



City and Borough of Wrangell  
Borough Assembly Meeting  
AGENDA

Tuesday, March 26, 2019  
7:00 PM

Location: Borough Assembly Chambers  
City Hall

**WORK SESSION**

6:00 p.m.

- a.** **WORK SESSION:** Lands Issues: Surveys Case Ave, Institute, MSC; Cemetery expansion; future development opportunities

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member **David Powell**  
b. CEREMONIAL MATTERS

- i.** **PROCLAMATION** - Bob Dalrymple, congratulating him on his retirement and thanking him for his service as Wrangell's District Ranger.

**2. ROLL CALL**

**3. PERSONS TO BE HEARD**

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

- a.** Consent Agenda MOTION  
**b.** Assembly Minutes - 3/12/19 (Regular)  
**c.** APPROVAL OF THE PRESBYTERIAN RESERVE REPLAT FINAL PLAT  
**d.** APPROVAL OF THE 5 STAR FISH SUBDIVISION FINAL PLAT  
**e.** Application for Liquor License Renewal (BPO Elks #1595)  
**f.** CORRESPONDENCE: School Board Minutes - 1/21/19 (Regular)  
**g.** CORRESPONDENCE: Port Commission Minutes - 1/3/19 & 2/7/19 (Regular)  
**h.** CORRESPONDENCE: School Board Action - 3/18/19

**7. BOROUGH MANAGER'S REPORT**

- a. Borough Manager's Report  
  
**b.** Water Report  
**c.** Public Works Department Report  
  
**d.** Capital Facilities Department Report

- e. Monthly Travel Report
- f. Monthly Employee Evaluation Report
- g. Financial Report - Delinquent Accounts

**8. BOROUGH CLERK'S FILE**

- a. Clerk's File

**9. MAYOR AND ASSEMBLY BUSINESS**

**10. MAYOR AND ASSEMBLY APPOINTMENTS**

- a. Mayor and Assembly Appointments

**11. PUBLIC HEARING**

- a. **ORDINANCE NO. 957** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW SECTION 9.08.085, EXCESSIVE NOISE PROHIBITED, TO CHAPTER 9.08, NUISANCES, TITLE 9, HEALTH AND SAFETY, OF THE WRANGELL MUNICIPAL CODE
- b. **ORDINANCE NO. 956** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 20.52.060, NOISE, IN CHAPTER 20.52, STANDARDS, OF THE WRANGELL MUNICIPAL CODE
- c. **ORDINANCE NO. 958** 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. **ORDINANCE No. 960** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.08.050, EXEMPTIONS FROM TAX, AND SECTION 5.08.060, TAX-FREE DAYS, IN CHAPTER 5.08, SALES TAX, OF THE WRANGELL MUNICIPAL CODE

**12. UNFINISHED BUSINESS - None.**

**13. NEW BUSINESS**

- a. **RESOLUTION No. 03-19-1445** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING THE CITY & BOROUGH OF WRANGELL TO PROVIDE AND CERTIFY CERTAIN INFORMATION THAT WILL PERMIT THE SOUTHEAST ALASKA POWER AGENCY TO REFUND FOR SAVINGS ITS OUTSTANDING 2009 BONDS; AND ESTABLISHING AN EFFECTIVE DATE
- b. **RESOLUTION NO. 03-19-1446** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARTICIPATION AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF THE STATE OF ALASKA (PERS) BY UPDATING PREVIOUS AMENDMENT NUMBER EIGHT, BY ADDING THE BOROUGH MANAGER TO SAID AGREEMENT
- c. **RESOLUTION No. 03-19-1447** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE NOLAN CENTER FACILITY MANAGER

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

**15. EXECUTIVE SESSION - None.**

## **16. ADJOURNMENT**

# CITY & BOROUGH OF WRANGELL, ALASKA

## BOROUGH ASSEMBLY WORK SESSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>Work Session</b>

**WORK SESSION:** Lands Issues: Surveys Case Ave, Institute, MSC; Cemetery expansion; future development opportunities

### SUBMITTED BY:

Electrical Department, Economic Development

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

### **Amount Budgeted:**

	FY19 \$100,000 Electrical
	FY19 \$ 30,000 Zoning

### **Account Number(s):**

	XXXXXX 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) Excerpts from Institute Master Plan; 2) aerial of current cemeteries; 3) Lands Memo

### **RECOMMENDATION MOTION:**

Work Session. Discussion only.

### **SUMMARY STATEMENT:**

#### RFP For Survey Services:

Staff are putting together a Request for Proposal (RFP) for surveying services for two projects. The first is proposed by the Electrical Department to survey for electrical distribution line replacement on Case Avenue from the Electrical Department offices all the way to Front Street. The Zoning Department is



proposing to survey Alternative 1 of the Institute Master Plan which will create a yet undetermined number of residential lots on the north end of the property closest to Institute Creek. The cost for both of these surveys is unknown but by combining both projects into one RFP for survey services, it is hoped that overhead, mobilization and other admin expenses can be shared and thus reduced. A third project, a replat of the Marine Service Center yard area is also needed, to vacate the platted Right-of-Way through the yard (vacation approved in 2016), plat an easement for the actual driving lane, and to create a separate lot for the cold storage building. It is doubtful, however, that the Zoning budget provides enough funds for both Institute subdivision and MSC replat.

The Electrical Department needs to perform major electrical maintenance, replace poles, move poles, improve distribution lines and a survey to determine property corners and any utility easements that may exist is the first step in the rehabilitation of the lines on Case Ave. The RFP would seek cost estimates in three stages in order to assure availability of funds: Intersection of Case Ave with Front Street to Church Street; Church Street to Ash Street; and Ash Street to Intersection of Case Ave and Peninsula Street.

In an effort to move forward with the Institute Master Plan that will identify approximately 14 additional lots, a subdivision, utility development and rezone are all required as next steps. In 2017 the Assembly approved Alternative A as the preferred Phase I development option because developing on the south end of the property requires 1400 feet of utility construction from the connections on the north end, but without any land sales and development options. Alternative A would allow residential development, still provide land for ANSEP and small commercial minimizing cost of further utility extension. The full Institute Master Plan can be found at <http://www.wrangell.com/economicdevelopment/wrangell-institute-master-plan-and-subdivision>.

Staff is asking for Assembly confirmation that Alternative A of the Institute Master Plan is still the preferred first phase for residential development.

#### Cemetery Expansion

Public Works staff have discussed locations for the cemetery expansion and are concerned about the proposal to utilize the old ball field at City Park. Considering the history of the area, and the use for Community Garden, staff feel that the site would be a poor place for a new cemetery. The fill of the ball field is full of stumps, overburden, and overshot from the City pit. Excavating graves with the existing fill would be nearly impossible, and staff believe that the existing fill would need to be excavated and replaced with appropriate material with several years of settling in order to assure the long term viability of gravesites. Staff believe another location would be more appropriate and propose relocating a new cemetery at the Institute property in the northwest corner by the park and Rainbow Falls, basically where Alternative 1 residential development option is proposed. We are requesting permission to dig test holes when the ground thaws. The City is quickly running out of room in the existing cemetery so we need to move quickly to develop a new suitable location.

#### Land Development Summary

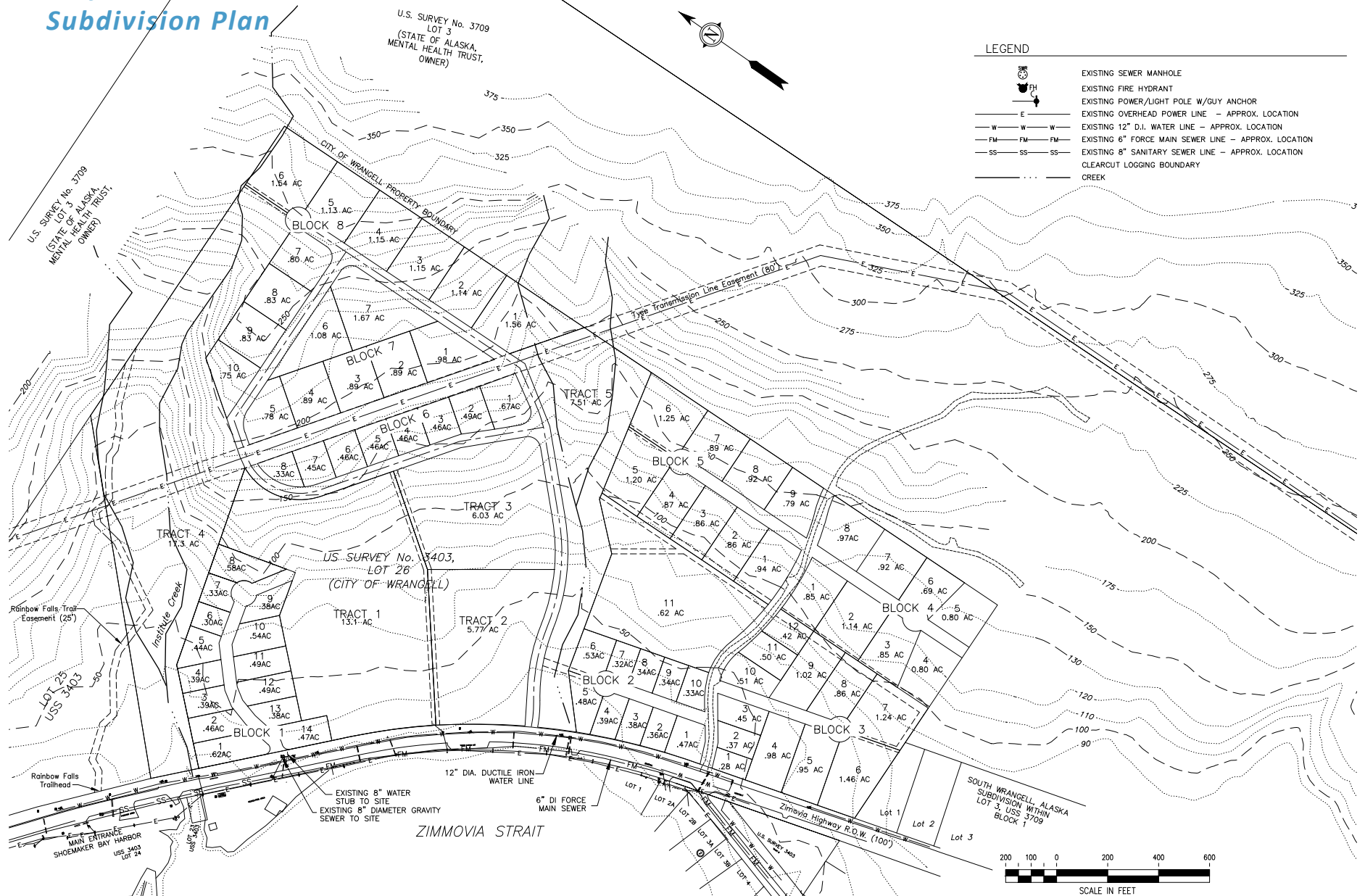
The attached memo and photos provide an updated summary of land development opportunities and issues for consideration.







# Preferred Master Plan: Alternative Subdivision Plan





# CITY AND BOROUGH OF WRANGELL, ALASKA



1 inch = 200 feet  
Date: 3/18/2019

Public Map



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



# “LAND” ISSUES UPDATE SUMMARY

March 15, 2019

## **POTENTIAL LAND FOR DEVELOPMENT AND SALE** AERIAL MAPS ARE ATTACHED

1. Three Etolin Avenue lots near the new hospital site are out to bid until April 12.
2. There are two large lots totaling just under 2.5 acres that were foreclosed upon about 10 years ago on the corner of Pine and Etolin Avenue. The original sale sold both lots together. An IRS tax lien was placed on the property in 2008 until this year. A Title Report was done on the parcel Spring 2018. Lot 1 (61000sqft) has frontage on Etolin Avenue and could be subdivided or sold in full, or both lots could be sold as a unit together again. Lot 2 (36,000sq ft) if sold separately would need access as it has no current accessible road frontage as it sits directly behind Lot 1. Both lots are zoned Multi Family. Utilities are near by. In 2017, WMC was working on a grant to build a quadplex on half of Lot 1 located on Etolin Avenue. Moving forward with the application was denied by the Assembly but some initial survey work has been done to subdivide Lot 1 into two lots.
3. Byfords reclaimed junkyard – with the clean up complete, the land is potentially available to sell or develop. Potential options were discussed previously and that information is also attached. It is currently zoned Light Industrial but surrounding uses are Residential. Summarized, it could be sold as one unit or subdivided in various formats with the City providing utilities estimated to be approximately \$250,000 for a full subdivision build-out. Bill Byford wants the property to remain as light industrial, or at minimum his property to remain LI, because when he sells his lot he is hoping that his shop in the back will be beneficial to a business. I believe the other landowners would like to keep it for residential. Mr. Molinek is still interested in purchasing land behind his property and maybe even behind Bill Byfords. Mr. Byford’s corner of his greenhouse encroaches into the reclaimed junkyard by 1-2 foot and that issue needs to be resolved, either via subdivision selling enough land to Mr. Byford or an encroachment easement of some kind. One suggestion by the Planning and Zoning Commission was to develop the parcel for “tiny home” development.
4. Industrial Park: Brett Woodbury is still interested in acquiring the land behind his property in the Industrial Park in exchange for constructing 6<sup>th</sup> Street. There are other individuals who have also voiced an interest in purchasing industrial lots. The COE permit for the lot development and roadwork was applied for as a permit extension in Dec 2017. They did not complete their work as staff were pulled off for the Pebble Mine project. When the COE was contacted in November, they began the extension process and put the request out for public notice. The road Brett envisions constructing is likely not to the standard that the City would want. Additional City land to the north of the new street (6<sup>th</sup> Ave) could potentially be subdivided and

sold. (See also #5 in Developable Land discussion below). The FLAP Mt. Dewey Trail Extension location adjacent to or within a new 6<sup>th</sup> Avenue must be determined. There is also a rectangular City owned lot across the street from the current Industrial Park at the corner of Ishiyama Drive and Bennet Street that could also be considered for industrial park expansion or other uses. Utilities are near by but would need to be extended to property. The land is very wet and a COE wetland permit and mitigation would be required.

5. There are a number of locations where residents have requested that the City put in utilities and roads to their lots so that they can develop them. Areas include between Evergreen and Cassiar; between Evergreen/Airport Loop road and Graves Street near the airport; between Evergreen/Airport Loop and the dump. At this time, staff has stated to individuals that the City does not have certain roads high enough on the priority list to be able to put in the access or utilities. In some areas, things have been done piece meal. Assembly might have approved that they put in their own “driveway” access but expenditures for utilities and access were the responsibility of the landowner. Utilities might also have been scabbed together to access back lots.
6. Spring Street and Meridian Street – this area is directly behind the Evergreen Trailer park but may provide an alternative way to create new lots and access some of the private lots on Cassiar (mentioned in #5 above). Preliminary survey work was conducted back in 2000 exploring access options to reach inaccessible lots on Cassiar.
7. Institute Property - Staff is proposing to put together a bid for Survey services that will include the Alternative 1 of the Institute Master Plan and the Marine Service Center if cost allows. The Institute Master Plan alternative 1 option provides the least amount of utility costs and would create 14 lots closest to the Rainbow Falls Trail/Institute Creek. Zoning needs to be developed for the parcel.
8. Remote entitlement lands: Only Zarembo property at this time has been transferred in full with a patent to the Borough. A request was submitted to DNR last year to determine if other remote parcels have been surveyed, but no response is forthcoming and the request will be resubmitted. Zoning uses for each area have been discussed but actual zoning for each parcel still needs to be developed.
9. A request has just been submitted (as of 3-18-19) to construct a 1 mile long driveway to access privately owned properties on the back channel at the owner’s own expense, with the exception of rock requested from the City. Staff has not had time to review in the full the request and review process for consideration. The driveway could provide additional access to entitlement lands for future sales.

## **DEVELOPABLE LAND**

1. Mill property acquisition – negotiations underway. Discussions with prospective users need to happen. Surveys, plan development, infrastructure costs required. The Buhler-Larsson Replat

of the old office property was recently recorded. Mrs. Buhler needs to amend the contract deed for sale to clarify the actual lot sold.

2. Institute property – see discussion #7 above. Surveys, infrastructure costs required. Rezoning needs to be completed.
3. Spring Street/Meridian Street – See discussion #6 above. Surveys, plan development, infrastructure costs required. Rezoning would be required.
4. Byford's former Junkyard – See discussion #3 above and the attached information.
5. Corner of Pine/Etolin Avenue – See discussion # 2 above. There is also some additional residential lands and a block of Light Industrial just behind this area that might be accessible at the intersection depending on how utilities get to Lot 1 and 2 Foreclosure and if the utilities are extended further.
6. Industrial Park –If the City constructs the platted 50' wide 6<sup>th</sup> Avenue on the north side of the Industrial Park, the road would also provide access to an unsubdivided parcel along the roadway that is currently zoned Holding. Additional lots could be subdivided for sale. Some of that area is VERY wet with drainage channels that would need to be addressed. A COE permit would need to be obtained with mitigation required. Also, as part of the FLAP program the Borough received a grant to extend Mt. Dewey Trail down the backside and to the USFS office. The trail is currently planned to be adjacent to 6<sup>th</sup> Ave, but if the City looks at creating additional lots, then we might want to consider moving the trail north to the property boundary line with the State DOT Airport property.
7. Hospital site – SEARHC will begin construction of the new hospital this spring. Clearing and grubbing is expected to start in April. It may be that after the construction additional land could be accessible northeast of the hospital property.
8. Wrangell Medical Center - never too early to discuss future use or how to deal with the property once the new one is actually occupied. The facility was audited by SEARHC and does have asbestos which will impact future use or destruction of the building.

### **ZONING ISSUES**

1. Institute Property needs to be zoned appropriate for multiple uses and planned unit development
2. Remote entitlement parcels need to have zoning developed with allowable and conditionally permitted uses.
3. The former junkyard, now cleaned to residential standards, needs to have zoning discussed. Keep as Light Industrial or rezone to Rural Residential or a multiple use zone.

4. Light Industrial lots at corner of Pine and Etolin Ave... could be rezoned to residential. A buffer should be retained between existing LI development and residential.
5. Land by Spring Street and Meridian could be rezoned from Holding to residential.



## POTENTIAL LAND DEVELOPMENT AND SALE

## 1. Etolin Avenue Recombination of lots



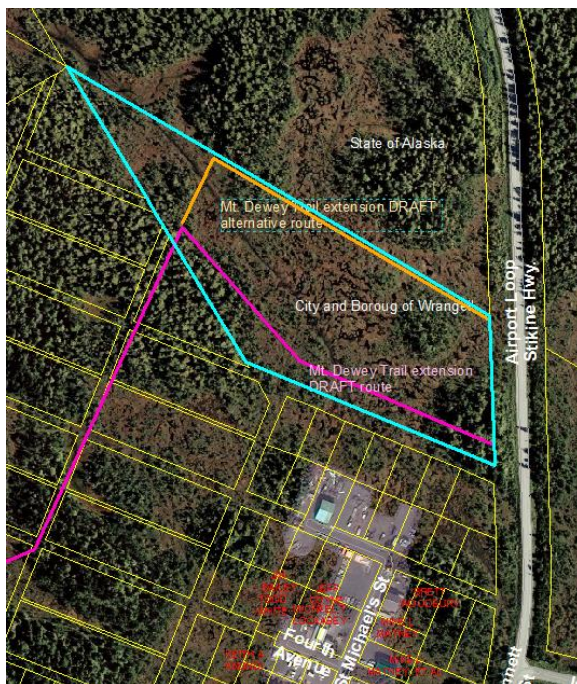
## 2. Foreclosure Lots





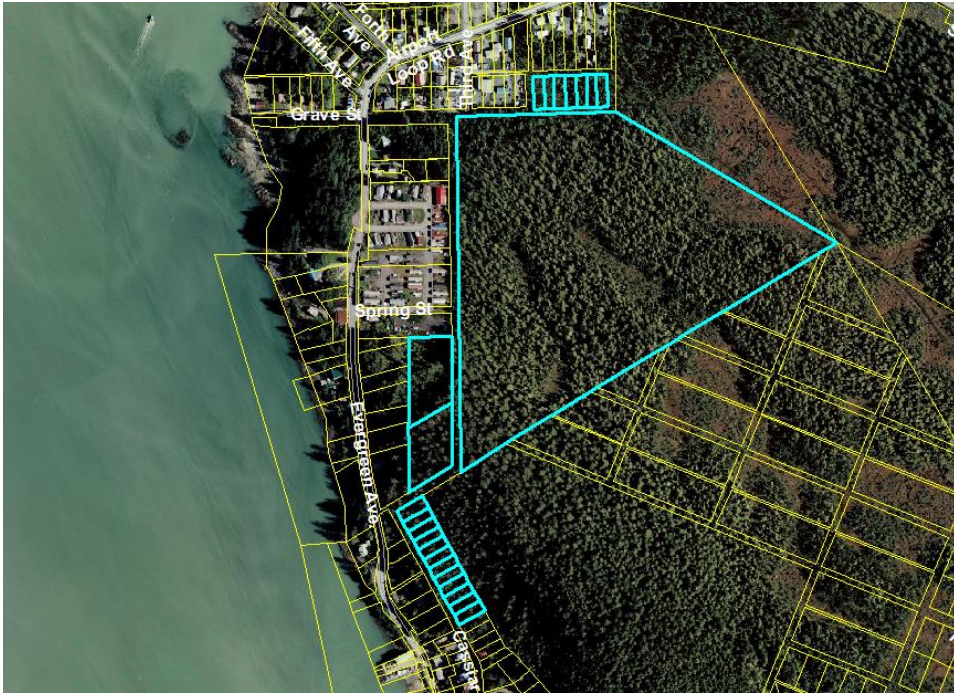
3. Byford's reclaimed junkyard – see attached from previous report

#### 4. Industrial Park

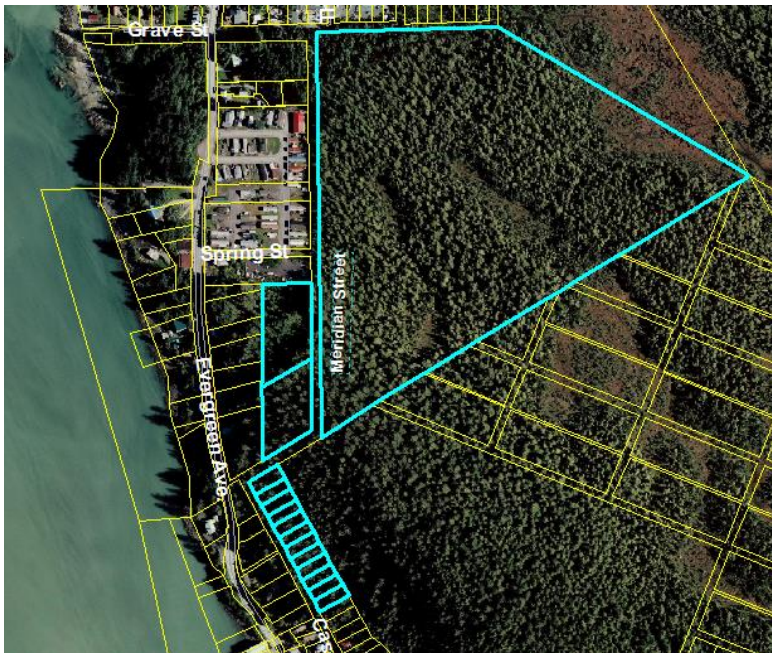




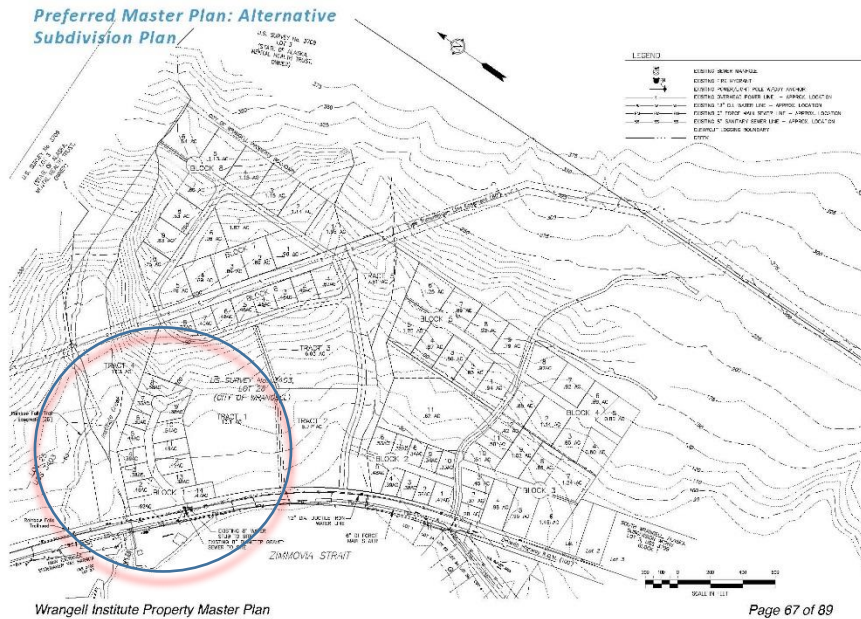
5. Privately owned with no access



6. Spring/Meridian Street



## 7. Institute Property



# *City and Borough of Wrangell, Alaska*

Date: March 18, 2019

To: Lisa Von Barga, Borough Manager

From: Carol Rushmore, Economic Development Director

Re: Former Junk Yard Site – site info

---

- The property was cleaned to the highest standard so Residential development is permitted.
- Electrical pole was moved to allow for a XX ' easement or ROW through the lot depending on the proposed future design and use.
- Zoning is Light Industrial
- Lot size is 2.51 acres or 109,355 square feet
- Bob Molinek recently came in to my office to reiterate that they were still interested in purchasing the land directly behind their property, and presented a letter. This would equate to just over 15,000 square feet.
- Bill Byford has voiced an interest in resolving an encroachment issue. A corner of his greenhouse attached to his house encroaches into the property a few feet. He is interested in buying a sliver of land, or getting an encroachment easement where the corner of his greenhouse encroaches onto the subject lot. An easement would be good as long as the greenhouse structure remains as is, but would not be able to be expanded on and if removed, the encroachment easement would no longer be valid. He would also like to be able to continue to use any easement that might be created to access the back portion of his lot. He has also requested that his property remain at Light Industrial as he believes the shop behind his house could be useful for a business.

Some options with maps as to how the Borough could dispose of the property:

Previously staff provided aerial photos to the Assembly with various configurations of subdividing the property. Those are not provided here, just some descriptions. Much of this will depend on type of use and how much money the Borough wants to invest prior to sale.

Option 1) Subdivide the property: There could be 3 rear flag lots in the back (maximum allowed) and one lot in the front with the 30' easement adjacent to Byford lot. The City should put in the sewer and water for each of the lots, and a utility/access agreement that would be recorded with subdivision will spell out how landowners will maintain in the future. The lots could be configured in numerous ways. An easement would be required for access and utilities.



Option 2) Subdivide the property into a flag lot subdivision, creating the maximum of 4 lots and sell for residential. This Option differs from Option A only in the configuration of the lots. One of the rear lots would be configured in such away as to allow Molinek to purchase the area behind him directly or as part of a bid process. Option B would be different lot configurations.

Option 3) Sell the entire parcel as a single sale for residential development and let someone else subdivide or not. A requirement to the sale would be that any further subdivision must provide city sewer and water since the area was cleaned down to clay and filled with rock.

Option 4) Create a 60' wide ROW through the parcel to connect with Mental Health Trust lands to provide an additional access point for future development on their lots. This could create a few different type of subdivided lot configuration, although a variance to the 100' highway frontage for the front lot would be required. The City would be required to construct the road and install utilities.

Option 5) Change the zone for an entirely different use.



**PROCLAMATION**  
*of the City and Borough of Wrangell*

***Honoring Bob Dalrymple upon his retirement with the  
Forest Service and recognizing his service to the  
City and Borough of Wrangell***

**WHEREAS**, Bob developed his lifelong passion of forestry during his youth in the San Juan Mountains in Colorado. His first job with the Forest Service was planting trees during the summer of 1975. He continued working seasonally while he obtained his degree in Forest Management at Colorado State University.

In 1982, Bob came to Alaska in search of adventure and first worked on Kosciusko Island. He then worked in timber sale preparation on Prince of Wales Island until 1989, when he moved to Petersburg. He worked out of the Supervisor's Office and the Petersburg Ranger District, where his work branched out into the broader aspects of forest management.

In 2002 Bob moved back to Colorado and worked on the Rio Grande National Forest. He soon realized that Southeast Alaska was in his blood and was calling him back. He became the Wrangell District Ranger in 2010 and he served in that role until January 3, 2019.

**WHEREAS**, Bob worked in almost every aspect of forest management during his 39-year career; and

**WHEREAS**, as District Ranger he worked closely with the City & Borough of Wrangell, the public, and other organizations to achieve numerous mutual goals such as: improving public access management in the district; assisting with Birdfest and Bearfest events; assisting on Economic Development issues; assisting with the Outfitter Guides, and the St. Johns land selection; summer youth education programs; he partnered with the Nolan Center to provide high quality visitor experiences.

He worked with the community to establish a system of ATV trails on closed roads for recreation and subsistence use; upgraded the mainline roads on Wrangell, Etolin, and Zarembo Islands.

Bob oversaw an active timber program for small and medium size operators; served as the in-season manager for the Stikine River Subsistence Fishery and worked with the public and Wrangell Cooperative Association to ensure the sustainable continuation of that fishery; he worked with the Borough and Federal Highways on two FLAP grants and oversaw the development of three new public recreation cabins.

**NOW, THEREFORE**, be it resolved that I, Stephen Prysunka, Mayor of the City & Borough of Wrangell, Alaska, do hereby recognize and honor Bob Dalrymple upon the occasion of his retirement and on his many accomplishments in Wrangell.

