE MAINTENANCE CUSTODIAN JOB DESCRIPTION

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1827 2. Proposed Job Description

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1827.

SUMMARY STATEMENT:
With the change to the Capital Facilities Director job description, the Maintenance Custodian will now be under the supervision of the Parks & Recreation Director.

The only change to the job description is the change in supervision. There is no change to the Union Wage & Grade Table.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 12-23-1827

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE MAINTENANCE CUSTODIAN JOB DESCRIPTION

WHEREAS, the Capital Facilities Director job duties and title have changed to Capital Projects / Code Enforcement Director; and

WHEREAS, the Capital Projects / Code Enforcement Director duties do not include supervising the Maintenance Custodian; and

WHEREAS, the Maintenance Custodian will be supervised by the Parks & Recreation Director; and

WHEREAS, the duties for the Maintenance Custodian have not changed; and

WHEREAS, the Union Wage & Grade Table has not changed; and

WHEREAS, the job description is amended to reflect the change in supervision for the Maintenance Custodian from the Capital Facilities Director to the Parks & Recreation Director; and

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

Section 1. The attached Exhibit “A” is the 2023 revised job description which reflects the supervision change for the Maintenance Custodian from the Capital Facilities Director to the Parks & Recreation Director.

Section 2. The amended job description for the Maintenance Custodian position will be effective as of December 13, 2023.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUH OF WRANGELL, THIS 12th DAY OF December 2023.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City of Wrangell

Position Description

Position: Maintenance Custodian	Type: Permanent, Full-Time
Department/Site: Capital Facilities Parks & Recreation Director	FLSA: Non-exempt
Reports to: Capital Facilities Parks & Recreation Director	Salary Grade: 9

Summary

Performs a variety of custodial and light maintenance duties assuring the care, cleanliness, safe access, and utility of assigned City facilities.

Distinguishing Career Features

The Maintenance Custodian can be considered as a second and senior level in a Custodial series. Advancement to Maintenance Custodian is based on need, requires a minimum of three years as a Custodian, and a demonstrated ability to perform work in at least one construction trade.

Essential Duties and Responsibilities

- Routine Cleaning.**
- Cleans, dusts, and disinfects restrooms including floors, stalls, toilets, urinals, and fixtures. Removes trash and waste. Cleans trash receptacles and replaces liners. Ensures that towel, soap, cleanser, and other dispensers are adequately stocked.
 - Cleans public entry and use areas including, but not limited to hallways, stairways, lunch, and public access meeting rooms. Cleans and disinfects drinking fountains, door handles, and door push plates. Cleans floors and baseboards, vacuuming, spot cleaning and wet mopping on a regularly scheduled basis.
 - Performs regularly scheduled cleaning of office areas. Cleans entryway floor mats, carpets, floors, and dusts furniture, fixtures, and equipment.
 - Maintains safe and clean walkway and grounds surrounding the area of assignment. Picks up litter. Removes debris, including ice. Empties and cleans outdoor trash and smoking urns.
 - On a regular schedule, cleans and washes desks, tables, counters, furniture and fixtures, inside/outside windows, coverings, light fixtures, walls and ceilings, mirrors, and other related items. May oil or polish woodwork, paneling, wood furniture, and metal fixtures.
 - Strips, seals, and refinishes hard floors on a pre-scheduled basis. Steam/dry cleans and shampoos carpets and fabric furniture.
- Routine Maintenance**
- Performs servicing and maintenance to fixtures. Makes plumbing adjustments such as unclogging toilets and sinks, tightening toilet seats, adjusting drinking fountains, cleaning water jets to enhance flows.
 - Performs painting and varnishing of walls, doors, rooms, and other surfaces. Prepares and finishes surfaces by scraping, using commercial paint removers, and filling cracks

and holes or sizing plaster walls. Applies paint, varnish, and other protective and decorative finishes to comply with applicable building codes, standards, and the usage or exposure of the surfaces.

- Constructs, fabricates, assembles, installs, repairs or replaces items such as doors, partition walls, signs, desks, counters, shelves, and shelf units. Assists in the construction and remodel of temporary and permanent buildings and structures. Glazes and fits windows.
- Replaces light bulbs, switches, receptacles, ballast, and may assist with wiring and cabling of electrical and communications lines.

General Service

- Secures internal and external doors, ensuring that windows and lights are locked and off. Activates alarms, notifying occupants when the building is closing.
- Maintains a safe working environment in the assigned areas, noticing and notifying others of potential safety and security hazards. Participates in corrective actions.
- Ensures that containers for cleaning and other products are properly labeled. Ensures that Material Safety Data Sheets for assigned areas are up to date.
- Maintains current knowledge of, and follows proper safety precautions for use and handling of cleaning materials and chemicals. Checks fire extinguishers, first aid kits, and other items for proper functioning or stock.
- May oversee and coordinate activities of contracted cleaners.
- Initiates requests for maintenance services, as necessary.
- Performs other duties as assigned that support the objectives of the position.

Qualifications

- **Knowledge and Skills**

The position requires a basic knowledge of the practices, methods, techniques, materials, tools, equipment, layouts and set-ups used in building maintenance trades such as carpentry repairs, basic electrical and plumbing, and furniture assembly. Requires a thorough knowledge of the methods, materials, tools and equipment used in custodial care and sanitation. Must have a full knowledge of work hazards and safe work techniques, including lifting procedures. Requires some knowledge of chemical reactions and proper safety precautions for use. Requires sufficient reading and writing ability to read work instructions and document work activity onto standardized forms. Requires sufficient math skills to measure distances and portions. Requires sufficient human relations skill to exercise courtesy when dealing with others.

- **Abilities**

Requires the ability to perform all essential duties of the position. Requires the ability to perform routine facility maintenance tasks and determine when to refer more complex maintenance requirements to a supervisor. Must be able to follow oral and written directions and work independently and collaboratively. Must be able to observe all safety precautions and procedures. Must be able to operate and maintain a full range of hand

and power tools and equipment used for custodial service and construction. Must be able to apply City policies and procedures. Requires the ability to work cooperatively with senior citizens. Requires the ability to work as a contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City. Must be able to respond to urgent situations. Requires the ability to complete training in safety, hazardous materials, and bloodborne pathogens within a reasonable time.

- **Physical Abilities**

Incumbent must be able to function effectively indoors and outdoors engaged in work of primarily an active nature. Requires the ability to maintain cardiovascular fitness to engage in strenuous physical labor. Requires near visual acuity to write, to read directions and product labels, and to observe work in progress. Requires sufficient hearing and speech for ordinary communication and to hear sound prompts from equipment. Requires manual and finger dexterity to write and to clean and make minor repairs. Requires the ability to lift (from overhead, waist and floor levels, max. 75 lbs.), carry (max. 75 lbs.), push, pull, bend, squat, reach (from low, level, and overhead), and twist and turn head and trunk to clean and to remove trash, move furniture and equipment. Requires the ability to stand and walk for extended periods of time and climb ladders intermittently.

- **Education and Experience**

The position typically requires a high school diploma or GED and two years of prior custodial and facility maintenance experience.

- **Licenses and Certificates**

May require a valid driver's license.

- **Working Conditions**

Work is performed indoors and outdoors where significant safety considerations exist from physical labor, body positioning, handling of medium-to-heavy weight and awkward materials, and disagreeable working conditions.

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1828 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE CAPITAL PROJECT STATE LEGISLATIVE PRIORITIES FOR FY 2025

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required:		
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure): See Agenda Statement		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1828

RECOMMENDATION MOTION:
Move to approve Resolution No. 12-23-1828.

SUMMARY STATEMENT:

The Borough FY2024-2025 Strategic Plan for Capital Improvements Plan (CIP) for Capital Projects has been developed with a recommended priorities list for legislative capital project needs. An Assembly-approved priorities list is necessary to guide staff in developing capital project budgets and in identifying State funding opportunities for those projects.

It is the intent of the Wrangell Borough Assembly to provide the Governor of Alaska, the State Legislature, State agencies, and other potential funding sources with adequate information regarding the Borough priority capital project needs.

It is the intent of the Wrangell Borough Assembly to give priority consideration to projects that:

- 1. Preserve and protect the health and safety of the community; and
- 2. Are mandated by the state and/or federal government; and
- 3. Provide for improvements of existing facilities resulting in a preservation of the community's prior investment, improvements to the environmental quality of the community, or support of economic development opportunities.

Resolution 12-23-1828 proposes to establish the State legislative capital projects priorities for FY 2025 as follows:

<u>Priority</u>	<u>Project Name</u>
1	Dams Stabilization and Improvements
2	Public Safety Building Rehabilitation
3	Wrangell School Facilities Improvements
4	Wastewater Treatment Upgrades to Address Disinfection
5	Eastern Channel Emergency Access Route
6	SEAPA Transformer Power Upgrades
7	Barge Ramp Replacement
8	Inner Harbor Replacement
9	Deep Water Port Brownfield Assessment and Cleanup
10	Zimovia Highway Sewer System Upgrades
11	Zimovia Highway Feeder Three Upgrades
12	Diesel Generation Power Plant Replacement
13	Low Pressure Water Main System Replacement
14	State Parks Funding for Petroglyph Beach State Park Improvements
15	Swimming Pool Roof Replacement
16	Community Center Life and Safety Upgrades
17	School Access Road Improvements
18	M/V Chugach USFS Ranger Boat Display

The approved projects will serve as the City and Borough of Wrangell’s established capital project State legislative priorities list for FY 2025.

Should the Assembly desire to change the priority order or otherwise modify the projects listing, those amendments can be offered at the meeting with proposed language such as “I move to amend Resolution 12-23-1828 by [moving, replacing, eliminating, adding, etc.] on the capital project State legislative priorities for FY2025.”

A copy of the current CIP Capital Projects is provided as an attachment for a review of all future capital project needs identified to date.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-23-1828

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE CAPITAL PROJECT STATE LEGISLATIVE PRIORITIES FOR FY 2025

WHEREAS, it is the intent of the Wrangell Borough Assembly to provide the Governor of Alaska, the State Legislature, State agencies, and other potential funding sources with adequate information regarding the Borough’s priority capital project needs; and

WHEREAS, it is the intent of the Wrangell Borough Assembly to give priority consideration to projects that preserve and protect the health and safety of the community, are mandated by the state or federal government, and provide for improvements of existing facilities resulting in a preservation of the community's prior investment or in improvements to the environmental quality of the community.

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

Section 1: the City and Borough of Wrangell shall establish the State legislative capital projects priorities for FY 2025 as follows:

<u>Priority</u>	<u>Project Name</u>
1	Dams Stabilization and Improvements
2	Public Safety Building Rehabilitation
3	Wrangell School Facilities Improvements
4	Wastewater Treatment Upgrades to Address Disinfection
5	Eastern Channel Emergency Access Route
6	SEAPA Transformer Power Upgrades
7	Barge Ramp Replacement
8	Inner Harbor Replacement
9	Deep Water Port Brownfield Assessment and Cleanup
10	Zimovia Highway Sewer System Upgrades
11	Zimovia Highway Feeder Three Upgrades
12	Diesel Generation Power Plant Replacement
13	Low Pressure Water Main System Replacement
14	State Parks Funding for Petroglyph Beach State Park Improvements
15	Swimming Pool Roof Replacement
16	Community Center Life and Safety Upgrades
17	School Access Road Improvements
18	M/V Chugach USFS Ranger Boat Display

Section 2: the Borough Manager, or their Designee, is hereby directed to advise appropriate State representatives and personnel of the Borough’s FY 2025 capital project legislative priorities and take appropriate steps to provide necessary background information.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL,
ALASKA this 12th day of December, 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1829 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA ESTABLISHING THE CAPITAL PROJECT FEDERAL LEGISLATIVE PRIORITIES FOR FY 2025

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

--	--

Account Number(s):

--	--

Account Name(s):

--	--

Unencumbered Balance(s) (prior to expenditure): See Agenda Statement

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Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1829

RECOMMENDATION MOTION:
Move to approve Resolution No. 12-23-1829.

SUMMARY STATEMENT:

The Borough FY2024-2025 Strategic Plan for Federal Capital Improvements Plan (CIP) for Capital Projects has been developed with a recommended priorities list for capital project needs. An Assembly-approved priorities list is necessary to guide staff in developing capital project budgets and in identifying specific Federal funding opportunities for those projects.

It is the intent of the Wrangell Borough Assembly to provide the Federal Legislature, Federal agencies, and other potential funding sources with adequate information regarding the Borough priority capital project needs.

It is the intent of the Wrangell Borough Assembly to give priority consideration to projects that:

- 1. Preserve and protect the health and safety of the community; and
- 2. Are mandated by the state and/or federal government; and
- 3. Provide for improvements of existing facilities resulting in a preservation of the community's prior investment, improvements to the environmental quality of the community, or support of economic development opportunities.

Resolution 12-23-1829 proposes to establish the Federal legislative capital projects priorities for FY 2025 as follows:

<u>Priority</u>	<u>Project Name</u>
1	Dams Stabilization and Improvements
2	Public Safety Building Rehabilitation
3	Eastern Channel Emergency Access Route
4	Wastewater Treatment Plant Disinfection Upgrades
5	Diesel Generation Power Plant Replacement
6	Barge Ramp Replacement
7	Inner Harbor Replacement
8	Deep Water Port Brownfield Assessment and Cleanup
9	Zimovia Highway Sewer System Upgrades
10	Zimovia Highway Feeder Three Upgrades

The approved projects will serve as the City and Borough of Wrangell’s established capital project Federal legislative priorities list for FY 2025.

Should the Assembly desire to change the priority order or otherwise modify the projects listing, those amendments can be offered at the meeting with proposed language such as “I move to amend Resolution 12-23-1828 by [moving, replacing, eliminating, adding, etc.] on the capital project Federal legislative priorities for FY2025.”

A copy of the current CIP Capital Projects is provided as an attachment for a review of all future capital project needs identified to date.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-23-1829

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE CAPITAL PROJECT FEDERAL LEGISLATIVE PRIORITIES FOR FY 2025

WHEREAS, it is the intent of the Wrangell Borough Assembly to provide the Federal Legislature, Federal agencies, and other potential funding sources with adequate information regarding the Borough’s priority capital project needs; and

WHEREAS, it is the intent of the Wrangell Borough Assembly to give priority consideration to projects that preserve and protect the health and safety of the community, are mandated by the state or federal government, and provide for improvements of existing facilities resulting in a preservation of the community's prior investment or in improvements to the environmental quality of the community.

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

Section 1: the City and Borough of Wrangell shall establish the federal legislative capital projects priorities for FY 2025 as follows:

<u>Priority</u>	<u>Project Name</u>
1	Dams Stabilization and Improvements
2	Public Safety Building Rehabilitation
3	Eastern Channel Emergency Access Route
4	Wastewater Treatment Plant Disinfection Upgrades
5	Diesel Generation Power Plant Replacement
6	Barge Ramp Replacement
7	Inner Harbor Replacement
8	Deep Water Port Brownfield Assessment and Cleanup
9	Zimovia Highway Sewer System Upgrades
10	Zimovia Highway Feeder Three Upgrades

Section 2: the Borough Manager, or their Designee, is hereby directed to advise appropriate Federal representatives and personnel of the Borough’s FY 2025 capital project legislative priorities and take appropriate steps to provide necessary background information.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th day of December, 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12 th , 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1831 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE WRANGELL AIRPORT LEASE ADA-50976

SUBMITTED BY:

Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution 12-23-1831 2. Successive Lease ADA-50976

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1281.

SUMMARY STATEMENT: The successive lease, ADA 50976, represents an agreement between the State of Alaska Department of Transportation and Public Facilities (DOT) and the City and Borough of Wrangell. This lease pertains to Wrangell Airport Land, locally known as Muskeg Meadows and serves as a prime lease agreement.

Notably, the City and Borough of Wrangell has been working with Wrangell Golf Club Inc. to assume the primary lease holder role. The primary purpose of this arrangement is to facilitate a sublease to Wrangell Golf Club, Inc. for the airport land, which currently hosts the golf course. This partnership aims to enhance both economic and recreation opportunities within the community.

The leases' duration spans five years, concluding in 2028. Given that the previous lease is in holdover status, the term start date of June 1, 2023, for lease ADA-50976 aligns with the expiration of the holdover status of the previous lease. The lease has been reviewed and approved by the Federal Aviation Administration, State DOT and the Borough Attorney.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-23-1831

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE WRANGELL AIRPORT LAND LEASE ADA 50976

WHEREAS, lease ADA 50976 is an agreement between the State of Alaska Department of Transportation and Public Facilities (DOT) and the City and Borough of Wrangell; and

WHEREAS, the lease concerns Wrangell Airport Land, also know as Muskeg Meadows Golf Course, and it serves as a primary lease agreement; and

WHEREAS, the City and Borough of Wrangell is collaborating with Wrangell Golf Club Inc. to take on the primary lease holder role; and

WHEREAS, the primary goal of this collaboration is to enable a sublease to the golf club, which will continue to use the airport land for its golf course; and

WHEREAS, this lease supports the community’s goals of economic growth and sustaining access to recreation; and

WHEREAS, this lease aligns with the Borough’s vision of enhancing Wrangell’s quality of life and boosting the local economy through responsible use of public resources.

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

The Borough Assembly authorizes successive lease ADA 50976 between the State of Alaska and the City and Borough of Wrangell.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th day of December 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

WRANGELL AIRPORT

ADA-50976

SUCCESSIVE LEASE INDEX

- ARTICLE I Premises
- ARTICLE II Term
- ARTICLE III Uses and Rights
- ARTICLE IV Rents and Fees
- ARTICLE V Survey, Improvements and Performance Bond
- ARTICLE VI Ownership and Disposition of Improvements
- ARTICLE VII Maintenance, Utilities and Snow Removal
- ARTICLE VIII Operations
- ARTICLE IX Environmental Provisions
- ARTICLE X Laws, Taxes and Claims
- ARTICLE XI Indemnification and Insurance
- ARTICLE XII General Provisions
- ARTICLE XIII Assignment or Sublease
- ARTICLE XIV Default by Lessee
- ARTICLE XV Holdover and Continued Occupancy
- ARTICLE XVI Fueling Operations and Fuel Storage
- ARTICLE XVII Special Provisions
- ARTICLE XVIII Definitions
- ARTICLE XIX Exhibits

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

SUCCESSIVE LAND LEASE

WRANGELL AIRPORT

ADA-50976

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF) (Lessor), and the City and Borough of Wrangell (Lessee), enter into this lease (Lease), including exhibit(s) and signature page(s), and agree as follows:

MAILING ADDRESS AND CONTACT INFORMATION

LESSOR

Alaska Dept of Transportation & Public Facilities
Statewide Aviation Leasing, Southcoast Region Office
Mailing: PO Box 112505, Juneau AK 99811-2505
Physical: 6858 Glacier Hwy, Juneau, Alaska 99801

Phone: (907) 465-6893
Fax: (907) 465-1395
Email: sharyn.augustine@alaska.gov

LESSEE

City & Borough of Wrangell
PO Box 531
Wrangell AK 99929-0531

Phone: (907) 874-2381
Fax: (907) 874-3852
Email: wrangell@wrangell.com

The Lessee will provide the Lessor with any change to the Lessee's mailing address, phone, fax or email contact within 30 days of the change.

RECITALS

1. Lease ADA-50185, dated May 15, 1995, was executed between the Lessor and the Lessee for 35 acres of land for "construction and maintenance of a golf course for the purpose of golf, cross country skiing, hiking, nature viewing, intramural golf for the public schools"; and
2. The community non-profit Wrangell Golf Club Inc constructed the golf course from 1995-1999; and
3. Supplement 1, Lease ADA-50185, effective September 1, 1998, amended the Premises to 33 acres of land, added regulatory language to the Lease and amended the authorized uses to include "storage of grounds keeping tools, supplies and equipment in a temporary structure; overflow parking of vehicles"; and
4. Supplement 2, effective January 1, 2004, amended the Rent provision to allow for work in lieu of rent and added the Special Covenants describing the nature of the work in lieu of rent. This provision expired in June 2007; and
5. Supplement 3, effective January 1, 2004, added Special Covenant 14 to the Lease; and

Wrangell Airport
City & Borough of Wrangell

Initials _____
Successive Lease ADA-50976

- 6. Supplement 4, effective June 1, 2006, renewed the work in lieu of rent provision added in Supplement 2 to expire June 2010; and Supplement 5, effective June 1, 2010, renewed the work in lieu of rent provision to expire June 1, 2015; and
- 7. Supplement 6, effective June 1, 2015, extended the term of the Lease to expire on June 1, 2020; and Supplement 7, effective June 1, 2020, extended the term of the Lease to expire on June 1, 2022; and
- 8. The Lessee had been paying “work in lieu of rent” based on a Rent Appraisal conducted in 1994. On June 1, 2022, when Lease ADA-50185 expired and went into Holdover status, Lessee was to obtain a rent appraisal to determine the current Fair Market Rent for the Premises, which appraisal was very difficult and costly for the Lessee to obtain; and
- 9. By Consent dated May 25, 2023, Lease ADA-50185 was assigned from Wrangell Golf Club Inc to the City and Borough of Wrangell; and
- 10. Since ADA-50185 is in Holdover status and Lessee wishes to enter into this successive Lease with no lapse in occupancy, this Lease has a term start date that coincides with the expiration of the Holdover of previous Lease ADA-50185.

ARTICLE I
PREMISES

A. The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the following described property (Premises), located on the Wrangell Airport (Airport), in Section 19, Township 62S, Range 84E, Copper River Meridian, within the Wrangell Recording District, First Judicial District, Alaska:

Parcel B, consisting of approximately 33 acres of land as shown in red on Exhibit A, Page 35 of this Lease.

B. Except as may be provided in this Lease, the Lessor makes no specific warranties, express or implied, concerning the title or condition of the Premises, including its survey, soils, wetlands, access, and suitability for any use including those authorized by this Lease, the application of any local, state, or federal laws or restrictions that may limit Lessee’s intended use of the Premises, the Premises’ environmental condition, the presence of artifacts or sites of archeological or historical significance, or the presence or absence of Hazardous Substance in, on, and under the surface. The Lessee takes the Premises on an “as is” basis and without warranty, subject to any and all of the covenants, terms, and conditions affecting the Lessor’s title to the Premises.

ARTICLE II
TERM

The term of this Lease is five (5) years, beginning June 1, 2023 and ending June 1, 2028. All rights and liabilities under this Lease become effective on the first day of the term of this Lease.

ARTICLE III
USES AND RIGHTS

A. AUTHORIZED USES

1. The Lessor authorizes the Lessee to use the Premises for the following uses only:

Subject to Article XVII (Special Provisions), operation and maintenance of buildings and equipment for the purposes of golfing and other recreational uses such as cross-country skiing, hiking and nature viewing, school sports teams & events and community events. Sales of goods, food and beverages, including alcoholic beverages, are authorized on the Premises, subject to Article IV (Rents and Fees) and Article X (Laws, Taxes and Claims).

2. Continuous Performance: Unless authorized in writing by the Lessor, the Lessee will perform its authorized uses on the Premises on a continuous basis, uninterrupted by any period of nonuse or business closure over 90 consecutive days or 120 aggregate days within any lease year of the term of this Lease. The Lessee will give the Lessor written notice when not performing its authorized use, such as closing its business, for more than 30 consecutive days. The notice will provide an estimated return and start-up date. This provision does not apply to any period during which the Lessee is unable to perform its authorized use as a result of an act or directive of the Lessor or other governing body, or as a result of Airport closure, a disaster, or loss of Lessee's buildings due to fire.

B. RESERVED RIGHTS OF LESSOR

1. The Lessor reserves the right to grant to others privileges not specifically granted to the Lessee. The privileges granted to the Lessee in this Lease are the only privileges granted to the Lessee by this Lease.

2. The Lessor reserves the right to make grants to third parties or reserve to the Lessor easements or rights of way through, on, or above the Premises. The Lessor will not grant or reserve any easement or right of way that unreasonably interferes with the Lessee's authorized uses of the Premises.

3. The Lessor reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings, for the purpose of inspection or environmental testing at any reasonable time. Except in the case of an emergency, all inspections and environmental testing will be coordinated with the Lessee and will not unreasonably interfere with the Lessee's authorized uses of the Premises.

4. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport.

C. PROHIBITED USES

Unless specifically authorized by this Lease or by the Lessor in writing, the following uses of the Premises are prohibited:

1. Any use of the Premises other than those authorized in this Lease.
2. The establishment or maintenance of any kind of living quarters or residence on the Premises.
3. The outside storage on the Premises of junk, trash, solid waste, debris, salvage aircraft or vehicle parts, nonoperational support equipment, or unused or damaged equipment or material.
4. The disposal on the Airport of waste materials generated by the Lessee, including Hazardous Substance, slash, overburden and construction waste.
5. The stripping, wasting, or removing from the Premises of any soil, gravel, trees, or other state-owned material.
6. Erecting structures or allowing growth of natural objects that would constitute an obstruction to air navigation, or allowing any activity on the Premises that would interfere with or be a hazard to the flight of aircraft, or interfere with air navigation or communication facilities, serving the Airport.
7. Any activity that violates, or would cause the Lessor as owner and operator of the Airport to violate, local, state, or federal law.

ARTICLE IV **RENTS AND FEES**

A. RENT

1. The rent for the Premises is waived per 17 AAC 45.130(5).
2. In addition to the rent amount stated in Paragraph 1, the Lessee will pay the Lessor an annual concession fee of:
 - a. 6% of the Lessee's (and/or Sublessee's) gross sales of food and non-alcoholic beverages; and
 - b. 8% of the Lessee's (and/or Sublessee's) gross sales of goods and merchandise.

All concession fees imposed by this Paragraph shall be calculated based only upon the portion of the Lessee's combined gross sales for lodging services, food and non-alcoholic beverages, and goods and merchandise in a calendar year exceeding \$50,000,

or in excess of a proportional amount for any partial calendar year at the beginning or end of the concession.

3. In addition to the rent amount stated in Paragraph 1 and the concession fees payable pursuant to Paragraph 2, the Lessee will pay the Lessor an annual concession fee of 12% of the Lessee's (and/or Sublessee's) gross sales of all alcoholic beverages. The exclusion for the first \$50,000 in gross sales applicable to the concession fee imposed by Paragraph 2 shall not apply to the concession fee applicable to the sale of alcoholic beverages imposed by this Paragraph 3.
4. The exclusion for the first \$50,000 in gross sales applicable to the concession fee imposed by Paragraph 2 shall apply only once per lease and not once for each sublease. It is the Lessee's responsibility to collect statistics from each sublessee and calculate them together for one submission at the end of the reporting period.
5. Concession fee payments are due in arrears on the thirty-first day of January each calendar year of the term of this Lease for the previous calendar year or 31 days following the suspension, termination or expiration of this Lease. Each payment must be accompanied by an annual Certified Activity Report (CAR) stating the Lessee's (and/or Sublessee's) gross sales for the previous year. The reports must separately state the Lessee's (and/or Sublessee's) gross sales derived from lodging, food and non-alcoholic beverages, goods and merchandise, and alcoholic beverages on or from the Premises.
6. CARs are due:
 - a. whether or not any sales are made; and
 - b. whether or not combined gross sales of lodging, food and non-alcoholic beverages and goods and merchandise exceed \$50,000.
7. CARs required by this Article must be made on a form satisfactory to the Lessor, such as the form shown in Exhibit B of this Lease, or in a similar format acceptable to the Lessor.
8. Upon sale of merchandise and services which the Lessee is authorized by the terms of this Lease to sell whether for cash or credit, the fees due the Lessor under the terms of this Lease will immediately be vested in and become the property of the Lessor, and the Lessee will be responsible for those fees until they are delivered to the Lessor.
9. In order to provide a satisfactory basis for determining payments due the Lessor hereunder, the Lessee must accurately and contemporaneously document in the Lessee's records all information required under this Lease.
 - a. Lessee must establish and maintain books and records (including electronic data, text files and supporting data and documents) regarding the Lessee's activities that are subject to certified activity reporting under this Lease, in accordance with generally accepted accounting principles. Lessee's books and records must enable

Lessee to accurately report and the Lessor to easily verify the payment due the Lessor hereunder.

- b. Lessee must submit to the Lessor annually a special purpose financial statement, certified as true and correct and signed by an independent certified accountant or the Lessee's chief financial officer. The financial statement must
 - i. reflect the Lessee's gross sales, Fuel deliveries, during the year and for which CARs are required under this lease; and
 - ii. certify whether the Lessee is maintaining accounting records in accordance with the lease.
10. Upon request, Lessor, or its authorized representatives, may inspect or audit the Lessee's books, records, and supporting data upon request at any time during regular business hours. Lessee shall either transport the necessary books and records to a location on the Airport for inspection and copying or allow the audit to be performed at the location where the Lessee maintains the books and records. In addition, the Lessor may, upon reasonable notice, require the Lessee to give an auditor designated by the Lessor access to relevant books and records where and as the Lessee maintains the documents.
 11. If the Lessee elects to have the audit performed at a location off Airport, where the Lessee maintains the records, the Lessee shall pay the Lessor, within 30 days of the billing date, the audit costs the Lessor incurs, which may include round trip air and ground transportation from the auditor's duty station to the location where the Lessee maintains the books and records, and per diem at the State of Alaska rate for each day of travel and on-site audit work. Audit costs do not include salary and benefit costs of an auditor.
 12. Lessee shall pay, within 30 days of the billing date, any underpayment disclosed by an audit plus:
 - a. interest at the rate provided in AS 45.45.010 from the date payment was required to be made for the relevant activity had it been accurately and timely reported; and
 - b. if the underpayment is more than \$5,000 in any fiscal year, all audit costs that the Lessor incurs, plus salary and benefit costs of the auditor.
 13. If an audit determines that the Lessee overpaid for the audit period, the Lessor shall credit the Lessee's account the amount of overpayment.
 14. When the Lessee is required to pay under this Section, the Lessor will bill the Lessee for the costs incurred and the billing will be supported by a copy of the travel authorization form then currently in use by the State of Alaska (Lessor).
 15. Lessee shall preserve and keep accessible all books and records, however recorded or stored, for the 5 years after the last entry of information into the respective book or

record; notwithstanding the minimum period of time set out in this Paragraph, if the Lessor objects to any report or statement submitted by the Lessee, the Lessee shall preserve all books and records until the objection is resolved or for the period of time described in this Paragraph, whichever is longer.

16. Payments due under this Lease must be made by check, bank draft, or postal money order made payable to the State of Alaska and delivered to Finance Revenue Section, Department of Transportation and Public Facilities in person or by courier at 3132 Channel Drive, Juneau, Alaska or by US Postal Service (mail) at PO Box 112500, Juneau, Alaska 99811-2500, or electronically via credit card on an internet site designated by the Lessor or any other address the Lessor may designate in writing.
17. Beginning the day payment is due, all unpaid rents, charges, and fees required under this Lease will accrue interest at the rate of 10.5% per annum. Interest on disputed amounts will not be charged to the Lessee if the dispute is resolved in the Lessee's favor.
18. In addition to the accrued interest, the Lessor will charge a late notice fee established under 17 AAC 45, as amended, for failure to pay when due a payment of rent or submit a CAR and pay the concession fee, as applicable, by the date required in the Lease. The late notice fee established under 17 AAC 45 is currently \$50 for the first notice, \$100 for the second notice, and \$200 for the third and any subsequent notice.
19. Lessee acknowledges that Lessor's billing statements are provided only as a courtesy. The Lessee is obligated to pay all rents and fees when due, with or without a billing statement.
20. Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of this Lease will be a lien against the Lessee's property, real or personal.

B. RENT OR RENTAL RATE ADJUSTMENT

1. During the first year of the term of this Lease, the Lessor may not change the rent payable under this Lease. At any time after the end of the first year of the Lease term, the Lessor may, in its sole discretion, increase or decrease the rent provided that the Lessor may not change the rent more than once in any 12-month period. Any change is effective 30 days after the date of the Lessor's notice of rent adjustment. If the Lessee believes that the changed rent exceeds the fair market rent for the Premises, the Lessee may protest to the Lessor according to 17 AAC 45.297.
2. The Lessee must pay the changed rent beginning on the effective date stated in the Lessor's rent adjustment notice and continue paying the adjusted rent throughout the protest process.
3. The Lessor has no obligation to appraise the Premises under any circumstances.

ARTICLE V
SURVEY, IMPROVEMENTS AND PERFORMANCE BOND

A. SURVEY

If the Lessee, at its sole expense, causes the Premises to be surveyed by a Land Surveyor registered in the State of Alaska, and to place suitable permanent markers at the corners and at other appropriate locations, the Lessee agrees to submit a plat of survey to the Lessor. If the plat and the survey conform to the Lessor’s survey plat requirements and the Lessor reviews the submitted plat and approves it, and if there is a significant difference between the approved survey plat and the lease lot description in this Lease, the Lessor and Lessee agree to supplement the Lease to conform to the approved survey plat and adjust the rent of the Premises accordingly.

B. IMPROVEMENTS

1. Lessor acknowledges improvements currently exist on the Premises with an aggregate cost or investment which was used as a basis for the term under prior lease ADA-50185 and is not considered a basis for the term under this Lease.
2. No new building or other permanent structure may be constructed or placed within twenty (20) feet of any boundary line of the Premises without Lessor’s prior written approval.
3. All construction on the Premises must be neat, presentable, safe, and compatible with the use of the Premises as determined by the Lessor.
4. Within ninety (90) days after completion of construction or placement of improvements upon the Premises, the Lessee will deliver to the Lessor 1) photographs (digital format preferred) of all aboveground improvements and 2) a copy of an as-built drawing, acceptable to the Lessor, showing the location and dimensions of the improvements, giving distances to all Premises’ boundaries. If the Lessee constructs underground improvements, the Lessee will appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to written approval of the Lessor.
5. The Lessee agrees to complete a survey and submit a plat of the survey to the Lessor prior to the commencement of any construction or development on the Premises. The plat and the survey must conform to the Lessor’s survey plat requirements.
6. The Lessee must first obtain the Lessor’s written approval in the form of an approved Airport building permit before beginning any land development, construction or demolition of any improvements on the Premises, or before beginning any alterations, modifications, or renovation of existing structures on the Premises. The Lessee must submit to the Lessor drawings of the proposed development, alteration, modification, or renovation in sufficient detail for the Lessor to understand and evaluate the project and its scope. Further, the Lessee will submit to Lessor evidence of the Lessee’s

compliance with the FAA Code of Federal Regulation (CFR) Title 14, Part 77 (14 CFR, Part 77).

7. Approval of any construction, alteration, modification, or renovation will not be withheld unless the Lessee does not demonstrate adequate financial resources to complete the project, the project plans, specifications, and agency approvals are incomplete; the proposed project would result in a violation of applicable statute or regulation; the proposed project would interfere with or is incompatible with the safety, security, maintenance, or operation of the Airport; the proposed project is inconsistent with sound airport planning; the proposed project is inconsistent with the terms of the lease; the project plans do not make sufficient provision for drainage, aircraft, vehicle, and equipment parking, or for snow storage; or the proposed project does not conform with generally recognized engineering principles or applicable fire or building codes or the project must be denied under 17 AAC 45.010(g).
8. Prior to any demolition of any structure(s) on the Premises, Lessee will deliver to Lessor a scope of work that, at a minimum, lists the structure(s) that are to be demolished and the timeframe for demolition and removal of the debris from the Airport. Lessor will review Lessee's scope for demolition and issue Lessee written approval for the work to be done.
9. The Lessee is solely responsible for compliance with all local, state, and federal laws and requirements. The Lessor's approval of any construction, alteration, modification, renovation, or demolition shall not constitute a warranty by the Lessor that the Lessee has complied with all such laws or requirements.
10. If required, the Lessee agrees to erect or modify a security fence, according to standards approved by the Lessor around the sides of the Premises necessary to maintain the Airport security program. The fence may be tied to the Lessor's Airport security fence. The fence around the Premises must be constructed at the sole expense of the Lessee and must be maintained by the Lessee in an attractive condition and according to standards approved by the Lessor.
11. If Lessee's improvements are damaged or destroyed, Lessee will cause the improvements to be repaired or rebuilt, and restored to normal function within two (2) years of the destruction or damage. Failure of the Lessee to rebuild or restore the improvements will be cause for Lessor to:
 - a. unilaterally reduce the term of the Lease so that the total term from the beginning of the Lease is consistent with the cost or value of the undamaged improvements remaining on the Premises, using the table in 17 AAC 45; or
 - b. grant an extension of time for the Lessee to complete the repair, reconstruction, or replacement of damaged or destroyed improvements on the Premises for good cause shown by the Lessee and upon a finding by Lessor that the action would be consistent with the best interest of the state.

12. If Lessee’s improvements are damaged to the extent that more than 50% of the space is unusable and the damage occurs within five years of the expiration of the term of this Lease, Lessee may terminate this Lease by giving thirty (30) days written notice, after removing the damaged improvements and restoring the Premises to a clean and neat physical condition acceptable to the Lessor.