\_\_\_\_\_  
Stephen Prysunka, Mayor

Attest: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

<b>CITY &amp; BOROUGH OF WRANGELL, ALASKA</b>
<b>Consent Agenda MOTION</b>
<b><i>Move to approve the Consent Agenda as submitted.</i></b>
<u>SUBMITTED BY:</u>  Kim Lane, Borough Clerk

**INFORMATION:**

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



## **Minutes of Regular Assembly Meeting**

**Held on March 12, 2019**

Mayor Stephen Prysunka called the Regular Assembly meeting to order at 7:00 p.m., March 12, 2019, in the Borough Assembly Chambers. Assembly Members Gilbert, DeBord, Powell, and Morrison were present. Assembly Members DeLong and Decker were absent. Borough Manager Von Bargen and Borough Clerk Lane were also in attendance.

The Pledge of Allegiance was led by Assembly Member Anne Morrison.

CEREMONIAL MATTERS – None.

### PERSONS TO BE HEARD

**Steve Murphy** stated that he believed that doing away with the prayer as part of the Agenda, he didn't agree with it; it's part of tradition just like the Pledge of Allegiance.

### AMENDMENTS TO THE AGENDA

Von Bargen asked that Item 13c (Approval of Borough Goals) be removed from the Agenda since they were not quite ready to present to the Assembly for consideration. There were no objections from the Assembly.

CONFLICT OF INTEREST – None.

### CONSENT AGENDA

- a. Assembly Minutes: February 26, 2019 (Regular)
- b. Port Commission meeting Minutes: December 6, 2018 (Regular)

***M/S: Gilbert/Morrison to approve the Consent Agenda, as presented.***

Clerk Lane stated that she had amended the minutes to include comments that had been made by a member of the public regarding the diesel fuel surcharge, under Assembly Business; also added comments from Mayor Prysunka regarding the same topic; amended minutes had been uploaded into the agenda packet online today.

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

### BOROUGH MANAGER'S REPORT

Manager Von Bargen's reported on the following items:

- City was successful in getting a Community Development Block Grant for a new Fire Pumper Truck; thanked Carol Rushmore and Dee Dee and the Fire Department for all of their hard work
- Sewer Line break over the weekend; thank you to the Public Works department for all of their efforts in getting us back online

Public Works Director Howell reported on the sewer line break that had occurred over the weekend.

- Received retirement notifications from two of the Police Department dispatchers for the end of April
- Police Chief position will be posted shortly
- Replacement Value Insurance update – if we are insured for the values recommended by APEI, then if the replacement in-kind comes back more than what their estimate is, then the insurance company will pay the difference
- Travel Reports will be provided in a timelier manner – passed out was the Manager's fall travel

- Federal Legislative Priorities – Senator Murkowski is taking applications from Alaska communities; ear-marking the approved federal legislative projects; our Lobbyist (Seb) will make sure to fill out the application for our community and submit it
- Work Session for the next Assembly Meeting on land and survey needs
- IT proposal forthcoming from the SEARHC IT team
- Power Generation – still working through the details with Nome
- SEAPA hydro lakes – Tyee: based on Wrangell running 24-7, Wrangell is at about 6 megawatts; Petersburg is at about 8 megawatts; Tyee is down to drafting about 1/10<sup>th</sup> of a foot per day and Swan is coming up very slowly
- Will be traveling (vacation) for the next 9 days

With regards to the comment made under Persons to be Heard (Mr. Murphy), Von Bargaen stated that we have taken the invocation out of the Agenda because of legal risks; still have a mechanism for giving an invocation; anyone can sign up under Persons to be Heard to give an invocation.

### BOROUGH CLERK'S FILE

Clerk Lane's report was given.

### MAYOR AND ASSEMBLY BUSINESS

Prysunka reported that he and Manager Von Bargaen had a meeting with SEAPA in Ketchikan; presented to SEAPA that they wanted SEAPA to pay back the community for the water that was sold to Ketchikan over the summer; received a great deal of support from Ketchikan; the plan is in place now to have SEAPA pay back the North end for the diesel used and also for the overtime; hopeful that by the end of March, there will be enough inflows that Swan will be able to switch back over to hydro; still have about 2 gigawatts that is dedicated to us, to use from the Swan project; Ketchikan is almost at 100% diesel right now.

Prysunka stated that the next meeting with SEAPA will focus on the Board trying to set limits on when so that this will never happen again; each year the SEAPA Board sets a bottom-limit; that means that SEAPA cannot sell if the water goes below that limit; somewhere there was a disconnect on where the water should be and where the water actually was; it was an operational decision; they thought that the inflows would come and they did not; will be coming up with some real tangible ways where the Board is more involved in the decision when those water levels get low.

In response to Gilbert on if he anticipates going to April 1<sup>st</sup> on diesels, Prysunka stated that the snow pack has him worried (in flows); we might have to look at alternate generation sources; may be moving into a drought cycle; may want to start a small increase to create a rate stabilization fund.

### MAYOR AND ASSEMBLY APPOINTMENTS

Prysunka appointed Kate Hein to fill the vacancy on the Economic Development Committee with the term expiring October 2019. There were no objections from the Assembly.

As there were no letters of interest for the vacancy on the Planning & Zoning Commission, Prysunka directed the Clerk to continue advertising for the vacancy.

### PUBLIC HEARING

**11a ORDINANCE NO. 954 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 11.72.010 (A) OF THE WRANGELL MUNICIPAL CODE, IMPOUNDMENT OF VEHICLES AND/OR TRAILERS FOR VIOLATIONS**

***M/S: Gilbert/Powell to adopt Ordinance No. 954. Motion approved unanimously by polled vote.***

**11b ORDINANCE NO. 957 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW SECTION 9.08.085, EXCESSIVE NOISE PROHIBITED, TO CHAPTER 9.08, NUISANCES, TITLE 9, HEALTH AND SAFETY, OF THE WRANGELL MUNICIPAL CODE**

**Rosemary Ruoff** stated that young lads are frequently found tinkering on the Eastaugh property; learn vital skills, independence, survival, and many other important things; believes that the issue between Mr. Demerjian and Mr. Eastaugh has been totally blown out of proportion; doesn't believe that it effects the entire town.

**Haig Demerjian (on the phone)** read his submitted correspondence for the public; Bonnie (wife) and him supports the ordinance in general; however, believes that exemptions 7 and 8 would be better law if they were less subjective; should explain who decides what is "normal".

**Scott Glaze** agreed with Ms. Ruoff; by forcing people to abide by an Ordinance, it will drive a bigger wedge between community members; not the right way to address a dispute between neighbors.

**Loretto Jones** stated that her concern was that this was between two neighbors; Assembly has a lot more on their plate; would like to see the Assembly focus on other issues like water and the meth problem in Wrangell so that you (Assembly) can work towards the greater good for the community.

**Todd White** stated that he believes that it's a common since issue; see's the 10:00 am early start as maybe too late; believes you should get more votes if you own more land; not picked on when you have more land; this particular squabble has been going on for years; I will back Scott Eastaugh, whatever he says.

**Scott Eastaugh** read the correspondence to the Assembly that he had provided to the packet; doesn't run a business out of his shop; works on his own stuff; varies from boats, to trucks, to snowmobiles and four-wheelers; restricting the type of tools that you can have and use seems too restrictive; doesn't seem to be a town-wide problem.

**Keith Appleman** stated that the most important thing is to have consideration and think of your neighbors; regarding recurring power tools and the timeframe, he asked the Assembly to consider maintaining a reasonable timeframe: like 7:00 am to 8:00 pm.; think about the implications to what you are doing and what those may be on your neighbor.

Von Bargaen stated that the hours in the proposed Ordinance were the same hours that have been in the existing Wrangell Municipal Code; start and end times are not changing.

**Zach Taylor** stated that his concern in the ordinance was the decibel; his normal talking is around 85 decibels; also concerned that under Vessels, as it's written, he wouldn't be able to work on his charter vessels on his property, where he has his shop, equipment, space and tools to work on them; just like Scott, he works on most of his stuff because he can.

**Carleen Delong** stated that she is a single person and at times she must do work in her yard; built her own shed; respects her neighbors; still believes that some of the changes being proposed are a bit outlandish; does not agree with the changes that are being proposed.

**Dale Parkinson** stated that he had a decibel meter and that the meeting had been running at about 79 decibels; believes that 50 decibels is unreasonable; unreasonable ordinance; noise levels are unreasonable.

**David Svendsen** stated that he was against the proposed Ordinance; would expect that if he was making too much noise or if he was too loud that someone would come and talk to him.

**Brooke Leslie** stated that she was not in support of the Ordinance, as written; doesn't see that the current law has a system in place to protect either neighbor; needs to be addressed but doesn't see that the way it's written, addresses that; doesn't consider the businesses in town either.

**M/S: Gilbert/Powell to adopt Ordinance No. 957.**

Gilbert stated that she was reading the Ordinance differently; Section A sets up the times and decibel levels; then in Section B, it sets up all of the exceptions; exceptions are conditional on the time span.

**Carol Rushmore, Economic Development Director** stated that the Planning & Zoning Commission (based on complaints), looked at trying to identify things that may not be appropriate; existing code is not clear; looked at trying to include (in the proposed Ordinance) to allow people to still be able to do things on their property but limit some things in certain districts; exceptions were added to allow people the flexibility to do things on their property during the day.

Powell stated that this Ordinance is already in place; the Ordinance, as proposed is giving people more rights; just gives the police the ability to enforce the complaint.

Powell stated that a normal conversation decibel level is 60 decibels; will be looking at amending the upper level to 95 decibels and the lower decibel to 85; and the hours changed from 6:00 am to 8:00 pm, Monday through Saturday; Saturday is a working day for some people in the community; and to state Sundays and only major holidays; not all holidays apply to everyone.

Morrison said that interfering between two neighbors is not the way we should do things; if we can amend this Ordinance so that there is more broad terminology regarding the decibels, that would be good; how will the decibel levels be enforced?

Gilbert stated that she was concerned that there might be people who work late and want to come home and work in their yard; in agreement with Powell that the Assembly should look at the times again.

Prysunka stated that he appreciated that it is a property owners' right to do what they want on their property; however, if that right infringes on the adjacent property owner, that person also has rights; believes that if what he is doing, infringes on someone else, that is wrong; example was what happened with the Byford Junk Yard; that ended up costing the tax payers \$13 million dollars to clean up; we have noise ordinances because if say his neighbor is having a raging party at 3:00am and its disruptive, I have that right to say "no" that isn't right; open to making changes based on the public comments.

Von Bargaen stated that to make the changes to the Ordinance based on the Assembly's recommendations, it would be best if Staff took those recommendations into account and brought them back to the Assembly at the next Regular meeting for consideration.

Lane stated that she believed that the best way to go about this was for each assembly member who had a recommended change, to state that change and for the Assembly to approve by majority consent. The Assembly had no objections to this procedure.

**M/S: Gilbert/Morrison to postpone this item until the next regular Assembly meeting. Motion approved unanimously by polled vote.**

Prysunka stated that the Assembly would be postponing 11c and 11d, pending 11a and they would be brought back at the next Regular Assembly meeting.

Clerk Lane stated that all three Ordinance would come back under the Public Hearing section at the March 26<sup>th</sup> Assembly meeting.

Prysunka called a recess at 8:35 p.m.

Prysunka called the meeting back into session at 8:45 p.m.

**11c ORDINANCE NO. 956 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 20.52.060, NOISE, IN CHAPTER 20.52, STANDARDS, OF THE WRANGELL MUNICIPAL CODE**

*This item was not considered; will be under Public Hearing for the March 26, 2016 Assembly meeting.*

**11d ORDINANCE NO. 958 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**

*This item was not considered; will be under Public Hearing for the March 26, 2016 Assembly meeting.*

**11e ORDINANCE NO. 959 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CERTAIN SECTIONS IN CHAPTER 5.08, SALES TAX, OF THE WRANGELL MUNICIPAL CODE**

***M/S: Powell/Morrison to adopt Ordinance No. 959.***

Powell stated that he wanted Staff to do a better job with policing who is paying taxes, and who is supposed to be paying taxes and are not; believes that there are flaws in how our taxes are being collected; there are some people in the city who are confused about how to pay taxes and on the amount that they are supposed to be collecting.

Von Bargaen stated that she believed that we had money set aside in the budget to do a Sales Tax Audit; would check with the Finance Director about this.

Prysunka brought up the issue that if a business in town runs a B&B, they pay tax; if you run a Air B&B in town, you are invisible and don't pay bed or sales tax; Von Bargaen stated that this is an issue around our country.

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

#### UNFINISHED BUSINESS

#### NEW BUSINESS

**13a ORDINANCE No. 960 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.08.050, EXEMPTIONS FROM TAX, AND SECTION 5.08.060, TAX-FREE DAYS, IN CHAPTER 5.08, SALES TAX, OF THE WRANGELL MUNICIPAL CODE**

***M/S: Powell/Gilbert to approve first reading of Ordinance No. 960 and move to a Second reading with a Public Hearing to be held on March 26, 2019. Motion approved unanimously by polled vote.***

**13b RESOLUTION NO. 03-19-1444 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING TERMS OF THE SALE OF ETOLIN AVENUE REPLAT BOROUGH OWNED LOTS**

***M/S: Gilbert/Morrison to approve Resolution No. 03-19-1444. Motion approved unanimously by polled vote.***

**13c Approval of 2019 Borough Goals**

(Removed from the Agenda under Amendments to the Agenda)

**13d Approval of Supplemental Compensation for the Borough Manager**

***M/S: Gilbert/Morrison to approve the Supplemental Compensation for the Borough Manager.***

Von Barga stated the compensation items up for approval were discussed during her evaluation; one of the items on the compensation list was a bonus; given that she just helped lead a community discussion on the State budget, she stated it might be a good idea to postpone the bonus item and discuss that when her contract is set to be reviewed in July, when the Assembly and the community has a better idea of where we are with regard to the budget.

Prysunka stated that he was willing to do that however, that bonus was presented to her due to the astronomical amount of work that she did with securing the hospital with SEARHC; saved this community thousands of dollars in legal fees; pains me to not seeing this going forward because she deserves this.

Powell stated that he believed that this was a small compensation as compared to the amount of work she did; has saved this community hundreds of thousands of dollars.

At the direction of the Clerk, Prysunka asked the Assembly to, by a raise of hands and stating “eye”, if they were in favor of keeping the bonus in the recommended motion.

By unanimous consent, the Assembly all voted in favor of keeping the bonus in the recommended motion.

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

**13e** Approval of 2019 Federal Legislative Priorities

***M/S: Morrison/Powell to approve the Federal Legislative Priorities, as presented. Motion approved unanimously by polled vote.***

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

EXECUTIVE SESSION - Discuss litigation tactics and strategies regarding Valvoda v. Jack et al, Case No. 1WR-19-0008CI with Borough Attorney

Recessed at 9:06 p.m. so that Clerk Lane could get the Borough Attorney on the phone.  
Reconvened back into the Regular Assembly meeting at 9:07 p.m.

***M/S: Gilbert/Powell moved, pursuant to AS 44.62.310(c)(3), that we recess and move into executive session inviting the Borough Manager, Clerk and Attorney to discuss litigation tactics and strategies regarding the Valvoda case.***

Borough Attorney Joe Levesque reported to the Assembly and the general public that there was a complaint filed by a Kipha Valvoda on March 5<sup>th</sup>, he will be representing himself. The complaint was served on a number of Borough officials; claims discriminatory and equal opportunity violations.

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

Recessed into executive session at 9:10 p.m.  
Reconvened back into Regular Session at 9:47 p.m.

Regular Assembly meeting adjourned at 9:47 p.m.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>Consent</b>

APPROVAL OF THE PRESBYTERIAN RESERVE REPLAT FINAL PLAT

**SUBMITTED BY:**

Carol Rushmore, Economic Development  
Director

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

**Amount Budgeted:**

FY19 \$ N/A

**Account Number(s):**

N/A

**Account Name(s):**

N/A

**Unencumbered Balance(s) (prior to  
expenditure):**

\$N/A

**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. Final Plat

**RECOMMENDATION MOTION:**

Approval of the Presbyterian Reserve Replat Final Plat.

**SUMMARY STATEMENT:**

The Presbyterian Church is subdividing to sell a portion of the property on which fill and parking area of the adjacent residential owner is located. The land area being purchased is being combined into a single-family residential lot containing the residential structure. A rezone for land area being purchased from the Church was recently approved by the Assembly. This plat conforms to the zoning code and was approved by the Planning & Zoning Commission.



CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE \_\_\_\_\_ PRESBYTERIAN CHURCH OF WRANGELL REPRESENTATIVE  
PORTION OF PRESBYTERIAN MISSION RESERVE

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA  
STATE OF ALASKA  
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND \_\_\_\_\_ ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES \_\_\_\_\_

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE \_\_\_\_\_ TERRYA MORELLI  
LOTS 1B, BLOCK 16

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA  
STATE OF ALASKA  
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND \_\_\_\_\_ ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES \_\_\_\_\_

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AS RECORDED IN MINUTE BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DATED \_\_\_\_\_ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE \_\_\_\_\_ MAYOR, CITY AND BOROUGH OF WRANGELL  
ATTEST: \_\_\_\_\_

CITY CLERK \_\_\_\_\_

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

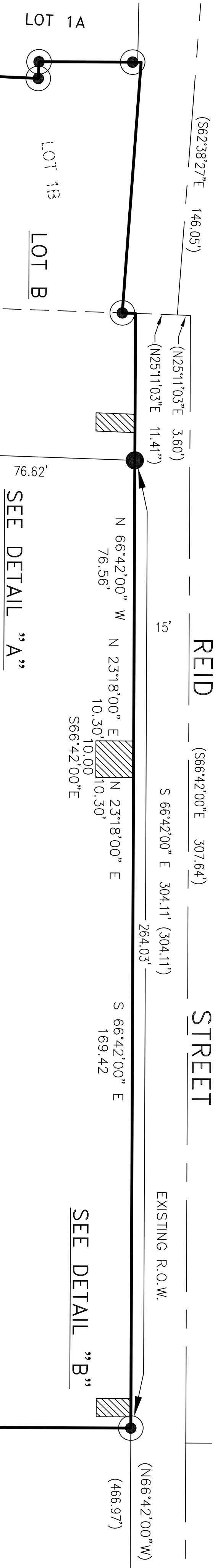
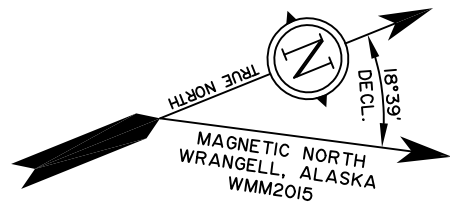
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL PLANNING COMMISSION, AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY PLAT RESOLUTION NO. \_\_\_\_\_ DATED \_\_\_\_\_, 20\_\_\_\_, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION  
SECRETARY \_\_\_\_\_

CERTIFICATE STATE OF ALASKA  
(FIRST JUDICIAL DISTRICT)ss

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND AN ACTING ASSESSOR FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS MAINTAINED BY ME, THE RECORDS OF THE DISTRICT COURT, EX-OFFICIO RECORDER, IN THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF \_\_\_\_\_ AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 20\_\_\_\_ WILL BE DUE ON OR BEFORE OCTOBER 15, 20\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

ASSESSOR CITY AND BOROUGH OF WRANGELL \_\_\_\_\_

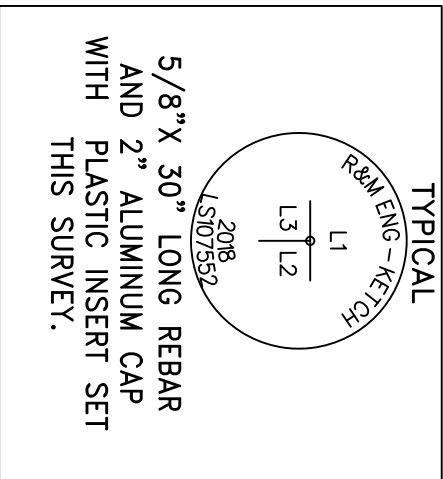


LEGEND

- ALUMINUM CAP ON 5/8 REBAR MONUMENT RECOVERED
- BRASS CAP (BENCHMARK) GROUTED IN TOP OF ROCK
- DOT CENTERLINE MONUMENT IN MONUMENT CASE
- ⊗ "X" IN ROCK RECOVERED THIS SURVEY
- 5/8 REBAR 30" LONG WITH 2" ALUM CAP WITH PLASTIC INSERT SET THIS SURVEY
- (88.09) DATA OF RECORD
- 88.09 DATA MEASURED OR COMPUTED
- PREVIOUS PROPERTY LINE
- ROAD CENTERLINE
- ▨ UTILITY EASEMENT

CLIENT: 1ST PRESBYTERIAN CHURCH  
P.O. BOX 439  
WRANGELL, ALASKA 99929

DRAWN BY: MCH  
CHECKED BY: CBP  
DATE PLATTED: 2018 / 2019  
DATE SURVEYED: JUNE, 2018  
SCALE: 1"=20'  
SURVEYED BY: MCH  
PROJ NO.: 182702



CHURCH

STREET

PAGE 1 OF 2

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN \_\_\_\_\_ 2018 A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

DATE \_\_\_\_\_ CHRISTOPHER G. FIBURN LS 107552



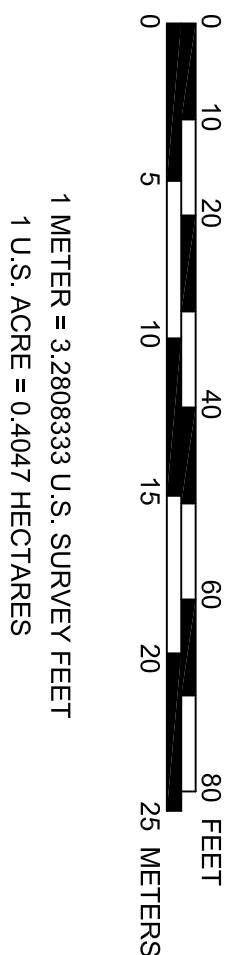
PLAT NOTES

1. THE PURPOSE OF THIS SURVEY IS TO COMBINE LOT 1B AND A PORTION OF PRESBYTERIAN MISSION RESERVE, CREATING LOT B. THE REMAINING PORTION OF PRESBYTERIAN MISSION RESERVE WILL BECOME LOT A.
2. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:  
USS 859 (PRESBYTERIAN MISSION RESERVE)  
MISSION HILL ADDITION (APPROVED NOV. 1, 1945)  
USS 1119 (WRANGELL TOWNSITE PLAT)  
DEED 1979-000246-0  
PLAT 82-3 (PRESBYTERIAN RESERVE RESUBD)  
PLAT 92-6 (REPLAT OF PRESBYTERIAN MISSION RESERVE)  
PLAT 97-5 (ODGEN/RATHEK RESUBDIVISION)  
PLAT 98-6 (REID STREET ROW)  
DEED 2012-000225-0  
DEED 2013-000172-0
3. REFERENCE AK, ESCROW AND TITLE INSURANCE AGENCY CERTIFICATE TO PLAT FILE NO. 55639.
4. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL GROUND DISTANCES.
5. THE ERROR OF CLOSURE DOES NOT EXCEED 1:5000.

VICINITY MAP:  
SCALE: NOT TO SCALE



SCALE 1"=20'  
THIS DRAWING MAY BE REDUCED. VERIFY SCALE BEFORE USING



WRANGELL RECORDING DISTRICT

No.	Date	Description	Revisions

RAI ENGINEERING & SURVEYING, INC.	Phone: (907) 225-7917
7180 Reville Road	Fax: (907) 225-5441
Ketchikan, AK 99901	
WRANGELL OFFICE	Phone: (907) 305-0820
P.O. BOX 701	
WRANGELL, AK 99929	

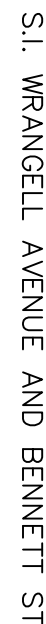
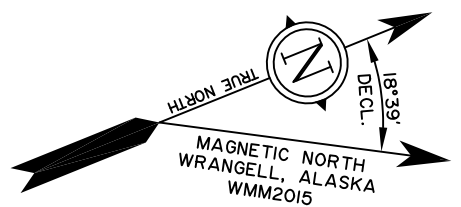
CERTIFICATE OF AUTHORIZATION # C576

PRESBYTERIAN RESERVE REPLAT

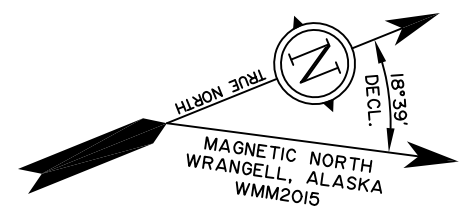
A REPLAT OF LOT 1B, BLK 16, ODGEN/RATHEK RESUBDIVISION AND PORTION OF PRESBYTERIAN MISSION RESERVE, BLK 16, WITHIN USS 1119, CREATING LOTS A & B, PRESBYTERIAN RESERVE REPLAT, WITHIN THE CITY AND BOROUGH OF WRANGELL.



SCALE: 1" = 10'



SCALE: 1" = 5'



WRANGELL, ALASKA 99929

PROJ NO.: 182702

1. PORTION OF PRESBYTERIAN MISSION RESERVE (PRESBYTERIAN CHURCH OF WRANGELL)
2. LOT 1B (TENIYA MORELL)

1. PORTION OF PRESBYTERIAN MISSION RESERVE (PRESBYTERIAN CHURCH OF WRANGELL)
2. LOT 1B (TENIYA MORELL)

1. LOT A (PRESBYTERIAN CHURCH OF WRANGELL)
2. LOT B (TENIYA MORELL)

1. LOT A (PRESBYTERIAN CHURCH OF WRANGELL)
2. LOT B (TENIYA MORELL)

1. PORTION OF PRESBYTERIAN MISSION RESERVE (65,705)
2. LOT 1B (2,987 SQ. FT)

1. PORTION OF PRESBYTERIAN MISSION RESERVE (65,705)
2. LOT 1B (2,987 SQ. FT)

1. LOT A (61,691 SQ. FT.)
2. LOT B (6,005 SQ. FT.)

1. LOT A (61,691 SQ. FT.)
2. LOT B (6,005 SQ. FT.)

201702 ..ON 00VI I

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN 2018 A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

DATE \_\_\_\_\_

CHRISTOPHER G. PIBURN LS 1075552



PAGE 2 OF 2

## PRESBYTERIAN RESERVE REPLAT

A REPLAT OF LOT 1B, BLK 16, OGDEN/RATHE RESUBDIVISION AND PORTION OF PRESBYTERIAN MISSION RESERVE, BLK 16, WITHIN USS 1119, CREATING LOTS A & B, PRESBYTERIAN RESERVE REPLAT, WITHIN THE CITY AND BOROUGH OF WRANGLER.

WRANGELL RECORDING DISTRICT					
Revisions					
No.	Date	Description			

CERTIFICATE OF AUTHORIZATION #: C576

**R&M ENGINEERING-KETCHIKAN, INC.**  
7180 Revilla Road  
Ketchikan, AK 99901  
Phone: (907) 225-7911  
Fax: (907) 225-3444

**WRANGELL OFFICE**  
P.O. BOX 701  
WRANGELL, AK 99090  
Phone: (907) 305-0820

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>Consent</b>

APPROVAL OF THE 5 STAR FISH SUBDIVISION FINAL PLAT

**SUBMITTED BY:**

Carol Rushmore, Economic Development  
Director

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

**Amount Budgeted:**

FY19 \$N/A

**Account Number(s):**

N/A

**Account Name(s):**

N/A

**Unencumbered Balance(s) (prior to  
expenditure):**

\$N/A

**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. Final Plat

**RECOMMENDATION MOTION:**

Move to Approve 5 Star Fish Subdivision Final Plat.

**SUMMARY STATEMENT:**

The applicants are requesting a subdivision of their 30,000 square foot single-family residential property into two lots. The house will remain on one lot and the shop/garage with residential addition would be established on a second lot. A new proposed 20' access and utility easement to the back lot and adjacent residence is being established this plat. This subdivision meets the requirements of the zoning code and was approved by the Planning & Zoning Commission.









Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-17: 2019/2020 Renewal License Application

### What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

### Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	BPO Elks Lodge #1595	License #:	370
License Type:	Club	Legal Ref.:	AS 04.11.110
Doing Business As:	BPO Elks Lodge #1595		
Premises Address:	103 Front St.		
Local Governing Body:	City & Borough of Wrangell		
Community Council:	None		
Mailing Address:	P.O. Box 377		
City:	WRANGELL	State:	AK
		ZIP:	99939

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

Contact Licensee:	DAWN ANGERMAN	Contact Phone:	907-305-0552
Contact Email:	DAWNANGERMAN7@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:	Shirley Clark	Contact Phone:	907-874-3139
Contact Email:	SJCBookkeeping@outlook.com		



**Form AB-17: 2019/2020 Renewal License Application****Section 2 – Entity or Community Ownership Information**

This top subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	47627D
-----------------------	--------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

89C

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

**Important Note:** The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Michael E. White			
Title(s):	President	Phone:	907-305-0803	% Owned:
Mailing Address:	PO Box 1121			
City:	WRANGELL,	State:	AK	ZIP: 99929

Name of Official:	EDWARD NAWMAN			
Title(s):	VICE PRES.	Phone:	907-305-0713	% Owned:
Mailing Address:	PO Box 2219			
City:	WRANGELL	State:	AK	ZIP: 99929

Name of Official:	SHIRLEY CLARK			
Title(s):	SECRETARY	Phone:	907-305-0909	% Owned:
Mailing Address:	PO Box 1289			
City:	WRANGELL	State:	AK	ZIP: 99929





**Form AB-17: 2019/2020 Renewal License Application****Section 3 – Sole Proprietor Ownership Information**

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.

Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

**Section 4 – Alcohol Server Education**

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 5.

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

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465.

**Section 5 – License Operation**

Check a single box for each calendar year that best describes how this liquor license was operated:

2017      2018

The license was regularly operated continuously throughout each year.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------

The license was regularly operated during a specific season each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

*If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.*

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

*If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.*

**Form AB-17: 2019/2020 Renewal License Application****Section 6 – Violations and Convictions****Applicant violations and convictions in calendar years 2017 and 2018:**

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

☐ ☒

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

☐ ☒

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

**Section 7 – Certifications****Read each line below, and then sign your initials in the box to the right of each statement:**

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

☒

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.

☒

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

☒

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Mike White

Signature of licensee

Shirley J. Clark

Signature of Notary Public

MIKE WHITE

Printed name of licensee

Notary Public in and for the State of ALASKAMy commission expires: 06-08-2020Subscribed and sworn to before me this 28<sup>th</sup> day of November, 2018.Seasonal License? Yes ☐ No ☒

If "Yes", write your six-month operating period: \_\_\_\_\_

License Fee:	\$ 1200.00	Application Fee:	\$ 300.00	TOTAL:	\$ 1500.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					



Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS &  
PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database  
Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	WRANGELL ELKS LODGE NO. 1595,BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA

Entity Type: Nonprofit Corporation

Entity #: 47627D

Status: Good Standing

AK Formed Date: 4/25/1991

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 7/2/2019

Entity Mailing Address: PO BOX 377, WRANGELL, AK 99929-0377

Entity Physical Address: 103 FRONT STREET, 522 ZIMOVIA HIGHWAY, WRANGELL, AK 99929-0377

Registered Agent

Agent Name: Shirley Clark

Registered Mailing Address: PO Box 377, Wrangell, AK 99929

Registered Physical Address: 103 Front St, Wrangell, AK 99929

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Barbara Hommel	Director	
	Carrie Wallace	Treasurer	



AK Entity #	Name	Titles	Owned
	Chris Stewart	Director	
	DAWN ANGERMAN	Director	
	Edward Naumann	Vice President	
	Michael White	President	
	ROBERT ROBBINS	Director	
	Shirley J Clark	Secretary	
	Vernon Philips	Director	

## Filed Documents

Date Filed	Type	Filing	Certificate
4/25/1991	Creation Filing		
4/25/1991	Biennial Report		
8/25/1993	Biennial Report	<a href="#">Click to View</a>	
12/04/1995	Biennial Report	<a href="#">Click to View</a>	
6/17/1997	Biennial Report	<a href="#">Click to View</a>	
6/30/1999	Biennial Report	<a href="#">Click to View</a>	
6/25/2001	Biennial Report	<a href="#">Click to View</a>	
6/19/2002	Change of Officials	<a href="#">Click to View</a>	
3/24/2003	Change of Officials	<a href="#">Click to View</a>	
5/20/2003	Amendment	<a href="#">Click to View</a>	
6/23/2003	Biennial Report	<a href="#">Click to View</a>	
4/08/2004	Change of Officials	<a href="#">Click to View</a>	
6/15/2005	Biennial Report	<a href="#">Click to View</a>	
3/30/2008	Biennial Report	<a href="#">Click to View</a>	
5/01/2008	Agent Change	<a href="#">Click to View</a>	
7/22/2010	Biennial Report	<a href="#">Click to View</a>	
1/24/2013	Biennial Report	<a href="#">Click to View</a>	
5/02/2014	Biennial Report	<a href="#">Click to View</a>	
5/13/2015	Biennial Report	<a href="#">Click to View</a>	
12/15/2016	Change of Officials	<a href="#">Click to View</a>	
4/27/2017	Biennial Report	<a href="#">Click to View</a>	
6/27/2018	Change of Officials	<a href="#">Click to View</a>	

**PROCEEDINGS****MINUTES****WRANGELL SCHOOL BOARD  
REGULAR MEETING****January 21, 2019 6:30 PM  
Evergreen Elementary School Gym**

School Board President Aleisha Mollen called the regular meeting of the Wrangell Public School Board to order at 6:30 P.M. on January 21, 2019.

**CALL TO ORDER**

A quorum was determined with the following school board members present: Aaron Angerman, Annya Ritchie, Jessica Rooney and Aleisha Mollen. David Wilson was absent, excused. Also present was Superintendent Debbe Lancaster and Recording Secretary Kimberly Powell.

**DETERMINE QUORUM**

The Pledge of Allegiance was recited, led by Ms. Jenkins' 2<sup>nd</sup> grade students.

**PLEDGE OF ALLEGIANCE**

The District Mission, Vision and Values were recited by 2nd Grade students, Orin Beale, Kaiya Brevick, Everett Edens and Delilah Roane.

**DISTRICT MISSION, VISION AND  
VALUES**

Kellan Eagle thanked the School Board for their patience with him and the lateness of the student representative report which is included in the packet. The next Student Council meeting will be to brainstorm ideas for dual enrollment and AP courses.

**STUDENT REPRESENTATIVE  
REPORT**

The agenda was approved by unanimous consent.

**APPROVAL OF AGENDA**

Josh Blatchley, Maintenance Director, introduced himself to the board members and shared some of his upcoming maintenance priorities.

**GUESTS TO BE HEARD**

There was no correspondence on the agenda.

**REVIEWED CORRESPONDENCE**

Information & Reports were accepted by unanimous consent.

**ACCEPTED INFORMATION &  
REPORTS**

Motion to approve the items on the consent agenda as presented by Jessica Rooney, seconded by Aaron Angerman. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved.

**APPROVED THE ITEMS  
ON THE CONSENT  
AGENDA**

- Approved the minutes of the December 17, 2018 Regular Board Meeting
- Approved the minutes of the January 7, 2019 & January 15, 2019 Special School Board Meetings
- Accepted the Donation from Alaskan Dream Cruises in the amount of \$1000.00 for student activities
- Approved offering Ms. Allen High a long-term substitute teaching contract retroactive to January 7, 2019.
- Approved the hire of Brenda Bueche, Tom Jenkins and Curtis Wimberley as paraprofessionals with appropriate placement on the salary schedule
- Approved the hire of Leeann Wiggins-Martin as Accounting Clerk with appropriate placement on the salary schedule

President Mollen requested bringing the following motion back for reconsideration with unanimous consent of the Board: Motion to accept the second reading of Board Policy 5182, Alternative Courses for inclusion in the policy manual by Jessica Rooney, seconded by Annya Ritchie. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved. Board Member Ritchie requested that the policy be brought back for third reading in February. The other board members gave their consent to add it to the February agenda.

**ACCEPTED THE SECOND  
READING OF BOARD  
POLICY 5182,  
ALTERNATIVE COURSES**

Motion to accept the second reading of Board Policy 2100, Administrative Organization for inclusion in the policy manual by Aaron Angerman, seconded by Jessica Rooney. Poll vote: Jessica Rooney: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE SECOND  
READING OF BOARD  
POLICY 2100  
ADMINISTRATIVE  
ORGANIZATION**

Motion to accept the second reading of Board Policy 2110, Organization Chart/Lines of Responsibility for inclusion in the policy manual by Jessica Rooney, seconded by Aaron Angerman. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved.

**ACCEPTED THE SECOND  
READING OF BOARD  
POLICY 2110,  
ORGANIZATION  
CHART/LINES OF  
RESPONSIBILITY**

Motion to accept the second reading of Board Policy 2120, Superintendent of Schools for inclusion in the policy manual by Aaron Angerman, seconded by Annya Ritchie. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved.

ACCEPTED THE SECOND  
READING OF BOARD  
POLICY 2120,  
SUPERINTENDENT OF  
SCHOOLS

Motion to accept the second reading removing Board Policy 2122, Duties of the Superintendent from the policy manual by Jessica Rooney, seconded by Aaron Angerman. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

ACCEPTED THE SECOND  
READING REMOVING  
BOARD POLICY 2122,  
DUTIES OF THE  
SUPERINTENDENT

Motion to accept the second reading of Board Policy 5110, Attendance for inclusion in the policy manual by Jessica Rooney, seconded by Aaron Angerman. Poll vote: Jessica Rooney: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved.

ACCEPTED THE SECOND  
READING OF BOARD  
POLICY 5110,  
ATTENDANCE

Motion to accept the first reading of Board Policy 7133, Standing Committees to provide guidance for our standing committees by Jessica Rooney, seconded by Aaron Angerman. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved.

ACCEPTED THE FIRST  
READING OF BOARD  
POLICY 7133, STANDING  
COMMITTEES

Reviewed the upcoming dates and meeting announcements.

REVIEWED DATES & MTG  
ANNOUNCEMENTS

Board Member Angerman told the other board members that the Boys' AAU Basketball team started practicing this past week. He encouraged the board members to spread the word to boys in 4-8<sup>th</sup> grade who may be interested in participating.

BOARD MEMBER COMMUNITY  
ACTIVITY REPORTS

Board Member Ritchie said that she is excited to see what comes from the Parent Advisory Boards. She also told the board members that Parks & Recreation has a Strategic Planning Session next month. She encouraged the administration to contact Parks & Rec Director Kate Thomas if they'd like to give input on the Strategic Plan.

Jessica Rooney said that she attended the Middle School Wrestling tournament last week and was impressed by the amount of volunteer time that goes into hosting tournaments.

President Mollen said that she is excited to attend the AASB Fly-in and with also working with the NSBA American Indian and Alaska Native committee to put together their legislative priorities.

Motion to recess into executive session to discuss subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion, more specifically the Superintendent's evaluation by Jessica Rooney, seconded by Aaron Angerman. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved. Board President Mollen stated that Dr. Lancaster will be invited into part of the Executive Session.

RECESSED INTO  
EXECUTIVE SESSION AT  
7:28 PM

Reconvened into Regular Session at 9:26 PM and made the following statement, "The Board has completed the evaluation of Superintendent Debbe Lancaster and have given her a satisfactory evaluation. We look forward to the future."

RECONVENED INTO  
REGULAR SESSION AT  
9:26 PM WITH A  
STATEMENT RE THE  
SUPERINTENDENT'S  
EVALUATION

Meeting Adjourned at 9:28 P.M.

ADJOURNED AT 9:28 P.M.

  
SCHOOL BOARD SECRETARY



**WRANGELL PORT COMMISSION  
REGULAR MEETING MINUTES  
Thursday, January 03, 2019 at 7:00 p.m.  
Wrangell Borough Assembly Chambers**

**1. CALL TO ORDER 7:01 PM**

**2. ROLL CALL**

*Morrison, Mitchell, Merritt, Martin, Yeager-Mitchell Absent*

**3. APPROVAL OF MINUTES**

a. December 6, 2018 Regular Meeting Minutes

*M/S: Yeager/Merritt made the motion to approve minutes with a couple of word corrections regarding 8a-Marine Service Center Lease Options on meeting minutes.*

**4. AMENDMENTS TO THE AGENDA**

*None*

**5. CORRESPONDENCE**

*Notice from Public Meeting Notice from Carol Rushmore, meeting to discuss the 2019 cruise ship season, including dock infrastructure needs, staging areas, ship scheduling, and rates to be held at 5:30pm on January 9<sup>th</sup>, 2019 at City Hall.*

**6. PERSONS TO BE HEARD**

During this section of the agenda, the Port Commission will invite and listen to topics not on the agenda. The Commission will note the topics and will not take any official action on any of the topics presented, but will refer items to the administration to be researched. Members of the public will be given the opportunity to speak on agenda items at the time the item is introduced for action and/or discussion.

*Chuck Jenkins-Jenkins Welding-4 Mile Zimovia Hwy speaks to the commissioners about The Bay Company purchasing the property and wanting to move the fence over. The Bay Company is wanting an access easement. He talked to Greg about moving fence over about twelve feet to fifteen feet and straightening the line out. He is wanting wider access to his lot between The Churchill Building and City Market. He also talks about the putting three phase power boxes in the Marine Service Center and is requesting two more boxes to be put in.*

**7. REPORTS**

a. Harbormaster

*1) Update on SMB*

*2) Update on Jet Boat Association and meeting to be held 1-9-19 as discussed in Correspondence above*

*3) Charges for Cruise Ship-head tax*

*4) Lights being fixed at the two docks*

*5) Gangway being used from SMB out in front of the Stikine Inn*

*6) Crew has been doing a lot of inside jobs and repairs*

- b. Commissioners  
*Yeager speaks to the Harbor Master and asks if they are looking at dock ladders to make sure they are clean and assessable.*  
*He asks if they had found owner of partially sunk skiff in the Inner Harbor and it was pulled out yesterday.*  
*He asks if we are responsible for the decking on the dock at Fish and Game-Meissner states it is scheduled to be taken out this spring.*  
*He also asks if dock repairs that could be done in good weather.*  
*He commends staff locking his trailer when he left.*  
*Martin speaks to Commissioners about his electrical outlet that needs to be fixed in Reliance, at his stall.*
- c. Port and harbor safety concerns  
*Combine with 7b to read Commissioners/Port and Harbor Safety Concerns*
- d. Mariner's Memorial  
*Martin gives update on Memorial. Things are progressing. They peeled up the asphalt and leveling it out. Local contractors contributed they machinery and time. Meeting will be held at Nolan Center, Monday at 3:30 pm.*

#### 8. UNFINISHED BUSINESS

- a. Ordinance Revision of Derelict Vessels  
*Meissner speaks to Commissioners about the language that is written in the ordinance in regards to Derelict Vessels. He asks do we want storage units floating in the harbor. He is asking for the language to be changed in the ordinance.*

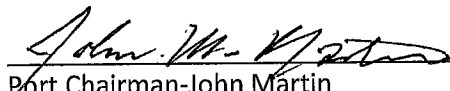
#### 9. NEW BUSINESS

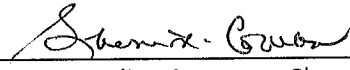
- a. Harbor electrical fee for receptacles and breakers  
*Meissner speaks to the Commissioners about the revenue going to the electrical department. He wants the electrical department take over maintenance of the receptacles and the breakers. Otherwise, he wants to establish a rate for the receptacles and breakers.*  
*Commissioner Martin would like to know the annual maintenance repairs.*  
*Commissioners would like to see a solution and possibly a motion made at next meeting.*

#### 10. CLOSING

- a. Next Agenda Items  
***Unfinished business***  
*Cruise ship infrastructure*  
*Ordinance Revision of Derelict Vessels*  
*Harbor electrical fee for receptacles and breakers*  
*7bc become Commissioners Reports*  
*Next meeting February 7, 2019*

Adjourn meeting 8:25PM

  
Port Chairman-John Martin

  
Recording Secretary-Sherri D. Cowan

**WRANGELL PORT COMMISSION  
REGULAR MEETING MINUTES  
Thursday, February 07, 2019 at 7:00 p.m.  
Wrangell Borough Assembly Chambers**

**1. CALL TO ORDER 7:00 PM**

**2. ROLL CALL**

*Morrison, Mitchell, Merritt, Martin, Yeager*

**3. APPROVAL OF MINUTES**

a. January 3, 2019 Regular Meeting Minutes

*M/S: Yeager/Merritt made the motion to approve minutes. Unanimous approval.*

**4. AMENDMENTS TO THE AGENDA**

*None*

**5. CORRESPONDENCE**

*None*

**6. PERSONS TO BE HEARD**

During this section of the agenda, the Port Commission will invite and listen to topics not on the agenda. The Commission will note the topics and will not take any official action on any of the topics presented, but will refer items to the administration to be researched. Members of the public will be given the opportunity to speak on agenda items at the time the item is introduced for action and/or discussion.

*None*

**7. REPORTS**

a. Harbormaster

*a) Ice broke and water lines going. Thermal activated valve system. He would like to retro fit the other harbors.*

*b) Schedule of events Sea Level*

*c) What funds are available and amounts CVB*

*d) SMB they are starting to put in sections of floats*

*e) Budget-Planning for the future of major equipment replacement, major maintenance and capital improvements along with marine service center lease rates*

b. Commissioners Reports

*a) Merritt-Grid costs*

*b) Yeager-Plowing docks*

c. Mariner's Memorial

*a) Martin-Couple of events are coming up*

*b) Yeager-They have raised over half for phase one*

**8. UNFINISHED BUSINESS**

a. Ordinance Revision of Derelict Vessels

*a) Look at Title 14 and Meissner will email it to Commissioners. Greg will have language of what he would like to have changed in the ordinance.*

b. Harbor electrical fee for receptacles and breakers

*a) Meissner-wants to have negotiations with Rod Rhoades-between Line Department and Harbor Department regarding the receptacles, breakers and fees*

c. Cruise Ship infrastructure

*a) Meissner-had a good workshop and are going to have another.*

*b) Meissner-May have to set a couple of pilings for the extra float that may have to go in. He has application in and getting permit.*

*c) Meissner-Cruise ship rates and moorage fees-they are somewhat close*



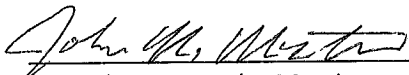
**9. NEW BUSINESS**

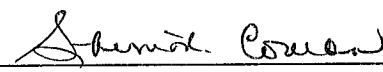
*None*

**10. CLOSING**

- a. Next Agenda Items
  - a) Ordinance Revision of Derelict Vessels*
  - b) Harbor Electrical Fee for Receptacles and Breakers*
  - c) Cruise Ship Infrastructure*
  - d) Port and Harbor Rates in general*

Adjourn meeting 8:12 PM

  
\_\_\_\_\_  
Port Chairman-John Martin

  
\_\_\_\_\_  
Recording Secretary-Sherri D. Cowan

## **BOARD ACTION**

## **WRANGELL PUBLIC SCHOOL BOARD REGULAR MEETING (PAGE 1) MARCH 18, 2019**

**FOR DETAILS, CONTACT:**  
DR. DEBBE LANCASTER  
SUPERINTENDENT  
DIRECT PHONE: 907-874-2347

- Approved the agenda as presented
- Referred Board Policy 7132, Community Advisory Committees, to the Policy Committee for review and possible revision
- Approved the minutes of: February 18, 2019 Regular School Board Meeting
- Offered contracts to exempt classified staff for the 2019-2020 school year
- Offered contracts to non-tenured teachers
- Offered Allen High a pro-rated extracurricular contract for the position of art festival director
- Approved the hire of Brandon Whitaker as custodian
- Accepted the second reading of:
  - Board Policy 4160, Absences
  - Board Policy 5030, School Discipline and Safety
  - Board Policy 5125.2, Challenging Student Records
  - Board Policy 5131.43, Harassment, Intimidation and Bullying
  - Board Policy 5131.45, Student Arrest
  - Board Policy 5150, Student Complaints (Removing policy from policy manual)
  - Board Policy 6142.1, Family Life/Sex Education
- Accepted the first reading of:
  - Board Policy 5125.3, Withholding Grades or Transcripts
  - Board Policy 7126, Board Tracking and Reporting Protocols
- Adopted the 2019-2020 and 2020-2021 School Calendars as presented
- Adjourned

**FOR RELEASE: 1:30 PM  
FEBRUARY 19, 2019**

March 19, 2019

After six days of siphoning, the lower reservoir was finally full, and the siphon was terminated yesterday (3/17).

There is currently flow into the upper reservoir from the two main feeder creeks, and without the siphon running, I expect the upper reservoir will be full to overflowing by mid-late this week.

The lower reservoir is slightly overflowing due to the melting of snow pack between it and the upper, plus the snow pack above it.

Last week two main filters were plunged, and the roughing filters were flushed five times.

Production totaled 4,137,000 gallons for and average rate of 591,000 gallons per day at an average flow of 410 gpm.

Community consumption totaled 2,457,333 gallons for a daily average of 351,047 gallons at an average flow rate of 244 gpm.

Filter maintenance for this week is expected to be the same as last week.

Current flows are as follows: High pressure (total town flow) is 270 gpm, the low pressure component of that is 152 gpm. This is a "snapshot" and can vary wildly from minute to minute.

Wayne

# **Public Works Department Report**

**March 22, 2019**

## **Sanitation**

Yesterday the streets crew assisted the sanitation department with a cleanup effort around the burn area at the Solid Waste Transfer Station. The area around the burn pile was widened, and the tugboat that was in the way was torn apart and made ready for a future scrap shipment. All the batteries stored beside the building were palletized and dropped off at AML. Along with those batteries, we also shipped out a dumpster of aluminum wire, and a tote of copper and brass.

## **Water**

The Water Treatment crew is preparing to load the previously washed sand into filter four, now that the piles have thawed out. The total water saved from the recapture project for March will be roughly 578,000 gallons.

## **Waste Water**

Business as usual at the Waste Water department. They had to replace a couple of pumps. We are out of spares for some of the stations, so we'll be looking at purchasing enough to have spares on hand at all times.

## **Garage**

Public Works has been short-handed in the garage. We have advertised in house for a lead mechanic and received two applications. We will also be advertising for a mechanic immediately.

## **Streets**

The Streets department has been clearing trees and brush from the roadways and sidewalks and will continue with this task as time and available personnel allow. We are in the process of purchasing rock and will be starting on the dirt roads in town as soon as they dry out enough to use the grader.

## **Cemetery**

We are looking at 2 locations for a new cemetery. Also waiting on a quote for a new columbarium.



# **City and Borough of Wrangell**

## **Capital Facilities Department Report**

### **March 20, 2019**

**Facilities Maintenance** - Capital Facilities provides service and maintenance to City and Borough of Wrangell facilities.

- **FY20 Budget Development**

Capital Facilities is working with all departments to identify their Capital Improvements projects and Major Maintenance needs for their divisions and facilities. In addition to the priority projects which will be recommended for funding this fiscal year, a comprehensive list of department needs will be included as an overview of each department's larger needs.

**Capital Improvement Projects** - Capital Facilities provides management of major capital improvements to City and Borough of Wrangell facilities.

- **Non-Motorized Transportation System (Mt Dewey Trail Extension)**

Following completion of the NEPA process and an initial discussions with the USACOE for the trail project, the Corps recommends we proceed with design and submit Preconstruction Notification if one of their Nationwide Permits applies to the final project as designed. Next steps are the development of a competitive solicitation for engineering design.

- **North Country Trailhead Road Repair (Spur Road Improvements)**

Following completion of the NEPA process and an initial discussions with the USACOE, next steps are the development of the bidding documents and a subsequent review by the USACOE to determine what part, if any, of the designed project will require a Corps permit.

Originally, the Spur Road was owned by the State of Alaska and built for logging purposes; therefore, the original roadway project was exempt from the Clean Water Act and no Corps permit was required. The roadway was transferred to the CBW many years later and because its primary purpose is not for logging any longer, the Corps would require the CBW to obtain a permit for any new wetlands disturbance. Although the majority of the project is resurfacing the existing roadway, there is scheduled a

small amount of culvert work, which may impact wetlands and stream crossings, and which would be ascertained by the Corps once we submit the design documents with our Preconstruction Notice. The Corps would likely consider each new and/or replacement culvert or stream crossing for its own/single permit, which would permit Nationwide Permits to be continued to be used for future road and culvert maintenance purposes.

- **Public Safety Building Siding and Roofing Renovations**

Test results were received last week from the bulk asbestos and lead paint sampling from the Public Safety Building's exterior wall system, both the interior and exterior portions of the walls. These reports were listed as appendixes to the contract documents. The results were as follows:

- Asbestos in all the samples was "none detected"
- Lead levels in each paint chip were well below the EPA's limit of 0.5% mg/kg, with the four tests resulting in lead levels detection of 0.0028%, 0.0067%, 0.0045% and 0.010% mg/kg

Staff is working with the Alaska Court System, our building tenant in one of the more impacted areas of the project, to coordinate the needs of their staff and the public seeking their services during the project's construction period.

The bidding documents for the project were released on March 19, 2019, and bids are scheduled to be publicly opened on April 9, 2019 at 2:00 PM prevailing time in Assembly Chambers.

- **Reservoir Bypass Project**

Staff have identified the Spillway Trench option as our preferred alternative for the Reservoir Bypass project's dam tap, and have requested a design proposal from Shannon & Wilson as next steps toward further consideration. Staff are schedule this week for a follow-on discussion with the engineers about their anticipated design proposal.

From a completed design project the CBW would receive a full construction cost estimate, to understand full project costs and compare that to the existing grant funds available for this project.

- **Shoemaker Bay Harbor Replacement**

The Contractor has installed all of the main head walk float and has received a number of the Float A and Float B sections. Fabrication of the floats is occurring in Washington State, and the Contractor is awaiting main head walk float connecting sections before

moving forward with further floats installation. The contractor has completed the sewer line through the uplands, as well as the majority of the new water line.



Although the Contractor continues to experience delays in receiving floats from their float manufacturer, they also continue to confirm that the substantial completion date is achievable. Their mechanical and electrical subcontractors also confirm that the floats' delay, at this time with the projected delivery dates, pose no problem to their schedule.

- **Water Treatment Plant Improvements – EDA Funding**

The CBW was notified by EDA that our Water Treatment Plant Improvements' project application is undergoing the final regulatory and legal reviews process. Calls from a variety of EDA staff reviewers indicate the application has reached the division for environmental review and is moving toward review by legal counsel, as they asked for further clarity on the work that is to be funded between the USDA loan and grant funds versus that funded by the requested EDA grant funds. Once the reviews at the Seattle Regional Office are complete, the application will be sent to EDA Headquarters for review and final approval. EDA staff project a final decision on the funding application in April 2019.

- **DOT's Bennett Street Reconstruction (DOT-owned and managed)**

SECON has been awarded the contract for DOT's Bennett Street Reconstruction project. It is our understanding that SECON anticipates mobilizing to Wrangell to commence work on the project around the first part of May.

February 2019 Travel Report

Position	Purpose	Location	Dates	Transportation	Accommodations	Per Diem	Registration	Other	Total
Borough Manager	SEC Mid Session Summit	Juneau	February 10-14	\$ 504.05	\$ 443.52	\$ 225.00	\$ 309.75	\$ -	\$ 1,482.32
Borough Manager	AML Legislative Fly-In	Juneau	February 18-21	\$ 427.19	\$ 297.00	\$ 175.00	\$ 125.00	\$ -	\$ 1,024.19
Assembly Member	SEC Mid Session Summit	Juneau	February 11-14	\$ 293.19	\$ 332.64	\$ 175.00	\$ 309.75		\$ 1,110.58
Public Works Director	SEC Mid Session Summit	Juneau	February 10-14	\$ 125.00	\$ 443.52	\$ 225.00	\$ 309.75		\$ 1,103.27
	JNU Water Treatment								
Water Treatment Lead	Plant Tour	Juneau							\$ -
Mayor	AML Legislative Fly-In	Juneau	February 18-22	\$ 345.20	\$ 577.92	\$ 225.00	\$ 125.00	\$ 102.20	\$ 1,375.32
Assembly Member	AML Legislative Fly-In	Juneau	February 18-22	\$ 345.20	\$ 577.92	\$ 225.00	\$ 125.00		\$ 1,273.12
Diesel Mx/Mx Lead	Generator Inspection	Nome	February 5-8	\$ 1,174.60	\$ 1,372.08	\$ 325.00	n/a		\$ 2,871.68
Electric Supervisor	Generator Inspection	Nome	February 5-11	MILES USED	\$ 600.00	\$ 225.00	n/a		\$ 825.00



September/October 2018 Travel Report WMLP

Position	Purpose	Location	Dates	Transportation	Accommodations	Per Diem	Registration	Other	Total
Meter Reader/Gr. Tech	Itron Utility Conference	Scottsdale, AZ	Sept 27-Oct 4	\$ 792.30	\$ 1,345.00	\$ 250.00	\$ 1,395.00		\$ 4,092.30
Electrical Dis. Secretary	Itron Utility Conference	Scottsdale, AZ	Sept 27-Oct 4	\$ 792.30	\$ 1,345.00	\$ 250.00	\$ 1,395.00		\$ 4,092.30

## **MEMORANDUM**

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

**FROM: LISA VON BARGEN, BOROUGH MANAGER**

**SUBJECT: FEBRUARY EMPLOYEE EVALUATION STATUS REPORT**

**DATE: MARCH 26, 2019**

### **BACKGROUND:**

This is the monthly employee evaluation report requested by the Assembly. Below is the January Report, followed by an update for February.

#### **January**

Seven employees were due evaluations in January. Three are complete, but were received late. Four are incomplete. The incomplete evaluations are of department directors and are the responsibility of the Borough Manager. Obviously I need to improve the timeliness of my evaluations.

#### **February**

Three evaluations were due in February. One is complete and was received on time. Two are incomplete and are department directors and are the responsibility of the Borough Manager. All of the overdue department director evaluations will be completed by the next report to the Assembly.

**Summary of Receivables**

City and Borough of Wrangell

Prepared 3/20/2019

**Property Taxes Receivable**

As of 3/20/19

Original Bill Amount	49,965.00
Penalty Amount	4,868.61
Interest Amount	2,286.57
Paid Amount	(6,347.72)
<b>Balance</b>	<b>50,772.46</b>
Unpaid Penalty/Interest	3,219.71
Unpaid Tax	47,552.75

Note: Unpaid property tax balance has been regularly decreasing with foreclosure proceedings as numerous customers have been taking care of their tax balances, penalties and interest

**Miscellaneous Accounts Receivable**

As of 3/19/19

	<b>Outstanding, originally billed</b>	<b>Partial Payments</b>	<b>Balance</b>
2016 and older	24,203	11,690	12,513
2017	3,023	795	2,227
2018	42,738	5,790	36,947
2019	20,150	-	20,150 <i>(note 1)</i>
Totals	90,113	18,275	71,838

Note: Older balances include local improvement district costs and foreclosure costs being recovered through foreclosure proceedings and/or recovery via sale of previously foreclosed properties. Some of the balances from 2018 forward are invoices that are paid monthly by vendors and are not considered delinquent.

**Wrangell Port & Harbors Receivable**

As of 12/31/2018

As of 2/28/19

Ports/Harbors Current	82,930	40,339 <i>(note 1)</i>
Ports/Harbors 30-60	16,588	14,113
Ports/Harbors 60-90	11,244	26,524
Ports/Harbors Over 90	175,565	160,583
Total	286,328	241,559

**Utilities Receivable (Electric, Water, Sewer, Garbage)**

As of 2/28/19

Current	494,726 <i>(note 1)</i>
30-60	61,473
60-90	28,817
90-120	8,294
120+	12,326
Total	605,635

Note 1: These amounts are not considered delinquent.

# CITY & BOROUGH OF WRANGELL, ALASKA

## *CLERK'S FILE*

### SUBMITTED BY:

Kim Lane, Borough Clerk

### CALENDAR:

- 3-28      Joint Work Session with the School Board/Assembly on the School Budget @6pm in the Assembly Chambers**
- 4-3      Parks & Recreation Board mtg. @5:30 pm in the Assembly Chambers**
- 4-4      Port Commission mtg. @7pm in the Assembly Chambers**
- 4-9      Regular Borough Assembly mtg. @7pm in the Assembly Chambers**
- 4-11     Planning & Zoning Commission mtg. @6pm in the Assembly Chambers**
- 4-13     Community Clean-up 8:30 am <https://www.wrangell.com/community/community-clean-0>**
- 4-13     Community Market 10am - 1pm <https://www.wrangell.com/community/community-market-30>**
  
- 4-30      PLEASE MARK YOUR CALENDARS.... The Assembly approved moving the April 23<sup>rd</sup> Regular Assembly Meeting to April 30, 2019.**

SEAPA Board Meeting (Regular) is scheduled for June 19-20, 2019 in WRANGELL



CITY & BOROUGH OF WRANGELL, ALASKA				
BOROUGH ASSEMBLY AGENDA STATEMENT				
AGENDA ITEM TITLE:	NO.	10a	Date	March 26, 2019
Mayor and Assembly Appointments				
SUBMITTED BY:				
Kim Lane, Borough Clerk				

## MAYOR/ASSEMBLY APPOINTMENTS:

### ➤ 10a: Boards/Commission Appointments

One vacancy - Planning & Zoning Commission (until 10/2021)

*There was one letter received for this vacancy from:*

- Kate Hein

### Recommended Action:

**Mayor:** If there are no objections, I will appoint \_\_\_\_\_ to fill the vacancy on the Planning & Zoning Commission until October 2021.

If there are seats that are left vacant (no letters received), the Borough Clerk will continue advertising for the vacancies.

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

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

*Motion: Move to appoint \_\_\_\_\_ to fill the vacancy on the \_\_\_\_\_ for the term up until October \_\_\_\_\_.*

**From:** [Kate.Hein@wellsfargo.com](mailto:Kate.Hein@wellsfargo.com) <[Kate.Hein@wellsfargo.com](mailto:Kate.Hein@wellsfargo.com)>

**Sent:** Friday, March 15, 2019 1:31 PM

**To:** [ecodev@wrangell.com](mailto:ecodev@wrangell.com)

**Subject:** RE: Planning and Zoning board

If my email is sufficient to be submitted then yes, absolutely, I am interested in being considered for the vacancy on the Planning & Zoning Commission! If you need me to, I can type out something a bit more formal, feel free to let me know! I am officially interested.

Kate Hein

# CITY & BOROUGH OF WRANGELL, ALASKA

## BOROUGH ASSEMBLY PUBLIC HEARING AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>11a</b>

**ORDINANCE NO. 957** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW SECTION 9.08.085, EXCESSIVE NOISE PROHIBITED, TO CHAPTER 9.08, NUISANCES, TITLE 9, HEALTH AND SAFETY, OF THE WRANGELL MUNICIPAL CODE

### SUBMITTED BY:

Lisa Von Bargaen, Borough Manager and  
Carol Rushmore, Economic Development Director

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

**Amount Budgeted:**

FY19 \$N/A

**Account Number(s):**

N/A

**Account Name(s):**

N/A

**Unencumbered Balance(s) (prior to expenditure):**

\$ N/A

### Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
-------------------------------------	--------------------------------

Name(s)

Name(s)

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. Ordinance No. 957 (Amended from 3-12-19 Assembly Mtg) & a Clean Version of the Ordinance for ease of reading.

**Procedure:** Mayor Prysunka shall declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Clerk shall retrieve the list of those who signed up to speak. When the item comes up, Persons on the list will be called by the Mayor to speak in the order in which they signed up for the Public Hearing Agenda Item.

Mayor Prysunka shall declare the Public Hearing closed before the Assembly takes action on the item.

**Once the Public Hearing has CLOSED, Mayor shall say "I will now entertain a motion"**

## **RECOMMENDED MOTION AFTER PUBLIC HEARING IS CLOSED:**

**Move to approve Ordinance No. 957.**

### **SUMMARY STATEMENT:**

The Assembly held a Public Hearing / Second reading of Ordinance No. 957 on March 12<sup>th</sup>. At that meeting, the Assembly heard testimony and made some amendments to the proposed Ordinance.

The proposed changes include:

- Changing the allowable decibel level from 90 to 95 between the hours of 6:00 am and 8:00 pm Monday through Saturday and the hours of 9:00 am and 8:00 pm on Sunday, and 60 decibels at all other hours.
- The time change was also applied to Sections 6, 7, and 8 in the Exemptions section.
- The word “personal” was removed from section 8 (Vessels), of the Exemptions section to not restrict the normal operation or maintenance of any boat or vessel on private property.
- Section 10 was added to address the Motor Vehicle Maintenance concern.
- Assembly Member Powell has requested the morning time be changed from 6:00am to 7:00am. Since this was a request by one Assembly member this is not reflected in the revised ordinance.

The remainder of this agenda statement remains unchanged from the last meeting.

The ordinance was presented to the Assembly at the last meeting as a “marked up” document from original changes recommended by the Planning & Zoning Commission. The most recent Commission changes were only provided in the body of the accompanying agenda statement. All of the changes have been made to the ordinance document and it is before the Assembly as a “clean” copy. The agenda packet also includes email correspondence from three community members that has been received since the last meeting. The remainder of this agenda statement remains unchanged from February 26<sup>th</sup>.

The Planning and Zoning Commission at their regular meeting of February 14, 2019 held a public hearing on Ordinances 956, 957 and 958 pertaining to their recommended code changes for WMC 20.52.060 NOISE and penalty requirements for enforcement of this new section of the WMC.

Consideration of changes to the Noise code (WMC 20.52.060) was initiated by a complaint from a residential landowner against his neighbor. The Commission had felt that the existing code was very vague and subjective. They believed that some of the complaints did not violate the zoning code but felt there was a need to provide more clarity as to what should be allowed, but still providing for landowners throughout the community to utilize their property for personal and business activities. The Planning and Zoning Commission met several times to discuss proposed changes last summer and fall and provided their Noise code recommendations to the Borough Manager in October 2018.



Haig and Bonnie Demerjian provided written and oral testimony during the Planning and Zoning Commission's public hearing regarding the proposed Ordinances. The Commission discussed issues that he raised and tried to address them from the perspective of residents and businesses throughout the community. The Commission felt strongly that individuals and businesses should be able work with a variety of tools and equipment on their property within certain hours and meeting requirements.

Ordinance 957 creates a new section of the code titled Excessive Noise Prohibited. It will be located in the Nuisance section of the code (Title 9) and will be referenced in the Zoning Code (Title 20). Ordinance 956 was reviewed by the Assembly just prior to this. It is the ordinance which amends Title 20 to add the new reference to the Zoning Code. The next ordinance, 958, amends the fine schedule to include the new fines for noise infractions.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 957

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW SECTION 9.08.085, EXCESSIVE NOISE PROHIBITED, TO CHAPTER 9.08, NUISANCES, TITLE 9, HEALTH AND SAFETY, 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 add a new Section 9.08.085, Excessive Noise Prohibited, to Chapter 9.08, Nuisances, Title 9, Health and Safety of the Wrangell Municipal Code.

SEC. 2. New Chapter. A new Section 9.08.085, Excessive Noise Prohibited, is added to Chapter 9.08, Nuisances, Title 9, Health and Safety, of the Wrangell Municipal Code to read:

Chapter 9.08  
NUISANCES

Sections:

- 9.08.010 Defined.
- 9.08.020 Prohibited – Abatement generally.
- 9.08.030 Burial.
- 9.08.040 Slaughterhouses and similar operations.
- 9.08.050 Water pollution.
- 9.08.060 Maintaining gutters free of obstructions.
- 9.08.070 Offensive drains.
- 9.08.080 Accumulations of rubbish and materials prohibited.
- 9.08.085 Excessive Noise Prohibited.
- 9.08.090 Certain conditions declared nuisances.
- 9.08.100 Remedies not exclusive.
- 9.08.110 Notification of offenders by police chief – Abatement.
- 9.08.120 Penalty for violation.

9.08.085 Excessive Noise Prohibited

A. No person shall make, assist in making, continue, or cause to be made any excessive loud, disturbing, or unnecessary noise. Excessive for purposes of this chapter is defined as exceeding the noise generated by uses allowed in this chapter or permitted in the district in their customary manner of operation, or injurious to the public health, safety, and welfare.

1. The noise loudness measured at the boundary line of the premises from which the noise originates in the Single Family, Multi Family, Rural Residential, Remote Mixed Use and Commercial districts, or noise loudness measured at the zoning boundary for activities in Light Industrial, Industrial, Waterfront Development and SMB-Waterfront Development, shall not exceed 90-95 decibels between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday ~~weekdays~~ and the hours of 10:00 a.m. and 8:00 p.m. on Sunday ~~weekends and holidays~~, and 50-60 decibels at all other hours.
2. Noises that could exceed allowed decibel levels may be permitted if the noise is muffled or located within a structure and does not exceed decibel levels at the property line.

B. Exceptions.

1. Emergency and Public Work. Noise or sound created in the performance of public service by governmental agencies or their contractors while performing construction, repair, maintenance or snow removal services; or emergency work engaged in by persons for public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this section.

2. Noises from Authorized Activities. The prohibitions of this section shall not apply to air traffic, parades, cultural events, athletic games, fairs, or functions and activities approved by the borough.

3. Sirens, Horns and Whistles. The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles as warning devices to avoid collisions.

4. Bells or Chimes. The provisions of this section shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof, which are associated with a clock or time-keeping device, church or school.

5. Burglar Alarms. The provisions of this section shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen minutes after being activated.

6. Construction Activity or Equipment. The provisions of this section shall not apply to any construction activity or equipment operated between the hours of 7:00 a.m. and 8:00 p.m. ~~weekdays~~ Monday through Saturday; and 10:00 a.m. and 8:00 p.m. ~~weekends and holidays~~ on Sunday.

7. Power Tools. The provisions of this section shall not apply to any power tools, including chain saws, reasonably operated between the hours of 7:00 a.m. and 8:00 p.m. weekdays Monday through Saturday and 9:00 a.m. and 8:00 p.m. on Sunday. weekends and holidays.

8. Vessels. The provisions of this section shall not apply to the normal operation or maintenance of any personal boat or vessel between the hours of 7:00 a.m. and 8:00 p.m. weekdays Monday through Saturday; and 9:00 a.m. and 8:00 p.m. on Sunday. weekends and holidays.

9. Motor Vehicles. The provisions of this section shall not apply to the normal and usual operation of motor vehicles.

10. Motor Vehicle Maintenance. The provisions of this section shall not apply to the normal maintenance of a motor vehicle between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday; and 9:00 a.m. and 8:00 p.m. on Sunday.

110. Residential/Commercial Snow Removal Activity or Equipment. Noise or sound created in the performance of residential/commercial snow removal by property owners or their contractors.

C. Temporary Excessive Noise permit.

If the applicant demonstrates to the satisfaction of the Zoning Administrator, that immediate compliance with the requirements of this Article would be impractical or unreasonable, the Administrator may issue a Temporary Use Permit to allow exception from any or all of the provisions contained in this Article, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be for an initial term as specified by the Zoning Administrator not to exceed fifteen days. Longer terms up to ninety days may be granted by the Planning and Zoning Commission.

In determining whether a temporary use permit should be issued and the nature and scope of any conditions to be imposed, the Administrator shall consider the following factors:

- (1) The level and intensity of the noise;
- (2) The level and intensity of the background noise, if any;
- (3) The proximity of the noise to residential areas;
- (4) The time of day when the noise occurs;
- (5) The duration of the noise, and whether it is recurrent, intermittent or constant;
- (6) The nature and zoning of the area within which the noise emanates or to which it is transmitted.

D. Violations



Any person 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.        Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: February 26, 2019.

AMENDED IN SECOND READING: March 12, 2019.

PASSED IN THIRD READING: \_\_\_\_\_, 2019.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Stephen Prysunka, Mayor

ATTEST:

\_\_\_\_\_  
Kim Lane, Borough Clerk

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 957

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW SECTION 9.08.085, EXCESSIVE NOISE PROHIBITED, TO CHAPTER 9.08, NUISANCES, TITLE 9, HEALTH AND SAFETY, 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 add a new Section 9.08.085, Excessive Noise Prohibited, to Chapter 9.08, Nuisances, Title 9, Health and Safety of the Wrangell Municipal Code.

SEC. 2. New Chapter. A new Section 9.08.085, Excessive Noise Prohibited, is added to Chapter 9.08, Nuisances, Title 9, Health and Safety, of the Wrangell Municipal Code to read:

Chapter 9.08  
NUISANCES

Sections:

- 9.08.010 Defined.
- 9.08.020 Prohibited – Abatement generally.
- 9.08.030 Burial.
- 9.08.040 Slaughterhouses and similar operations.
- 9.08.050 Water pollution.
- 9.08.060 Maintaining gutters free of obstructions.
- 9.08.070 Offensive drains.
- 9.08.080 Accumulations of rubbish and materials prohibited.
- 9.08.085 Excessive Noise Prohibited.
- 9.08.090 Certain conditions declared nuisances.
- 9.08.100 Remedies not exclusive.
- 9.08.110 Notification of offenders by police chief – Abatement.
- 9.08.120 Penalty for violation.

9.08.085 Excessive Noise Prohibited

A. No person shall make, assist in making, continue, or cause to be made any excessive loud, disturbing, or unnecessary noise. Excessive for purposes of this chapter is defined as exceeding the noise generated by uses allowed in this chapter or permitted in the district in their customary manner of operation, or injurious to the public health, safety, and welfare.

1. The noise loudness measured at the boundary line of the premises from which the noise originates in the Single Family, Multi Family, Rural Residential, Remote Mixed Use and Commercial districts, or noise loudness measured at the zoning boundary for activities in Light Industrial, Industrial, Waterfront Development and SMB-Waterfront Development, shall not exceed 95 decibels between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday and the hours of 9:00 a.m. and 8:00 p.m. on Sunday , and 60 decibels at all other hours.
2. Noises that could exceed allowed decibel levels may be permitted if the noise is muffled or located within a structure and does not exceed decibel levels at the property line.

B. Exceptions.

1. Emergency and Public Work. Noise or sound created in the performance of public service by governmental agencies or their contractors while performing construction, repair, maintenance or snow removal services; or emergency work engaged in by persons for public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this section.

2. Noises from Authorized Activities. The prohibitions of this section shall not apply to air traffic, parades, cultural events, athletic games, fairs, or functions and activities approved by the borough.

3. Sirens, Horns and Whistles. The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles as warning devices to avoid collisions.

4. Bells or Chimes. The provisions of this section shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof, which are associated with a clock or time-keeping device, church or school.

5. Burglar Alarms. The provisions of this section shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than fifteen minutes after being activated.

6. Construction Activity or Equipment. The provisions of this section shall not apply to any construction activity or equipment operated between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday; and 9:00 a.m. and 8:00 p.m. on Sunday.

7. Power Tools. The provisions of this section shall not apply to any power tools, including chain saws, reasonably operated between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday and 9:00 a.m. and 8:00 p.m. on Sunday.

8. Vessels. The provisions of this section shall not apply to the normal operation or maintenance of any boat or vessel between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday and 9:00 a.m. and 8:00 p.m. on Sunday.

9. Motor Vehicles. The provisions of this section shall not apply to the normal and usual operation of motor vehicles.

10. Motor Vehicle Maintenance. The provisions of this section shall not apply to the normal maintenance of a motor vehicle between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday; and 9:00 a.m. and 8:00 p.m. on Sunday.

11. Residential/Commercial Snow Removal Activity or Equipment. Noise or sound created in the performance of residential/commercial snow removal by property owners or their contractors.

C. Temporary Excessive Noise permit.

If the applicant demonstrates to the satisfaction of the Zoning Administrator, that immediate compliance with the requirements of this Article would be impractical or unreasonable, the Administrator may issue a Temporary Use Permit to allow exception from any or all of the provisions contained in this Article, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be for an initial term as specified by the Zoning Administrator not to exceed fifteen days. Longer terms up to ninety days may be granted by the Planning and Zoning Commission.

In determining whether a temporary use permit should be issued and the nature and scope of any conditions to be imposed, the Administrator shall consider the following factors:

- (1) The level and intensity of the noise;
- (2) The level and intensity of the background noise, if any;
- (3) The proximity of the noise to residential areas;
- (4) The time of day when the noise occurs;
- (5) The duration of the noise, and whether it is recurrent, intermittent or constant;
- (6) The nature and zoning of the area within which the noise emanates or to which it is transmitted.

D. Violations

Any person 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.        Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: February 26, 2019.

AMENDED IN SECOND READING: March 12, 2019.

PASSED IN THIRD READING: \_\_\_\_\_, 2019.

CITY & BOROUGH OF WRANGELL

\_\_\_\_\_  
Stephen Prysunka, Mayor

ATTEST:

\_\_\_\_\_  
Kim Lane, Borough Clerk



# CITY & BOROUGH OF WRANGELL, ALASKA

## BOROUGH ASSEMBLY PUBLIC HEARING AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>11b</b>

**ORDINANCE NO. 956** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 20.52.060, NOISE, IN CHAPTER 20.52, STANDARDS, OF THE WRANGELL MUNICIPAL CODE

### SUBMITTED BY:

Lisa Von Bargaen, Borough Manager and  
Carol Rushmore, Economic Development Director

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

### **Amount Budgeted:**

FY19 \$ N/A

### **Account Number(s):**

N/A

### **Account Name(s):**

N/A

### **Unencumbered Balance(s) (prior to expenditure):**

\$ N/A

### Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
-------------------------------------	--------------------------------

Name(s)	
---------	--

Name(s)	
---------	--

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. Ordinance No. 956

**Procedure:** Mayor Prysunka shall declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Clerk shall retrieve the list of those who signed up to speak. When the item comes up, Persons on the list will be called by the Mayor to speak in the order in which they signed up for the Public Hearing Agenda Item.

Mayor Prysunka shall declare the Public Hearing closed before the Assembly takes action on the item.

**Once the Public Hearing has CLOSED, Mayor shall say "I will now entertain a motion"**

## **RECOMMENDED MOTION AFTER PUBLIC HEARING IS CLOSED:**

**Move to approve Ordinance No. 956.**

### **SUMMARY STATEMENT:**

At the Public Hearing/Second Reading of Ordinance No's 957, 956, and 958, the Assembly made significant changes to Ordinance No. 957. Therefore, Ordinance No's 956 and 958 were not considered. This ordinance (along with Ordinance No's 957 and 958) is coming back to you for another Public Hearing and Second Reading.

The Assembly held first reading of this ordinance on February 26<sup>th</sup>. There was no comment from the Assembly or the public on this item. It is now before the Assembly for second reading/public hearing and adoption. The remainder of this agenda statement remains unchanged from February 26<sup>th</sup>.

The Assembly has provided direction that nuisance abatement is a priority. One aspect of that is noise. At the first or two work sessions on Goals the Assembly requested the noise portion of these code amendments be separated out and addressed as a stand-alone item. Attached is the new ordinance as recommended by the Planning & Zoning Commission.

The Planning and Zoning Commission at their regular meeting of February 14, 2019 held a public hearing on Ordinances 956, 957 and 958 pertaining to their recommended code changes for WMC 20.52.060 NOISE.

The Planning and Zoning Commission approved Ordinance 956 amends the Zoning Code in Title 20 to reference the new Noise Ordinance which being added to Chapter 9 (Nuisance) as a new section - 9.08.085.

The reason for locating the noise ordinance in the Nuisance section of the code is that it can be enforced by the Police through issuance of a citation. The Zoning code is currently enforced through a very lengthy process of notices. Noise infractions need to be addressed immediately, which is why police enforcement is a far better option.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 956

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 20.52.060, NOISE, IN CHAPTER 20.52, STANDARDS, TITLE 20, ZONING, 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 Section 20.52.060, Noise, of Chapter 20.52, Standards, Title 20, Zoning, of the Wrangell Municipal Code.

SEC. 2. Amendment. Section 20.52.060, Noise, of Chapter 20.52, Standards, of the Wrangell Municipal Code is amended to read:

**20.52.060 Noise.**

**[The noise emanating from a premises used for industrial activities shall be muffled so as not to become objectionable due to intermittent beat, frequency or shrillness. Where the use adjoins a residential district (SF, MF, RR-1, RR-2, and RMU), the noise loudness measured at the boundary line of the premises used for industrial activities shall not exceed 90 decibels between the hours of 7:00 a.m. and 8:00 p.m. weekdays and the hours of 10:00 a.m. and 8:00 p.m. weekends and holidays, and 40 decibels at other hours.]**

For regulations relating to Noise, refer to WMC 9.08.085,

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: February 26, 2019.

PASSED IN SECOND READING: \_\_\_\_\_, 2019.

---

Stephen Prysunka, Mayor

ATTEST:

---

Kim Lane, Borough Clerk

# CITY & BOROUGH OF WRANGELL, ALASKA

## BOROUGH ASSEMBLY PUBLIC HEARING AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>11c</b>

**ORDINANCE NO. 958** 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:

Lisa Von Bargaen, Borough Manager and  
Carol Rushmore, Economic Development Director

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

### **Amount Budgeted:**

FY19 \$ N/A

### **Account Number(s):**

N/A

### **Account Name(s):**

N/A

### **Unencumbered Balance(s) (prior to expenditure):**

\$ N/A

### Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
-------------------------------------	--------------------------------

Name(s)

Name(s)

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. 1. Ordinance No. 958

**Procedure:** Mayor Prysunka shall declare the Public Hearing open. The Mayor shall ask if there is any administrative report on the Public Hearing Item. Clerk shall retrieve the list of those who signed up to speak. When the item comes up, Persons on the list will be called by the Mayor to speak in the order in which they signed up for the Public Hearing Agenda Item.

Mayor Prysunka shall declare the Public Hearing closed before the Assembly takes action on the item.

**Once the Public Hearing has CLOSED, Mayor shall say "I will now entertain a motion"**



## **RECOMMENDED MOTION AFTER PUBLIC HEARING IS CLOSED:**

**Move to approve Ordinance No. 958.**

### **SUMMARY STATEMENT:**

At the Public Hearing/Second Reading of Ordinance No's 957, 956, and 958, the Assembly made significant changes to Ordinance No. 957. Therefore, Ordinance No's 956 and 958 were not considered. This ordinance (along with Ordinance No's 957 and 956) is coming back to you for another Public Hearing and Second Reading.

The Assembly held first reading on this ordinance at the February 26<sup>th</sup> meeting. There were no comments by the Assembly or public. This item is now before the Assembly for second reading/public hearing and adoption. The remaining small paragraph of this agenda statement remains unchanged from the last meeting.

The Planning and Zoning Commission at their regular meeting of February 14, 2019 held a public hearing on Ordinances 956, 957 and 958 pertaining to their recommended code changes for WMC 20.52.060 NOISE and penalty requirements for enforcement of the WMC.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE No. 958

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 9.08, Excessive Noise Prohibited.

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.

<b>Section</b>	<b>Offense</b>	<b>Penalty/Fine</b>
6.05.005	Hours of operation – licensed marijuana facility	\$500.00 fine for each offense.
7.04.010	Cruelty – Abandonment	\$200
7.04.020	Animals at large prohibited	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.010	Licensing	\$25.00 fine for each offense.
7.08.020	Dog Vaccination required	\$50.00 fine for each offense.
7.08.030	At large – Prohibited – Nuisance declared	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.035	Objectionable animals	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.040	Restraint requirements	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.045 & 7.08.050	Off-leash areas & Off –leash area rules	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.115	Potentially dangerous and dangerous dogs: violation of restrictions, confinement requirements, and sign requirements	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
7.08.120	Biting dog – Confinement	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
7.08.140	Proclamation to confine all dogs during epidemic	First offense - \$200 Second and subsequent offenses are mandatory

		court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
7.08.150	Interference with animal enforcement agents	First offense - \$200 Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
9.08.080	Accumulations of rubbish & materials prohibited	\$100.00 fine for each offense.
<u>9.08.085</u>	<u>Excessive Noise Prohibited</u>	<u>First offense - \$50, second offense - \$75, third offense - \$150. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.</u>
9.12.020, 9.12.030, & 9.12.040	Fireworks where prohibited; sale where prohibited; display violations	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
9.16.020	Deposit in public places	0-1 pound = \$50.00 fine, 1-5 pounds = \$150.00 fine, 6-10 pounds = \$250.00, 11-15 pounds = \$350.00 fine, 15 + pounds = \$500.00 fine.
9.16.030	Maintaining sidewalks free of litter.	\$75.00 fine for each offense.
9.16.040	Deposit from vehicles prohibited	\$75.00 fine for each offense.
9.16.050	Operating litter-generating vehicles prohibited	0-1 pound = \$50.00 fine, 1-5 pounds = \$150.00 fine, 6-10 pounds = \$250.00, 11-15 pounds = \$350.00 fine, 15 + pounds = \$500.00 fine.
9.16.060	Deposit on private property prohibited	0-1 pound = \$50.00 fine, 1-5 pounds = \$150.00 fine, 6-10 pounds = \$250.00, 11-15 pounds = \$350.00 fine, 15 + pounds = \$500.00 fine.
9.16.070	Property owner's responsibility to maintain premises	\$75.00 fine for each offense.
9.16.080	Handbills – Restrictions generally	\$75.00 fine for each offense.
9.16.090	Handbills – Distribution on private property	\$75.00 fine for each offense.
9.16.100	Posting notices prohibited	\$50.00 fine for each offense.
10.18.010	Abuse of 911 system	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a

		maximum fine of \$500.00.
10.36.010	Discharge of firearms and other weapons prohibited within certain areas	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
10.44.010	Possession, Control, or Consumption of Alcoholic Beverages by persons under 21 years of age	\$500.00 fine for each offense.
10.46.010(A)(1)	Consumption of marijuana in a public place prohibited	\$100.00 fine for each offense.
10.46.010(A)(2)	Consume marijuana outdoors adjacent public place without consent of property owner	\$100.00 fine for each offense.
10.48.010	Possession of tobacco by a minor under 19 years of age	\$75.00 fine for each offense.
11.28.020	Prohibited parking places	\$50.00 fine for each offense.
11.28.030	Red-painted curbs and signs – No parking	\$50.00 fine for each offense.
11.28.040	Time-limit parking	\$50.00 fine for each offense.
11.28.080	Blocking roadway prohibited	\$50.00 fine for each offense.
11.28.090	Bus stop and passenger zone – Parking prohibited	\$50.00 fine for each offense.
11.28.100	Loading and unloading materials	\$50.00 fine for each offense.
11.28.130	Method of parking – Loading permits	\$50.00 fine for each offense.
11.30.030	Parking in excess of posted time limit – Parking lots	\$50.00 fine for each offense.
11.30.040	Proper parking required – Parking lots	\$50.00 fine for each offense.
11.30.050	Vehicles and objects prohibited – Parking lots	\$75.00 fine for each offense.
11.36.060	Stop when traffic obstructed	\$75.00 fine for each offense.
11.36.070	Bicycle restrictions on sidewalks	\$50.00 fine for each offense.
11.36.080	U-turns prohibited	\$50.00 fine for each offense.
11.36.100	Dragging objects prohibited	\$50.00 fine for each offense.
11.36.110	Projecting loads on passenger vehicles	\$50.00 fine for each offense.
11.36.160	Use of coaster, rollerskates, skateboards, sleds and skis	\$50.00 fine for each offense.
11.36.170	Excessive acceleration	\$50.00 fine for each offense.
11.64.010	Sound trucks – permit required	\$100.00 fine for each offense.
11.68.020	Registration required	\$50.00 fine for each offense.
11.68.030	Required equipment	\$50.00 fine for each offense.
11.68.040	Snowmobile operation restricted	\$50.00 fine for each offense.