C. PERFORMANCE BOND

The Lessee may be required to submit a performance bond, deposit, personal guarantee, or other security if the Lessor determines that such security is necessary or prudent to ensure compliance with any provision of this Lease or completion of construction or remediation within the time period set under Section B of this Article or completion of any additional or subsequent construction or remediation. The Lessor will determine the form and amount of the security considering the compliance under the provision or nature and scope of the construction or remediation and the financial responsibility of the Lessee.

ARTICLE VI
OWNERSHIP AND DISPOSITION OF IMPROVEMENTS

A. OWNERSHIP OF PERMANENT IMPROVEMENTS

Permanent improvements on the Premises, excluding Site Development Materials, constructed, placed, or purchased by the Lessee remain the Lessee’s property as long as this Lease remains in effect, including any period of extension or holdover with the consent of the Lessor.

B. DISPOSITION OF SITE DEVELOPMENT MATERIALS

The Lessee acknowledges that, once placed by the Lessee, the removal from the Premises of Site Development Materials can damage the Premises, adversely affect surface water drainage patterns, and destabilize adjacent structures. When placed on the Premises by the Lessee, Site Development Materials, including building pads, parking areas, driveways, and similar structures:

- a. become a part of the realty and the property of the state;
- b. unless otherwise directed by the Lessor, must be maintained by the Lessee throughout the term of this Lease, including any extensions and periods of holdover; and
- c. may not be removed by the Lessee without the prior written approval of the Lessor.

C. DISPOSITION OF PERSONAL PROPERTY AND PERMANENT IMPROVEMENTS OTHER THAN SITE DEVELOPMENT MATERIALS

1. Unless the Lessor otherwise directs under Paragraph 5 of this Section, when this Lease expires, terminates, or is cancelled and is neither extended nor followed by a successive lease, the departing Lessee may do one or more of the following:
 - a. remove Lessee-owned Permanent Improvements from the Premises, remediate any Contamination for which the Lessee is responsible, and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the expiration, cancellation, or termination date of this Lease;
 - b. with written approval from the Lessor, sell Lessee-owned Permanent Improvements to the succeeding lessee, remove all personal property, remediate, any Contamination for which the Lessee is responsible under 17 AAC 45 and leave the Premises in a clean and neat physical condition acceptable to the Lessor within 60 days after notice from the Lessor that the Lessor has approved an application for a lease of the Premises by another person or such longer period specified in the notice, but in no event more than 180 days after the expiration, termination, or cancellation date of this Lease;
 - c. elect to have the Lessor sell Lessee-owned Permanent Improvements at public auction under Paragraphs 2 and 3 of this Section, remediate any Contamination for which the Lessee is responsible under 17 AAC 45, and restore the premises to a clean and neat physical condition acceptable to the Lessor. If the Lessor sells Permanent Improvements under this Paragraph for removal from the Premises, the departing Lessee's obligation under this Paragraph continues until the Premises are remediated and restored to a clean and neat physical condition acceptable to the Lessor after the improvements have been removed.
2. If the departing Lessee elects to have the Lessor sell Lessee-owned Permanent Improvements at public auction per this Section, the Lessee shall, within 30 days after the expiration, cancellation, or termination of this Lease:
 - a. submit to the Lessor a written request and authorization to sell the Permanent Improvements by public auction;
 - b. provide to the Lessor an executed conveyance document transferring clear title to the Permanent Improvements to the successful bidder at the public auction, along with authorization to the Lessor, as agent for the Lessee for purposes of the sale only, to endorse the name of the successful bidder on the conveyance document upon receipt of payment of the successful bid price; and
 - c. before the date of the public auction, remove all personal property, remediate any Contamination for which the Lessee is responsible under 17 AAC 45 and leave the Premises in a neat and clean physical condition acceptable to the Lessor.

3. When selling Lessee-owned Permanent Improvements at public auction for the departing Lessee, the Lessor will establish the terms and conditions of the sale as provided under 17 AAC 45. The Lessor shall pay the Lessee any proceeds of the sale of the Permanent Improvements, less the administrative costs of the public auction and any financial obligation the Lessee owes to the Lessor under this Lease. Payment will be made within a reasonable time after the Lessor completes the sale transaction and receives the proceeds, but not to exceed 60 days. If all or a portion of the Permanent Improvements do not sell at public auction, the Lessee will remove those Permanent Improvements, remediate any Contamination for which the Lessee is responsible under 17 AAC 45 and restore the Premises to a clean and neat physical condition acceptable to the Lessor within 60 days after the auction.
4. If the Lessee shows good cause to the Lessor and if it is not inconsistent with the best interest of the state, the Lessor will grant an extension of time that is sufficient to allow the Lessee to remove or sell Lessee-owned Permanent Improvements, remediate any Contamination for which the Lessee is responsible and to restore the Premises to a clean and neat physical condition acceptable to the Lessor under this Section.
5. The Lessor will, by written notice, direct the departing Lessee to remove Lessee-owned Permanent Improvements from the Premises, to remediate, consistent with applicable law, any Contamination for which the Lessee is responsible under 17 AAC 45 and to restore the Premises to a clean and neat physical condition acceptable to the Lessor if the Lessor determines in writing:
 - a. that the continued presence of the Permanent Improvements on the Premises are not consistent with either
 - i. the applicable provisions of 17 AAC 45 and of any other statute or regulation, including any relating to noise or Airport land use; or
 - ii. any written Airport program or plan required for compliance with applicable federal or state law;
 - b. that the continued presence of the Permanent Improvements on the Premises is not in the best interest of the state; or
 - c. that the Permanent Improvements present a hazard to public health or safety.
6. The departing Lessee to whom the Lessor has issued direction under Paragraph 5 of this Section shall comply with the Lessor's direction within 60 days after issuance of the direction and at no cost to the Lessor. If the departing Lessee shows good cause to the Lessor, continues to work diligently to comply with Lessor's direction, and if it is not inconsistent with the best interest of the state, the Lessor will allow in writing a longer period that is sufficient to allow the Lessee to comply with the Lessor's direction. A departing Lessee who fails to comply with a direction issued by the Lessor under Paragraph 5 of this Section, shall, within 30 days of being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal fees and administrative costs, to enforce the Lessor's direction or to remove and dispose

of unremoved Lessee-owned improvements, remediate any Contamination for which the Lessee is responsible under 17 AAC 45 and restore the Premises.

7. If the departing Lessee does not timely remove or sell the Lessee-owned Permanent Improvements on the Premises in accordance with the requirements of this Section, any remaining Permanent Improvements and any remaining personal property of the departing Lessee will be considered permanently abandoned. The Lessor may sell, lease, demolish, dispose of, remove, or retain the abandoned property for Airport use as the Lessor determines is in the best interest of the state. The departing Lessee shall, within 30 days after being billed by the Lessor, reimburse the Lessor for any costs reasonably incurred by the Lessor, including legal and administrative costs, to demolish, remove, dispose, clear title to, or sell the abandoned property and to remediate and restore the Premises.

8. After the expiration, termination, or cancellation of the Lease, including any holdover under 17 AAC 45, the departing Lessee loses all right to occupy or use the premises without the express or implied consent of the Lessor. Except as the Lessor notifies the departing Lessee otherwise in writing, the Lessor consents to the departing Lessee's continued use and occupancy of the Premises to diligently accomplish the requirements of this Section. Until the departing Lessee relinquishes possession of and completely vacates the Premises under Paragraph 9 of this Section and notifies the Lessor in writing that it has relinquished and vacated the Premises, the departing Lessee shall perform the following as if the lease were still in effect,
 - a. pay rent to the Lessor;
 - b. maintain the premises;
 - c. provide the Lessor with evidence of each insurance coverage, if any, required under the Lease; and
 - d. cease using the premises other than to diligently accomplish the requirements of this Section, and to comply with the other requirements of the Lease.

9. A departing Lessee will not be considered to have relinquished possession and completely vacated the Premises until
 - a. the departing Lessee has
 - i. remediated, consistent with applicable law, any Contamination for which the Lessee is responsible under this Lease; and
 - ii. restored the Premises to a clean and neat physical condition acceptable to the Lessor; and
 - b. either

- i. removed all of the Lessee's Permanent Improvements and personal property from the premises or sold the Permanent Improvements and personal property to a succeeding Lessee under the provisions of this Lease; or
- ii. transferred title to the Lessee's Permanent Improvements and personal property that remain on the premises to the Lessor.

ARTICLE VII
MAINTENANCE, UTILITIES AND SNOW REMOVAL

A. MAINTENANCE

- 1. Lessee will keep the Premises and all improvements on the Premises neat and presentable.
- 2. All structures on the Premises must be painted, finished, or covered with a permanent exterior surface and be maintained in good condition by the Lessee.
- 3. All paving on the Premises is the responsibility of the Lessee, including any paving on the apron. Lessee will keep all paving neat and presentable and must keep it maintained in good condition at the sole expense of the Lessee.
- 4. At no cost to the Lessor, the Lessee will provide for all maintenance and services at the Premises necessary to facilitate the Lessee's use of the Premises.
- 5. The Lessee further agrees to comply with all reasonable decisions and directions of the Lessor's Airport management personnel regarding maintenance and general use of the Airport by the Lessee.

B. UTILITIES

At no cost to the Lessor, the Lessee will provide for and maintain all utilities at the Premises necessary to facilitate the Lessee's use at the Premises.

C. SNOW REMOVAL

- 1. At no cost to the Lessor, the Lessee will be responsible for plowing, removing and disposing of snow from the Premises to a Lessor-approved location, or providing suitable storage within the boundaries of the Premises in accordance with all applicable federal and state laws.
- 2. Lessee agrees to coordinate its snow removal activities on the Airport with the Lessor's Airport personnel.

- 3. Lessee agrees not to allow an accumulation of snow on the Premises that would
 - a. cause interference with adjoining leaseholders or other users of the Airport;
 - b. damage Airport fencing; or
 - c. not comply with security or safety operations under Article VIII (Operations) of this Lease.

**ARTICLE VIII
OPERATIONS**

A. SECURITY AND CERTIFICATION

- 1. The Lessee will coordinate any Airport security matter with the Lessor. If the Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification), the Lessee will comply with all applicable requirements of the Lessor's Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Lessor, Lessee will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
- 2. If the Transportation Security Administration (TSA), the Federal Aviation Administration (FAA) or any other federal, state or local government agency fines or otherwise imposes a monetary penalty on the Lessor or requires the Lessor to remediate or mitigate any condition for a violation of a statute, ordinance, or regulation, and if the violation is caused by or based on, all or in part, an act or omission by the Lessee or someone acting on the Lessee's behalf, the Lessee will reimburse the Lessor for the amount of the fine or penalty, the Lessor's costs incurred to remediate or mitigate the condition, and any legal or other associated costs incurred by the Lessor in responding to the violation. The Lessee will reimburse the Lessor for fines, penalties or costs, paid within 30 days after receipt of written notice from the Lessor.

B. AIRPORT OPERATIONS

- 1. The Lessee shall comply with 17 AAC 45 and other applicable laws and orders that the Lessor or the Airport manager issues under AS 02.15.020(a) or under any other state or federal law; and instructions, requirements, and restrictions that the Lessor or the Airport manager has posted or indicated by sign, signal, or other control device, unless otherwise directed by an authorized person directing aircraft, vehicle, or pedestrian traffic. The Lessee shall not hinder or obstruct another person, a vehicle, or an aircraft from lawful use of Airport property.
- 2. The Lessee is required to coordinate the Lessee's activities on the Airport with the Lessor and to abide by the Lessor's decisions and directives regarding snow removal, maintenance, and general use of the Airport by the Lessee, the Lessee's personnel,

employees, and any person acting on behalf of or under the authority of the Lessee, and by the Lessee's sublessees, contractors, and guests, including customers and vendors.

3. The Lessee is required to comply with all applicable requirements imposed on the Airport or the Lessor by federal law to ensure that the Airport's or Lessor's eligibility for federal money or for participation in a federal aviation program is not jeopardized.

C. LESSEE'S CONTROL AND RESPONSIBILITY

1. The Lessee is required to assume full control and sole responsibility as between the Lessee and the Lessor for the activities of the Lessee, the Lessee's personnel, employees, and persons acting on behalf of or under the authority of the Lessee, anywhere on the Airport and for the activities of the Lessee's sublessees, contractors, and guests, including customers and vendors, on the Premises.
2. The Lessee is required to perform all operations authorized by the Lease in a manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Premises.
3. The Lessee is required to immediately notify the Lessor of any condition, problem, malfunction, or other occurrence that threatens the safety of the Airport, the safety of persons using the Airport, the public health or the environment, or the safety or integrity of the Premises.

D. RADIO INTERFERENCE

The Lessee will discontinue the use of any machine or device that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

E. WILDLIFE

The Lessee acknowledges that a concentration of birds or other wildlife on an airport constitutes a significant hazard to aircraft operations. The Lessee agrees to keep the Premises clean of fish slime, fish waste, or any other material or item that might attract birds or other wildlife. The Lessee accepts full responsibility to take all prudent measures to prevent attracting birds or other wildlife.

F. PARKING

The Lessee is required to provide vehicle, equipment, and aircraft parking space, snow storage, and drainage on the premises adequate for the Lessee's activities on the premises or confine parking to such other places on the Airport as designated in writing by the Lessor.

ARTICLE IX
ENVIRONMENTAL PROVISIONS

A. HAZARDOUS SUBSTANCES

1. Lessee will provide notification to the Lessor of any Hazardous Substance stored, dispensed or handled on the Premises.
2. If Hazardous Substances are stored, dispensed or handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling Hazardous Substances in accordance with all applicable federal, state, and local laws.
3. Lessee will promptly give the Lessor notice of proceedings to abate or discussions with federal or state regulatory agencies relating to the presence or release of a Hazardous Substance on the Premises or from the Lessee's operations on the Airport. The Lessee will allow the Lessor to participate in such proceedings or discussions.
4. If Lessee provides annual reporting to the Environmental Protection Agency (EPA) as a Small or Large Quantity Hazardous Waste Generator, or if a Notification of Regulated Waste Activities form is submitted to EPA, Lessee shall provide Lessor with a copy of the EPA submission.

B. ENVIRONMENTAL LIABILITY

1. The Lessee has the sole responsibility under this Lease to ascertain the environmental condition and presence of Hazardous Substance existing in, on, and under the surface of the Premises, and is conclusively presumed to have caused or Materially Contributed To any Contamination of or originating on the Premises except as identified in an Environmental Liability Baseline accepted by the Lessor.
2. The Lessee assumes financial responsibility to the Lessor for any Contamination in, on, and under the Premises and any Airport property affected by a release of a Hazardous Substance from the Lessee's operations (Affected Property), except for Contamination that is identified in an Environmental Liability Baseline. This is without prejudice to the Lessee's right to seek contribution or indemnity from either prior lessees of the Premises and Affected Property, or other potentially responsible parties except for the Lessor.

C. ENVIRONMENTAL INDEMNIFICATION

If Contamination of the Premises or other properties by a Hazardous Substance occurs from the Lessee's operations on the Premises that is not in Lessee's Environmental Baseline, the Lessee will indemnify, defend, and hold the Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees, which arise during or after the term of this Lease as a result of such Contamination. This indemnification of the Lessor by the Lessee includes, but is not limited to, costs incurred in

connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any federal, state, or local governmental agency because of a Hazardous Substance being present in the soil or groundwater on or under the Premises or other properties affected by the Contamination.

D. REMEDIATION

1. In the event of a Hazardous Substance spill on the Premises, the Lessee will immediately notify the Lessor and the Alaska Department of Environmental Conservation and act promptly, at its sole expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the Lessor and otherwise comply with the applicable portions of Title 17 and Title 18 of the Alaska Administrative Code.
2. In addition to any notices required by this Lease, the Lessee will immediately notify and copy the Lessor in writing of any of the following:
 - a. any permit, enforcement, clean up, lien, removal or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Law;
 - b. any claim made or threatened by any person against the Lessee or arising from the Lessee's operations authorized by this Lease, relating to damage, contribution, compensation, loss or injury resulting from, or claimed to result from, any Hazardous Substances in, on, or under the Airport; or
 - c. any report made to any environmental agency arising out of or in connection with any Hazardous Substances in, on, or removed from the Premises, including any complaints, notices, warnings or asserted violation.
3. Remediation and restoration of the affected area must meet all applicable state and federal laws and regulations and must meet the requirements of all governing regulatory authorities.

E. ACTION AGAINST POTENTIALLY RESPONSIBLE PARTIES

Nothing contained in this Lease shall restrict either the Lessor or the Lessee from seeking and obtaining cleanup efforts, costs, or damages from other potentially responsible parties for Contamination identified in the Environmental Liability Baseline.

F. ENVIRONMENTAL AUDIT

Lessee will provide Lessor all investigative data, test results, or reports as part of or in relation to any Environmental Assessment, characterization or audit which Lessee performs or causes to be performed after the starting date of this Lease. The Lessee will submit the data, result, or report to the Lessor within 60 days following the date on which it becomes available to the Lessee.

G. LESSOR'S RIGHT TO PERFORM ENVIRONMENTAL ASSESSMENT

Upon the cancellation, termination, or expiration of this Lease, or any time the Lessor has cause to believe the Premises may have been contaminated, or that Contamination of other property on the Airport may have originated on the Premises, the Lessor may perform an Environmental Assessment on the Premises or on potentially Affected Property to establish the presence and source of any Contamination and describe the environmental condition of the Premises or potentially Affected Property. If the Lessor performs such assessment before cancellation, termination, or expiration of this Lease, the Lessor shall minimize interference with the Lessee's operations while performing the assessment. The Lessor will assume the cost of the assessment if Contamination is not found on the Premises and no Contamination that originated on the Premises or caused by the Lessee or the Lessee's operations or activities is found on potentially Affected Property. If such Contamination is found on either the Premises or potentially Affected Property, the Lessee shall pay the costs of assessment and cleanup of any Contamination not included in an Environmental Liability Baseline.

ARTICLE X
LAWS, TAXES AND CLAIMS

A. COMPLIANCE WITH LAW

1. This Lease is issued subject to all applicable requirements of state statutes and regulations in effect during the term of this Lease, including those related to the leasing of lands and facilities and the granting of privileges at state airports. All references to regulations contained in this Lease shall be construed to incorporate any amendments to those regulations. In the event any regulation referred to in this Lease shall be repealed, the reference shall be construed to incorporate any contemporaneously or subsequently adopted regulation addressing the same or similar subject matter.
2. The Lessee will comply with all applicable requirements imposed on the Airport or the Lessor by federal law to ensure that the Lessor's eligibility for federal money or for participation in a federal aviation program by the Airport or the Lessor is not jeopardized and with all orders issued by the Lessor.
3. At no expense to the Lessor, the Lessee will obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay other fees and charges assessed under applicable law. Nothing in this Lease prevents the Lessee from challenging any taxes or special assessments to the appropriate authority under applicable procedures.
4. The laws of the State of Alaska will govern in any dispute between the Lessee and Lessor. If a dispute continues after exhaustion of administration remedies, any lawsuit must be brought in the courts of the State of Alaska, in Juneau, Alaska within the First Judicial District.

B. CLAIMS

The Lessee will promptly notify the Lessor of any claim, demand, or lawsuit arising out of the Lessee's occupation or use of the Airport or the Premises. Upon the Lessor's request, the Lessee will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Airport or the Premises.

ARTICLE XI
INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. The Lessee will indemnify, save harmless, and defend the Lessor, its officers, agents, and employees from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties (specifically including civil penalties assessed by the FAA, TSA, or any other federal agency) of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement, or any other injury or harm, including sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or any other costs and expenses, directly or indirectly arising from, connected to or on account of this Lease as it relates to the Lessee, the Lessee's activities at or relating to the Airport, or any act or omission by the Lessee, or by any of its officers, employees, agents, contractors or sublessees.
2. The Lessee shall give the Lessor prompt notice of any suit, claim, action or other matter affecting the Lessor to which Paragraph 1 of this Section may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, and any notice or complaint by any regulatory agency. The Lessee shall also use counsel acceptable to the Lessor and the Alaska Department of Law in carrying out its defense obligations under this Paragraph, and the Lessor shall also have the right, at its option, to participate cooperatively in the defense of and settlement negotiations regarding any such matter, without relieving the Lessee of any of its obligations under this provision. These indemnity obligations are in addition to, and not limited by, the Lessee's obligation to provide insurance, and shall survive the expiration or earlier termination of this Lease.
3. Paragraph 1 notwithstanding, the Lessee shall not be obligated to indemnify the Lessor for liability for personal injury or property damage legally caused by the Lessor's own negligence, recklessness or intentional misconduct.

B. INSURANCE

The Lessee is not required to provide insurance coverage at the commencement of this Lease. However, if the Lessor determines the activity, construction, or operation of the Lessee under this Lease will expose the State of Alaska to a liability risk greater than the

risk typically posed by the activity, construction, or operation of lessees that are not required to obtain insurance, the Lessor may require the Lessee to provide proof of insurance coverage in amounts determined by the Lessor.

ARTICLE XII
GENERAL PROVISIONS

A. LIENS

The Lessee will keep the Premises and improvements placed on the Premises free of all liens for any obligations incurred by Lessee. The Lessee will pay all costs for labor and materials arising out of any construction or improvements by the Lessee on the Premises, and hold the Lessor harmless from liability for any liens, including costs and attorney fees. The Lessor does not recognize that it is in any way liable for any liens on the Premises or improvements placed on the Premises. This restriction does not prohibit the assignment of interest for security purposes if the Lessor approves the assignment in writing.

B. CONDEMNATION AND RELOCATION

If all or any part of the Premises is condemned by any authority or person vested with the power of Eminent Domain, including Lessor, the term of this Lease will end on the date the Lessee is required to surrender possession of the Premises under 17 AAC 45. The Lessor shall be entitled to all compensation from the condemning authority for the taking of the Premises. Nothing within this Lease will diminish Lessee's rights, if any, to receive compensation for improvements or personal property belonging to the Lessee and located on the Premises under applicable relocation laws.

C. NOTICES

All notices by either party required or permitted under this Lease shall be in writing sent by first class or higher priority mail, electronic transmission, or hand delivery, to the contact details set out on Page 1 of this Lease or any other contact details that the parties subsequently designate in writing. Unless otherwise agreed to in writing, the parties will also supply to the other party, as promptly as possible, and in any event, within 15 days after the involved party first receives or sends the same, copies of all claims, reports, complaints, notices, liens or warnings, or asserted violations relating in any way to the Premises or the Lessee's use of the Airport.

D. MODIFICATION

Upon written notification to Lessee, the Lessor may modify this Lease to meet the revised requirements of federal or state grants or to conform to the requirements of any revenue bond covenant to which the Lessor is a party; provided that a modification may not cause

the Lessee financial loss, or reduce the rights or privileges granted to the Lessee by this Lease, except that any such modification may substitute rights or privileges that are substantially similar or of comparable value.

E. VALIDITY OF PARTS

If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

F. INTERRELATIONSHIP OF PROVISIONS

All provisions of this Lease including exhibits, supplements, and addenda are essential parts of this Lease and are intended to be cooperative, provide for the use of the Premises, and describe the respective rights and obligations of the Lessor and Lessee. In case of a discrepancy, written dimensions govern over scaled dimensions unless obviously incorrect.

G. INTEGRATION AND MERGER

This Lease sets out all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Lease is effective unless in writing and signed by both the parties.

H. EXECUTION BY THE PARTIES

This Lease is of no effect until the Lessee or a duly authorized representative of Lessee and the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designated representative has signed it.

I. CAPTIONS

The captions of the provisions of this Lease are for convenience only and do not define, limit, describe, or construe the contents of any provision.

J. ADDITIONAL INFORMATION

The Lessor may, from time to time, require the Lessee to provide such documentation as the Lessor may reasonably require establishing the Lessee's continuing qualification for this Lease.

K. RIGHTS OF CONSTRUCTION

This Lease is intended to make public property available for private use, while at all times protecting the public interest to the greatest extent possible. Following the rule that transfers of interest in public property are to be strictly construed in favor of the Lessor, all rights granted to the Lessee under this Lease will be strictly construed, and all rights of the Lessor and protections of the public interest will be liberally construed.

L. LESSEE ACKNOWLEDGEMENT

The Lessee acknowledges that the Lessee has read this Lease and fully understands its terms, that the Lessee has been fully advised or has had the opportunity of advice by separate legal counsel, and voluntarily executes this Lease. Lessee also acknowledges and agrees that the rule of interpretation under which a document is construed against the drafter will not apply to this Lease.

M. APPROVAL BY LESSOR

Any approval required of the Lessor by this Lease will not be unreasonably withheld. The Lessor's approval does not waive the Lessee's legal responsibility or liability to comply with all applicable federal and state laws and regulations.

N. DISCRIMINATION

The Lessee will not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. The Lessee recognizes the right of the Lessor to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law.

O. AFFIRMATIVE ACTION

If required by 14 CFR Part 152, subpart E, the Lessee will undertake an affirmative action program to insure that no person will be excluded from participating in any employment activities offered by the Lessee on the grounds of race, creed, color, national origin, or sex. No person may be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by subpart E. The Lessee further agrees that it will require its suborganization(s) provide assurance to the Lessor to the same effect that they will also undertake affirmative action programs and require assurances from their suborganization(s) as required by 14 CFR, Part 152, subpart E.

P. QUIET ENJOYMENT & RIGHT OF INSPECTION

The Lessee is entitled to quiet enjoyment of the Premises subject to the terms of this agreement and the Lessor's right of ingress to and egress from the Premises, including buildings, and the right to enter any part of the Premises for the purpose of inspection at any reasonable time, subject only to the Lessor's best efforts, except in the case of an emergency, to coordinate its inspection with the Lessee to minimize interference with the Lessee's activities on the Premises.

ARTICLE XIII
ASSIGNMENT OR SUBLEASE

All provisions in this Lease extend to and bind the legal representatives, successors, and assigns of the parties. The Lessor's consent to one assignment, sublease, assignment of sublease or security interest will not waive the requirement of obtaining the Lessor's consent to any subsequent assignment or sublease. In the event of a conflict between this Lease and an assignment or a sublease, the terms of this Lease govern; a provision stating this priority must be included in each assignment or sublease, but is implied in all assignments whether stated or not.

A. ASSIGNMENT

1. Lessee shall obtain and follow Lessor's written assignment guidance and the requirements in 17 AAC 45.260, as amended.
2. The Lessee may not assign all or a portion of this Lease, including improvements, without the prior written consent of the Lessor. An assignment made contrary to the requirements of this Section is void.
3. A request for consent to an assignment must be submitted to the department in writing.
4. Any proposed assignment must be submitted to the Lessor for approval in three (3) copies, each bearing the original notarized signature of all parties.
5. An assignment must include a provision stating that the assignee accepts responsibility for all of the assignor's obligations under this Lease, including environmental liability and responsibility.
6. An assignee may not occupy the Premises before the Lessor consents to the assignment in writing.
7. Any single or cumulative transfer of more than 50 percent interest in a joint venture, partnership, limited liability company, corporation, or other dual or multi-party entity which is a Lessee under this Lease is an assignment of an interest subject to written approval by the Lessor.

B. ASSIGNMENT FOR SECURITY PURPOSES

1. The Lessee may not assign for security purposes all or a portion of or any interest in this Lease, including improvements, without the prior written consent of the Lessor. An assignment for security purposes made contrary to the requirements of this Section is void.
2. Lessee shall obtain and follow Lessor's written security assignment guidance and the requirements in 17 AAC 45.265, as amended.
3. A request for consent to an assignment for security purposes must be submitted in writing to the Lessor for approval.
4. A security assignment document must include provisions stating that:
 - a. If the security assignee takes possession or control of the Lease, either directly or through a sub-tenant, by foreclosure or otherwise, under the security assignment,
 - i. The security assignee accepts responsibility for all of the Lessee's obligations under the Lease, including environmental liability and responsibility, commencing as of the date the security assignee succeeds to the Lessee's interest under the Lease, and
 - ii. Except as provided in Paragraph 4c below, those obligations terminate as to the security assignee upon further transfer of the Lease by the security assignee;
 - b. The security assignee has an affirmative duty to notify the state in writing upon the reconveyance or release of the security interest; and
 - c. Unless the security assignee "participates in management" of the Lessee (as defined in 42 U.S.C. 9601(20)(F)), the security assignee does not have environmental liability or responsibility for the period pre-dating the time when it took possession or control of the Leasehold. The security assignee does not have environmental liability or responsibility following a subsequent transfer of its entire interest in the Lease unless, by its direct actions, negligence, or failure to use due care, the security assignee
 - i. caused or contributed to a violation of any of the Lease terms relating to environmental law or hazardous substances;
 - ii. violated 17 AAC 45.045 or 17 AAC 45.050; or
 - iii. caused or contributed to actual financial damages to the Lessor due to the security assignee's breach of any environmental law.
5. Exercise by a security assignee of a power of sale or further assignment under a security assignment is subject to the consent of the Lessor with respect to any purchaser or assignee and shall be conditioned upon the purchaser or assignee accepting

responsibility for all of the lessee’s obligations under this Lease, including environmental liability and responsibility.

C. SUBLEASE

1. Each provision of this Section applies to a sublease of all or a portion of the Premises, as well as to a further sublease of a sublease. A sublease made contrary to the requirements of this Section is void.
2. The Lessee may not sublease all or a portion of the Premises without the prior written consent of the Lessor. The consent of the Lessor under this Section is required for each sublease of all or any portion of the Premises.
3. Lessee shall obtain and follow Lessor’s written sublease consent guidance and the requirements in 17 AAC 45.270, as amended.
4. A sublease must include a provision that it is subject to all of the terms and conditions of this Lease governing the property being subleased. The Lessor reserves the right and authority to enforce the obligations of Article IV (Rents and Fees) of this Lease with respect to the sublessee’s operations against either the sublessee directly, or against the Lessee.
5. A sublessee may not occupy the Premises before the Lessor consents to the sublease in writing.
6. A sublease may not and does not relieve the Lessee of responsibility for providing the Lessor with evidence of any required insurance (if applicable) that meets the requirements of this Lease, including coverage of the sublessee’s operations on the Premises.
7. Consent to a sublease by the Lessor does not relieve or otherwise alter the obligations of the Lessee under this Lease.
8. A sublessee may not assign all or a portion of a sublease, including improvements, without the prior written consent of the Lessor and the Lessee under Section A of this Article. An assignment made contrary to the requirements of Section A of this Article is void.

ARTICLE XIV
DEFAULT BY LESSEE

A. EVENTS OF DEFAULT

The occurrence of any of the following events shall constitute a default by Lessee under the terms of this Lease:

1. Lessee fails to pay when due the rents, charges, or fees specified in this Lease, including any increases made under this Lease.
2. Lessee's checks for payment of rents, charges, or fees are returned for insufficient funds; or if Lessee's credit or debit card is not accepted by the issuing financial institution.
3. Lessee uses or authorizes the use of the Premises for any purpose not authorized by this Lease.
4. Lessee fails to fully perform and comply with any provision in this Lease.
5. A court enters a judgment of insolvency against Lessee.
6. A trustee or receiver is appointed for Lessee's assets in a proceeding brought by or against Lessee.
7. Failure by Lessee to comply with any of the terms of this Lease, including, but not limited to, the land development and Permanent Improvement requirements under Article V (Survey, Improvements and Performance Bond), Section B (Improvements).

B. REMEDIES

In addition to any other remedy allowed by law, if any default by Lessee is not cured within 30 days of Lessee's receipt of written notice from Lessor, Lessor shall be entitled to pursue any or all of the following remedies:

1. Terminate this lease, in which case Lessee shall immediately vacate the Premises;
2. Without further notice to Lessee and without prejudice to any other remedies Lessor may have, enter and take possession of the Premises;
3. Commence legal proceedings to evict Lessee from the Premises; and
4. Recover from Lessee, by any legal means, all amounts owed by Lessee to Lessor under the terms of this Lease, with interest thereon at the rate provided for in AS 45.45.010(a).

C. COSTS AND ATTORNEY'S FEES

Lessee will pay all reasonable actual expenses, costs, and attorney's fees Lessor may incur, with or without formal action, to enforce, defend, or protect this Lease or Lessor's rights under this Lease, including any expense incurred with respect to environmental compliance, bankruptcy or any proceeding that involves Lessee, the Lease, the Premises, improvements or personal property on the Premises. Lessee will make payment within 30 days of the date of each notice from Lessor of any amounts payable under this provision.

D. REASONABLE CURE

1. In the case of a default that cannot be reasonably cured within 30 days, a notice of default issued by Lessor to Lessee under this Article is stayed if, within the 30-day notice period, Lessee begins and continues expeditious action to cure the violation. Lessor will determine if a violation cannot be reasonably cured within 30 days and what constitutes expeditious action.
2. In the case where, in Lessor's sole determination, Lessee's default is considered an imminent threat to the Airport, public health or safety, or the environment, Lessor will direct Lessee to stop the activity immediately and may reduce the period to cure the default, or Lessor may correct the default pursuant to Section E of this Article.

E. RIGHT OF LESSOR TO PERFORM

1. If, after 30 days following issuance of notice, Lessee fails or refuses to perform any action required by this Lease, Lessor will have the right, but not the obligation, to perform any or all such actions required by this Lease at the sole expense of Lessee. Lessor will not take action if Lessee begins and continues expeditious action to perform any action required by this Lease that cannot be reasonably completed within 30 days. Lessor will, at its sole discretion, determine what constitutes expeditious action and if an action cannot be reasonably performed in 30 days.
2. Lessee is required to pay, within 30 days of the billing date, any cost or damage that Lessor incurs to enforce or protect Lessor's rights under the Lease or due to any failure of Lessee to comply with a provision of the Lease, including a cost to correct a violation under 17 AAC 45.; in this paragraph "cost" includes legal fees and administrative costs.
3. If Lessee fails or refuses to perform any action that has been deemed an imminent threat Lessor will have the right, but not the obligation, to perform any or all such actions required to expeditiously correct the imminent threat. If Lessor acts to correct a violation or omission by Lessee, Lessor may seek reimbursement from Lessee of all costs, plus interest at the rate provided in AS 45.45.010(a), that Lessor incurs in acting to correct the violation or omission, including site assessment costs, clean-up costs, collection costs, legal and administrative costs, applicable fines, and costs resulting from interference with or delay of Airport projects or operations.

F. WAIVER

A waiver by the Lessor of any default by the Lessee of any provision of this Lease will not operate as a waiver of any subsequent default. If the Lessor waives a default, the Lessor is not required to provide notice to the Lessee to restore or revive any term or condition under this Lease. The waiver by the Lessor of any provision in this Lease cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of the Lessor. The Lessor's failure to insist upon the strict performance by the Lessee of any provision in this Lease is not a waiver or relinquishment for the future and the provision will continue in full force.

ARTICLE XV
HOLDOVER AND CONTINUED OCCUPANCY

A. HOLDOVER

If the Lessor has not directed the Lessee to vacate the premises upon expiration of the Lease, then if the Lessee continues to occupy the premises in holdover after the expiration of the Lease, the holdover ends on the earliest of the following, regardless of any rents or fees accepted by the Lessor:

1. the date on which the Lessor and the Lessee execute a term extension for the Lease or a new Lease for the Premises; or
2. the date on which the Lessor or the Lessee terminates the holdover upon not less than 30 days' notice; or
3. the 180th day after the expiration of the Lease.

B. CONTINUED OCCUPANCY

If the Lessee continues to occupy the Premises in Holdover under this Article, the Lessee will continue to pay the Lessor rents and fees after the expiration, termination, or cancellation of this Lease and to abide by the Lease obligations, including providing any required proof of insurance coverage, through the date Lessee relinquishes possession of and completely vacates the Premises. Lessor will consider the Premises vacated if:

1. The Lessee has remediated any environmental Contamination for which the Lessee is responsible; and
2. The Lessee has removed or otherwise disposed of any Lessee-owned permanent or removable improvements and personal property; and
3. The Lessee has restored the Premises to a neat and clean physical condition acceptable to Lessor.

C. AIRPORT CLOSURE

Pursuant to AS 02.15.070(b) and 17 AAC 45, the Lessor may abandon or temporarily or permanently close the Airport for aircraft operations if the Lessor finds that is in the best interest of the state.

1. If Lessor closes the Airport for aircraft operations for sixty (60) days or less, this Lease will remain in full force and effect without adjustment.
2. If Lessor closes the Airport for aircraft operations for more than sixty (60) days, but not permanently, and the Lessee's Lease is for aeronautical uses, the Lessee may either terminate the Lease in writing or retain the Lease and receive a fifty percent (50%) rent reduction or credit for that portion of the closure that exceeds sixty (60) days.