11.68.050	Designated right-of-way	\$50.00 fine for each offense.
11.70.015	Unlicensed operators	\$50.00 fine for each offense.
11.70.016	Registration required	\$50.00 fine for each offense.
11.70.020	Hours of operation	\$50.00 fine for each offense.
11.70.021	Prohibited areas of operation	\$50.00 fine for each offense.
11.70.025	Helmets required	\$50.00 fine for each offense.
11.70.030	Lights	\$50.00 fine for each offense.
11.70.035	Citation for defective equipment	\$150.00 fine for each offense.
11.70.040	Failure to stop at direction of peace officer	\$150.00 fine plus four points off of Driver's License for each offense.
11.70.050	Parental responsibility	\$50.00 fine for each offense.
11.70.055	Owner responsibility	\$50.00 fine for each offense.
11.76.020	Junk vehicles unlawful	\$50.00 fine for each offense. Each 10 days shall constitute a separate violation.
14.09.005	Speeding	\$150.00 fine for each offense.
14.09.015	Hazard to navigation	\$100.00 fine for each offense.
14.09.020	Failure to register	\$25.00 fine for each offense.
14.09.025	Improper mooring	\$25.00 fine for each offense.
14.09.030	Inadequate equipment	\$50.00 fine for each offense.
14.09.035	Improper use of facilities	\$50.00 fine for each offense.
14.09.040	Improper waste disposal	\$50.00 fine for each offense.
14.09.045	Improper petroleum product disposal	\$100.00 fine for each offense.
14.09.050	Improper care and control of animals	\$25.00 fine for each offense.
14.09.055	Water sports	\$25.00 fine for each offense.
14.09.065	Improper use of seaplane float	\$50.00 fine for each offense.
14.09.070	Improper use of a loading zone	\$25.00 fine for each offense.
14.09.075	Improper use of fire equipment	\$100.00 fine for each offense.
14.09.080	Improper use of utilities	\$50.00 fine for each offense.
14.09.085	Tampering and defacing signs	\$25.00 fine for each offense.
14.09.090	Nuisance	\$100.00 fine for each offense.
14.09.095	Failure to comply with rules, regulations or procedures.	\$100.00 fine for each offense.
14.09.100	Obstruct or impede use of any launch ramp	\$50.00 fine for each offense.
15.04.550	Unauthorized turning on or off of service	\$250.00 fine for each offense.
15.04.620	Fire hydrant restrictions	\$250.00 fine for each offense.
15.04.650	Water Shortage Management Plan – Violations and Charges – non-industrial/non-commercial water customers	Stage II water shortage: First offense - written warning. Second and subsequent offenses - \$250.00 fine for each offense.
15.04.650	Water Shortage Management Plan – Violations and Charges – non-industrial/non-commercial	Stage III water shortage: First offense – written warning. Second and subsequent offenses -



	water customers	\$500.00 fine for each offense.
15.04.650	Water Shortage Management Plan – Violations and Charges – industrial or commercial water customers	Stage II water shortage: First offense - written warning. Second and subsequent offenses - \$750.00 fine for each offense.
15.04.650	Water Shortage Management Plan – Violations and Charges – industrial or commercial water customers	Stage III water shortage: First offense – written warning. Second and subsequent offenses - \$1,500.00 fine for each offense.
15.18.030	Refuse containers – Required	\$150.00 fine for each offense.
15.18.032	Refuse containers – Maintained	\$150.00 fine for each offense.
15.18.050	Disposal of offensive refuse prohibited	\$150.00 fine for each offense.
15.18.052	Burning of certain materials prohibited	\$150.00 fine for each offense.
15.18.075	Monofill disposal permit and fees	\$150.00 fine for each offense.
20.92.020	Building/Structure declared unlawful & a public nuisance	\$100.00 fine for each offense.

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

SEC. 4. Severability. If any portion of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

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

PASSED IN SECOND READING: February 26, 2019

PASSED IN SECOND READING: \_\_\_\_\_, 2019

\_\_\_\_\_  
Stephen Prysunka, Mayor

ATTEST:

\_\_\_\_\_  
Kim Lane, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>11d</b>

**ORDINANCE No. 960** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.08.050, EXEMPTIONS FROM TAX, AND SECTION 5.08.060, TAX-FREE DAYS, IN CHAPTER 5.08, SALES TAX, OF THE WRANGELL MUNICIPAL CODE

## SUBMITTED BY:

Lisa Von Bargaen, Borough Manager &  
Kim Lane, Borough Clerk

## FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

## **Amount Budgeted:**

FY19 N/A

## **Account Number(s):**

N/A

## **Account Name(s):**

N/A

## **Unencumbered Balance(s) (prior to expenditure):**

\$ N/A

## Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1 Ordinance No. 960.

## **RECOMMENDED MOTION:**

**Move to adopt Ordinance No. 960.**

## **SUMMARY STATEMENT:**

Each year the Wrangell Chamber of Commerce submits the request for the two allowable tax-free days to be held in May and October. These dates are based on the events that occur during that time for the community businesses in town.

Currently in the Wrangell Municipal Code, the dates are specific to one day in June and one day in September. Because those dates could change from year to year, we are asking that the Borough Assembly approve the attached recommended Ordinance to reflect the change providing for flexibility on the dates. The specific months in which the tax-free days need to occur are being removed and the code is being replaced with language allowing for two tax-free days annually. That way the Chamber can request the days to take place at times during the year that make the most sense for the retailers and the community events with which the tax-free days are associated.

Administration is using this ordinance as an opportunity to clean up antiquated language associated with the tax exemption for funeral and medical services and items. Exemption language in the codes for the Ketchikan Gateway Borough, the City & Borough of Juneau and the Petersburg Borough were all reviewed. Ketchikan and Juneau have very similar language. Staff did not care for the language in the Petersburg code. In the end, staff used the Ketchikan code language with a few minor edits as the revised exemption for Wrangell.

CITY AND BOROUGH OF WRANGELL, ALASKA  
ORDINANCE NO. 960

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND  
BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION  
5.08.050, EXEMPTIONS FROM TAX, AND SECTION 5.08.060,  
TAX-FREE DAYS, IN CHAPTER 5.08, SALES TAX, 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 section 5.08.050, Exemptions from tax, and Section 5.08.060, Tax-free days, of Chapter 5.08, Sales Tax of the Wrangell Municipal Code.

SEC. 2.        Amendment of Section 5.08.050. Section 5.08.050 of Chapter 5.08, Sales Tax, of the Wrangell Municipal Code is amended to read:

5.05.050 Exemptions from tax.

The following transactions are exempt from the tax levied under this chapter:

- A. Salaries and wages received by an employee from an employer;
- B. Sales made and services performed which are not in the regular course of business;
- C. Sales, and the gross receipts derived therefrom, when the aggregate amount when computed under WMC 5.08.020 amounts to less than \$0.12;
- D. Sales, including such rentals and services, when the total sales and service prices derived by the seller or person furnishing such services does not aggregate \$200.00 in any calendar quarter year;
- E. Dues or fees to clubs, labor unions, or fraternal organizations;
- F. **[Gross receipts derived from funeral charges and services; medical, dental, optometric, veterinary and hospital services or from sales of prescription medicines; oxygen used for medical purposes; blood or plasma; artificial devices designed or altered for the use of a particular crippled person; artificial limbs; eyes and organs; hearing aids; prescription eyeglasses; artificial teeth sold by a dentist and materials used by a dentist in treatment; crutches; and wheelchairs are exempt; however, services rendered by nurses, unless performed in a hospital or at the direction of a physician, and services rendered by druggists, pharmacists, barbers, cosmeticians and masseurs**

**shall not be exempt;]** Gross receipts derived from sales of health care and funeral goods and services as follows:

1. Sale of cemetery plots, caskets, funeral and burial related items, funeral charges and services by a funeral home;
2. Professional services and supplies by a person licensed, qualified, or certified by the State as a doctor of medicine and surgery, a doctor of osteopathy and surgery, a chiropractor, a dentist, a naturopath, an optometrist, an audiologist, a hospital, a midwife, operator of a birth center, an acupuncturist, an occupational therapist, a physical therapist, a certified nurse aide, or a registered or practical nurse; provided, that the sale is within the scope of the State license or certificate;
3. Controlled substances supplied and services performed pursuant to a prescription from a person listed in subsection (f)(2) of this section;
4. Counseling services by a mental health professional including a psychotherapist, psychologist or psychological associate, a clinical social worker, an alcohol and drug counselor, or a marital and family therapist, licensed or certified by the State; provided, that the services are within the scope of the license or certificate;
5. Assisted living services provided in accordance with an assisted living plan and in an assisted living home licensed as such by the State;
- (6) Sales of hospital services, or from sales of oxygen used for medical purposes, blood or blood plasma, artificial devices designed or altered for the use of a particular person with a disability, artificial limbs, eyes and organs, hearing aids, assistive mobility devices (e.g. crutches, canes, walkers, and wheelchairs);
- (7) Services rendered by barbers, cosmeticians and masseurs are not exempt.

G. All sales of commodities made to a manufacturer, broker, wholesaler or dealer and which are not consumed or destroyed by such purchaser, but which are resold in the same or an altered form, or which are used to package, crate or deliver the products of such purchaser;

H. All sales to a bona fide retailer when the same are purchased **[by him]** for resale in the ordinary course of business; in this connection, a retailer is one who regularly stocks merchandise for resale, displays the same to the public and holds himself/or herself out as regularly engaged in the business of selling such products either during a regular season or throughout the year directed to the consumer;

I. Gross receipts or proceeds derived from the transportation to and from grade or high schools in motor or other vehicles;

J. Gross receipts or proceeds derived from servicing, freezing, storing, handling or wharfing of fish; or lumber or any other commodities awaiting shipment or in the process of being shipped;

K. Gross receipts or proceeds derived from sales to the United States government, State of Alaska, City and Borough of Wrangell and any of its political subdivisions;

L. All sales for consumption outside of the borough if delivered by a common carrier by air, land or water to the purchaser;

M. That part of a sale of goods over \$3,000 when all items in a single-purchase sale are added together, and that part of a sale of services over \$3,000 for a single job or task. Invoices for sales of services shall be computed monthly or less for tax purposes;

N. All sales of newspaper;

O. Sales of services, or building and construction supplies, materials, or equipment, including rental of equipment or tools, to a licensed contractor for use in construction for resale;

P. The value of new or used articles taken in trade as a credit or part payment on the sale of new articles shall be deductible from the total sales price of the new article;

Q. Gross receipts derived from sales, services, rentals and transactions which the municipality is prohibited from taxing under the Constitution and laws of the United States or the State of Alaska;

R. Gross receipts derived from services provided by day care centers and preschool facilities;

S. Sales of services, or building and construction supplies, materials, or equipment, including rental of equipment or tools, to a licensed contractor for use in construction of projects under contract with the United States government, State of Alaska, City and Borough of Wrangell or any of its political subdivisions;

T. Purchases made with food coupons, food stamps, or other type of certificate issued under 7 U.S.C. 2011-2025 (Food Stamp Act);

U. Gross receipts derived from the sales of lawful games of chance and skill conducted by qualified organizations which hold a valid permit from the State of Alaska pursuant to Title 5, Chapter 15 of the Alaska Statutes;

V. Purchases made with food vouchers or other type of certificate issued under 42 U.S.C. 1786 (Child Nutrition Act, WIC);

W. Gross receipts derived from services provided by any form of air service are exempt;

X. That part of the sales price paid by the buyer for travel and adventure services purchased outside the borough or on a cruise ship which is not remitted, directly or indirectly, to the person providing or performing the service within the borough. For purposes of this exemption, "cruise ship" means:

1. A commercial passenger vessel that carries passengers for hire except that "cruise ship" does not include a vessel:

- a. Authorized to carry fewer than 20 passengers;
- b. That does not provide overnight accommodations and transportation for at least 20 passengers for hire; or
- c. Operated by the United States, State of Alaska, or a foreign government.

Y. Sales of goods where the entire transaction, both payment and delivery, takes place on board a cruise ship. For purposes of this exemption, a "cruise ship" has the same meaning as set forth in subsection (X) of this section.

SEC. 3. Amendment of Section 5.08.060. Section 5.08.060 of Chapter 5.08, Sales Tax, of the Wrangell Municipal Code is amended to read:

5.05.060 Tax-free days.



A. Declaration of Tax-Free Days. There may be two “Tax-Free Days” declared for each calendar year.  
**[One day in June and one day in September for each year are hereby declared “Tax-Free Days.”**

**B. [In June for One Day and September for One Day Each Year Sales Tax Exemptions.]**Tax-Free days are subject to the following:

1. Subject to the other provisions of this section and at the option of the seller, retail sales of goods and services for goods or services purchased and received by the buyer for the two designated tax-free days as requested by the Wrangell Chamber of Commerce and approved by the borough assembly [one day in June and for one day in September] each year are exempt from the borough’s retail sales tax imposed by this chapter.
2. The exemption set forth in subsection (B)(1) of this section does not apply to rentals for any period greater than one day. Sales tax on rents for any period greater than one day shall not be prorated or adjusted in any manner to include a sales tax exemption for the two designated tax-free days [one day in June and for one day in September] of each year.
3. The exemption provided for in subsection (B)(1) of this section shall not apply to taxable sales made by the borough.
4. All sales made under the exemption provided for in subsection (B)(1) of this section shall be reported to the borough as exempt sales using “TFD” as the exemption code for the sale.

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

PASSED IN FIRST READING: March 12, 2019

PASSED IN SECOND READING: \_\_\_\_\_, 2019

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

Kim Lane, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>13a</b>

**RESOLUTION No. 03-19-1445** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING THE CITY & BOROUGH OF WRANGELL TO PROVIDE AND CERTIFY CERTAIN INFORMATION THAT WILL PERMIT THE SOUTHEAST ALASKA POWER AGENCY TO REFUND FOR SAVINGS ITS OUTSTANDING 2009 BONDS; AND ESTABLISHING AN EFFECTIVE DATE

## SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

## FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

**Amount Budgeted:**

FY19 \$ N/A
-------------

**Account Number(s):**

N/A
-----

**Account Name(s):**

N/A
-----

**Unencumbered Balance(s) (prior to expenditure):**

\$N/A
-------

## Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
--------------------------	--------------------------------

Name(s)	
---------	--

Name(s)	
---------	--

<input type="checkbox"/>	Attorney
--------------------------	----------

<input type="checkbox"/>	Insurance
--------------------------	-----------

ATTACHMENTS: 1. Resolution No. 03-19-1445; 2. Requisite Tax and General Certificate; 3. Amended and Restated Indenture (for reference)

## **RECOMMENDED MOTION:**

Move to approve Resolution No. 03-19-1445.

## **SUMMARY STATEMENT:**

SEAPA is refinancing a set of bonds from 2009. This will allow the agency to save money based on the refinanced rate. SEAPA prepared all the information for this agenda statement so there is very little information provided by staff in this summary.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 03-19-1445

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING THE CITY & BOROUGH OF WRANGELL TO PROVIDE AND CERTIFY CERTAIN INFORMATION THAT WILL PERMIT THE SOUTHEAST ALASKA POWER AGENCY TO REFUND FOR SAVINGS ITS OUTSTANDING 2009 BONDS; AND ESTABLISHING AN EFFECTIVE DATE

**WHEREAS**, The Southeast Alaska Power Agency (the “Agency”) is a joint action agency formed under the authority of AS 42.45.300-.320 by the City of Ketchikan d/b/a Ketchikan Public Utilities, the City and Borough of Wrangell d/b/a City of Wrangell Light Department, and the Petersburg Borough, as successor in interest to the City of Petersburg, d/b/a Petersburg Municipal Power & Light (each, a “Member Utility”); and

**WHEREAS**, the Agency issued electric revenue bonds in 2009 (the “2009 Bonds”) and 2015 (the “2015 Bonds”) with the cooperation of the Member Utilities; and

**WHEREAS**, the Agency has determined that it can achieve debt service savings for the benefit of the Member Utilities by refunding the outstanding 2009 Bonds; and

**WHEREAS**, for that refunding purpose, the Agency has proposed to issue its Electric Revenue Refunding Bond, Series 2019, through the Alaska Municipal Bond Bank (the “Bond Bank”) in a principal amount not to exceed \$5,590,000 (the “2019 Bond”); and

**WHEREAS**, to permit the Agency to issue the 2019 Bond to refund the 2009 Bonds, the Agency has requested that each of the Member Utilities provide and certify to certain information relating to the operation of its electric utility, as described in this resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Assembly of the City and Borough of Wrangell, Alaska, as follows:

**Section 1.** To permit the Agency to refund for savings its outstanding Electric Revenue Refunding Bonds, Series 2009, the Mayor, Borough Manager, Finance Director, Borough Attorney, and other appropriate officers of the City & Borough of Wrangell are each authorized and directed to provide to the Agency and certify, as necessary, information about the Wrangell Light Department relating to the Long-Term Power Sales Agreement (“PSA”) between the Wrangell Light Department and the Agency. In particular, an appropriate officer of the City & Borough of Wrangell is authorized to execute on behalf of the City & Borough of Wrangell a certificate as to such information in substantially the form presented to this Assembly and to provide such additional certifications as in their judgment may be necessary or desirable to assist the Agency with its plan of refunding to provide debt service savings that will benefit the City & Borough of Wrangell. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

**Section 2.** This resolution shall be in full force and effect immediately upon adoption.

**ADOPTED** this 26<sup>th</sup> day of March, 2019.

CITY & BOROUGH OF WRANGELL

---

Stephen Prysunka, Mayor

ATTEST:

---

Kim Lane, MMC, Borough Clerk

**AMENDED AND RESTATED INDENTURE OF TRUST**

by and between

**THE SOUTHEAST ALASKA POWER AGENCY**

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

*as Trustee*

related to

**The Southeast Alaska Power Agency**

**Electric Revenue Improvement and Refunding Bonds, Series 2015**

**Electric Revenue Refunding Bonds, Series 2019**

Dated May \_\_, 2019



# TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS ..... 3
Section 1.1	Definitions ..... 3
Section 1.2	Rules of Construction ..... 13
Section 1.3	Indenture to Constitute Contract..... 13
Section 1.4	Indenture a “Security Agreement ..... 13
ARTICLE II	THE BONDS ..... 13
Section 2.1	Authority for and Issuance of Bonds ..... 13
Section 2.2	Terms of the 2015 Bonds..... 14
Section 2.3	Terms of the 2019 Bond ..... 15
Section 2.4	Execution; Limited Obligations..... 16
Section 2.5	Authentication..... 16
Section 2.6	Form of 2019 Bond..... 16
Section 2.7	Delivery of 2019 Bond ..... 16
Section 2.8	Mutilated, Lost, Stolen, or Destroyed Bonds ..... 17
Section 2.9	Transfer and Exchange of Bonds; Persons Treated as Owners ..... 18
Section 2.10	Required Information in Bond Form ..... 18
Section 2.11	Cancellation ..... 18
Section 2.12	Book-Entry Bonds ..... 19
Section 2.13	Payments and Notices to Securities Depository ..... 20
Section 2.14	Additional Bonds ..... 20
Section 2.15	Proof of Ownership..... 21
ARTICLE III	APPLICATION OF 2019 BOND PROCEEDS AND PLAN OF REFUNDING ..... 22
Section 3.1	Application of 2019 Bond Proceeds ..... 22
Section 3.2	Application of Other Indenture Funds ..... 22
Section 3.3	Defeasance and Redemption of Refunded Bonds..... 22
ARTICLE IV	REVENUES AND FUNDS..... 22
Section 4.1	Creation of Funds ..... 22
Section 4.2	Revenue Fund ..... 23
Section 4.3	Bond Fund ..... 24
Section 4.4	Bond Reserve Fund..... 24
Section 4.5	Rebate Fund ..... 25
Section 4.6	R&R Fund..... 26
Section 4.7	Rate Stabilization Fund..... 26
Section 4.8	Investment of Funds; Valuation of Funds ..... 27
Section 4.9	Additional Funds and Accounts..... 28
Section 4.10	Repayment to the Agency from Amounts Remaining in Any Funds ..... 28
Section 4.11	Trust Estate to Be Held for All Bondholders..... 28
ARTICLE V	REDEMPTION OF BONDS ..... 29
Section 5.1	2015 Bonds ..... 29
Section 5.2	2019 Bond..... 30
Section 5.3	Additional Bonds ..... 30
Section 5.4	Extraordinary Redemption from Insurance or Condemnation Proceeds ..... 30

# TABLE OF CONTENTS

## (Continued)

	Page
Section 5.5 Notice of Redemption.....	30
Section 5.6 Selection of Bonds for Redemption.....	32
Section 5.7 No Partial Redemption After Default .....	32
Section 5.8 Effect of Redemption.....	32
Section 5.9 Purchase.....	32
ARTICLE VI SUBORDINATE DEBT.....	32
Section 6.1 Subordinate Debt .....	32
ARTICLE VII GENERAL COVENANTS .....	33
Section 7.1 Payment of Principal, Premium, if any, and Interest .....	33
Section 7.2 Performance of Covenants; Legal Authorization .....	33
Section 7.3 Revenues and Assignment of Revenues .....	34
Section 7.4 Recording and Filing .....	34
Section 7.5 Books and Records .....	34
Section 7.6 Bond Register .....	34
Section 7.7 Tax Covenant.....	34
Section 7.8 Limitations on Indebtedness .....	34
Section 7.9 Enforcement of Agency's Obligations .....	34
Section 7.10 Covenants of Corporate Existence.....	35
Section 7.11 Insurance.....	35
Section 7.12 Rates and Charges.....	35
Section 7.13 Continuing Disclosure .....	36
Section 7.14 Sale, Transfer, Disposition or Assignment of Assets .....	36
Section 7.15 Permitted Operating Contracts .....	37
Section 7.16 Maintenance of Facilities; Management.....	37
Section 7.17 Required Repairs .....	37
Section 7.18 Enforcement of Power Sales Agreement.....	37
Section 7.19 Damage, Destruction and Condemnation .....	37
ARTICLE VIII EVENTS OF DEFAULT; REMEDIES.....	38
Section 8.1 Events of Default .....	38
Section 8.2 Notice and Opportunity to Cure Certain Defaults .....	38
Section 8.3 Acceleration.....	38
Section 8.4 Remedies; Rights of Bondholders .....	38
Section 8.5 Direction of Proceedings by Bondholders .....	40
Section 8.6 Application of Money.....	40
Section 8.7 Remedies Vested in Trustee .....	42
Section 8.8 Rights and Remedies of Bondholders.....	42
Section 8.9 Termination of Proceedings.....	42
Section 8.10 Waiver of Events of Default .....	43
Section 8.11 Agency's Rights of Possession and Use of its Property .....	43
Section 8.12 Waiver of Redemption; Effect of Sale of Trust Estate .....	43
Section 8.13 Notice of Default .....	43
Section 8.14 Preservation of FERC Rights.....	43

## TABLE OF CONTENTS

		Page
ARTICLE IX	TRUSTEE.....	44
Section 9.1	Acceptance of the Trusts .....	44
Section 9.2	Compensation and Expenses of Trustee .....	46
Section 9.3	Notice to Bondholders .....	46
Section 9.4	Good Faith Reliance .....	46
Section 9.5	Dealings in Bonds .....	47
Section 9.6	Intervention by Trustee .....	47
Section 9.7	Successor Trustee by Merger or Consolidation .....	47
Section 9.8	Trustee Required Eligibility .....	47
Section 9.9	Resignation of Trustee; Removal of the Trustee .....	47
Section 9.10	Appointment of Successor Trustee by the Bondholders; Temporary Trustee .....	48
Section 9.11	Judicial Appointment of Successor Trustee.....	48
Section 9.12	Concerning Any Successor Trustees .....	49
Section 9.13	Successor Trustee as Trustee of Funds, Paying Agent and Registrar.....	49
ARTICLE X	SUPPLEMENTAL INDENTURES .....	49
Section 10.1	Supplemental Indentures Not Requiring Consent of Bondholders.....	49
Section 10.2	Supplemental Indentures Requiring Consent of Bondholders.....	50
ARTICLE XI	DISCHARGE AND DEFEASANCE.....	51
Section 11.1	Discharge .....	51
Section 11.2	Liability of Agency Not Discharged.....	52
Section 11.3	Defeasance .....	52
Section 11.4	When Refunding Is Not Permitted .....	53
ARTICLE XII	MISCELLANEOUS .....	53
Section 12.1	Springing Amendments .....	53
Section 12.2	Limitation of Rights.....	54
Section 12.3	Notices .....	54
Section 12.4	Counterparts.....	55
Section 12.5	Governing Law .....	55
Section 12.6	Additional Notices to Rating Agencies .....	55
Section 12.7	Unclaimed Money .....	55
Section 12.8	Holidays .....	56
Section 12.9	Severability .....	56

## EXHIBITS

<b>Exhibit A</b>	<b>Form of Requisition – 2019 Costs of Issuance Account</b>
<b>Exhibit B</b>	<b>Form of 2019 Bond</b>
<b>Exhibit C</b>	<b>Projects Asset List</b>

## AMENDED AND RESTATED INDENTURE OF TRUST

THIS AMENDED AND RESTATED INDENTURE OF TRUST, made and dated this May \_\_, 2019 (the “Indenture”), by and between The Southeast Alaska Power Agency, a joint action agency duly authorized and existing under the laws of the State of Alaska (the “Agency”), and Wells Fargo Bank, National Association, a national banking association duly organized under the laws of the United States and being duly qualified to accept and administer the trusts created hereby, as trustee (the “Trustee”), amends and restates an Indenture of Trust, dated as of February 1, 2009 (the “Original Indenture”), by and between the Agency and the Trustee, as amended and supplemented by a First Supplemental Indenture of Trust, dated as of May 1, 2015 (the “2015 Supplemental Indenture”), by and between the Agency and the Trustee; and

### WITNESSETH:

WHEREAS, the Agency was formed under the authority of AS 42.45.300-.320, and its current members include the City of Ketchikan d/b/a Ketchikan Public Utilities, the City and Borough of Wrangell d/b/a City of Wrangell Light Department, and the Petersburg Borough, as successor in interest to the City of Petersburg, d/b/a Petersburg Municipal Power & Light (collectively, the “Purchasing Utilities”); and

WHEREAS, the Agency is authorized by AS 42.45.310(c)(4), to issue and sell revenue bonds in accordance with the provisions of AS 42.45.310, and to secure the payment of such bonds as provided in AS 42.45.310; and

WHEREAS, as authorized by Resolution No. 2008-22, adopted by the Agency’s Board of Directors (the “Board”) on December 22, 2008, and pursuant to the Original Indenture, the Agency issued its Electric Revenue Refunding Bonds, Series 2009, in the initial aggregate principal amount of \$16,495,000 (the “2009 Bonds”); and

WHEREAS, as authorized by Resolution No. 2015-058, adopted by the Board on March 26, 2015, and pursuant to the 2015 Supplemental Indenture, the Agency issued its Electric Revenue Improvement and Refunding Bonds, Series 2015, in the initial aggregate principal amount of \$10,295,000 (the “2015 Bonds”), a portion of which refunded the 2009 Bonds maturing in 2028; and

WHEREAS, the 2009 Bonds that remain outstanding include the following:

Maturity Year (June 1)	Amount	Interest Rate
2021	\$ 2,605,000	4.50%
2024	2,985,000	5.125

; and

WHEREAS, the Original Indenture provides that the Agency may call these outstanding 2009 Bonds for redemption, in whole or in part, on June 1, 2019, or any date thereafter, at a redemption price equal to 100% of the principal amount (or portions thereof) to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, pursuant to Section 2.14 of the Original Indenture, the Agency may issue Additional Bonds to refund Outstanding Bonds upon the satisfaction of certain conditions found therein; and

WHEREAS, pursuant to Section 10.1 of the Original Indenture, the Agency and the Trustee, without the consent of, or notice to, any of the Bondholders, may enter into a supplemental indenture with the Trustee (i) to provide for the issuance of Additional Bonds for such a refunding purpose, (ii) to provide for the issuance of a certificated Bond, and (iii) in the course of amending and restating the Original Indenture, as amended by the 2015 Supplemental Indenture, to cure ambiguities or formal defects or omissions and to make changes that do not materially adversely affect the rights of any Bondholders and do not involve a change described in Section 10.2 of the Original Indenture requiring consents of specific Bondholders; and

WHEREAS, by Resolution No. 2019-\_\_\_, adopted on March \_\_, 2019 (the “2019 Bond Resolution”), the Board has authorized the Agency (i) to issue to the Alaska Municipal Bond Bank (the “Bond Bank”) a revenue bond to evidence a loan to the Agency from the Bond Bank in an amount sufficient, together with other funds of the Agency, to refund the outstanding 2009 Bonds (the “Refunded Bonds”), and (ii) to enter into a supplemental indenture with the Trustee pursuant to which that revenue bond would be issued as an Additional Bond (as further described herein, the “2019 Bond”), on a parity of lien with the 2015 Bonds, as permitted under the Original Indenture, as amended by the 2015 Supplemental Indenture, and as provided herein; and

WHEREAS, the 2015 Supplemental Indenture provided for certain amendments to the Original Indenture that could become effective, without the consent of the owners of the 2015 Bonds, when no 2009 Bonds remain Outstanding; and

WHEREAS, as authorized by the 2019 Bond Resolution, all of the springing amendments provided for in the 2015 Supplemental Indenture are incorporated in this Indenture, as described in Section 12.1, and will become effective upon the issuance of the 2019 Bond and the defeasance of the Refunded Bonds; and

WHEREAS, all things necessary to make the 2019 Bond, when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding and legal limited obligation of the Agency according to the import thereof, have been done and performed;

NOW, THEREFORE, this Indenture of Trust amends and restates the Original Indenture and the 2015 Supplemental Indenture, and

IN ADDITION, WITNESSETH that to secure the payment of principal of, premium, if any, and interest on the 2019 Bond according to its true intent and meaning, and all other amounts due from time to time under this Indenture, including amounts due to the Trustee, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained in the Bonds, this Indenture, and the Bond Documents, and to declare the terms and conditions upon and subject to which all Bonds are and intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the 2019 Bond by the purchaser thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency has executed and delivered this Indenture and absolutely and irrevocably hereby pledges and assigns to the Trustee and to its successors in trust, as trustee for all Bondholders, on the basis set

forth herein, and its and their assigns, all right, title and interest of the Agency in and to the Trust Estate as defined in Article I;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

(a) for the equal and proportionate benefit, security and protection of all Bonds, subject to the provisions of Section 4.11;

(b) for the enforcement of the payment of the principal of, premium, if any, and interest on the Bonds, and all other amounts due from time to time under this Indenture, including those due to the Trustee, when payable, according to the true intent and meaning thereof and of this Indenture; and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Indenture and the other Bond Documents;

in each case, without preference priority or distinction, as to lien or otherwise except as provided in Section 4.11, of any one Bond over any other by reasons of designation, number, date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that each Bond and all Bonds have the same right, lien and privilege under this Indenture and are secured equally and proportionately by this Indenture, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of the actual issue, sale or disposition of the Bonds, as though up to that date all of the Bonds were actually issued, sold and delivered to purchasers for value; provided however that, upon satisfaction of and in accordance with the provisions of Article XI, the rights assigned hereby shall cease, determine and be void to the extent described therein; otherwise, such rights shall be and remain in full force and effect;

PROVIDED, FURTHER, that the pledge of the right, title and interest of the Agency in and to the Trust Estate is given subject to the right of the Agency to issue or make Additional Bonds secured by the Trust Estate on a parity basis with the Bonds; and

IT IS DECLARED that all Bonds issued under and secured by this Indenture are to be issued, authenticated and delivered, and that all Revenues assigned or pledged hereby are to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Indenture; and the Agency has agreed and covenanted, and agrees and covenants with the Trustee and with each and all Bondholders, as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.1 Definitions.** Unless the context requires otherwise, the terms defined in this section shall, for all purposes of this Indenture and of any Indenture supplemental hereto and of any



certificate, opinion or other document mentioned herein, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms defined:

“Acceleration Declaration” has the meaning given that term in Section 8.3.