- 3. If Lessor permanently closes the Airport for aircraft operations the Lessee may terminate this agreement by written notice to Lessor or retain the Lease subject to any obligation of the Lessor to return management of the affected land to the State of Alaska Department of Natural Resources, any obligation of the state to return the affected land to the federal government or other public or private person or entity under a deed restriction, federal grant assurance, or other binding requirement, or any decision of the Lessor to sell or exchange the land or to put the land to other use.

D. DISASTERS

The Lessee or Lessor may cancel this Lease upon written notice to the other party if:

- 1. the Premises becomes unusable through no fault of either party and performance under this Lease becomes impossible; or
- 2. the Airport becomes unusable through no fault of either party and the performance under this Lease becomes impossible.

If the Lessee elects in writing that it will continue to operate after notice from Lessor to Lessee that the Airport has become unusable, the Lessee's obligations under the Lease will continue but Lessor is under no obligation to continue to perform. Causes for termination of the Lease under this provision include acts of God, the public enemy, and the United States.

E. NATIONAL EMERGENCY

If the federal government declares a national emergency, neither party may hold the other liable for any inability to perform any part of this Lease as a result of the national emergency.

ARTICLE XVI
FUELING OPERATIONS AND FUEL STORAGE

A. SELF FUELING

Except as may be provided in this Lease, the Lessee shall not conduct Fueling operations on the Airport except Self-fueling, which shall be conducted only on the Premises or on the premises of a commercial Fueling facility.

B. FUEL STORAGE

- 1. If Fuel is stored on the Premises, the Fuel storage facility must be in compliance with 17 AAC 45 and installed and plumbed according to all Environmental Laws, 13 AAC 50, 14 CFR Part 139 (if applicable), and comply with all applicable federal and state laws.

2. The Lessee will keep all equipment used in conjunction with the Lessee's Fueling operations on the Airport in a safe and properly functioning condition.
3. At any time, the Lessor has the right to inspect all Fueling equipment used by the Lessee on the Airport to determine if the Lessee's Fueling equipment and operations conform to the applicable laws, regulations, and codes. The Lessee, prior to any further Fueling operations, will accomplish any corrective action deemed necessary by the Lessor.
4. All Fueling operations must be in compliance with 17 AAC 45 and will meet current requirements for Fueling and fire safety as described in applicable federal and state laws and regulations.
5. Lessee agrees that before performing any Fueling function on the Airport, Lessee will maintain and submit to the Lessor a copy of the operator's Spill Prevention, Control, and Countermeasures Plan (SPCC) prepared under 40 CFR 112.

ARTICLE XVII
SPECIAL PROVISIONS

- A. Lessee agrees to permit aeronautical uses of its facilities such as parachuting or ultra-light operations, providing plans from the users are provided to the Lessee and Lessor and are approved by the Lessee and Lessor as safe to be conducted on the Lessee's Premises and on Airport property. Lessee may charge usual and customary fees.
- B. Lessee and Lessor understand and agree that the use of the Premises is a temporary and interim use of land that is already designated and reserved for transportation purposes, therefore, no long term land rights are created by this Lease. Lessee understands and agrees that Airport land is needed for a number of aeronautical purposes, including protecting imaginary surfaces around aircraft operations areas, future expansion of the facility or expansion of aeronautical uses on the Airport, and that these needs may not eventuate for many years. Therefore, just because the Airport does not appear to be actively using the Premises currently or does not actively use the Premises for many years, even decades, does not mean the Premises will not be needed at some future time for Airport or aeronautical purposes and is therefore reserved for that ultimate purpose.
- C. Because the Premises are being used in a temporary and interim capacity on land already designated and reserved for transportation purposes, the Lessee and Lessor understand and agree that Section 4(f) of the Department of Transportation Act of 1966 (also known as 49 USC Section 303(c)) will not apply to this interim use.
- D. Because the Premises are being used in a temporary and interim capacity on land already designated and reserved for transportation purposes, the Lessee and Lessor understand and agree that should the land be needed back by the Airport for either

Airport purposes or for aeronautical purposes, this Lease will be subject to cancellation with one years notice.

- E. Per Lessee letter attached to this Lease as Exhibit C, Lessee hereby commits to assisting in the promotion and public awareness of the Airport, particularly as it applies to the free use of land for the Lessee's facilities.

ARTICLE XVIII
DEFINITIONS

For the purposes of this Lease the following terms are defined as follows:

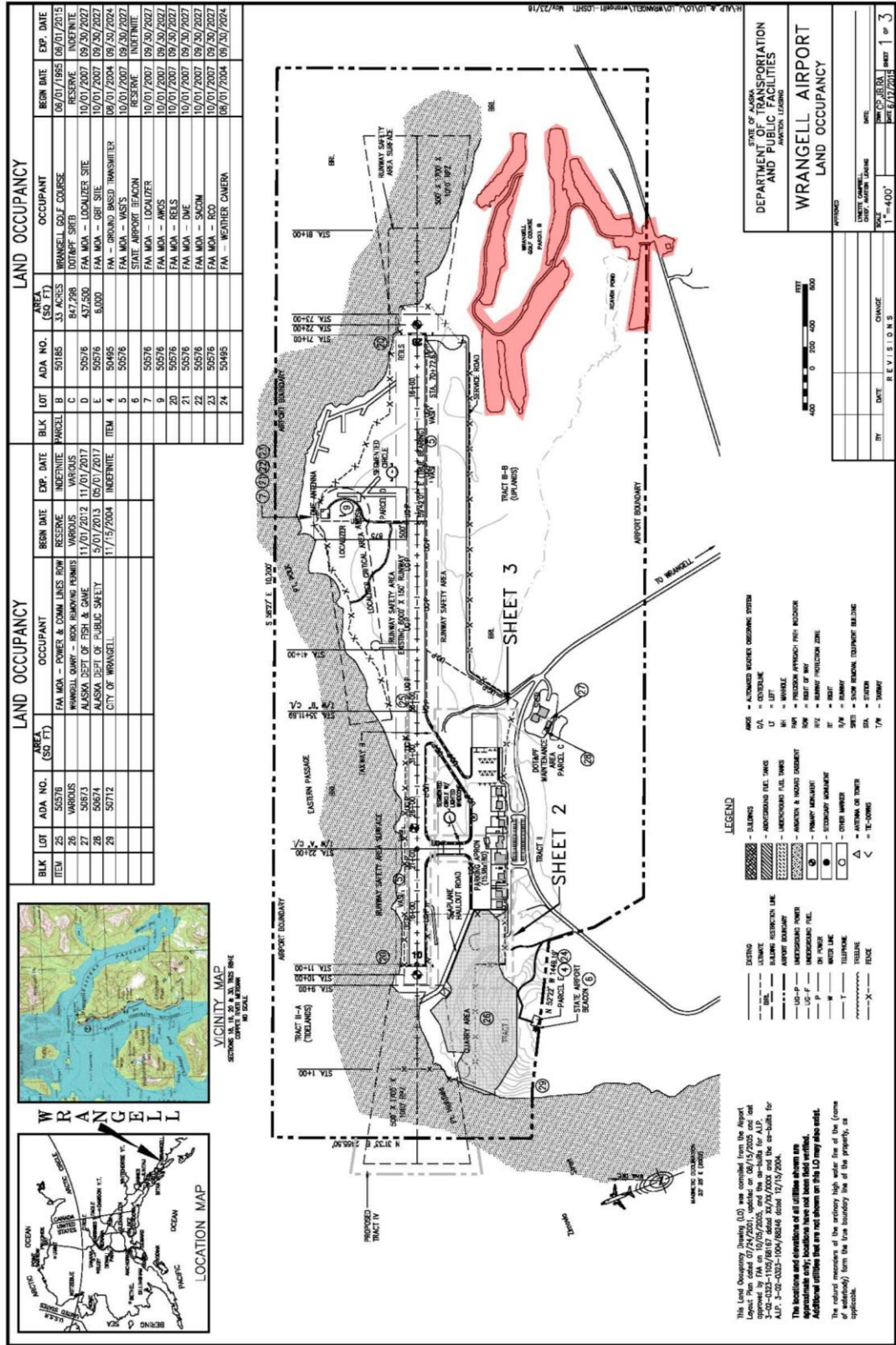
1. Certified Activity Report (CAR) -- a report of gross sales, Fuel deliveries, passenger and cargo volumes, number of landings, certificated maximum gross takeoff weight, or other information that a lessee, permittee, concessionaire, aircraft operator, or other Airport user must submit to the Lessor and certify as true and correct.
2. Contamination -- the unpermitted presence of any released Hazardous Substance.
3. Environmental Assessment -- means an assessment of property, prepared in a manner consistent with generally accepted professional practices, that is supported by reports and tests that determine the environmental condition of property and the presence, type, concentration, and extent of any Hazardous Substance in, on, and under the surface of the property.
4. Environmental Law --any federal, state, or local statute, regulation, ordinance, code, permit, order, decision, or judgment from a governmental entity relating to environmental matters, including littering and dumping, including 42 USC 7401-7671q (Clean Air Act); 33 USC 1251-1387 (Federal Water Pollution Control Act); 42 USC 6901-6992k (Resource Conservation and Recovery Act); 42 USC 9601-9657 (Comprehensive Environmental Response, Compensation, and Liability Act); 49 USC 5101-5127 (Hazardous Materials Transportation Act); 15 USC 2601-2692 (Toxic Substances Control Act); AS 46 (Alaska Water, Air, Energy, and Environmental Conservation Acts); and the provisions of 18 AAC (Environmental Conservation), implementing AS 46.
5. Environmental Liability Baseline -- a document based on an Environmental Assessment that identifies Contamination in, on, or under the surface of the Premises that was neither caused nor Materially Contributed To by the Lessee, nor assumed by the Lessee by reason of assignment. If an Environmental Assessment determines the presence of Contamination in, on, or under the surface of the Premises that was Materially Contributed To by the Lessee, the Environmental Liability Baseline will include only that portion of the Contamination not caused or Materially Contributed To by the Lessee or the Lessee's operations, nor assumed by the Lessee by reason of assignment.
6. Fuel -- any motor fuel or liquid heating fuel including gasoline, aviation gasoline, jet fuel, diesel fuel, kerosene, propane, and liquid natural gas.

- 7. Fueling -- delivering or dispensing Fuel, defueling and refueling, or any other transfer of Fuel on Airport property.
- 8. Hazardous Substance -- a substance that is defined under an Environmental Law as hazardous waste, Hazardous Substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.
- 9. Lessor – The State of Alaska, Department of Transportation and Public Facilities’ employee or other person designated by the commissioner or a regional director to act for the department, including an Airport manager.
- 10. Materially Contributed To -- to play a substantial role in causing or increasing the release or migration of a Hazardous Substance in a reportable quantity as defined under an applicable Environmental Law.
- 11. Permanent Improvement -- a fixed addition or change to land that is not temporary or portable, including a building, building addition, a well associated with a building, and a Fuel tank of not less than 1,000 gallons capacity and affixed to a permanent foundation, but not site development work, Site Development Materials and items of ordinary maintenance, such as glass replacement, painting, roof repairs, door repairs, plumbing repairs, floor covering replacement, or pavement patching.
- 12. Self-fueling -- the dispensing of Fuel to an aircraft or vehicle for use by the aircraft or vehicle using fueling apparatus owned or leased by the owner or operator of the aircraft or vehicle.
- 13. Site Development Materials -- materials used for site development, including geotextile, fill, gravel, paving, and pavement reinforcement materials.
- 14. Temporary Improvement -- the installation, placement and/or construction of a building or structure that is temporary and relocatable, as determined by the Lessor.

ARTICLE XIX
EXHIBITS

- Exhibit A Leased Premises (2 pages)
- Exhibit B Certified Activity Report – Concession Fees (Food, Goods & Alcohol)
- Exhibit C Letter of August 20, 2023 from Wrangell Golf Club Inc to DOT&PF

EXHIBIT A:



Wrangell Airport
City & Borough of Wrangell

Initials _____
Successive Lease ADA-50976

EXHIBIT B:

Department of Transportation and Public Facilities
STATEWIDE AVIATION LEASING

CENTRAL REGION

PO Box 196900
Anchorage AK 99519-6900

NORTHERN REGION

2301 Peger Rd
Fairbanks AK 99709-5316

SOUTHWEST REGION

PO Box 112505
Juneau AK 99811-2505

AAC 17.45.127(i) CERTIFIED ACTIVITY REPORT - CONCESSION FEES

LEASE: ADA#:
 BUSINESS: AIRPORT:
 PERIOD: Year Starting: Ending:

GROSS SALES

	Total Sales	% of Gross Sales	
(a) Food and Non-Alcoholic Beverages:	(a) \$ <input type="text"/>	(g) <input type="text"/>	(a) ÷ (d)
(b) Goods and Merchandise:	(b) \$ <input type="text"/>	(h) <input type="text"/>	(b) ÷ (d)
(c) Lodging (including living quarters and rental units):	(c) \$ <input type="text"/>	(i) <input type="text"/>	(c) ÷ (d)
(d) TOTAL GROSS SALES: (a) + (b) + (c)	(d) \$ <input type="text"/>		
(e) Less AAC 17.45.127(i) annual allowance (or \$4,167 per month for partial years)	(e) \$ <input type="text"/>	50,000.00	
(f) TOTAL GROSS SALES AFTER ANNUAL ALLOWANCE: (d) - (e)	(f) \$ <input type="text"/>		

(If (f) = zero or less, then Total Concession Fees Due for Food, Goods & Lodging = zero)

CONCESSION FEES ON GROSS SALES AFTER ANNUAL ALLOWANCE

(j) Food and Non-Alcoholic Beverages:	6%	(j) \$ <input type="text"/>	(f) x (g)	x 0.06
(k) Goods and Merchandise:	8%	(k) \$ <input type="text"/>	(f) x (h)	x 0.08
(l) Lodging (incl living quarters and rental units):	5%	(l) \$ <input type="text"/>	(f) x (i)	x 0.05
(m) TOTAL CONCESSION FEES OWED FOR GROSS SALES: (j) + (k) + (l)		(m) \$ <input type="text"/>		

CONCESSION FEES ON ALCOHOLIC BEVERAGES

(n) Gross Sales of Alcoholic Beverages:	(n) \$ <input type="text"/>	12%
(o) CONCESSION FEES OWED FOR ALCOHOLIC BEVERAGES: (n) x 0.12	(o) \$ <input type="text"/>	

TOTAL CONCESSION FEES DUE: (m) + (o) \$

I hereby certify that I have remitted the Concession Fees accurately.

Name:
 Signature: Date:

Wrangell Airport
City & Borough of Wrangell

Initials _____
Successive Lease ADA-50976

Wrangell Golf Club, Inc
DBA: Muskeg Meadows Golf Course

EXHIBIT C:

PO Box 2199
Wrangell, AK 99929
muskegmeadows@gmail.com | 907.305.1159 | www.muskegmeadows.com

August 2, 2023

Ryan Anderson, P.E.
Alaska Department of Transportation & Public Facilities
PO Box 112500
Juneau, AK 99811-2500

Dear Commissioner Anderson,

I am writing on behalf of the Wrangell Golf Club, Inc. Board of Directors, which operates Muskeg Meadows Golf Course. Our 501c3 non-profit organization had held the Wrangell Airport Lease no. ADA-50185 since 1995. The lease was recently transferred to the City of Wrangell, although Wrangell Golf Club, Inc will continue to operate the golf course. Together with the City of Wrangell, we are requesting a rent waiver based on the continued improvement to the land and the benefit to the Community of Wrangell.

Muskeg Meadows Golf Course is used by locals, cruise ship passengers, independent travelers as part of their visit to Alaska, and even travelers coming to Wrangell specifically to use our golf course. In addition to golf and disc golf, our cart path is well maintained and used by walkers, joggers, the Wrangell High School cross country team, birders, berry pickers, and cross country skiers, year round. We have 22 different businesses and organizations that sponsor tournaments throughout the summer. The golf course gets more use than most outdoor recreation places in Wrangell. Without the improvements we have made on the land to fill the muskeg with wood chips, add rock for the driving range/clubhouse/storage pad and cart path, and continually clear the brush, mow the grass, add rock where needed, and maintain the facility, it would not be accessible for recreational use for the general public in the way it is now. It is clear that this use of the land provides the most benefit to the community of Wrangell. The community is aware of this and thankful that our facility exists. If the DOT is willing to wave the rent fee, we will be diligent about making community members and travelers aware of this contribution.

These are some ways we can make sure the public knows that they have the State of Alaska, Department of Transportation & Public Facilities to thank for the use of the land:

- We will do an initial publicity push including a story in the Wrangell Sentinel and Facebook posts.
- We will include information on our website and the golf course section of the City of Wrangell’s website travelwrangell.com.
- We will hang posters/banners at the driving range, clubhouse, and cart path entrance.

Wrangell Airport
City & Borough of Wrangell

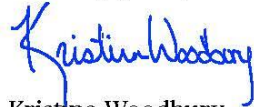
Initials _____
Successive Lease ADA-50976

EXHIBIT C (cont.):

- We will mention the State of Alaska, Department of Transportation & Public Facilities contribution of Airport Land use at public speaking events, including our annual fundraising dinner and during interviews with KSTK, our local radio station.
- We will include a statement such as “Airport Land use courtesy of the State of Alaska, Department of Transportation & Public Facilities,” on the footer of our official sponsorship request letters.

Wrangell Golf Club is fortunate to have the support of our Community. Countless volunteer hours go into keeping Muskeg Meadows operating. Our fan base will be ecstatic to find out that the State of Alaska, Department of Transportation & Public Facilities is responsible for free use of the land our facility is built on. We will work diligently to share this information with all of our our facility users and supporters in the future.

Sincerely yours,



Kristina Woodbury
President, Wrangell Golf Club, Inc

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year stated in the acknowledgments below.

AUTHORIZED SIGNATORY
LESSEE CITY & BOROUGH OF WRANGELL

STATE OF _____)ss.
_____ Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, or an agent duly authorized by law as such, personally appeared _____, known to me to be an officer of the above mentioned agency and who acknowledged before me that he or she executed the foregoing instrument freely and voluntarily for and on behalf of the agency, with full knowledge of its contents, and with full authorization by the agency to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public in and for the State of _____
My Commission Expires: _____

STATE OF ALASKA
DEPARTMENT TRANSPORTATION
AND PUBLIC FACILITIES

STATE OF ALASKA)ss.
First Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Alaska, or an agent duly authorized by law as such, personally appeared Sharyn Augustine, known to me to be the Chief, Southcoast Region, Statewide Aviation Leasing, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that she is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year first written above.

Notary Public in and for Alaska
My Commission Expires: _____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12 th , 2023
	<u>Agenda Section</u>	13

RESOLUTION No. 12-23-1832 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE WRANGELL AIRPORT SUBLEASE TO THE WRANGELL GOLF CLUB INC.

SUBMITTED BY:

Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. RES 12-23-1832. 2. Wrangell Airport Sublease Agreement

RECOMMENDATION MOTION:
Move to Approve Resolution No. 12-23-1832.

SUMMARY STATEMENT: The State of Alaska operates the Wrangell Airport. Within the “airport land” there is a 33-acre portion that hosts Muskeg Meadows Golf Course, previously leased by the Wrangell Golf Club Inc (WGC). In 1995, the state entered into Lease Agreement ADA-50185 with WGC, allowing them to lease the property for constructing and maintaining a golf

course, various recreational activities, and community events. Instead of rent, WGC performed brush cutting work and other labor. After ADA-50185 expired, an appraisal indicated that annual rent payments would be economically infeasible for the club. To preserve Muskeg Meadows' importance the Borough has acquired its improvements and took over the lease. The Borough is subleasing to WGC for Muskeg Meadows' operation, collaborating with local departments to promote outdoor activities and tourism. There is no financial burden to the Borough by assuming the prime lease (ADA-50976) from the state. The terms of the sublease, June 1, 2023, to June 1, 2028, align with the prime lease. The lease has been reviewed and approved by the State DOT and the Borough Attorney.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-23-1832

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL AUTHORIZING THE WRANGELL AIRPORT SUBLEASE TO THE WRANGELL GOLF CLUB INC.

WHEREAS, Wrangell Golf Club, Inc., has made significant contributions to our community’s recreation opportunities and local economy over an extended period of time; and

WHEREAS, Wrangell Golf Club, Inc. has consistently and responsibly managed Muskeg Meadows Golf Course, providing a variety of recreation activities accessible to the public; and

WHEREAS, collaborative efforts with Wrangell Golf Club hold the potential to supplement the community’s economy and expand recreational activities and event offerings; and

WHEREAS, the proposed sublease with Wrangell Golf Club, Inc. is designed to ensure continued public access to Muskeg Meadows, preserving it as a valuable resource for the community; and

WHEREAS, the sublease reflects the Borough’s vision of improving overall quality of life and economic prosperity through responsible utilization of public assets.

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

The Borough Assembly authorizes a lease for the Wrangell Golf Club, Inc.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 12th Day of December, 2023.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Mayor

ATTEST: _____
Kim Lane, Clerk

WRANGELL AIRPORT

SUBLEASE AGREEMENT

The City and Borough of Wrangell, whose address is P.O. Box 531, Wrangell, Alaska 99929 (“Lessee” or the “Borough”), which is the lessee for the Successive Land Lease ADA-50976 dated June 1, 2023 with the State of Alaska, Department of Transportation and Public Facilities (“Lessor” or the “State”), whose physical address is 6858 Glacier Highway, Juneau, Alaska, 99801 and whose mailing address is PO Box 112505, Juneau, Alaska 99811-2505, hereby enters into this Sublease Agreement (“Sublease”) with Wrangell Golf Club, Inc., a 501(c)(3) non-profit corporation, whose address is P.O. Box 2199, Wrangell, Alaska 99929 (“Sublessee” or “WGC”), including exhibit(s) and signature page(s), and agree as follows:

RECITALS

WHEREAS, the State owns the 33-acre portion of the Wrangell Airport, known as Parcel B, and more particularly described herein and shown on Exhibit A attached to and by this reference incorporated into this Sublease (the “Property”);

WHEREAS, on May 15, 1995 the State entered into Lease Agreement ADA-50185 with WGC in which WGC leased the Property for the purpose of construction and maintenance of a golf course for the purpose of golf, cross-country skiing, hiking, nature viewing, and intramural golf for the public schools;

WHEREAS, since 1995 WGC has operated Muskeg Meadows Golf Course (“Muskeg Meadows”), which has been used by the public for the purposes stated above as well as other outdoor recreation opportunities and as a gathering place for community events;

WHEREAS, in lieu of paying rent for the Property, Lease ADA-50185 allowed WGC to perform brush-cutting work around the Airport security fence in areas of the Wrangell Airport designated by the Wrangell Airport Manager;

WHEREAS, Lease ADA-50185 expired and the State required WGC to obtain an appraisal of the Property to establish the fair market value of the annual rent payments, and WGC determined that annual rent payments would make the continued operation of Muskeg Meadows economically infeasible;

WHEREAS, in light of the importance of Muskeg Meadows to the Borough and the Southeast Alaska region, the Borough took ownership of Muskeg Meadows’ improvements and had the Lease assigned. The Borough has agreed to lease the Property from the State and will sublease the Property to WGC for the operation of Muskeg Meadows and to partner with the Wrangell Parks and Recreation Department and Wrangell Economic Development Department to promote outdoor activities and tourism;

WHEREAS, on December 12, 2023, the Borough entered into Successive Land Lease ADA-50976 with the State wherein the State agreed to Lease the Property to the Borough for five (5) years.

NOW, THEREFORE in consideration of the matters recited above, and the mutual covenants herein, Lessee and Sublessee (the “Parties”) agree as follows:

1. The Property

The Property is comprised of the following premises located at Parcel B (01-008-200), at the Wrangell Airport:

SUBLEASED PREMISES: 33 acres of Wrangell Airport Land, Parcel B, developed for recreation purposes as shown in Exhibit A attached hereto.

2. Term of Sublease

The term of this Sublease is five (5) years, commencing June 1, 2023, and expiring June 1, 2028 (the “Sublease Term”).

3. Rent

The monthly rent during the term of this Sublease shall be one dollar (\$1.00), payable by WGC to the Borough Finance Director or their representative on the first day of each month.

4. Annual Concession Fees

WGC will be responsible for paying the State the annual concession fees required by Successive Land Lease ADA-50976, including:

- a. 6% of WGC’s gross sales of food and non-alcoholic beverages exceeding \$50,000 in a calendar year, or in excess of a proportional amount for any partial calendar year at the beginning or end of the concession;
- b. 8% of WGC’s gross sales of goods and merchandise exceeding \$50,000 a calendar year, or in excess of a proportional amount for any partial calendar year at the beginning or end of the concession; and
- c. 12% of WGC’s gross sales of all alcoholic beverages.

Concession fee payments are due in arrears on January 31 of each calendar year of the term of this Sublease for the previous calendar year or 31 days following the suspension, termination, or expiration of this Sublease. Each payment must be accompanied by an annual Certified Activity Report (CAR) stating WGC’s gross sales for the previous year. The reports must separately state WGC’s gross sales derived from food and non-alcoholic beverages, goods and merchandise, and

alcoholic beverages on the Property. WGC agrees that it is subject to, and must comply with, all provisions of Successive Land Lease ADA-50976 related to concession fee payments and CARs, and that those provisions are incorporated herein as conditions of this Sublease.

5. Use of the Property

WGC will use the Property for the operation of a golf course and related uses including, but not limited to, a pro shop with merchandise sales and concessions for food, beverages, and alcohol, a shop with containers for maintenance, tools, and equipment storage, containers and covered area for golf cart storage, caretakers' quarters, a disc golf course, a driving range, and a covered area for community and private events, recreation and trail use. WGC will also partner with the Wrangell Parks and Recreation Department and Wrangell Economic Development Department to promote outdoor activities and tourism on the Property. WGC shall use the Property only for the purposes set forth above.

6. Sublessee Subject to Terms of Lease

This Sublease is subject to all rules, regulations, requirements, restrictions and conditions of Successive Land Lease ADA-50976 and any changes, supplements or amendments made to the Successive Land Lease thereafter. Sublessee agrees to abide by all provisions and covenants of the Successive Land Lease as if it were the lessee. If there is a conflict between the Successive Land Lease and this Sublease, or its underlying documents, the terms of the Successive Land Lease shall govern.

7. Subletting and Assignment

WGC will not assign or encumber this Sublease, in whole or in part, or sublet all or any part of the Property. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operations of law.

8. Holding Over

WGC's continuing in possession of the Property after the expiration or earlier termination of the Sublease Term will not renew or extend this Sublease. In the absence of any agreement renewing or extending this Lease, WGC's continued possession of the Property after the end of the Sublease Term will result in a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rent equal to the monthly rent in effect at the end of the Sublease Term, subject to all other terms of this Sublease.

9. Modifications to Property

WGC may not construct improvements upon, grade, or fill any portion of the Property without prior written approval from the State and the Borough.

10. Force Majeure

The Parties shall not be deemed in default with respect to the performance of any of the

terms, conditions and covenants of this Sublease if the same shall be due to any act of God, any strike, lockout, earthquake, civil commotions or disturbances, invasion, rebellion, hostilities, military or usurped power, or sabotage.

11. Termination Due to Government Action

Should any governmental body, agency, or official, other than the Borough, prohibit or otherwise prevent WGC from using the Property for the purposes authorized herein, or should such uses become impossible or unlawful without the fault of WGC, WGC or the Borough shall have the option to terminate this Sublease on thirty (30) days written notice to the other party. Upon such termination, this Sublease shall be at an end, and neither party shall have any liability for such termination.

12. Ownership and Disposition of Improvements

In Successive Land Lease ADA-50976, there are provisions regarding the ownership and disposition of the personal property and improvements on the Property. These provisions apply to any such improvements or personal property constructed or placed on the Property by WGC both prior to and during the Sublease Term.

13. Maintenance and Utilities,

- a. WGC will keep the Property and all improvements on the Property neat and presentable. All structures on the Property must be painted, finished, or covered with a permanent exterior surface and be maintained in good condition by WGC. At no cost to the Borough, WGC will provide for all maintenance and services at the Property necessary to facilitate WGC's use of the Property. WGC agrees to comply with all reasonable decisions and directions of airport management personnel regarding maintenance and general use of the Property by WGC.
- b. At no cost to the Borough, WGC will provide for and maintain all utilities at the Property necessary to facilitate WGC's use of the Property.
- c. At no cost to the Borough, WGC will be responsible for plowing, removing, and disposing of snow from the Property, as necessary for the WSG's use of the Premises. WGC agrees to coordinate its snow removal activities on the Property with Airport personnel as directed. WGC agrees not to allow an accumulation of snow on the Property that would cause interference with adjoining leaseholders or airport users, damage airport fencing, or otherwise not comply with airport security or safety operations.
- d. WGC shall keep any garbage, trash, rubbish, or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish, or other refuse on the Property to be collected and transported to a solid waste facility or transfer station at least once per week.

14. Liens

WGC may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, WGC shall cause the same to be removed; provided that WGC may in good faith and at its own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if WGC has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). WGC shall indemnify and save the Borough harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by the Borough in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

15. Insurance

WGC shall provide the following types of insurance, listed at subsections 1-3 of this section, the minimum limits of which shall not be less than those stated below. The State and Borough shall be named as additional insured on all insurance policies except workers' compensation policies. WGC shall provide Borough with a Certificate of Insurance naming "The State of Alaska" and "The City and Borough of Wrangell, Alaska" as additional insureds and providing that the Borough be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage.

- a. Workers' compensation and employer's liability coverage as required by Alaska law.
- b. Comprehensive general liability in amounts no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned automobiles in an amount no less than \$1,000,000.

16. Environmental Protection and Safety.

- a. Hazardous Substances. The words "Hazardous Substances" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

- b. Environmental Laws. The words “Environmental Laws” mean all federal, state and local statutes, regulations, ordinances, and requirements, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup, including without limitation (i) the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.); (ii) the Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.); (iii) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.); (iv) the Hazardous Materials Transportation act, 49 U.S.C. Section 5101, et seq.; (v) Alaska Environmental Conservation Act, Alaska Stat. §46.03.010 et seq.; (vi) Alaska Water Pollution Control and Waste Disposal Act, Alaska Stat. §46.03.050 et seq.; (vii) Alaska Oil and Hazardous Substance Pollution Control Act, Alaska Stat. §46.04.010 et seq.; (viii) Alaska Hazardous Substance Release Control Act, Alaska Stat. §46.09.010 et seq.; and (ix) Prohibited Acts and Penalties, Alaska Stat. §46.03.710 et seq., all as now or hereafter amended.
- c. If Hazardous Substances are stored, dispensed, or handled on the Property, WGC agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling Hazardous Substances in accordance with all applicable federal, state, and local laws.
- d. WGC shall immediately notify the Borough upon becoming aware of any of the following: (i) any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such a spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (ii) any material contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property; (iii) any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property; and (iv) any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- e. The Borough reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and WGC shall cooperate fully with the Borough in such inspection and investigations. If the Borough at any time has reasonable cause to believe that WGC or any occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Sublease or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, the Borough may require WGC to furnish at WGC’s expense an environmental audit or a site assessment with respect to the matters of concern to the Borough. Such audit or assessment shall be performed by a qualified consultant approved by the Borough.
- f. In the event of any spill, release, or disposal of Hazardous Substances on the

Property, WGC shall be responsible for removing any Hazardous Substances from the Property and shall, at its sole expense, clean up the Property to the standard required by law or regulation, environmental or otherwise, and to the reasonable satisfaction of the Borough; provided that the Borough's approval of a Property cleanup plan shall first be obtained.

- g. If Hazardous Substances introduced to the Property by WGC cause or result in residual contamination of the Property WGC shall be responsible for any such residual damage to the Property resulting therefrom.
- h. WGC shall, at its sole cost and expense, dispose of all refuse resulting from its use of the Property, including garbage and food of any kind, by disposing all such materials not consumed on Property off-site or in a permitted landfill.

17. Events of Default

Each of the following shall constitute an event of default under this Sublease:

- a. The failure of WGC to pay monthly rent under this Lease within ten (10) days after the date such payment is due.
- b. The failure of WGC to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from the Borough to WGC, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as WGC shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.
- c. The use of the Property or buildings and improvements thereon for purposes other than those permitted herein.

18. Remedies in the Event of Default

Upon the occurrence of an event of default, the Borough has all of the following remedies, all in addition to any other remedies that Borough may have at law or in equity:

- a. The Borough may terminate this Sublease by 30 days' written notice to WGC, upon which termination WGC shall immediately surrender possession of the Property, vacate the Property, and deliver possession of the Property to the Borough. WGC hereby makes a present grant to the Borough of a full, free and irrevocable license to enter into and upon the Property, in the event the Borough terminates this Sublease in accordance with this subsection (a), and to repossess the Property, to expel or remove WGC and any others who may be occupying or within the Property, and to remove any and all personal property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without

relinquishing any right given to the Borough hereunder or by operation of law.

- b. The Borough may recover from WGC, with or without terminating this Sublease, actual attorney's fees and other expenses incurred by the Borough by reason of WGC's default.

19. Defense and Indemnification

- a. To the fullest extent permitted by law, WGC shall indemnify, defend, and hold harmless the Borough, its elected and appointed officials, employees, and volunteers, from and against any suit, action, claim, damages, or liability of any kind and of any nature, including death, arising out of any act, error or omission or any claim of, or liability for, negligent acts, errors, and omissions of WGC under this Sublease. Pursuant to this section, WGC is not required to indemnify, defend, or hold harmless the Borough for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Borough. If there is a claim of, or liability for, a joint negligent act, error, or omission of WGC and the Borough, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "WGC" and "Borough" include the employees, agents, volunteers, and subcontractors who are directly responsible, respectively, to each.
- b. WGC guarantees that it will indemnify and defend the State at the same level of indemnity that WGC would provide to the State if it were a direct lessee under the Successive Land Lease.

20. Waiver

The failure of either Party to insist upon the strict performance of any provision of this Sublease, or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver by said Party of any such provision, breach or subsequent breach of the same, or any other provision. All rights and remedies of the Parties hereunder, or otherwise available at law or in equity, are cumulative.

21. Compliance with Laws

WGC's use of the Property and any improvement thereon shall comply with all governmental statutes, ordinances, rules, and regulations.

22. Modification

This Sublease may only be modified or amended by a document in writing, executed by the Borough and WGC, and consented to by the State.

23. Time of Essence

Time is of the essence for each provision of this Sublease.

24. Computation of Time

The time in which any act provided by this Sublease is to be done is computed by excluding the first and including the last, unless the last day is a Saturday, Sunday, or a holiday, and then it is also excluded. The term “holiday” means all holidays as defined by Alaska statutes.

25. Interpretation

Both WGC and the Borough have been afforded the opportunity to consult with their counsel of choice before entering into this Sublease. The language in this Sublease shall in all cases be construed according to its fair and plain meaning and not for or against either party as the drafter thereof. The captions or headings in this Sublease are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Sublease.

26. Attorney’s Fees

- a. If the Borough is involuntarily made a party to any litigation concerning this Sublease or the Property by reason of any act or omission of WGC, or if the Borough is made a party to any litigation brought by or against WGC without any fault of the Borough, then WGC shall pay the amounts reasonably incurred and expended by the Borough in such litigation, including the reasonable fees of Borough agents and attorneys and all expenses incurred in defense of such litigation.
- b. In the event of litigation between the Borough and WGC concerning enforcement of any right or obligation under this Sublease, the non-prevailing party shall reimburse the prevailing party for attorney’s fees pursuant to Alaska Rule of Civil Procedure 82.

27. Addresses for Notices

All notices, demands, and requests from WGC to the Borough shall be given to the Borough at the following address:

Interim Borough Manager/Finance Director
 City and Borough of Wrangell
 P.O. Box 531
 Wrangell, Alaska 99929
MFVillaram@wrangell.com
 Phone: (907) 874-2381

All notices, demands, and requests from the Borough to WGC shall be given to WGC at the following address:

Wrangell Golf Club, Inc.

P.O. Box 2199
 Wrangell, Alaska 99929
muskegmeadows@gmail.com
 Phone: (907) 874-4653

All notices, demands, and requests from either Party to the State shall be given to the State at the following address:

State of Alaska
 Department of Transportation & Public Facilities
 P.O. Box 112505
 Juneau, Alaska 99811-2505
sharyn.augustine@alaska.gov
 Phone: (907) 465-6893

28. Governing Law and Venue

This Sublease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska and the City and Borough of Wrangell. Any action or suit arising between the Parties in relation to or in connection with this Sublease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the First Judicial District at Wrangell.

29. Severability/Binding Effect

If any provision of this Sublease, or any application thereof, shall be invalid or unenforceable, the remainder of this Sublease and any other applications of such provision shall not be affected thereby. This Sublease shall be binding upon and inure to the benefit of the Parties' heirs, executors, other legal representatives, successors and assigns. The Parties represent and warrant that they have complete and unconditional authority to enter into this Sublease, that this Sublease has been duly authorized by each party's governing body, that this Sublease is a binding and enforceable agreement, and that the person executing the Sublease on behalf of the party is duly and properly authorized to do so.