“Accountant” or “accountant” means an independent individual or firm that is nationally-recognized as having expertise with respect to electric power projects comparable to the Projects at the time retained to carry out the duties and responsibilities required of certified public accountants licensed to practice in the State from time to time selected and approved by the Agency.

“Act” means, Alaska Statutes 42.45.300 through 42.45.320, as amended.

“Additional Bonds” means, collectively, the additional parity bonds, notes or other obligations of the Agency authorized to be issued or made pursuant to Section 2.14.

“Agency” means The Southeast Alaska Power Agency, a joint action agency formed pursuant to AS 42.45.300-.320 (formerly known as The Four Dam Pool Power Agency), and its legal successors and assigns and any surviving, resulting or transferee entity, which functions as a political subdivision in the acquisition and ownership of the Projects under the agreement required by AS 42.45.310.

“Aggregate Principal Amount” means the total principal amount of Bonds Outstanding from time to time.

“Annual Debt Service” means, with respect to any series of Bonds for any particular period, an amount equal to the sum of:

(a) the interest payable during such period on all Outstanding Bonds of that series, plus

(b) the principal payable during such period on all Outstanding Bonds of that series, whether by maturity or mandatory sinking fund redemption;

provided however, that with respect to any Variable Rate Bonds bearing interest at rates that cannot be ascertained for such period, it shall be assumed that such series of Variable Rate Bonds will bear interest at a rate per annum equal to the average of the Securities Industry and Financial Markets Association Municipal Swap Index (or, if such index is not available, its successor or a comparable high-grade market index comprised of tax-exempt variable rate demand obligations) for the ten years prior to the date of calculation plus 1.50%.

“Approving Opinion” means an opinion or opinions of Bond Counsel that an action being taken (i) is authorized by applicable law and this Indenture, and (ii) will not adversely affect the tax-exempt status of any Tax-Exempt Bonds.

“Attesting Officer” means the Secretary or Treasurer of the Board.

“Authorized Denomination” means, with respect to the 2015 Bonds, \$5,000 or any integral multiple thereof, and with respect to any other Bonds, the amount specified in the Supplemental Indenture authorizing the issue of such Bonds.

“Authorized Representative” means, (a) with respect to the Trustee, any trust officer thereof; and (b) with respect to the Agency, the Chair of its Board, its Chief Executive Officer, or any other person(s) designated by resolution of its Board as an authorized representative of the Agency.

“Bankruptcy Law” means Title 11 of the United States Code, as it is amended from time to time and any successor to or replacement of such Title and other applicable federal or state bankruptcy, insolvency or other similar law.

“Base Period” means any twelve consecutive months out of the most recent 24 months preceding the delivery of a series of Additional Bonds proposed to be issued.

“Board” means the board of directors in which the powers of the Agency are vested.

“Bond Bank” means the Alaska Municipal Bond Bank.

“Bond Counsel” means Stradling Yocca Carlson & Rauth, a Professional Corporation, or another attorney or firm of attorneys selected by the Agency and experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“Bond Documents” means, collectively, this Indenture, the Bonds, the UCC Financing Statements and the other documents, instruments and agreements entered into by Agency and Trustee in connection with the Bonds.

“Bond Fund” means the Bond Fund created and established in Section 4.3.

“Bondholder,” “holder,” or “owner” means the Person who owns a Bond, provided that, pursuant to Section 2.9, the Person in whose name a Bond is registered in the Bond Register shall be regarded for all purposes as such owner.

“Bond Register” means the registration records of the Agency kept by the Trustee to evidence the registration and transfer of Bonds.

“Bond Reserve Fund” means the Bond Reserve Fund created and established in Section 4.4.

“Bond Reserve Requirement” means, with respect to the Bonds, an amount equal to the Tax Maximum for the Bonds calculated as of the date of issuance of each series of Bonds.

“Bonds” means the 2015 Bonds, the 2019 Bond, and any Additional Bonds issued pursuant to this Indenture.

“Book-Entry Bonds” means Bonds registered in the name of the Securities Depository as the registered owner thereof pursuant to the terms and provisions of Section 2.12.

“Business Day” means a day that is not (i) a Saturday, Sunday or legal holiday on which banking institutions in the State, the State of New York, or the state in which the Principal Office of the Trustee is located are authorized by law to close, (ii) a day on which the New York Stock Exchange is closed.

“Closing Date” means May \_\_, 2019, the date of the issuance and delivery of the 2019 Bond.

“Code” when used with reference to this Indenture means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such sections that are applicable to the Bonds or the use of the proceeds thereof.

“Conditional Redemption” means a redemption where the Agency has stated in the redemption notice to the Trustee that (a) the redemption is conditioned upon deposit of funds or (b) the Agency has retained the right to rescind the redemption, as further described in Section 5.5.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement by the Agency relating to the 2015 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Dated Date” means the date of original issuance and delivery of each series of Bonds.

“Deed of Trust” means the First Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of May 1, 2015, which the Trustee is authorized to reconvey to the Agency and release from the Trust Estate, as provided for by Section 6.1(a) of the 2015 Supplemental Indenture and authorized by Section 12.1(a).

“Default Declaration” has the meaning given that term in Section 9.1(g).

“DTC” means The Depository Trust Company, New York, New York, and its successors.

“Escrow Agent” means Wells Fargo Bank, National Association, in its capacity as Escrow Agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Deposit Agreement, dated the Closing Date, between the Agency and the Escrow Agent, pursuant to which certain proceeds of the 2019 Bond and other funds of the Agency will be deposited and used to defease and redeem the Refunded Bonds.

“Event of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceedings) by or against the Agency, as debtor, under Bankruptcy Law.

“Event of Default” means with respect to this Indenture, an Event of Default specified in Section 8.1.

“Facilities” means, collectively, all tangible real and personal property owned by the Agency whether now existing or hereafter constructed, installed or acquired.

“Firm Wholesale Power Rate” has the meaning set forth in the Power Sales Agreement.

“Fiscal Year” means the fiscal year of the Agency, initially the 12-month period ending on June 30 of each year.

“Fund” means (a) any of the funds established pursuant to this Indenture and held by the Trustee (other than the Rebate Fund) and all accounts created within such funds, and (b) any other Fund designated as such with respect to a series of Bonds.

“Government Obligations” means noncallable direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America.

“Immediate Notice” means notice by telephone, electronic mail, telex or telecopy to such address as the addressee shall have directed in writing, promptly followed by written notice by first class mail, postage prepaid; provided, however, that if any Person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, electronic mail, telex or telecopy number of an addressee, Immediate Notice shall mean written notice by first class mail, postage prepaid.

“Indenture” means this Amended and Restated Indenture of Trust, between the Agency and the Trustee, as it may from time to time be amended or supplemented.

“Interest Account” means the Interest Account of the Bond Fund created and established in Section 4.3.

“Interest Payment Date” means (a) for the 2015 Bonds, each June 1 and December 1, commencing on December 1, 2015, (b) for the 2019 Bond, each \_\_\_\_ 1 and \_\_\_\_ 1, commencing on June 1, 2019, (c) for any Additional Bonds, the days designated in the Supplemental Indenture authorizing such Additional Bonds, (d) for Bonds subject to redemption in whole or in part on any date, the date fixed for such redemption, and (e) for all Bonds any date determined pursuant to Section 8.3.

“Issuance Costs” means the fees and expenses of issuance and sale of the Bonds permitted by the Act, including, but not limited to, the following:

(a) Expenses incurred by the Agency in connection with the issuance and sale of the Bonds and in connection with the preparation and execution of the Indenture and any amendments or supplements thereto, the fees and expenses of the Trustee in connection with the issuance of the Bonds, underwriting discount, credit enhancement fees, and legal, underwriting, consulting and accounting fees and expenses and printing, photocopying and engraving costs.

(b) Any sums required to reimburse the Agency for advances made by it for any of the above items.

“Loan Agreement” means the Loan Agreement dated as of April \_\_, 2019, between the Agency and the Bond Bank providing for the sale of the 2019 Bond to the Bond Bank.

“Maximum Annual Debt Service” means the greatest Annual Debt Service calculated on all Bonds Outstanding on the date of calculation.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, for the purpose of the definition of Permitted Investments only, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Agency by notice to the Trustee.

“Net Proceeds” means the proceeds from insurance with respect to the Projects, less any costs reasonably expended by the Agency to receive such proceeds.

“Net Revenues” means, for any period, Revenues during such period, less Operation and Maintenance Expenses payable during such period. In calculating Net Revenues, the Agency shall not take into account any non-cash gains or losses with respect to any real or personal property, investment or agreement that it may be required to recognize under generally accepted accounting principles, such as unrealized mark-to-market gains and losses.

“Officer’s Certificate” means a certificate signed by the chair of the Board or the president or chief executive officer, or the chief financial officer, who is authorized to bind the Agency.

“Operation and Maintenance Expenses” means the expenses of owning, operating and maintaining the Projects in good repair, working order and condition as “expenses” are interpreted under generally accepted accounting principles applicable to utilities like the Agency and also include taxes, but exclude interest, amortization and depreciation expenses and costs of capital additions or capital replacements.

“Outstanding,” “Bonds outstanding” or “outstanding Bonds” when used with reference to Bonds means, as of any given date, all Bonds that have been duly authenticated and delivered under this Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

- (b) Bonds for the payment or redemption of which cash or Government Obligations shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in accordance with Article XI;

- (c) Bonds no longer deemed to be outstanding as provided in Section 11.1;

- (d) Bonds in lieu of which other Bonds have been authenticated under Section 2.8 or Section 2.9; and

- (e) For the purpose of all consents, approvals, waivers and notices required to be obtained or given hereunder, Bonds registered in the name of the Agency.

“Participant” means those broker-dealers, banks and other financial institutions reflected on the books of the Securities Depository.

“Permitted Investments” means, to the extent such are legal investments for the Agency under laws of the State and the Agency’s investment policy for money held hereunder and subject to Section 4.8(a):

- (a) Obligations of the United States or of an agency or instrumentality of the United States;

- (b) repurchase and reverse repurchase agreements secured by the Treasury of the United States or obligations of an agency or instrumentality of the United States;

- (c) certificates of deposit, banker’s acceptances, and other similar obligations of a bank domiciled in the United States that has on the date of purchase:

(1) outstanding debt rated Aa or AA or higher by at least one of the nationally recognized rating services, including dollar-denominated obligations issued by a United States branch of a foreign bank if the debt of the parent is rated A or higher; and

(2) a combined capital and surplus aggregating at least \$500,000,000;

(d) commercial paper and other short-term taxable instruments that maintain the highest rating by at least two nationally recognized rating services on the date of purchase;

(e) obligations of a corporation domiciled in the United States or obligations of a municipality if the obligations are rated on the date of purchase Aa or AA or higher by at least two nationally recognized rating services;

(f) certificates of deposit issued by a state or federally chartered financial institution that is a commercial or mutual bank, savings and loan association, or credit union, but only if and to the extent that the institution's accounts are insured through the appropriate federal insuring agency of the United States, unless the institution meets the requirements of (c) of this section;

(g) money market funds in which the securities of the fund consist of obligations listed above; and

(h) any other investment permitted under the Agency's investment policy, as amended from time to time in writing, that will not adversely affect the ratings of the Outstanding Bonds.

Provided that it is expressly understood that the definition of Permitted Investments shall be, and be deemed to be, expanded, or new definitions and related provisions may be added to this Indenture by a Supplemental Indenture, thus permitting investments with different characteristics from those permitted above that the Agency deems from time to time to be in the interest of the Agency to include as Permitted Investments if at the time of inclusion such inclusion will not, in and of itself, adversely affect the rating on the Outstanding Bonds.

"Person" or "person" means an individual, corporation, firm, association, partnership, limited liability company, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Power Sales Agreement" means the Long-Term Power Sales Agreement between the Purchasing Utilities and the Agency, effective February 24, 2009, as the same may be hereafter amended, supplemented or restated from time to time in accordance with its terms by agreement of the parties thereto.

"Principal Account" means the Principal Account of the Bond Fund created and established in Section 4.3.

"Principal Office" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, initially in the State of [Colorado] at the address specified in Section 12.3, or such additional offices as may be designated by the Trustee.



“Principal Payment Date” means (i) with respect to the 2015 Bonds, June 1 of each year until the 2015 Bonds are paid in full, whether at maturity or upon prior redemption, (ii) with respect to the 2019 Bond, \_\_\_\_\_ 1 of each year, commencing on \_\_\_\_\_ 1, 2020; and (iii) with respect to any Additional Bonds, the date specified in the Supplemental Indenture authorizing such Additional Bonds.

“Professional Utility Consultant” means the independent person(s) or firm(s) selected by the Agency and having a favorable reputation for skill and experience in such of the following as are relevant to the purposes for which they are retained: engineering and operations and the design of rates for hydroelectric systems of comparable size and character to the Projects.

“Projects” means the Swan Lake Hydroelectric Project and the Tyee Lake Hydroelectric Project, related auxiliary facilities and assets including, without limitation, all generation, transmission and substation facilities associated with each such project, either individually or collectively. “Projects” also includes the Swan-Tyee Intertie facilities and assets described in the Projects Asset List attached as Exhibit C hereto.

“Projects Assets” means all of the real and personal property, contracts, contract rights and other rights and interests that make up the Projects, whether now existing or hereafter created or acquired, including those described in the Projects Asset List attached as Exhibit C hereto.

“Prudent Utility Practice” means, at a particular time, those practices, methods, equipment and acts then engaged in or approved by a significant portion of the electric utility industry and commonly used in utility engineering and operations to design, construct, operate and maintain equipment similar to the Projects equipment consistent with good business practices, economy, reliability, safety and expedition, having due regard for applicable codes.

“Purchaser” means, with respect to the 2019 Bond, the Bond Bank, and with respect to any Additional Bonds, the initial purchaser of such Additional Bonds.

“Purchasing Utilities” means the City of Ketchikan d/b/a Ketchikan Public Utilities, the City and Borough of Wrangell d/b/a City of Wrangell Light Department, and the Petersburg Borough, as successor in interest to the City of Petersburg, d/b/a Petersburg Municipal Power & Light.

“R&R Fund” means the Renewal and Replacement Fund established in Section 4.6.

“R&R Fund Requirement” means, on the Closing Date, \$1,000,000, and thereafter, the amount, if any, designated by the Agency pursuant to Section 4.6(b).

“Rate Stabilization Fund” means the Rate Stabilization Fund authorized to be established in Section 4.7.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds at the request of the Agency and currently, with respect to the 2015 Bonds, means S&P.

“Rebate Fund” means the Rebate Fund created in Section 4.5.

“Record Date” means with respect to the 2019 Bond, the date that is the fifteenth day of the month next preceding the month in which each Interest Payment Date occurs, whether or not a Business Day.

“Representation Letter” means the Blanket Agency Letter of Representations executed by the Agency and filed and accepted by the Securities Depository.

“Reserve Credit Facility” means any reserve insurance policy, line of credit, guaranty, surety bond or similar credit facility or credit enhancement device issued irrevocably by an institution that had when purchased and maintains a long-term credit rating of at least A-1 or A+ or equivalent from at least two nationally-recognized rating agencies, at least one of which ratings is A-1 by Moody’s or A+ by S&P, providing during its term for the immediate and full payment to the Trustee, up to a stated maximum amount, for the purpose of providing amounts necessary to be drawn from the Bond Reserve Fund or R&R Fund.

“Revenues” means all income (including investment income) and revenues related to the Projects including, but not limited to, amounts received pursuant to the Power Sales Agreement and withdrawals from the Rate Stabilization Fund. However, Revenues shall not include: (1) principal proceeds of Bonds or any other borrowings, or earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Bonds (until commingled with other earnings and revenues included in Revenues) or held in the Rebate Fund; (2) income and revenue that may not legally be pledged for revenue bond debt service; (3) federal or state grants allocated to capital projects; (4) payments under bond insurance or other credit enhancement policy or instrument; (5) insurance or condemnation proceeds used for the replacement of capital projects or equipment; or (6) deposits into the Rate Stabilization Fund.

“Revenue Fund” means the Revenue Fund created in Section 4.2.

“Rule 15c2-12” means Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” means the Securities and Exchange Commission.

“Securities Depository” means DTC or any successor securities depository appointed pursuant to Section 2.12.

“S&P” means S&P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns.

“State” means the State of Alaska.

“Subordinate Debt” means obligations of the Agency issued in accordance with Article VI.

“Subordinate Debt Fund” means the Subordinate Debt Fund authorized in Section 6.1.

“Supplemental Indenture” means an amendment or supplemental to this Indenture that is authorized under Article X.

“Tax Certificate” means the Tax Certificate, by and between the Agency and the Trustee, and delivered by the Agency in connection with the initial issuance and delivery of the Tax-Exempt Bonds, as modified from time to time pursuant to its terms.

“Tax-Exempt Bonds” means the 2015 Bonds, the 2019 Bond, and any Additional Bonds the interest of which is exempt from the Bondholder’s gross income under federal law in the opinion of Bond Counsel.

“Tax Maximum” means the least of the greatest amount of Annual Debt Service required to be paid in any Fiscal Year on the Bonds; 125% of the average amount of Annual Debt Service required to be paid on the Bonds during all Fiscal Years or portions thereof in which the Bonds will be Outstanding, or, ten percent of the aggregate original stated principal amounts of each series of Bonds (provided, however, that with respect to any series of the Bonds that has more than a de minimis amount of original issue discount or premium, as defined in Section 1.148-1(b) of the Treasury Regulations, the issue price of such series of Bonds will be used in lieu of its principal amount). The Tax Maximum as of the date of issue of the 2019 Bond is equal to \$\_\_\_\_\_. The Tax Maximum will change upon an issuance of any Additional Bonds.

“Trust Estate” means:

- (a) Revenues; and
- (b) The Bond Fund, the Bond Reserve Fund, the Subordinate Debt Fund, the Revenue Fund, the Rate Stabilization Fund and the R&R Fund and accounts established thereunder and all investment earnings thereon and money, securities and obligations therein (subject to disbursements from any such Fund or account upon the conditions set forth in this Indenture); and
- (c) The Agency’s rights and interests in the Power Sales Agreement; and
- (d) All other Agency revenues related to the Projects, including without limitation, insurance and condemnation proceeds; in each case subject to disbursement in accordance with the provisions of this Indenture.

“Trustee” means Wells Fargo Bank, National Association, or any successor trustee under this Indenture.

“UCC” means Chapter 45.29, Alaska Statutes.

“Valuation Date” has the meaning given that term in Section 4.8(g).

“Variable Rate Bonds” means, as of any date of calculation, Bonds the terms of which on such date of calculation are such that interest thereon for any future period of time is expressed to be calculated at a rate that is not susceptible of a precise determination.

“Written Request” means, with reference to the Agency, a request in writing signed by an Authorized Representative.

“2009 Bonds” means the Agency’s Electric Revenue Refunding Bonds, Series 2009, dated February 24, 2009, issued in the original aggregate principal amount of \$16,495,000.

“2015 Bonds” means the Agency’s Electric Revenue Improvement and Refunding Bonds, Series 2015, dated May 6, 2015, issued in the original aggregate principal amount of \$\_\_\_\_\_.

“2019 Bond” means the Agency’s Electric Revenue Refunding Bond, Series 2019, authorized to be issued under this Indenture in the principal amount of \$\_\_\_\_\_.

“2019 Costs of Issuance Account” means the 2019 Costs of Issuance Account of the Bond Fund created and established in Section 4.3.

**Section 1.2 Rules of Construction.** Unless the context otherwise requires:

- (a) An accounting term not otherwise defined herein has the meaning assigned to it in accordance with generally accepted accounting principles;
- (b) References to Articles and Sections are to the Articles and Sections of this Indenture;
- (c) Words of the masculine gender are deemed and construed to include correlative words of the feminine and neuter genders;
- (d) Unless the context otherwise indicates, words importing the singular number include the plural and vice versa; and
- (e) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof, and shall not affect the meaning, construction or effect hereof.

**Section 1.3 Indenture to Constitute Contract.** In consideration of the purchase and acceptance of any or all of the Bonds by those who hold the same from time to time, and in consideration of the pledge, covenants and agreements herein set forth to be performed by or on behalf of the Agency, the provisions of this Indenture shall be part of the contract of the Agency with the owners of the Bonds, and shall be deemed to be and shall constitute contracts between the Agency, the Trustee and the owners from time to time of the Bonds. The pledge made in this Indenture and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Agency shall be for the equal benefit, protection and security of the owners of any and all of the Bonds. All of the Bonds shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Indenture.

**Section 1.4 Indenture a “Security Agreement.”** This Indenture shall be deemed a “security agreement” for purposes of the UCC. Notwithstanding any provision of law that may relieve transfers by governments, their subdivisions or agencies from the application of UCC or any other provision of law that would make the UCC inapplicable to the Agency, the parties agree that this Indenture, the other Bond Documents, and the Trust Estate shall be bound by and subject to the UCC.

## **ARTICLE II THE BONDS**

**Section 2.1 Authority for and Issuance of Bonds.** No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

There has heretofore been issued, under the Original Indenture, as amended and supplemented by the 2015 Supplemental Indenture, a series of Additional Bonds designated the “Southeast Alaska Power Agency Electric Improvement and Refunding Bonds, Series 2015” (the “2015 Bonds”). Terms of the 2015 Bonds are set forth in Section 2.2.

There is hereby authorized to be issued under this Indenture a series of Additional Bonds designated “The Southeast Alaska Power Agency Electric Revenue Refunding Bond, Series 2019” (the “2019 Bond”). The 2019 Bond shall be dated the Dated Date and issuable as a fully registered bond, without coupons, as a single bond in the principal amount of \$\_\_\_\_\_, lettered and numbered R-1. Terms of the 2019 Bond are set forth in Section 2.3.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The Trustee agrees to provide to any Bondholder, upon the written request of such Bondholder, information regarding the Interest Payment Dates, optional redemption provisions and interest rate or rates applicable to such Bondholder’s Bonds.

## **Section 2.2 Terms of the 2015 Bonds.**

The 2015 Bonds, issued as a series of Additional Bonds under the Original Indenture, as amended and supplemented by the 2015 Supplemental Indenture, remain outstanding under this Indenture, maturing on the following dates in the following amounts and bearing interest at the following rates per annum:

Maturity Date (June 1)	Principal Amount	Rate	CUSIP No. 84131Q
2025	\$ 965,000	5.250	BA5
2026	1,015,000	5.250	BB3
2027	1,065,000	5.250	BC1
2028	1,130,000	5.250	BD9
2029	1,110,000	5.250	BE7
2030	1,170,000	5.250	BF4
2033*	3,840,000	3.875	BJ6

\*Term Bond

Each 2015 Bond shall bear interest from its Dated Date until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the Indenture, whether upon maturity, redemption or otherwise. Interest shall be payable on each Interest Payment Date, except that if, as shown by the records of the Trustee, interest on such 2015 Bond shall be in default, any Bond issued in exchange for or upon the registration of transfer of such 2015 Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, from the Dated Date. Each 2015 Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest at the rates borne by such Bond from the date on which such principal or interest whether upon maturity, redemption or otherwise became due and payable. Interest on the 2015 Bonds shall be computed upon the basis of a year of 360 days consisting of twelve 30-day months.

Payment of interest on 2015 Bonds shall be paid by check mailed on the Interest Payment Date to the Person appearing on the Bond Register as the registered owner thereof as of the close of business of the Trustee on the Record Date at the address of such owner as it appears on the Bond Register. Payment of interest on any 2015 Bond shall be made to any owner of \$1,000,000 or more in Aggregate Principal Amount of 2015 Bonds as of the close of business of the Trustee on the Record Date by wire transfer to such owner on such Interest Payment Date upon written notice from such owner, received by Trustee not later than 15 days prior to such Record Date (any such written request shall remain in effect until rescinded in writing by such Bondholder), containing the wire transfer address within the continental United States to which such owner wishes to have such wire directed. Any applicable wire transfer fees shall be payable by the owner.

Payment of principal of 2015 Bonds shall be paid by check mailed on the Principal Payment Date to the Person appearing on the Bond Register as the registered owner thereof, in the manner provided above for the payment of interest.

### **Section 2.3 Terms of the 2019 Bond.**

The 2019 Bond shall be issued in the principal amount of \$\_\_\_\_\_, payable in installments as set forth below, together with interest on such installments from the date hereof or the most recent date to which interest has been paid or duly provided for, at the interest rates set forth below, on \_\_\_\_\_, 20\_\_\_\_, and on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 thereafter until payment of the principal sum has been made or duly provided for.

Principal Installment Payment Year (_____ 1)	Principal Installment Amount	Interest Rate
2020		
2021		
2022		
2023		
2024		

The 2019 Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates borne by the 2019 Bond from the date on which such principal, premium or interest whether upon maturity, redemption or otherwise became due and payable. Interest on the 2019 Bond shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

Payment of interest on the 2019 Bond shall be by check mailed on the Interest payment Date to the Person appearing on the Bond Register as the registered owner thereof as of the close of business of the Trustee on the Record Date at the address of such owner as it appears on the Bond Register. Payment of interest on the 2019 Bond shall be made to any owner of \$1,000,000 or more in Aggregate Principal Amount of the 2019 Bond as of the close of business of the Trustee on the Record Date by wire transfer to such owner on such Interest Payment Date upon written notice from such owner, received by Trustee not later than 15 days prior to such Record Date (any such request shall remain in effect until rescinded in writing by such Bondholder), containing the wire transfer address within the continental United States to which such owner wishes to have such wire directs. Any applicable wire transfer fees shall be payable by the owner.



Payment of principal on the 2019 Bond shall be by check mailed on the Principal Payment Date to the Person appearing on the Bond Register as the registered owner thereof, in the manner provided above for the payment of interest.

Notwithstanding the foregoing, for so long as the Bond Bank is the owner of the 2019 Bond, payments of principal of and interest on the 2019 Bond will be made to the Bond Bank in accordance with the Loan Agreement.

**Section 2.4 Execution; Limited Obligations.** The Bonds shall be executed in the name and on behalf of the Agency by the manual or facsimile signature of the Chair of its Board and attested by the manual or facsimile signature of the Attesting Officer of the Agency. If an officer who has signed any of the Bonds ceases to be such officer of the Agency before those Bonds have been authenticated by the Trustee or delivered or sold, such Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee, and delivered, and may be sold by the Agency, as though the person or persons who signed such Bonds had remained in office.

Subject to Section 4.11, all Bonds issued under this Indenture and at any time outstanding shall in all respects be equally and ratably secured hereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture, and shall all be equally and ratably secured hereby.

The Bonds and all payments to be made by the Agency thereon are limited obligations payable solely from the Trust Estate. The Bonds shall constitute a valid claim of the respective owners thereof against the Trust Estate, which is pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Bonds are not general obligations of the Agency, and under no circumstances shall the Bonds be payable from, nor shall the holders thereof have any rightful claims to, any income, revenues, funds or assets other than those pledged hereunder as security for the payment of the Bonds.

**Section 2.5 Authentication.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond has been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee shall insert the authentication date on each Bond authenticated hereunder. The certificate of authentication of the Trustee on any Bond shall be deemed to have been executed by it if signed by an authorized agent of the Trustee, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder.

**Section 2.6 Form of 2019 Bond.** The 2019 Bond shall be in substantially the form set forth in Exhibit B hereto with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee and the Agency.

**Section 2.7 Delivery of 2019 Bond.** Upon the execution and delivery of this Indenture, the Agency shall execute and deliver to the Trustee and the Trustee shall authenticate and, upon request of the Agency, deliver the 2019 Bond to the order of the Purchaser.

Prior to the delivery by the Trustee of the 2019 Bond to the order of the Purchaser, there shall be filed with or delivered to the Trustee:

(a) A copy, duly certified by an Authorized Representative of the Agency, of the 2019 Bond Resolution;

(b) An original executed counterpart of this Indenture, the Escrow Agreement, and the Tax Certificate;

(c) A request and authorization to the Trustee on behalf of the Agency and signed by an Authorized Representative of the Agency to authenticate and deliver the 2019 Bond to the Purchaser upon payment to or to the order of the Trustee, but for the account of the Agency, of the proceeds from the sale of the 2019 Bond;

(d) An opinion or opinions of Bond Counsel addressed to the Agency and the Trustee, to the effect that this Indenture, the Escrow Agreement, and the 2019 Bond have each been validly authorized, are binding and enforceable against the Agency, subject to bankruptcy and equitable principles, that the issuance of the 2019 Bond has been duly authorized and that interest on the 2019 Bond is not included in gross income for federal income tax purposes under the Code and is exempt from income taxation by the State of Alaska;

(e) Request for Reconveyance, UCC terminations and such other notices and closing certificates as the Trustee may reasonably require; and

(f) Such other closing documents and opinions of counsel as the Trustee may reasonably require.