30. Execution in Counterparts

This Sublease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

31. Entirety of Sublease

This Sublease constitutes the entire and integrated agreement between the Borough and WGC concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of the Borough shall bind the Borough or be enforceable by WGC unless specifically set forth in this Sublease.

32. Effective Date

The Effective Date of this Sublease is the date that it is executed by the Parties following approval of the Sublease by the Borough Assembly and a signed written consent from the State.

IN WITNESS WHEREOF, the Parties have executed this Sublease.

WRANGELL GOLF CLUB, INC.

By: _____
Kristina Woodbury

Its: President_____

CITY AND BOROUGH OF WRANGELL ALASKA

By: _____
Mason Villarma

Its: Interim Borough Manager/Finance Director_____

ACKNOWLEDGEMENTS

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared **Kristina Woodbury**, President of WRANGELL GOLF CLUB, INC., to me known and known to me to be the identical individual described herein and who executed the within and foregoing **SUBLEASE AGREEMENT** as President of Wrangell Golf Club, Inc., and she acknowledged to me that she signed the same in the name of and for and on behalf of said corporation, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public for Alaska
My commission expires:_____

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared **JEFF GOOD**, Manager of THE CITY AND BOROUGH OF WRANGELL ALASKA, to me known and known to me to be the identical individuals described herein and who executed the within and foregoing **SUBLEASE AGREEMENT** as Manager of the City and Borough of Wrangell, Alaska, and he acknowledged to me that he signed the same in the name of and for and on behalf of said City and Borough, freely and voluntarily and authorized to do so for the corporation for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public for Alaska
My commission expires:_____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12 th , 2023
	<u>Agenda Section</u>	13

Approval of the calendar year 2024 Travel Wrangell Marketing Plan

SUBMITTED BY:

Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 24: \$	FY 25: \$	FY26: \$
Amount Budgeted:		
	FY24 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Convention & Visitors Bureau
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Travel Wrangell Marketing Plan

RECOMMENDATION MOTION:
Move to Approve the calendar year 2024 Travel Wrangell Marketing Plan.

SUMMARY STATEMENT: The development process for the Travel (tourism) Wrangell Marketing Plan began in May 2023. The process entailed comprehensive research, identification of our target audience, setting clear goals, formulating effective strategies, tactical execution planning and establishing evaluation measures.

The plan highlights Wrangell's distinctive attractions, an analysis of current market trends, and the creation of a compelling message aimed at drawing in visitors. Furthermore, the plan is designed to align with our previous successes while capitalizing on new digital initiatives and emerging markets. All of this is done while carefully considering the department's budget and leveraging various marketing channels to ensure effective promotion of tourism.

It is important to note that this plan spans the entire calendar year of 2024, with a scheduled review each fall, renewing the plan for the subsequent calendar year. Ongoing adjustments are vital to ensure the plan remains relevant and attains the desired results in terms of industry and economic growth. The data derived from annual reviews will be pivotal in gauging the plan's success.

This plan was developed under the review of the Wrangell Convention and Visitors Bureau (WCVB). Thanks to the WCVB and staff member, Matt Henson for their work on this project.

TRAVEL OUTSIDE THE LINES

WRANGELL

TRAVEL WRANGELL MARKETING PLAN
FOR 2024

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THE MISSION

Travel Wrangell's mission is to promote the community as an authentic-Alaska town with a variety of recreation opportunities for independent travelers that offers unique experiences unable to be obtained anywhere else in the world.

THE VISION

Travel Wrangell's vision is to be recognized as the premiere destination for exclusive outdoor recreation and leisure travel, in southeast Alaska.

THE VALUE

The value of the destination is conveyed through high quality, attractive marketing campaigns that convince potential visitors that they can live like a local and experience real Alaska while staying in Wrangell.

EXECUTIVE SUMMARY

The Wrangell Convention and Visitors Bureau provides for the Borough's destination marketing organization (DMO). Travel Wrangell represents the DMO as the front facing brand and image of the destination.

Wrangell is at an exciting point in its growth. The current marketing plan builds upon past successes but lends itself to a more cohesive presence in the marketplace through the evolution of a destination brand-aligned creative concept and associated projects. This plan establishes the creative vision that captures the uniqueness of Wrangell as a destination and evolving marketing tactics that influence target markets, spanning regional travel, business activity and middle-aged independent travelers.

The purpose of this document is to layout the mission and comprehensive plan to market Wrangell as a destination within the visitor and business industries. This plan is to be reviewed year to year for updates and inclusions as the industry's marketing tactics are evolving rapidly in present times. In campaigns and initiatives, Travel Wrangell plans to drive independent visitor numbers, economic growth and diversity while building Wrangell's reputation as a must-see destination.

It is necessary to invest in strategic planning, asset development and technical management systems including but not limited to tourism management plans, acquisition of video and images, customer relationship management, content management systems, and search engine optimization. These assets and tools will allow staff to engage in both online and traditional marketing efforts including joint venture, social media and print advertising.

Successful outcomes of the industry and services and plans will be achieved by adhering to and improving strategic plans, prioritizing relationships with local partners and stakeholders, investing in local infrastructure to improve visitor services, and continuing to foster a positive relationship between the visitor industry and residents.

DESTINATION PROFILE



Nestled in Southeast Alaska, Wrangell stands out as a captivating destination for visitors. What sets it apart from other communities in the region, which often feature souvenir and jewelry shops, is its vibrant “working waterfront” district. Perched at the tip of Wrangell Island, where the Stikine Rover meets the seas, the community boasts a wealth of wildlife, culture, and history.

Wrangell offers unique opportunities for nature enthusiasts and wildlife aficionados. The crown jewel of its attractions is Anan Creek, renowned worldwide for its exceptional bear viewing experiences. Beyond that, Wrangell beckons with a myriad of enticing activities, including journeys into the Stikine-Leconte Wilderness, explorations of Chief Shakes Island, and visits to Petroglyph Beach State Historic Park- home to Southeast Alaska’s highest concentration of ancient rock engravings.

While Wrangell’s current focus in tourism centers on exclusive boutique tours, there’s an imminent need for expansion. The community must diversify its offerings, crafting new and exciting shore excursions to accommodate the growing number of visitors. Simultaneously, efforts should continue to cultivate the independent traveler segment, ensuring that Wrangell can harness its full potential in catering to a broader range of visitors, all while preserving its unique charm

TARGET AUDIENCE & MARKET

A target market refers to a well-defined group of potential customers that the business intends to engage with through customized marketing strategies and messaging. This strategic focus aims to effectively attract and engage this specific audience, ultimately driving business growth and success.

PRIMARY DEMOGRAPHIC

- AGE: 35 - 55
- HOUSEHOLD INCOME: \$75K+
- TRAVEL BEHAVIOR:
 - Outdoor recreation traveler
 - Look to social media for travel inspiration
 - Shares travel experiences on social media during and after trip
 - Interest in or lifestyle of digital nomad

SECONDARY DEMOGRAPHIC

- AGE: 55+
- HOUSEHOLD INCOME: \$100K+
- TRAVEL BEHAVIOR:
 - Books their own independent travel for themselves or their group
 - Looks for family or small group travel opportunities
 - Prefers well-known experience and guided tours.
 - Finds travel inspiration through traditional media on and offline.
 - Influenced by direct marketing from businesses.
 - Interest in birding and wildlife adventures as well as historical and cultural tours/interpretations

TARGETED DEMOGRAPHIC LOCALES

- West Coast Markets; Seattle DMA , Portland DMA, Vancouver DMA
- Designated Market Areas (DMAs); Chicago, New York, Dallas, Los Angeles Colorado, Montana
- International Markets; England, Australia, New Zealand. Australia, German speaking Europe

SWOT ANALYSIS

A SWOT ANALYSIS IS A MARKETING TOOL THAT EVALUATES AN ORGANIZATION'S INTERNAL STRENGTHS AND WEAKNESSES, ALONG WITH EXTERNAL OPPORTUNITIES AND THREATS. IT HELPS IN MAKING INFORMED STRATEGIC DECISIONS BY IDENTIFYING KEY FACTORS THAT IMPACT MARKETING SUCCESS.

Strengths

- Lower visitor numbers and a small local population allow for an exclusive travel experience.
- Wrangell represents authentic Alaska as a working-class town.
- Proximity to Juneau and Seattle makes traveling to and from relatively easy.
- Alaska native culture is vibrant and prevalent within the community.
- Visitors can travel to Wrangell from Seattle and visit major points of interest on the same day as arrival.
- Wrangell has an abundance of recreation attractions and landmarks ranging from bear viewing to glaciers to fishing and paddling as well as remote cabin and trail infrastructure within proximity to town.

Opportunities

- Partnerships with tribal entities to grow cultural tourism initiatives.
- Eco and adventure-based tourism; hiking, biking, kayaking and canoeing.
- Independent traveler growth.
- Business travel to include retreats, conventions, and conferences.
- Regional and domestic travel.
- Future development of the waterfront plan.
- Partnerships with other island communities proximate to Wrangell; Ketchikan, Petersburg, and Prince of Wales.
- Winter recreational activities.
- Development and expansion of shore and land-based excursions.
- Emphasis on marine services.
- Increase in yacht traffic and length of stay.

Weaknesses

- Aging marine and community infrastructure.
- Seasonality of the industry and a lack of winter recreation opportunities.
- Accessible by air and water only, as there are no roads leading to the community.
- Fewer amenities and luxuries than other larger communities in the region.
- Waterfront shared among industries including transportation and shipping, small businesses, and visitor services such as tour operators.
- The lack of in-market, affordable amenities such as lodging.
- Travel expenses to and from Wrangell limit affordability for new markets.
- Lack of land-based tours and activities.
- Limited access to prime attractions such as Anan Bear Observatory.
- Visitor perception that Wrangell is difficult to access.

Threats

- Rapid growth and/or decline of cruise tourism in southeast Alaska.
- Rising cost of goods and transportation services.
- Competition with other destinations that have higher rates of affordability.
- Anti-tourism sentiment throughout the region and locally.
- Workforce limitations and lack of affordable-seasonal housing.
- Instability of the Alaska Marine Highway System.
- Loss of commercial airline transportation.

GOALS, OBJECTIVES & KEY PERFORMANCE INDICATORS

THE GOALS

Our goals aim to attract and engage a diverse range of travelers by origin while strategically promoting the destination’s unique attractions, experiences, and culture. The purpose is to maximize economic benefits through sustainable growth for the local community and industry stakeholders.

- Fuel the visitor economy.
- Drive consistent year-round demand for the destination.
- Improve visitor experience in market.
- Foster brand awareness, trust and loyalty.
- Differentiate Wrangell from other Alaska destinations.

THE OBJECTIVES

Establishing a baseline for data is a crucial step in evaluating the success of the Tourism Marketing Plan. This baseline provides a foundation for understanding the current state of the industry in a specific destination. By identifying key performance indicators and benchmarks, staff can measure the effectiveness of their efforts, track progress and make more informed decisions to attract more visitors and enhance the overall tourism experience.

In the development of marketing tools and systems to help achieve the goals identified in this plan, staff must establish a baseline of data to evaluate growth under the following objectives:

- Maintain year-round occupancy levels
- Increase visitors volume to the destination
- Increase website traffic
- Increase marketing email subscribers
- Increase use of mobile applications
- Increase meetings/group event bookings at civic center

THE KEY PERFORMANCE INDICATORS

Tourism Key Performance Indicators

These are the bottom-line quantifiable metrics that Travel Wrangell will use to measure the overall success of its sales and marketing initiatives. In the calendar year 2024, the following metrics will be tracked.

- Visitation
- Tax collections
- Occupancy
- Email subscribers
- Website and mobile application traffic
- Social media engagement
- Earned media value
- Qualified leads generated

Integrated Marketing Communication Performance Metrics

These are the quantifiable metrics used to measure the effectiveness of individual marketing and advertising tactics. These metrics are determined based on the individual tactics that support the goals and strategies set forth by this plan.

The following tourism KPIs historically have been and will continue to be tracked year-over-year.

- Direct visitor expenditure
- Increase overall economic impact
- Increase annual hotel occupancy
- Increase average daily room rate
- Increase average length of stay
- Increase qualified social channel followers

TACTICS & STRATEGIES

Tactics are the concrete steps and activities taken to fulfill the defined marketing objectives, while strategies encompass the overarching plans and approaches that steer these tactics to achieve long-term goals effectively.

STRATEGIES

- Engage stakeholders in economic development initiatives.
- Leverage partnerships to maximize promotions, increase visitor appeal and attract event planners.
- Develop robust, relevant content that highlights the depth and breadth of the destination.
- Maintain brand consistency across all marketing communications.
- Increase local, regional and visitor knowledge of events and activities in Wrangell.
- Strengthen lead generation by maximizing use of digital platforms.
- Develop methods of data collection, metrics and reach within target markets.
- Engage with consumers throughout their entire customer journey (before, during, post-trip).
- Educate various target audiences and inspire year-round travel to Wrangell.
- Enhance sales and marketing efforts through the development of effective tools and resources.
- Create an environment for and leverage earned media.
- Integrate media campaigns across multiple platforms; in market messaging, print media, publications, and digital media.
- Maintain positive public relations to cultivate productive and inclusive management systems.
- Analyze success of media campaigns routinely to inform improvement plans.

TACTICS

Overarching Marketing Tactics

- Showcase branded publications and digital media to residents to create industry knowledge.
- Pursue recurring features in local and regional publications and media stations.
- Ensure all staff members are briefed on new and up-coming features, businesses, activities, and events within the community.
- Announce accomplishments and interesting stories through earned media.
- Maintain media list to create and distribute press releases.
- Develop and implement system to employ earned media.
- Develop methods to better utilize content management systems and customer relationships management modules.
- Integrate social and digital platforms for data reporting.
- Use geo-targeting and re-targeting to reach prospective visitors.
- Participate in professional conferences that foster learning and relationship building.
- Hold regular reviews of metrics and analytics.
- Capture and build media asset library of events, points-of-interest, service providers for publications and ads.
- Schedule regular communications with stakeholders and partners to stay updated on upcoming events and initiatives.
- Update tradeshow booth and visual presentation to align with brand branding.
- Distribute branded swag and materials to visitors and vendors to fortify a sentiment that lasts beyond their time of stay.

TACTICS (CONT.)

Independent Recreation & Leisure Travel

- Build experiential advertising opportunities by working with influencers and travel writers.
- Continue cooperative marketing opportunities with ATIA and other agencies to maintain a presence in competitive markets.
- Capitalize on third party contract services to minimize overhead.
- Redesign visitor guide to drive engagement with desired demographic and make publication more attractive.
- Link print media back to digital infrastructure to increase conversions.
- Design and install interpretative boards and signage that represents the brand in market.
- Use newsletters and e-blasts to drive people to the Travel Wrangell website.
- Establish links to local service providers to increase spending conversions.
- Utilize video to show viewers what it is like to experience Wrangell and highlight locals through human interest stories.
- Promote brand hashtags and utilize them intentionally to further brand consistency and to track relevant conversions.
- Use ads and posts centered around seasonality and events to raise awareness of niche opportunities in Wrangell.

Regional & Statewide Business Travel

- Develop system for lead generation, expanding beyond traditional exchanges such as word of mouth and business cards.
- Design a multiplatform campaign designed to sell Wrangell as a meeting place, utilizing paid media for target audiences.
- Develop promotional videos and informational one-pagers to attract more retreats and conventions.
- Develop digital facilities guide for conference and event planners.
- Create a marketing toolkit to offer meeting planners as they promote their event.
- Host familiarization trips with meeting and event planners to showcase the assets and hospitality services in Wrangell.
- Maintain brand's role in marketing Borough, acting as the catalyst and resource for planning meetings and events.
- Partner with other visitors' bureaus to increase leads and awareness of Wrangell as a critical stopping point for group travel.
- Design and create customizable branded email follow ups for meeting and event planners following initial contact.

TRAVEL OUTSIDE THE LINES
WRANGELL

MARKETING PLAN APPENDICES

TRAVEL WRANGELL MARKETING PLAN FOR 2024



APPENDIX A MEDIA & ADVERTISING OUTLETS

MEDIA AND ADVERTISING OUTLETS

PRINT ADVERTISING

Travel Alaska Vacation Planner (ATIA) _____	Run for following year, buy and materials due in July
Wrangell Travel Guide _____	Process starts in Feb, delivery in May
AARP Magazine (ATIA) _____	Run in Feb/Mar Issue, buy and materials due in November
National Geographic Magazine (ATIA) _____	Run in February Issue, buy and materials due in November
Alaskan Community Visitors' Guides _____	Varies
Cornell Bird _____	Run in Winter Issue, buy and materials due in September & October
Breath of the Bear _____	Run for following year, buy and materials due in November
Vacation Country Travel Guide _____	Same as above
Fly Alaska _____	Same as above
Meet Alaska Directory (ATIA) _____	Run for following year, buy and materials in September

Fish Alaska
 Alaska Magazine
 Outside Magazine (ATIA)
 Sunset Magazine (ATIA)
 Milepost
 Bird Watchers
 Wagoners
 Meetings Today

All others are without current information

MEDIA & ADVERTISING OUTLETS

DIGITAL ADVERTISING, MEDIA OUTLETS & TRADE SHOWS / EXPOS

Digital Advertising

- ATIA Cooperative Advertising
- Google Ads
- Hulu Advertising
- Meta Business Advertising
- LinkedIn Advertising
- Cornell Banner Ads
- All About Bird Banner Ads

Trade shows / Expos

- DMA West
 - Tech Summit March/April
 - Education Summit September/October
- ATIA Convention October
- Seattle Boat Show February
- SeaTrade March
- Alaska Media Roadshow October/November
- Destinations International Varies

Media Outlets

- Travel Wrangell @travelwrangell or @travellwrangellak
 - Instagram
 - TikTok
 - YouTube
 - LinkedIn
 - Facebook
 - Website travelwrangell.com
- City and Borough @wrangellcb, @wrangellak
 - Facebook
 - Instagram
 - YouTube
 - LinkedIn
 - Website
- Auxiliary Sites
 - Wrangellmarineindustry.com
 - Wrangellmarine.com
 - Bearfest.com
 - Stikinebirding.org

APPENDIX B PROJECTS

PROJECTS

PRIMARY PROJECTS

- Trade Show and Tourism Travel
- SEO Maintenance
- Hosting Travel Writers & Influencers
- Creation of Content Management & Customer Relation Management Systems
- Market Research (Destination Analysts)
- Travel Guide Creation
- Cruise Industry Analytics
- City Dock Marketing Infrastructure
- Media Acquisition
- Hospitality Marketing
- Street Banners
- E-Newsletters
- Wander Map Audit
- Annual Stakeholder Marketing Presentation
- Letterhead & Forms Standardization
- Visitor Survey
- Tourism Best Management Practices
- Annual Reporting on Analytics to CBW
- Email Automation and Campaigns
- Visitor Industry Reports
- Economic Reports

SECONDARY PROJECTS

- Promotional Videos (Marine Service Center, CBW, travel Wrangell)
- Convert CVB into Membership Structure
- Miles Partnership and Borough Media Shoots
- Refresh Travel Brand
- Regional, State and Federal Event Attendance
- Travel Brand Physical Marketing in Airport
- USFS Joint Publications
- USFS POIs (photography, written info)
- Floor & Sidewalk Stickers
- .gov suffix for wrangell.com
- Add artwork to Utility Box (vinyl wraps)
- Vinyl Window Wraps (Nolan Center and Parks & Rec)
- Borough Re-brand
- Implement Waterfront Master Plan
- Build a Borough and Travel Wrangell YouTube presence
- Interpretive Signs
- Branded Borough Door Signage
- Community Service/Internship Program
- Live Stream Cameras at POIs
- Church St Signage for tourism
- Promote Wrangell as place for remote work
- Nolan Center Place name banners
- New Borough Website
- Directional Signs
- Marine Service Center Expo Display
- Lobby Informational/Promotional Monitors

TRAVEL OUTSIDE THE LINES
WRANGELL

Marketing Plan Prepared by
City and Borough of Wrangell Economic Development Department
Kate Thomas, Economic Development Director
Matt Henson, Marketing and Development Coordinator

Approved by the Wrangell Convention and Visitors Bureau on
November 15, 2023

Approved by the City and Borough of Wrangell Assembly on
December XX, 2023.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

Approval of contract with BW Enterprise for Landslide Debris Clearing and Removal for the amount, not to exceed \$249,000

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Contract

RECOMMENDATION MOTION:
Move to Approve a contract with BW Enterprise for Landslide Debris Clearing and Removal for the amount, not to exceed \$249,000.

SUMMARY STATEMENT:
The presented contract outlines an agreement between the City and Borough of Wrangell and the contracted party, BW Enterprises, for emergency services related to the 11-Mile Zimovia Highway

Landslide Disaster. The scope of work includes debris clearing and emergency work beyond the Department of Transportation's right of way. The contractor is tasked with maintaining records, appointing a project representative, and ensuring all work adheres to federal, state, and local laws.

Compensation for the emergency services is set at a not-to-exceed amount of \$249,000, with the contract structured on a time and materials basis. The contractor is recognized as an independent entity, entitled to no city insurance coverage or benefits. The total compensation covers all equipment, materials, and labor required for each assigned job. The city's responsibilities include designating a representative, and the contractor is expected to have all work completed as defined for each job.

In accordance with section 5.10.050.G of the Wrangell Municipal Code, the Borough is seeking Assembly approval that this contract and the work underlying is required on an emergency basis and that competitive bidding was impossible due the nature and extent of the 11-mile Zimovia Landslide.

CITY AND BOROUGH OF WRANGELL

**AN AGREEMENT BETWEEN BW ENTERPRISES AND THE
CITY AND BOROUGH OF WRANGELL**

This agreement is entered into between:

BW ENTERPRISES

(hereinafter referred to as CONTRACTOR) and the CITY AND BOROUGH of WRANGELL (hereinafter referred to as CITY) for the purpose of City projects. By signature on this agreement the parties agree to the following terms and conditions:

I. SCOPE OF WORK:

- A) CONTRACTOR shall perform services as directed by the CITY of Wrangell for any project assigned under the adopted Policy.
- B) The CONTRACTOR will perform emergency work in accordance with section 5.10.050.G of the Wrangell Municipal Code, namely the clearing of debris caused by the 11-Mile Zimovia Highway Landslide Disaster that is beyond the scope of Department of Transportation's right of way. Due to the nature and complexity of this emergency project, some work performed may extend passed the clearing of debris and hauling material to the approved material storage sites. Any excavation services related to the search and recovery effort will be in the scope of this agreement. All work performed not explicitly stated above will be summarized and substantiated at the completion of the project and the CITY agrees the CONTRACTOR has the right to determine what is necessary to perform the work in a strategic and safe manner.
- C) Contractor has read the CITY's Policy to Hire Contractors (hereafter the Policy) and agrees to its provisions, both those incorporated explicitly herein and those incorporated by reference.

1. By signing this contract, Contractor agrees to:

- i. The CONTRACTOR qualification requirements in the Policy
- ii. The selection process outlined in the Policy.
- iii. The rules governing failure to perform as outlined in the Policy.

- D) CONTRACTOR shall verify all site measurements and locations and follow the conditions and requirement of each project assigned.

- 1) CONTRACTOR, for and in consideration of the payment or payments herein specified and agreed to by the City and Borough of Wrangell, hereby covenants and agrees to furnish labor and materials as required for each job and required to complete the project at Wrangell, Alaska in accordance with the terms and conditions of each job assigned through the policy.

II. COMPENSATION AND DURATION:

- A) As stated in Section I.B, this agreement is entered into with CONTRACTOR in accordance with WMC Section 5.10.050.G as it is work being performed under emergency circumstances. All work performed will be on a time and materials basis not to exceed \$249,000.

- B) The parties expressly agree that CONTRACTOR shall be and is an independent contractor and is not an employee or agent of CITY, and is, therefore, entitled to no insurance coverage, whether workers' compensation or otherwise and no other benefits accorded to CITY. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible therefore, provided CITY shall be entitled to withhold certain amounts from any payments as have been provided for elsewhere in this Agreement.
- C) The CONTRACTOR agrees to receive the total amount as set forth in the solicitation as full compensation for furnishing all the equipment, materials and labor which may be required in the performance and completion of the whole work to be done, and in all respects to complete the Contract to the satisfaction of CITY.
- D) CONTRACTOR shall have all work completed as defined for each job.

III. CITY AND BOROUGH'S RESPONSIBILITY:

CITY shall designate a person to act as the CITY'S representative with respect to the services to be rendered under this agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONTRACTOR'S services. Designation of a CITY representative shall not change any of the CONTRACTOR'S obligations and responsibilities under this Contract. CONTRACTOR shall remain responsible and liable for all acts and omissions related to the CONTRACTOR's means and methods of performing the work.

IV. CONTRACTOR'S RESPONSIBILITIES:

- A. CONTRACTOR will keep a record of truckloads of material, site storage areas utilized, and the type of material being excavated and hauled. All quantities will be reported in a post completion of work summary.
- B. CONTRACTOR shall provide a representative for the project who shall have complete authority to transmit instructions, receive information, interpret and define the CONTRACTOR'S policies and decisions with respect to each project. This provision is a material provision of the contract and the failure of the CONTRACTOR to have an available representative may result in the CITY terminating the contract for this breach, stopping all or part of the project until the CONTRACTOR fully complies with this provision, or any other remedy or action the CITY determines to be in the best interests of the project and CITY.
- C. CONTRACTOR agrees that all work will meet all federal state and local laws, and will be of the highest quality workmanship. CONTRACTOR agrees that all material and labor shall be in strict and entire conformity with the terms, specifications and conditions of the work assigned, if applicable, and will abide by and perform all stipulations, covenants and agreements specified for each job.
- D. If any equipment, material or labor shall be rejected by CITY as defective or unsuitable, the equipment, labor or materials shall be removed or replaced with other equipment, labor or materials specified by CITY, at the sole cost and expense of the CONTRACTOR. CONTRACTOR understands that, per the Policy, use of defective or unsuitable equipment, material, or labor may subject CONTRACTOR to a deficiency assessment by the responsible Department head. CONTRACTOR understands that two deficiency assessments on three different jobs may subject CONTRACTOR to being removed from the Master List, per the Policy.
- E. CONTRACTOR shall not begin work on any additional services, which are not included in the Agreement as provided for the instruction for each job until the CITY has authorized performance of such services in writing specifying the work to be performed and the time for performance. CONTRACTOR shall provide the CITY with a bid estimate of the costs of the

- additional work and it is agreed both the CONTRACTOR and the CITY shall sign an addendum prior to any additional work for the amount to be paid to the CONTRACTOR for the additional work. CONTRACTOR agrees and acknowledges that no oral authorization for additional work will be honored or paid.
- F. CONTRACTOR shall be responsible for performing all services as described in this Agreement for each job assigned or quoted in the accepted proposal.
 - G. CONTRACTOR is to submit rates for the various services that may be covered for work required under this agreement. CONTRACTOR agrees when renting equipment or other items to include rates for each item rented. CONTRACTOR agrees to keep rates on file at the time a quote is submitted to CITY.
 - H. CONTRACTOR covenants, warrants and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. CONTRACTOR further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.
 - I. CONTRACTOR covenants, warrants, and represents that CONTRACTOR is current with the City and Borough of Wrangell's Sales Tax Returns.
 - J. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has Current Contractor's license listing areas of expertise that the CONTRACTOR is licensed to do work in.
 - K. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has current State of Alaska Business License.
 - L. CONTRACTOR covenants, warrants, and represents that CONTRACTOR has documentation to prove any specific license or training required for work.
 - M. CONTRACTOR is required to submit a W9 with this Basic Work Agreement for each calendar year.

V: INSURANCE AND INDEMNIFICATION:

CONTRACTOR shall present to the CITY a certificate of insurance showing that the CONTRACTOR has obtained at least one million dollars (\$500,000) general liability insurance, which certificate of insurance shall name the City of Wrangell as an additional insured. Proof of such insurance shall be provided to the CITY as a condition of entering the contract. Failure to provide the certificate of insurance as required by this provision at the time of signing the contract shall constitute a material breach by the CONTRACTOR and the CITY may choose not to proceed with the CONTRACTOR in its sole discretion. Failure to maintain such insurance shall constitute a material breach of contract and entitle the CITY to terminate the CONTRACTOR and this Agreement at its sole discretion. The certificate of insurance must establish that the CITY is named as an additional insured on such policy, and that the insurer thereof shall notify the CITY twenty (20) days before the policy is canceled or terminated. The CONTRACTOR shall indemnify, defend and hold harmless the City of Wrangell from any and all claims for injury or damage to persons or property, including death, as a result of the CONTRACTOR'S acts or omission. CONTRACTOR'S insurance coverage shall apply to any coverage carried by the CITY which may cover the work specified in this Agreement. CONTRACTOR'S insurance carrier must be an admitted carrier in the State of Alaska or must be Best Rated or better.

- A. Worker's Compensation Insurance is required in compliance with the laws of the State of Alaska, AS 23.30 et seq., and federal jurisdiction where the work is being performed.

VI: TERMINATION AND SUSPENSION:

- A. The CITY reserves the right to terminate the services of the CONTRACTOR at any time when the CITY determines that termination is in the best interests of the CITY. If the CITY terminates the contract pursuant to this section, the CITY shall notify the CONTRACTOR in

writing as of the effective date to stop work and the CONTRACTOR shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section, CONTRACTOR shall have sixty (60) days to submit any and all claims to the CITY for any unpaid work actually performed by the CONTRACTOR before the date of termination and for which the CONTRACTOR has not been paid, together with all back-up documentation in support of the claim. The failure of the CONTRACTOR to submit a claim within 60 days forever waives any claim by the CONTRACTOR based upon the CITY'S termination for any payment for work claimed by the CONTRACTOR to have not been paid as of the date of termination. CONTRACTOR and the CITY agree to make a good faith effort to resolve any claim submitted by the CONTRACTOR pursuant to this section within thirty days (30) of receipt by the CITY, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the CONTRACTOR within the 30 days, the CITY shall pay the amount determined by the CITY to be fair and reasonable, based on the back-up documents provided by the CONTRACTOR and the CITY'S records. In the event the parties do not reach agreement, the CONTRACTOR may pursue its remedies pursuant to Section VIII A below, unless the CONTRACTOR failed to submit the claim within 60 days of termination.

- B. Suspension of work caused by Acts of God, which are beyond the control of the CONTRACTOR, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the CITY and the CONTRACTOR, outlining the time schedule and costs associated with any delay in substantially completing the project.

VII: LIQUIDATED DAMAGE:

- A. The CONTRACTOR agrees that if the project is not completed in accordance with the Proposal specification as defined in the work assigned, the CONTRACTOR understands that they may be removed from the Contractors List for future work consideration for remainder of the calendar year.

VIII: EQUAL EMPLOYMENT OPPORTUNITY:


- A. The CONTRACTOR will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sect, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places in his/her places of work available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.


IX: MISCELLANEOUS:

- L. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right to opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

CONTRACTOR acknowledges that CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any representations by any City employee, the Mayor, an assembly member, the borough attorney, the borough manager or any consultant of the CITY in deciding to enter this Agreement and perform any job assigned.

The term of the Agreement is dependent upon the nature and extent of the emergency work needed to be performed to ensure the 11-mile Zimovia Highway Landslide site is cleared of debris, search and rescue excavation is satisfied, and the upland slope is reasonably stabilized through any clearing and excavation necessary. The extent of work to be performed is not concrete and as such this Agreement will start on November 21st, 2023 and will terminate once work is completed unless termination is executed in accordance with other provisions in Section VI of this Agreement. If the CONTRACTOR exceeds the terms of compensation outlined. CITY and CONTRACTOR will amend this Agreement to account for additional cost incurred beyond the initial threshold set. CONTRACTOR warrants and represents that the person who executes and signs this Agreement on behalf of the CONTRACTOR is lawfully authorized to execute and sign the Agreement, and to bind CONTRACTOR to the terms and conditions of the Agreement and the RFB or any job assigned.

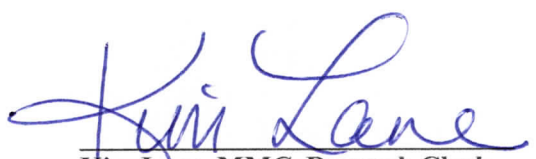

 Interim Borough Manager
 For the City and Borough of Wrangell


 Contractor
 For: BW Enterprises

Date: 11/21/2023

Date: 11/21/2023

ATTEST:


 Kim Lane, MMC, Borough Clerk
 (SEAL)

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 12, 2023
	<u>Agenda Section</u>	13

Approval of Change Order No. 3 to Ketchikan Ready Mix & Quarry, Inc. in the amount of \$255,000 for the Alder Top Village Subdivision Site Work project

SUBMITTED BY:

Amber Al-Haddad, Capital Facilities Director

<u>FISCAL NOTE:</u>	
Expenditure Required: \$255,000	
Amount Budgeted:	
	FY24 \$928,900 of \$2,419,935
Account Number(s):	
	50000-000-9999-00-50001
Account Name(s):	
	Site Work Task under Alder Top Village Subdivision Development Project
Unencumbered Balance of Approved Funding, prior to expenditure:	
	\$737,227

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS:

1. Change Order No. 1 for Shoemaker Bay Harbor Rehabilitation project

RECOMMENDATION MOTION:

Move to Approve Change Order No. 3 to Ketchikan Ready Mix & Quarry, Inc. in the amount of \$255,000 for the Alder Top Village Subdivision Site Work project.

SUMMARY STATEMENT:

The City and Borough of Wrangell approved subdivision development funding for the Alder Top Village Subdivision in the amount of \$2,419,935. From that funding, the Borough has, to date,

contracted with TrueNorth for the archeological monitoring and with Ketchikan Ready Mix & Quarry, Inc. for the Site Work project which included clearing and grubbing and base road construction.

Under the Ketchikan Ready Mix construction project, certain bid tasks are paid on the basis of lump sum values, while others are paid on the basis of unit prices for the number of units complete. In the case of unit price bid items, they are developed in that manner allowing for adjustments at the end of the project to account for the actual units complete. This project included several unit-price tasks that require adjustment for reduced or additional quantities of earth work.

At about the half-way point in our excavation and road fill work, we realized that the project would not require the borrow excavation anticipated. We also realized that the project requirements would exceed the quantities listed in the bid schedule for both unsuitable excavation and for the shot rock embankment rock. Unsuitable soil material exported from the site and the shot rock material imported to the site for road development have been tracked by truck load count, both by the Contractor and by the Borough’s Construction Manager. Through cooperative efforts, the truck load counts are confirmed between the two entities on a daily basis since the contract requires that the tally method for measurement and payment of quantities be by cubic yard and truck count after having measured the truck for capacity.

A revised plan and profile of Chinook Avenue roadway required additional fill to achieve the required finished road grade, which was on average nine feet (8’-10’) of fill for this area; therefore, initial bid quantities were lower than they should have been. We also encountered two sections of the roadway whereby over excavation, beyond the project excavation limits, were required in order to reach firm, native ground. And finally, we adjusted the width of the ditches to achieve an adequate area of conveyance for the high flows of storm water realized during the project.

As we now approach the end of the project, we have the tally of quantities for the excavation and shot rock and need to address the contract for line item bid quantity adjustments as outlined below, for the purpose of formalizing the adjustments to the contract through Change Order 3 documentation (Change Orders 1 and 2 were no-cost time extensions).

<u>Bid Schedule Task</u>	<u>Unit Price</u>	<u>Bid Quantity</u>	<u>Adjusted Quantity</u>	<u>Cost Change</u>
• Unsuitable Excavation (12 yard trucks used)	\$12/cy	20,000 cy	30,000 cy	\$120,000
• Shot Rock Embankment (10 yard truck used)	\$22/cy	16,000 cy	26,000 cy	\$220,000
• Borrow Excavation	\$20/cy	4,000 cy	0 yards	(\$ 80,000)
• D1 Surfacing	\$50/cy	100 cy	0 yards	(\$ 5,000)

Based on the unit quantity adjustments and applying the unit prices, the resulting cost change for the adjustments is in an additional project amount of \$255,000. The Contractor anticipates completing the site work within the next ten days; therefore, minor adjustments to the adjusted quantities listed above may be required as we work toward 100% project completion.

Alder Top Village Subdivision Development Project

Recap of Project Expenditures to Date:

Engineering Design	\$136,112
Archeological Monitoring	\$214,290
Wetland Compensatory Mitigation	\$148,406
Site Work Construction	<u>\$1,183,900</u> (\$928,900 + Change Order 3: \$255,000)
Total Expenditures to Date	\$1,682,708

The remaining, approved funding for the project, which is to include a subsequent construction phase for installation of utilities and final roadway, is \$737,227. A future, additional funding request is anticipated to advance the utilities and roadway project for the Phase I Subdivision, encompassing Lots 1 - 22.