**Section 2.8 Mutilated, Lost, Stolen, or Destroyed Bonds.** If any temporary or definitive Bond is mutilated, lost, stolen or destroyed, the Agency may execute and the Trustee may authenticate a new Bond of like form, tenor, date, maturity and denomination as that mutilated, lost, stolen or destroyed and bearing a number not contemporaneously outstanding; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Agency and the Trustee evidence of such loss, theft or destruction satisfactory to the Agency, and the Trustee, together with indemnity satisfactory to them. If any such Bond has matured or been called for redemption, instead of issuing a duplicate Bond the Agency may pay the same without surrender thereof. The Agency and the Trustee may charge the owner of such Bond for their reasonable fees and expenses in this connection.

All duplicate Bonds issued and authenticated pursuant to this Section shall constitute original contractual obligations of the Agency (whether or not lost, stolen or destroyed Bonds are at any time found by anyone) and shall be entitled to equal and proportionate rights and benefits hereunder as all other outstanding Bonds issued hereunder.

All Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies.

## **Section 2.9     Transfer and Exchange of Bonds; Persons Treated as Owners.**

(a)     Upon surrender for registration of transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the Agency shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of like date and tenor in Authorized Denominations of the same maturity for the Aggregate Principal Amount that the registered owner is entitled to receive bearing numbers not contemporaneously outstanding. Bonds may be exchanged at such times at such Principal Office of the Trustee upon surrender thereof together with an assignment duly executed by the registered owner thereof or such owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal Aggregate Principal Amount of Bonds of like date, maturity and tenor as the Bonds surrendered for exchange in any other Authorized Denomination bearing numbers not contemporaneously outstanding. The execution by the Agency of any Bond of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond.

(b)     No service charge shall be imposed upon the owner for any exchange or transfer of Bonds in the ordinary course. The Agency and the Trustee may, however, require payment by the Person requesting an exchange or transfer of Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption in part.

(c)     Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.9 shall be valid limited obligations of the Agency, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

(d)     The Agency and the Trustee may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond is overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(e)     The Trustee shall not be required to transfer or exchange such Bond after the mailing of notice calling such Bond for redemption.

**Section 2.10     Required Information in Bond Form.** On each date on which the Trustee authenticates and delivers a Bond, it shall complete the information required to be inserted by the Bond form and shall keep a record of such information.

**Section 2.11     Cancellation.** Any Bond surrendered for the purpose of payment, or retirement, or for exchange or transfer, or for replacement shall be canceled upon surrender thereof to the Trustee. If the Agency acquires any of the Bonds, the Agency must deliver such Bonds to the Trustee for cancellation, and the Trustee will cancel the same. Canceled Bonds may be destroyed by

the Trustee unless written instructions to the contrary are received from the Agency. Upon the date of final maturity or redemption of all Bonds, the Trustee will destroy any inventory of unissued certificates.

**Section 2.12 Book-Entry Bonds.** The 2015 Bonds were issued as Book-Entry Bonds. The 2019 Bond will not be issued as a Book-Entry Bond. Unless otherwise provided in the Supplemental Indenture authorizing their issuance, Additional Bonds will be issued as Book-Entry Bonds in accordance with the provisions of this Indenture.

Book-Entry Bonds will be initially issued in the form of a separate single fully registered Bond for each maturity of each series. Upon initial issuance, the ownership of such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in this Section 2.12, all outstanding Book-Entry Bonds will be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of the Securities Depository, or its nominee, the Trustee and the Agency shall have no responsibility or obligation to any Participant or to any person on behalf of whom such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Trustee and the Agency shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository, its nominee or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Agency and the Trustee shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture and all such payments shall be valid and effective to fully satisfy and discharge the Agency's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Bondholder, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Agency to make payments of principal, premium, if any, and interest pursuant to this Indenture.

The Bondholders have no right to a depository for the Bonds. The Agency may remove the Securities Depository for any reason at any time. In such event, the Agency shall, with prior written notice to Trustee, (i) appoint a successor Securities Depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify the Securities Depository and Participants of the appointment of such successor Securities Depository and transfer one or more separate Bond certificates to such successor Securities Depository or (ii) notify the Securities Depository of the availability through the Securities Depository of Bond certificates and transfer one or more separate Bond certificates to Participants having Bonds credited to their Securities Depository accounts.

The Agency shall execute the Representation Letter in connection with the issuance of the Bonds. Such Representation Letter is for the purpose of effectuating the system of Book-Entry-Only Bonds only and shall not be deemed to amend, supersede or supplement the terms of this Indenture which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. The Securities Depository may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

**Section 2.13 Payments and Notices to Securities Depository.** Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of the Securities Depository or its nominee, all payments with respect to principal of, premium, if any, and interest on the Bonds and all notices with respect to the Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

**Section 2.14 Additional Bonds.** The Agency may issue Additional Bonds to provide funds for any purpose relating to the Projects that is authorized by law. Additional Bonds may have a lien on the Trust Estate, or any portion thereof, that is on parity with (but in no event superior to) the holders of the 2015 Bonds and 2019 Bond, and shall be payable from the Bond Fund pursuant to Section 4.3. Additional Bonds may be issued or made when the Trustee has received the following:

(a) A copy certified by the Attesting Officer of the Agency of the bond resolution authorizing (1) the execution and delivery of any amendment to the Bond Documents required by the issuance of such Additional Bonds, (2) the execution and delivery of a Supplemental Indenture providing for, among other things, the date, rate or rates of interest on, interest payments dates, maturity dates and redemption provisions of such Additional Bonds, and (3) the issuance, sale, execution and delivery of the Additional Bonds;

(b) An original executed counterpart of the Supplemental Indenture;

(c) An opinion or opinions of Bond Counsel, as appropriate, addressed to the Agency and the Trustee, to the effect that issuance of the Additional Bonds is permitted under this Indenture, the Supplemental Indenture and the Additional Bonds have each been validly authorized, are binding and enforceable against the Agency, subject to bankruptcy and equitable principles, the issuance of the Additional Bonds has been duly authorized, interest on the Additional Bonds (if they are Tax-Exempt Bonds) is not included in gross income for federal income tax purposes under the Code and is exempt from income taxation by the State of Alaska, and issuance of the Additional Bonds will not adversely affect the income tax status of interest on Outstanding Bonds;

(d) (1) A certificate of the Agency, signed by its Authorized Representative, that (i) no Event of Default under this Indenture has occurred and is continuing, (ii) at the time of the issuance of the Additional Bonds there is no deficiency in any of the Funds, (iii) upon issuance of the Additional Bonds amounts will be deposited in the Funds hereunder adequate for the necessary balances therein, with the Additional Bonds treated as Outstanding, and (2) either (i) a certificate of the Agency, signed by its Authorized Representative, that the Net Revenues in the Base Period are not less than 120% of the Maximum Annual Debt Service on all Bonds. Net Revenues may be adjusted to include the additional revenue that would have been received if any rate change adopted prior to the delivery of the Additional Bonds, but subsequent to the beginning of the Base Period, had been in force during the Base Period; or (ii) A certificate from a Professional Utility Consultant that certifies: (A) taking into consideration such adjustments and other factors as he or she, in his or her

discretion deems appropriate, that the issuance of the Additional Bonds then proposed to be issued will not result in the Agency's inability to comply with the covenants set forth in Section 7.12 of this Indenture; and (B) if such Additional Bonds are being issued to pay costs incurred for additional, improvements, betterments and extensions to the Facilities, that the plan for such additional improvements, betterments and extensions is consistent with Prudent Utility Practice and will not materially adversely interfere with the operations of the Agency.

(e) A request and authorization of the Agency, signed by its Authorized Representative, to the Trustee to authenticate and deliver the Additional Bonds to such person or persons named therein after confirmation of payment to the Trustee for the account of the Agency of a specified sum with directions as to the disposition of such sum; if such Additional Bonds are in the form of a line of credit, term loan or other obligation, the Agency shall request the Trustee to execute and deliver appropriate agreements with the provider of the obligation in lieu of the requirement to authenticate and deliver the Additional Bonds.

Without limiting any other use of the proceeds of Additional Bonds issued hereunder, the Agency may issue Additional Bonds to refund Outstanding Bonds, notwithstanding the requirements in subsection 2.14(d)(2), if, for any Fiscal Year, the Annual Debt Service on the refunding Bonds will not exceed the Annual Debt Service for the refunded Bonds by more than \$5,000.

**Section 2.15 Proof of Ownership.** Any request, direction, consent or other instrument required by this Indenture to be signed and executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, consent or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee and the Agency, with regard to any action taken by them, or either of them, under such request or other instrument:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction that the person signing such writing acknowledged before the officer the execution thereof, or by an affidavit of a witness of such execution; and

(b) The ownership of Bonds and the amounts and registration numbers of such Bonds and the date of holding the same shall be proved by the Bond Register.

Any action taken or suffered by the Trustee pursuant to any provision of this Indenture, upon the request or with the assent of any person who at the time is the owner of any Bond or Bonds, shall be conclusive and binding upon all future owners of the same Bond or Bonds.

In determining whether the owners of the required principal amount of Bonds outstanding have taken any action under this Indenture, Bonds owned by the Agency shall be disregarded and deemed not to be outstanding, except that for the purpose of determining whether the Trustee shall be protected in relying on any such action, only such Bonds that the Trustee knows are so owned shall be so disregarded. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.



**ARTICLE III**  
**APPLICATION OF 2019 BOND PROCEEDS AND PLAN OF REFUNDING**

**Section 3.1 Application of 2019 Bond Proceeds.** On the Closing Date, the Trustee shall apply the proceeds from the sale of the 2019 Bond as follows:

(a) \$\_\_\_\_\_ shall be delivered to the Escrow Agent to be applied as provided in the Escrow Agreement; and

(b) \$\_\_\_\_\_ shall be deposited in the 2019 Costs of Issuance Account and applied as provided in Section 4.3(c).

**Section 3.2 Application of Other Indenture Funds.** On the Closing Date, the Trustee shall deliver to the Escrow Agent the following amounts held under the Original Indenture, to be applied as provided in the Escrow Agreement:

(a) \$\_\_\_\_\_ from the Interest Account;

(b) \$\_\_\_\_\_ from the Principal Account; and

(c) \$\_\_\_\_\_ from the Bond Reserve Fund.

**Section 3.3 Defeasance and Redemption of Refunded Bonds.**

All funds delivered to the Escrow Agent as described above, together with funds provided by the Agency, if any, shall be used immediately upon receipt to defease the Refunded Bonds in accordance with the Original Indenture. The Refunded Bonds shall be defeased by the use of money under the Escrow Agreement held as cash and to purchase certain Government Obligations of the type described in Section 11.3 of the Original Indenture, bearing such interest and maturing as to principal and interest in such amounts and at such times that, together with any necessary beginning cash balance, will provide for the payment of: (i) interest on the Refunded Bonds due and payable on June 1, 2019, and (ii) the redemption price of the Refunded Bonds (100% of the principal amount thereof) on June 1, 2019.

The Agency hereby calls the Refunded Bonds for redemption on June 1, 2019, in accordance with the optional redemption provisions of the Original Indenture. The defeasance of the Refunded Bonds and call for redemption of the Refunded Bonds shall be irrevocable after the final establishment of the escrow under the Escrow Agreement.

**ARTICLE IV**  
**REVENUES AND FUNDS**

**Section 4.1 Creation of Funds.**

(a) Funds held by the Trustee. The following Funds shall be created and established with the Trustee as needed to comply with the provisions of this Indenture:

(1) The Bond Fund;

(2) The Bond Reserve Fund; and

(3) If required, the Rebate Fund.

(b) Funds held by the Agency. The Agency shall establish and maintain so long as any of the Bonds are Outstanding two separate funds to be known as the “Revenue Fund” and the “R&R Fund” to be used and funded in accordance with this Indenture and may establish and maintain a “Rate Stabilization Fund” and a “Subordinate Debt Fund” to be used and funded in accordance with this Indenture.

#### **Section 4.2 Revenue Fund.**

(a) Establishment of Fund. The Agency hereby establishes and agrees to maintain so long as any of the Bonds are Outstanding a separate fund to be known as the “Revenue Fund.”

(b) Deposits into Revenue Fund. The Agency shall deposit into the Revenue Fund all Revenues as promptly as practical after receipt thereof. Prior to disbursement in accordance with the provisions of this Indenture, the Agency shall hold all Revenues and all money in the Revenue Fund in trust for the Bondholders.

(c) Use of Money in the Revenue Fund. The Agency shall, so long as any Bonds remain Outstanding, use Revenues in the Revenue Fund solely for the following purposes in the following order of priority:

(1) At any time, for the payment of Operation and Maintenance Expenses that are then due or overdue;

(2) On or prior to each Interest Payment Date, to the Trustee for deposit into the Interest Account, an amount that, together with any funds on deposit therein, is sufficient to pay the interest due on that Interest Payment Date;

(3) On or prior to each Principal Payment Date, to the Trustee for deposit into the Principal Account, an amount that, together with any funds on deposit therein, is sufficient to pay the principal due on that Principal Payment Date;

(4) At least two Business Days preceding the first day of each month, to the Trustee, (a) for deposit into the Bond Reserve Fund, any amount needed to meet the Bond Reserve Requirement, and (b) for deposit into the Rebate Fund, any amount required to be deposited therein under Section 4.5;

(5) On the Business Day preceding the first day of each month, to the Agency-held R&R Fund, amounts necessary to meet the R&R Fund Requirement;

(6) On the Business Day preceding the first day of each month, to the Agency-held Subordinate Debt Fund, amounts required to pay Subordinate Debt due in such month; and

(7) Each month after all transfers required above, the Agency may expend Revenues for any lawful purpose including deposits into the Agency held Rate Stabilization Fund.

### **Section 4.3     Bond Fund.**

(a)     Establishment of Fund and Subaccounts. The Agency hereby establishes with the Trustee and directs it to maintain so long as any of the Bonds are Outstanding a separate fund to be known as the “Bond Fund - The Southeast Alaska Power Agency.” The Trustee shall also establish separate accounts within the Bond Fund to be known as the “Interest Account,” the “Principal Account,” and the “2019 Bond Costs of Issuance Account.”

(b)     Deposits into Accounts of the Bond Fund. There shall be deposited, as and when received, (i) all money received from the Revenue Fund pursuant to Section 4.2(c)(2) and (3), (ii) all money received from the R&R Fund pursuant to Section 4.6(c), (iii) all money transferred from the Bond Reserve Fund to the Interest Account or Principal Account, as needed, pursuant to Section 4.4, and (iv) all other money received by the Trustee when accompanied by directions that such money is to be paid into the Bond Fund, including condemnation awards, insurance proceeds or sale proceeds for purposes of redeeming Bonds. There shall also be retained in the accounts of the Bond Fund interest and other income received on investments of Bond Fund money to the extent provided in Section 4.8.

(c)     2019 Costs of Issuance Account. Money on deposit in the 2019 Costs of Issuance Account shall be paid to the Agency following receipt by the Trustee of a written request for payment of Issuance Costs from the Agency in the form attached hereto as Exhibit A within 90 days after the Closing Date. Any amounts remaining in the 2019 Costs of Issuance Account on the 90<sup>th</sup> day after the Closing Date shall be transferred to the Interest Account to pay interest on the 2019 Bond, and the 2019 Costs of Issuance Account shall be closed.

### **Section 4.4     Bond Reserve Fund.**

(a)     Establishment of Fund. The Agency hereby establishes with the Trustee and directs it to maintain so long as any Bonds are Outstanding a separate fund to be known as the “Bond Reserve Fund - The Southeast Alaska Power Agency”).

(b)     Deposits into the Bond Reserve Fund. Except as otherwise expressly provided in this Section, the Bond Reserve Fund shall be maintained at all times at not less than the Bond Reserve Requirement. Any deficiency created in the Bond Reserve Fund by reason of a withdrawal under subsection (c)(1) of this Section shall be made up from Revenues available under Section 4.2(c)(4)(a) in twelve approximately equal monthly installments, first, to reinstate each Reserve Credit Facility, pro rata, and second, to make up any remaining deficiency. As of each Valuation Date, any Deficiency created in the Bond Reserve Fund by reason of a reduction in the fair market value of the investments in the Bond Reserve Fund shall be made up from Revenues available under Section 4.2(c)(4)(a) in six approximately equal monthly installments.

(c)     Use of Money in the Bond Reserve Fund. Money on deposit in the Bond Reserve Fund shall be applied as follows:

(1)     On the date of each required payment from the Bond Fund, money in the Bond Reserve Fund shall be applied to cure any deficiency in the Bond Fund with respect to payments of principal of and interest on the Bonds when due and payable, first, by the withdrawal of cash, second, from the proceeds of the sale of investments, and third, from pro rata draws on each Reserve Credit Facility;

(2) Upon delivery of an Officer's Certificate of the Agency delivered to the Trustee, any amount in the Bond Reserve Fund in excess of the Bond Reserve Requirement on any Valuation Date shall be (A) transferred to the Bond Fund and credited against the payments next becoming due (in direct order) in respect of the principal of and premium, if any, or interest on the Bonds, or (B) applied as may be specified in an Officer's Certificate of the Agency if such Certificate is accompanied by an Approving Opinion.

(3) During the 12-month period preceding the final maturity date of the Bonds, money held in the Bond Reserve Fund may be credited against the payments otherwise due under this Indenture in respect of principal of, premium, if any, and interest on the Bonds and may be transferred to the Bond Fund for the payment of such principal, premium and interest; provided, however, that no such credit shall be given and no such transfer shall be made if and to the extent that, immediately prior to such crediting and transfer, the amount on deposit in the Bond Reserve Fund is not at least equal to the Bond Reserve Requirement, less the amounts previously transferred to the Bond Fund during such 12-month period pursuant to this subparagraph (3).

(d) Reserve Credit Facilities. The Agency may satisfy the Bond Reserve Requirement with a Reserve Credit Facility or substitute a Reserve Credit Facility for funds on deposit in the Bond Reserve Fund, provided that:

(1) The Reserve Credit Facility (including any replacement Reserve Credit Facility, if provided by a different issuer) has an initial term of not less than three years and any extension, renewal or replacement (if provided by the same issuer) thereof has a term of not less than one year;

(2) The Trustee is authorized and has the duty and right to draw on the Reserve Credit Facility to satisfy the purposes for which the Bond Reserve Fund was established; and

(3) The Trustee receives an Approving Opinion to the effect that all of the requirements set forth above have been satisfied and that the substitution of the Reserve Credit Facility will not, in and of itself, adversely affect the tax exempt status of the Tax-Exempt Bonds.

Upon such substitution, funds on deposit in the Bond Reserve Fund that, when added to the face amount of the Reserve Credit Facility, exceed the Bond Reserve Requirement shall be applied as provided in subsection (c)(2) above. Thereafter, the amount available under the Reserve Credit Facility shall be credited to the Bond Reserve Fund in satisfaction of the Bond Reserve Requirement. If a Reserve Credit Facility is not extended, renewed or replaced at least six months prior to its scheduled expiration or termination date, the Trustee shall, not later than 30 days prior to such date, draw on the Reserve Credit Facility in the full amount thereof.

(e) Any deficiency created in the Bond Reserve Fund by reason of the failure of a Reserve Credit Facility to meet the requirements set forth in the definition of "Reserve Credit Facility" shall be made up from Revenues available under Section 4.2(c)(4)(a) in six approximately equal monthly installments or by providing a replacement Reserve Credit Facility within six months.

**Section 4.5 Rebate Fund.** The Agency hereby establishes with the Trustee and directs it to maintain so long as any of the Tax-Exempt Bonds are Outstanding a separate fund to be known as the "Rebate Fund — The Southeast Alaska Power Agency." There shall be deposited into the Rebate Fund amounts paid by the Agency as required to comply with Section 148(f) of the Code. The

Rebate Fund is a trust fund, but amounts therein do not constitute part of the Trust Estate. Money in the Rebate Fund shall be paid at the direction of the Agency to the United States in the amounts and at the times required by the Code. Upon payment of all amounts due to the United States pursuant to Section 148 of the Code, any money remaining in the Rebate Fund shall be paid by the Trustee to the Agency. The Trustee shall not be responsible for the calculation of rebate, reviewing such calculations, or enforcing the obligations of the Agency with respect to the payment of any rebate amount.

#### **Section 4.6 R&R Fund.**

(a) Establishment of Fund. The Agency hereby establishes and covenants to maintain so long as any of the Bonds are Outstanding a separate fund to be known as the “R&R Fund — The Southeast Alaska Power Agency.”

(b) Deposits into R&R Fund. Except as otherwise expressly provided in this Section, the R&R Fund shall be maintained at all times at not less than the R&R Fund Requirement. Any deficiency created in the R&R Fund by reason of a withdrawal shall be made up from Revenues available under Section 4.2(c)(5) in twelve approximately equal monthly installments. The Agency at any time by written notice of an Authorized Representative to the Trustee may adjust the R&R Fund Requirement, provided that the R&R Fund Requirement may never be less than \$1,000,000. Prior to disbursement in accordance with the provisions of this Indenture, the Agency shall hold all money in the R&R Fund in trust for the Bondholders.

(c) Use of Money in the R&R Fund. Amounts in the R&R fund are intended to be used for renewal and replacements of capital projects and any other lawful purpose of the Agency including, without limitation, to pay debt service in the event of a deficiency in the Bond Fund or Bond Reserve Fund.

(d) Reserve Credit Facilities. The Agency may satisfy the R&R Fund Requirement with a surety or letter of credit or line of credit that, if credited to the Bond Reserve Fund, would meet the definition of “Reserve Credit Facility” and satisfy the requirements set forth in Section 4.4(d). Any deficiency created in the R&R Fund by reason of the failure of a Reserve Credit Facility to meet the requirements set forth in the definition of “Reserve Credit Facility” shall be made up from Revenues available under Section 4.2(c)(5) in six approximately equal monthly installments or by providing a replacement Reserve Credit Facility within six months.

**Section 4.7 Rate Stabilization Fund.** The Agency may establish and hold a Rate Stabilization Fund and may at any time, from time to time, as determined by the Agency, deposit Revenues available under Section 4.2(c)(7) in the Rate Stabilization Fund. The Agency may at any time, from time to time, as determined by the Agency, withdraw any or all of the money from the Rate Stabilization Fund for deposit into the Revenue Fund under Section 4.2(b) to be disbursed from the Revenue Fund in accordance with Section 4.2(c). If a deposit into or withdrawal from the Rate Stabilization Fund is made within 60 days after the end of a Fiscal Year, the Agency may specify that such deposit or withdrawal is to be allocated to the prior Fiscal Year rather than to the Fiscal Year in which such deposit or withdrawal is made.

#### **Section 4.8 Investment of Funds; Valuation of Funds.**

(a) Subject to the limitations provided in this Section, applicable law, and any limitations on the investment of funds contained in the investment policy of the Agency as it is established from time to time, upon the oral direction of the Agency (confirmed in writing), money on deposit in the Bond Fund, the Bond Reserve Fund, and the Rebate Fund shall be invested in Permitted Investments (i) with respect to the Bond Fund, maturing in the amounts and at the times necessary to provide funds to make the payments to which such money is applicable, (ii) with respect to the Bond Reserve Fund maturing within five years of the date of purchase, and (iii) with respect to the Rebate Fund maturing in the amounts and at the times necessary to provide funds to make payments to the United States of America from the Rebate Fund at the times estimated by the Agency. The Trustee shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in a Fund or the Rebate Fund is insufficient for the purposes thereof. The Trustee may trade through or from its own bond department or trust investments department, or its parents or affiliates bond department or trust investments department in the purchase and sale of securities for such investment; provided, however, that in no case shall any investment be otherwise than in accordance with the investment limitations contained herein and in the Tax Certificate. The Trustee shall not be liable or responsible for any loss resulting from any such investments. The Trustee shall be entitled to assume, without independent investigation and absent receipt of written notice to the contrary, that all investments are legal investments for the Agency, and that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter.

(b) The value of any investments in any Fund shall be calculated as follows, subject to any conditions or limitations in the Tax Certificate:

(1) For investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(2) For investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) For certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(4) For any investment not specified above: the value thereof established by prior agreement between the Agency and the Trustee.

With respect to investments described in (1) and (2) above, the Trustee may utilize and rely upon generally recognized automated pricing or quotation services in performing valuations, and it shall not be liable for the errors or omissions of any such service or of any government securities dealer providing information hereunder.

(c) Any money in any Fund may be commingled with money in any other Fund for investment purposes. Money in the Rebate Fund shall not be commingled with any other money.



Any investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Fund or the Rebate Fund from which the investment was made. Any loss resulting from such investments shall be charged to such Fund or the Rebate Fund, as the case may be.

(d) Any interest or other gain from any investment or reinvestment thereof in any Fund or the Rebate Fund shall remain in the respective Fund where earned; provided, however, that from time to time, the Agency will transfer money pursuant to Section 4.5 to comply with any rebate needs as required pursuant to the Tax Certificate.

(e) The Trustee shall furnish the Agency with monthly reports of all money invested and all Permitted Investments held by the Trustee pursuant to this Indenture.

(f) The Agency acknowledges that regulations of the Comptroller of the Currency grant the Agency the right to receive brokerage confirmations of security transactions as they occur. The Agency specifically waives such notification and will receive monthly reports as provided in paragraph (e) above.

(g) The Trustee shall determine the market value of the assets in each of the Funds established hereunder on, or on a date not earlier than three days prior to (i) June 1 of each year and (ii) the date of issuance for a Series of Additional Bonds (each a "Valuation Date"). As soon as practicable after each such Valuation Date, the Trustee shall furnish to the Agency a report of the status of each Fund as of such date. The Trustee shall also advise the Agency at such time of the amount then available in the Bond Fund as a credit against the Agency's obligations to make any deposits to the Bond Fund prior to the next Valuation Date. In computing the value of assets in any Fund, investments shall be valued at the fair market value thereof and shall include accrued but unpaid interest on each investment, and all investments (valued as aforesaid) and accrued interest thereon shall be deemed a part of such funds. All Permitted Investments that mature within six months of any Valuation Date or are payable upon demand shall be valued at par plus any accrued and unpaid interest.

**Section 4.9 Additional Funds and Accounts.** In addition to the funds and accounts specifically authorized under this Article, the Trustee is authorized to create and maintain such other funds and accounts as it may deem necessary for proper administration hereunder.

**Section 4.10 Repayment to the Agency from Amounts Remaining in Any Funds.** Any amounts remaining in any Funds (a) after all of the Outstanding Bonds are deemed paid and discharged under the provisions of this Indenture, and (b) after payment of all fees, charges and expenses of the Trustee, and (c) of all other amounts required to be paid under this Indenture are paid, shall be paid to the Agency as provided in this Indenture to the extent that such amounts are in excess of those necessary to effect the payment and discharge of the Outstanding Bonds and payment of any rebate amount as required to comply with Section 148(f) of the Code.

**Section 4.11 Trust Estate to Be Held for All Bondholders.** Until applied as herein provided and except where money has been deposited with or paid to the Trustee pursuant to Section 5.4 or an instrument restricting the application of such money to particular Bonds, the money and investments held in all Funds (other than amounts required to be on deposit in the Rebate Fund, and in accounts of the Bond Reserve Fund created to secure a specific Series of Bonds) established hereunder and the proceeds of any remedies exercised under Article VIII shall be held in trust pursuant to the terms of this Indenture for the equal and proportionate benefit of the holders of the

Outstanding Bonds except that, with respect to the holders of the Outstanding Bonds: (a) on and after the date on which the interest or premium on or principal of any particular Bond or Bonds is due and payable from the Bond Fund or, with respect to which a call for redemption has been given and funds for such redemption have been deposited with the Trustee, the unexpended balance of the amount deposited or reserved in the Bond Fund for the making of such payments shall, to the extent necessary therefore, be held solely for the benefit of the Bondholder or Bondholders entitled thereto; and (b) any special redemption fund established in connection with the defeasance of any Bonds in accordance with Article XI shall be held for the benefit of the holders of Bonds being defeased.

## ARTICLE V REDEMPTION OF BONDS

**Section 5.1 2015 Bonds.** The 2015 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article V.

(a) Optional Redemption of 2015 Bonds. Except as set forth in Section 5.4, the 2015 Bonds maturing on or after June 1, 2025, are subject to redemption prior to maturity at the option of the Agency in whole or in part on any date on or after December 1, 2024 (in such amounts and maturities as may be specified by the Agency or, if the Agency fails to specify such maturities, in inverse order of maturity, and by lot within a maturity), at a redemption price equal to 100% of the principal amount of the 2015 Bonds (or portions thereof) to be redeemed, plus accrued interest to the date of redemption.

(b) Mandatory Sinking Fund Redemption of 2015 Bonds. The 2015 Bonds maturing on June 1 in 2033 (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their stated maturity in part by lot on the dates and in the principal amounts set forth below, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued and unpaid interest to the date fixed for redemption.

### 2033 Term Bonds

Redemption Date (June 1)	Sinking Fund Requirements
2031	\$ 1,230,000
2032	1,280,000
2033*	1,330,000

\*Stated Maturity

On or before the 30th day prior to each such sinking fund redemption date, the Trustee shall proceed to call the principal amount of the 2015 Bonds indicated above for redemption on the next June 1, and give notice of such call. At its option, to be exercised by delivery of an Officer’s Certificate of the Agency to the Trustee not more than 60 days nor less than 45 days preceding the applicable sinking fund redemption date, the Agency may (i) deliver to the Trustee for cancellation 2015 Bonds of the applicable maturity date subject to redemption pursuant to the terms of this section that have been purchased by the Agency (or by Trustee on behalf of the Agency) pursuant to Section 5.9, to be applied as a credit against such sinking fund redemption obligations, and/or (ii) receive credit in respect of its sinking fund redemption obligations for 2015 Bonds purchased by the Agency (or by Trustee on behalf of the Agency) pursuant to Section 5.9, which prior to such date have been cancelled and not theretofore applied as a credit against such sinking fund redemption

obligations. Each 2015 Bond of the applicable maturity date so delivered or previously redeemed by operation of such sinking fund redemption schedule on such date shall be accordingly reduced.

**Section 5.2    2019 Bond.** Principal installments of the 2019 Bond are subject to prepayment in the amounts, at the times and in the manner provided in this Article V.

Principal installments of the 2019 Bond are not subject to prepayment at the option of the Agency.

**Section 5.3    Additional Bonds.** Provisions for the optional or mandatory sinking fund redemption of Additional Bonds may be set forth in the Supplemental Indenture providing for their issuance.

**Section 5.4    Extraordinary Redemption from Insurance or Condemnation Proceeds.** The Bonds may be redeemed in whole or in part on any date, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the date of redemption, upon receipt by the Trustee of an Approving Opinion and written notice from the Agency stating that any of the following events has occurred:

(1) All of the Projects or a portion thereof is damaged, destroyed, condemned or taken by eminent domain to such extent that, in the opinion of the Agency contained in a certificate provided to the Trustee, which certificate may be conclusively relied upon by the Trustee,

(i) it is not practicable or desirable to rebuild, repair or restore the Projects or such portion thereof following such damage, destruction or condemnation, or

(ii) the cost of restoration of the Projects or such portion thereof would substantially exceed the Net Proceeds of insurance carried thereon, condemnation proceeds and any other funds available to the Agency to pay such costs; or

(2) The continued operation of such Projects is enjoined or prevented or is otherwise prohibited by, or conflicts with, any order, decree, rule or regulation of any court or federal, state or local regulatory body, administrative agency or other governmental body.

**Section 5.5    Notice of Redemption.**

(a) Notice of Redemption (Book-entry Bonds). So long as the Bonds are Book-Entry Bonds, the Agency shall notify the Trustee of any early redemption not less than 30 days prior to the date fixed for redemption, the Trustee shall notify the Securities Depository of any early redemption not less than 20 but no more than 60 days prior to the date fixed for redemption, and shall provide such information in connection therewith as required by the Representation Letter.

(b) Notice of Redemption (Non-Book-Entry Bonds). For Bonds other than Book-Entry Bonds, the Agency shall notify the Trustee of any intended redemption not less than 45 days prior to the redemption date and, unless waived by any Owner of the Bonds to be redeemed, official notice of any redemption of Bonds shall be given by the Trustee on behalf of the Agency by mailing a copy of an official redemption notice by first class mail postage prepaid at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in

writing by such owner to the Trustee. All such official notices of redemption shall be dated and shall state:

- (1) The redemption date,
- (2) The redemption price,
- (3) If less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts of the Bonds to be redeemed),
- (4) That on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) The place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Trustee, and
- (6) The assigned CUSIP numbers, if any.

In addition to the notice to Owners in accordance with the paragraph above, further notice of any redemption of Bonds hereunder shall be given by the Trustee to such other addresses and/or such other services, as the Agency may designate in writing with respect to the Bonds, but failure by the Trustee to give such notice shall not affect the sufficiency of the proceedings from redemption.

Neither failure to receive any notice nor any defect in such notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds. Each check or other transfer of funds issued by the Trustee for the purpose of redeeming Bonds shall bear, to the extent practicable, the CUSIP number, if any, identifying, by maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure of the Trustee to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of with respect to the Bondholders to whom notice was mailed.

(c) Conditional Redemption. In the case of any optional redemption under Article V, (A) the notice may state (1) that it is conditioned upon the deposit of money, in an amount equal to the amount necessary to effect the redemption, with the Trustee on or prior to the redemption date or (2) that the Agency retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), (B) such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as described in this subsection, and (C) any Conditional Redemption may be rescinded in whole or in part at any time on or prior to the redemption date if the Agency delivers an Officer's Certificate to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Agency to make funds available in part or in whole on or prior to the redemption date shall not constitute an Event of Default, and the Trustee shall give Immediate Notice to the Securities

Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

**Section 5.6 Selection of Bonds for Redemption.** Whenever provision is made in this Indenture for the redemption of less than all of the Bonds of like series and maturity or any given portion thereof, the Trustee shall select the Bonds to be redeemed, from all Bonds of such series and maturity subject to redemption or such given portion thereof not previously called for redemption, by lot in any manner that the Trustee in its sole discretion deems appropriate and fair.

**Section 5.7 No Partial Redemption After Default.** Anything in this Indenture to the contrary notwithstanding, if there has occurred and is continuing an Event of Default hereunder of which an officer of the Trustee has actual knowledge, there shall be no redemption of less than all of the Bonds at the time outstanding.

**Section 5.8 Effect of Redemption.** Notice of redemption having been duly given as aforesaid and, with respect to a Conditional Redemption only, not having been rescinded, the Bonds (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in such notice and interest accrued thereon to date fixed for redemption. Interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Bondholders shall have no rights in respect thereof except to receive payment of said redemption price and accrued interest. All Bonds redeemed pursuant to the provisions of this Article, if any, shall be canceled upon surrender thereof and delivered to or upon the order of the Agency.

**Section 5.9 Purchase.** At the direction of the Agency, in writing, the Trustee shall apply money in the Bond Fund held for redemption or payment of Bonds, in excess of any amount set aside for payment of Bonds theretofore matured or called for redemption and unpaid interest in all cases where such Bonds have not been presented for payment, to the purchase on the open market of Outstanding Bonds subject to redemption or payment from such money as herein provided, and upon such purchase those Bonds will be canceled and the amount of such redemption or principal payment thereupon reduced by the principal amount of the Bonds so purchased and canceled, provided that no credit shall be given for such Bonds so purchased within the 45 days next preceding the redemption or payment date. Subject to the above limitations, the Trustee shall, if directed by the Agency in writing, purchase Bonds on the open market for cancellation at such times, for such prices (not to exceed the redemption price to redeem such bonds pursuant to Article V), in such amounts, and in such manner (whether after advertisement for tenders or otherwise) as so directed by the Agency and as may be possible with the amount of money available in the Bond Fund.

## **ARTICLE VI SUBORDINATE DEBT**

**Section 6.1 Subordinate Debt.** The Agency may issue obligations other than Additional Bonds payable from the Trust Estate only if the following conditions and requirements are met and complied with at the time of issuance:

- (a) No default then exists under this Indenture or any parity debt instrument; and

(b) The Subordinate Debt may be secured by a pledge of and shall be payable solely from Revenues available under Section 4.2(c)(6), that is subordinated to the lien on the Trust Estate granted to the Bondholders; and

(c) Any additional covenants and security provided to the provider of the Subordinate Debt shall be automatically deemed provided to the Trustee on a *pari passu* basis, without any filing being required; and

(d) Payments of principal of, premium, if any, and interest on the Subordinate Debt shall be made only from amounts in the Subordinate Debt Fund, and the Agency shall create a Subordinate Debt Fund to pay any Subordinate Debt that shall be funded in accordance with Section 4.2; and

(e) The Subordinate Debt shall not be subject to acceleration prior to the acceleration of the Bonds.

Nothing in this Section 6.1 shall be deemed to prohibit the Agency from entering into lease-purchase agreements, conditional sales agreements or similar purchase money security instruments that are for the acquisition of equipment or facilities not essential to the operation of the Projects, are in amounts not exceeding a total outstanding amount of \$250,000, and are payable solely from Revenues available under Section 4.2(c)(7).

In connection with the issuance of any Additional Bonds or Subordinate Debt, the Trustee may execute, or consent to the execution of, any documents or instruments requested by the Agency that are necessary or appropriate to allow the issuance or creation of the Additional Bonds Subordinate Debt, including but not limited to, any intercreditor agreement between the Trustee and the holder or holders of Additional Bonds or Subordinate Debt, or the trustee for the same.

## **ARTICLE VII GENERAL COVENANTS**

**Section 7.1 Payment of Principal, Premium, if any, and Interest.** Subject to the limited source of payment hereinafter referred to, the Agency covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture, on the dates and in the manner provided herein and in said Bonds The principal of, and interest and premium, if any, on the Bonds are payable solely from the Trust Estate, which Trust Estate is hereby specifically assigned and pledged to the payment of the Bonds in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture shall be considered as assigning or pledging any funds or assets of the Agency except the money pledged under this Indenture (other than the Rebate Fund).

**Section 7.2 Performance of Covenants; Legal Authorization.** The Agency covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, and in any and every Bond executed, authenticated and delivered hereunder. The Agency represents that it is duly authorized under the Constitution and laws of the State to issue the Bonds authorized hereby, to execute this Indenture and to pledge the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the owners thereof as shown on the Bond Register are and will be valid and enforceable obligations of the Agency according to the import thereof.

**Section 7.3 Revenues and Assignment of Revenues.** The Agency will not assign the Revenues other than the assignment thereof under this Indenture, or as allowed in connection with Additional Bonds or Subordinate Debt issued or made hereunder.

**Section 7.4 Recording and Filing.** The Agency covenants that, solely from additional amounts payable as provided hereunder, it will, if necessary, cause this Indenture and all supplements hereto, and all related financing statements, to be recorded and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Bonds and the rights of the Trustee hereunder.

**Section 7.5 Books and Records.** The Agency covenants that so long as any Bonds are outstanding and unpaid, it will keep, or cause to be kept, proper books of record and account, including such records as are required by the Tax Certificate. Such books shall at all times be open for any lawful purpose to the inspection of such accountants or other agencies as the Trustee may from time to time designate.

**Section 7.6 Bond Register.** The Trustee shall keep on file at its Principal Office the Bond Register relating to the Bonds indicating the names and addresses of the owners of the Bonds and the serial numbers of such Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Trustee, the Agency, the Purchaser, or the authorized representative of any owner or owners of 15% or more in Aggregate Principal Amount of the Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

**Section 7.7 Tax Covenant.** The Agency and the Trustee (but, with respect to the Trustee only as to those actions specifically directed by the Agency to be taken) each hereby covenant for the benefit of each owner of the Tax-Exempt Bonds that they will not take any action or omit to take any action or permit an action to be taken with respect to the Tax-Exempt Bonds, the proceeds thereof, or any other funds of the Agency or the Trustee if such action or omission (i) would cause the interest on the Tax-Exempt Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Tax-Exempt Bonds to lose its exclusion from state taxable income under present state law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Tax-Exempt Bonds until the date on which all obligations of the Agency in fulfilling the above covenant under the Code have been met.

**Section 7.8 Limitations on Indebtedness.** The Agency agrees, so long as any Bonds are outstanding, that it will not incur any debt obligations secured by the Trust Estate, or any portion thereof, that are superior to or on parity with the Bonds, other than Additional Bonds on a parity therewith, issued or made pursuant to Section 2.14.

**Section 7.9 Enforcement of Agency's Obligations.** So long as no Event of Default hereunder has occurred and is continuing, the Agency may exercise all its rights under the Bond Documents and any other lease, agreement or contract, or supplement or amendment thereto; provided, however, that, except as permitted hereby or by the Bond Documents, the Agency shall not amend any of the same so as to affect adversely the Agency's ability to perform its covenants under this Indenture or change the payments or term of the Bond Documents or the security interest thereby and hereby created.



**Section 7.10 Covenants of Corporate Existence.** The Agency agrees, so long as any Bonds are outstanding, that it will comply with the following covenants:

(a) Except as otherwise expressly provided herein, to maintain its existence as a joint action agency formed under the authority of AS 42.45.300 – 42.45.320 duly qualified to do business in the State during the term of this Indenture.

(b) Pursuant to the requirements of AS 42.45.310(e), the Agency will not take any action that would limit or alter the rights and powers vested in the Purchasing Utilities or the Agency and will not in any way impair the rights and remedies of the Bondholders until the Bonds, together with the interest on them or with interest on unpaid installments of interest, and all costs and expenses in connection with an action or proceedings by or on behalf of the Bondholder or other obligations are fully met and discharged.

**Section 7.11 Insurance.**

(a) The Agency shall cause the Projects to be at all times insured against such risks and in such amounts, with such deductible provisions, or provide for a source of self-insurance, as is consistent with Prudent Utility Practice.

(b) Each insurance policy required by this Section shall be issued or written by a financially responsible insurer (or insurers), or by an insurance fund established by the United States of America, the State, or an agency or instrumentality thereof, (ii) shall be in such form and with such provisions (including, without limitation and where applicable, loss payable clauses payable to the Trustee, waiver of subrogation clauses, provisions relieving the insurer of liability to the extent of minor claims and the designation of the named insured) as are generally considered standard provisions for the type of insurance involved, and (iii) shall prohibit cancellation or substantial modification by the insurer without at least thirty days' prior written notice to the Trustee. Without limiting the generality of the foregoing, all insurance policies, and other arrangements to the extent feasible, carried pursuant to this Section 7.11 shall name the Trustee and the Agency as parties insured thereunder as the respective interest of each of such parties may appear, and loss thereunder shall be made payable and shall be applied as provided in this Indenture. The Agency shall provide to the Trustee copies of certificates from an insurance agent or consultant indicating that the insurance required by this section has been obtained within 30 days after the end of each Fiscal Year after the date hereof. Copies of all insurance policies shall be made available to the Trustee upon request. The Trustee shall not be responsible for the sufficiency or adequacy of any such insurance policies or for determining that such policies comply with the requirements of this section. The Trustee shall not be required to hold or maintain insurance policies.

**Section 7.12 Rates and Charges.**

(a) The Agency shall establish, maintain and collect Firm Wholesale Power Rates from the Purchasing Utilities consistent with the Power Sales Agreement and sufficient in each Fiscal Year:

(1) to produce Net Revenues in such Fiscal Year equal to at least 120% of the Annual Debt Service on all Bonds for such Fiscal Year; and

(2) If Net Revenues in such Fiscal Year are not equal to at least 120% of the Annual Debt Service on all Bonds for such Fiscal Year, that event will not constitute an Event of Default under Section 8.1(c) if (i) Net Revenues in such Fiscal Year were equal to at least 100% of the Annual Debt Service on all Bonds for such Fiscal Year and (ii) within 90 days after the end of such Fiscal Year (A) the Agency retains a Professional Utility Consultant to review the adequacy of the Agency's rates and charges and take such steps, if any, as recommended by the Professional Utility Consultant and (B) in the first full Fiscal Year after such steps are taken, Net Revenues are equal to at least 120% of the Annual Debt Service on all Bonds for that Fiscal Year.

(b) Within 180 days after the end of each Fiscal Year, the Agency shall certify to the Trustee in writing the Revenues, Operation and Maintenance Expenses, Annual Debt Service on all Bonds, deposits to and withdrawals from the Rate Stabilization Fund, and all deposits into the Bond Reserve Fund, the R&R Fund, the Subordinate Debt Fund, and the Rebate Fund required under this Indenture for such Fiscal Year.

**Section 7.13 Continuing Disclosure.** The Agency has executed the Continuing Disclosure Agreement and hereby covenants and agrees to comply with the continuing disclosure requirements promulgated under SEC Rule 15c2-12, as it may from time to time hereafter be amended or supplemented. Notwithstanding any other provision of this Indenture, failure of the Agency to comply with the requirements of SEC Rule 15c2-12, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default; however, the Trustee, at the written request of the Holders of at least 25% Aggregate Principal Amount of Outstanding Bonds, shall, but only to the extent indemnified to its satisfaction from and against any cost, liability or expense related thereto, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause (based on an opinion of counsel of recognized standing concerning federal securities law) the Agency to comply with its obligations pursuant to this Section 7.13. **[Does anything need to be added here relating to the 2019 Bond, or will that be dealt with solely in the Loan Agreement?]**

**Section 7.14 Sale, Transfer, Disposition or Assignment of Assets.**

(a) As long as the Bonds are outstanding, the Agency shall not voluntarily sell, assign or transfer all or substantially all of its interest in the Projects.

(b) Subject to any conditions or limitations in the Tax Certificate, the Agency may sell, transfer or otherwise dispose of any of the works, plant, properties, facilities or other part of the Projects or any real or personal property comprising a part of the Projects (each, as used below, a "transfer") if no Event of Default then exists, and only consistent with Prudent Utility Practice and with one or more of the following:

(1) The Agency in its discretion may without restriction carry out transfers of Projects Assets with a total fair market value of not in excess of \$100,000 in any Fiscal Year; or

(2) The Agency in its discretion may carry out transfers of Projects Assets with a total fair market value of between \$100,001 and \$750,000 in any Fiscal Year upon a certificate provided to the Trustee to the effect that the facilities or property transferred are not material to the operation of the Projects, or shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Projects or are no longer necessary, material or useful to the

operation of the Projects, provided that the proceeds of any such transfer shall be applied to the cost of replacement facilities or property or shall be deposited in the Bond Fund and applied to the redemption of Bonds; or

(3) The Agency in its discretion may carry out transfers of Projects Assets with a total fair market value of more than \$750,000 in any Fiscal Year upon a certificate of an Independent Engineering Consultant provided to the Trustee to the effect that the facilities or property transferred are not material to the operation of the Projects, or have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Projects or are no longer necessary, material or useful to the operation of the Projects, provided that the proceeds of any such transfer must be applied to the cost of replacement facilities or property or deposited in the Bond Fund and applied to the redemption of Bonds.

**Section 7.15 Permitted Operating Contracts.** The Agency may lease all or any part of the Projects or contract for the performance by others of operations or professional services utilizing the Projects, or any part thereof, for any lawful purposes, provided that: the provisions of each such contract shall be consistent with the provisions of this Indenture and Tax Certificate.

**Section 7.16 Maintenance of Facilities; Management.** The Agency shall (and will cause the Purchasing Utilities to) at all times maintain, preserve and keep each of the Facilities in good repair, working order and condition in accordance with Prudent Utility Practice, and undertake such regular maintenance as is necessary, consistent with Prudent Utility Practice. The Agency shall at all time cause the Facilities to be operated in an efficient manner at a reasonable cost. These covenants are subject to any additional conditions or limitations that may be in the Tax Certificate.

**Section 7.17 Required Repairs.** The Agency shall make all necessary and proper additions, betterments, renewals and repairs to each of the Facilities consistent with Prudent Utility Practice.

**Section 7.18 Enforcement of Power Sales Agreement.** The Agency shall diligently pursue all available remedies against any Purchasing Utility that fails to make any payment under the Power Sales Agreement when due, and shall diligently enforce other provisions of the Power Sales Agreement. The Agency will not consent to a termination or assignment of the Power Sales Agreement without the consent of the Owners of not less than a majority in Aggregate Principal Amount of Bonds then outstanding. The Agency may consent to an exception to the Full Requirements covenant in Section 3.c of the Power Sales Agreement (both as defined and set forth in the Power Sales Agreement) without the consent of, or notice to, any Owners of Bonds, so long as such exception, in the reasonable good faith judgment of the Agency, will not materially adversely affect the finances or operations of the Agency.

**Section 7.19 Damage, Destruction and Condemnation.** Subject to the provisions of Section 5.4, in the event of damage to or destruction or condemnation of the Projects or any portion thereof; the Agency shall apply the Net Proceeds from insurance, condemnation proceeds and other related sources to rebuild, repair and restore the affected portion of the Projects.

## **ARTICLE VIII EVENTS OF DEFAULT; REMEDIES**

**Section 8.1 Events of Default.** Each of the following events is hereby declared an “Event of Default” under this Indenture:

(a) Default in the payment of any installment of interest payable on any of the Bonds when it becomes due and payable, and continuance of such default for a period of five (5) Business Days; or

(b) Default in the payment of the principal of or the premium, if any, payable on any of the Bonds when it becomes due and payable, either at maturity, by proceedings for redemption or upon acceleration; or

(c) Subject to the provisions of Section 8.2, default in the performance, or breach, or any covenant, warranty or representations of the Agency contained in this Indenture (other than a default under subsections (a) and (b) of this Section); or

(d) (1) an Event of Bankruptcy of the Agency; (2) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of the Agency or of any substantial portion of its property; or (3) the ordering of the winding up or liquidation of the affairs of the Agency; or

**Section 8.2 Notice and Opportunity to Cure Certain Defaults.** No default under Section 8.1(c) shall constitute an Event of Default until written notice of such default has been given to the Agency by the Trustee and the Agency has had 90 days after receipt of such notice to correct such default or cause such default to be corrected, and fails to do so. However, if the default is such that it cannot be corrected within such 90-day period, it shall not constitute an Event of Default if corrective action is instituted by the Agency within such period and diligently pursued (as determined by the Trustee) until the default is corrected.

**Section 8.3 Acceleration.** Upon the occurrence of an Event of Default described in Section 8.1(a) or (b) (of which the Trustee shall be deemed to have notice pursuant to the provisions of Section 9.1(g)), and the written request of the owners of not less than 50% in Aggregate Principal Amount of the Bonds then outstanding hereunder (exclusive of any Bonds the registered owner of which is the Agency), and upon being indemnified to its satisfaction as provided in Section 9.1(1), the Trustee shall, by notice in writing delivered to the Agency (an “Acceleration Declaration”), declare the entire principal amount of the Bonds then outstanding hereunder and the interest accrued thereon immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of Section 8.10 with respect to waivers of Events of Default. The Trustee shall give notice thereof by first class mail, postage prepaid, to all owners of outstanding Bonds; provided, however, that the giving of such notice shall not be considered a precondition to the Trustee declaring the entire principal amount of the Bonds then outstanding and the interest accrued thereon immediately due and payable. The Bonds shall cease to accrue interest on the date of the Acceleration Declaration whether or not they are paid on such date.

**Section 8.4 Remedies; Rights of Bondholders.** Upon the occurrence and continuance of any Event of Default hereunder, and upon being indemnified to its satisfaction as provided in

Section 9.1(1), the Trustee may, and with the written request of the owners of not less than 50% in Aggregate Principal Amount of the Bonds then outstanding hereunder (exclusive of any Bonds the registered owner of which is the Agency) the Trustee shall:

(a) By mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the owners under, and require the Agency to carry out any agreements with or for the benefit of the owners of Bonds and to perform its or their duties under the Act and this Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of this Indenture; or

(b) Bring suit upon the Bonds or the Indenture; or

(c) By action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the owners of Bonds, including any material change in the basic nature of the Agency, but any such judgment against the Agency shall be enforceable only against the Trust Estate and no recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the owners of the Bonds, but such lien, rights, powers and remedies of the Trustee and of the Bondholders shall continue unimpaired as before; or

(d) Have a receiver appointed as a matter of right, without regard to the sufficiency of the Projects or any other security for the indebtedness secured hereby and, without the necessity of posting any bond or other security, such receiver shall take possession and control of the Projects and shall collect and receive all of the rents, issues, and profits thereof; or

(e) Revoke the Agency's license to collect the Firm Wholesale Power Rate, suspend the Agency's use of the Revenue Fund, Rate Stabilization Fund, Subordinate Debt Fund and R&R Fund, and direct the Purchasing Utilities to transfer those payments directly to the Trustee; or

(f) Demand specific performance of, retain or terminate the Power Sales Agreement (which rights are held by the Trustee as assignee of the Power Sales Agreement and consented to by each of the Purchasing Utilities as provided in Section 11(b) of the Power Sales Agreement); or

(g) Subject to the provisions of Section 8.3 applicable to an Event of Default under Section 8.1(a) or (b), accelerate all outstanding amounts on the Bonds made by the Agency and cause the Agency to pay in immediately available funds, an amount sufficient to repay the Bonds in full, together with interest; or

(h) Compel specific performance by the Agency of its obligations under the Bond Documents; or

(i) Appoint a manager or managers for the Projects; or

(j) Without being required to give any notice except as provided herein, pursue all remedies of a secured creditor under applicable laws of the State against the Agency; or

(k) Institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any violation or attempted violation of any of the provisions hereof, or to recover monetary damages caused by such violation or attempted violation; or

- (l) Exercise, any, some or all other remedies available by law or in equity.

Provided, however, that the Trustee shall have the right to decline to comply with any such request or direction if the Trustee shall be advised by counsel (who may be its own counsel) that the action so requested may not lawfully be taken or the Trustee in good faith shall determine that such action would be unjustly prejudicial to the owners of Bonds not parties to such request.

Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the rents, revenues, income, product and profits thereof, pending such proceedings, but, notwithstanding the appointment of any receiver, trustee or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities or other instruments at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the owners of Bonds) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the owners of Bonds now or hereafter existing at law or in equity or by statute; provided, however, that any conditions set forth herein to the taking of any remedy to enforce the provisions of this Indenture and the Bonds shall also be conditions to seeking any remedies under any of the foregoing pursuant to this Section 8.4.

No delay or omission of the Trustee or any owner of Bonds to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or acquiescence therein; and every such right and power given by this Article VIII to the Trustee and the owners of Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the owners of Bonds, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

**Section 8.5 Direction of Proceedings by Bondholders.** The owners of not less than a majority in Aggregate Principal Amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, including enforcement of the rights of the Agency or the appointment of a receiver or any other proceedings hereunder, provided the Trustee shall have the right to decline to comply with any such direction if it shall in good faith determine that such direction is not in accordance with the provisions of law or of this Indenture, or that the proceedings so directed might involve it in personal liability for which it has not been indemnified to its satisfaction.

**Section 8.6 Application of Money.** Subject to the provisions of the Tax Certificate, all Revenues, condemnation or insurance proceeds, or other money received by the Trustee or any receiver pursuant to any right given or action taken under any provisions of this Indenture shall (after payment of the costs and expenses of the proceedings resulting in the collection of such money and the expenses, liabilities and advances, including reasonable attorneys' fees incurred or made by the

Trustee, it being understood that such payment shall not be made from money held for the benefit of the Bondholders for redemption or payment of the Bond pursuant to Article XI) be deposited in the Bond Fund and all money so deposited during the continuance of an Event of Default (other than money for the payment of Bonds that have previously matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default), together with all money in the Funds maintained by the Trustee under Articles IV, shall be applied as follows:

(a) Unless the Trustee has delivered an Acceleration Declaration to the Agency pursuant to Section 8.3 (which Acceleration Declaration has not been rescinded) all such money shall be applied:

FIRST: To the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Certificate;

SECOND: To the payment to the Persons entitled thereto of all installments of interest then due on the outstanding Bonds, with interest on overdue installments, if lawful, at the rate per annum borne by the Bonds in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege;

THIRD: To the payment to the Persons entitled thereto of the unpaid principal of any of the outstanding Bonds which shall have become due, with interest on such Bonds at their rate from the respective dates upon which they became due, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, to the Persons entitled thereto without any discrimination or privilege; and

(b) If the Trustee has delivered an Acceleration Declaration to the Agency pursuant to Section 8.3, all such money shall be applied:

FIRST: To the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Certificate;

SECOND: To the payment of the principal and interest then due and unpaid upon the Bonds, with interest on overdue interest and principal, as aforesaid, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege; and

(c) If the Trustee has delivered an Acceleration Declaration to the Agency pursuant to Section 8.3 and if such Acceleration Declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section 8.6, which shall be applicable if the principal of all the Bonds later becomes due or be declared due and payable, the money shall be applied in accordance with the provisions of paragraph (a) of this Section 8.6.



Whenever money is to be applied pursuant to the provisions of this Section, such money will be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such money, it shall, except as in accordance with Section 8.3, fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable in Trustee's judgment) upon which such application is to commence and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Trustee shall not be required to make payment to the owner of any unpaid Bond until that Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Section 8.7 Remedies Vested in Trustee.** All rights of action including the right to file proof of claims under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the owners of the then outstanding Bonds, subject to the provisions of this Indenture.

**Section 8.8 Rights and Remedies of Bondholders.** No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default shall have become an Event of Default and the owners of not less than 50% in Aggregate Principal Amount of Bonds then outstanding shall have made written request to the Trustee and shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and unless also such Bondholders have offered to the Trustee indemnity as provided in Section 9.1(1), and unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request, offer of indemnity and consent are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by any action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the owners of all Bonds outstanding. Nothing in this Indenture contained shall, however, (i) affect or impair the right of any owner to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof or (ii) affect or impair the obligation of the Agency to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner in said Bonds expressed.

**Section 8.9 Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every case the Agency and the Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder

with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 8.10 Waiver of Events of Default.** The Trustee may, in its discretion, and without any action on the part of the Bondholders, waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal, and shall do so upon being indemnified to its satisfaction and upon the written request of the owners of (i) at least a majority in Aggregate Principal Amount of all the Bonds outstanding in respect of which default in the payment of principal and/or interest exists, or (ii) at least a majority in Aggregate Principal Amount of all the Bonds outstanding in the case of any other Event of Default; provided, however that there shall not be waived without the consent of the Bondholders affected thereby (A) any Event of Default in the payment of the principal of any outstanding Bonds when due whether by mandatory redemption through the Bond Fund, at the dates of maturity specified therein or otherwise, (B) any default in the payment when due of the interest on any such Bonds.

In case of any such waiver or rescission or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Agency, the Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

**Section 8.11 Agency's Rights of Possession and Use of its Property.** So long as the Agency is in full compliance with the terms and provisions, the Agency shall be suffered and permitted to possess, use and enjoy its property and appurtenances thereto free of claims of the Trustee.

**Section 8.12 Waiver of Redemption; Effect of Sale of Trust Estate.** The Agency, to the extent permitted by law, shall not claim any rights under any stay, valuation, exemption or extension law, and hereby waives any right of redemption it may have in respect of any sale or other disposition of the Agency's property (to the extent any rights or claims in and to any such property constitute a portion of the Trust Estate) pursuant to the rights and remedies granted under this Article. Upon the institution of any foreclosure proceedings or upon any sale or other disposition of the Agency's property to satisfy amounts owing hereunder, the principal of all Bonds then Outstanding hereunder, if not previously due and payable, shall without notice become immediately due and payable.

**Section 8.13 Notice of Default.** Upon obtaining knowledge of any default hereunder, the Trustee will promptly give written notice thereof to the Agency, setting forth the nature of such default. The foregoing notwithstanding, the giving of such notice shall not be considered a precondition to the Trustee declaring the entire principal amount of the Bonds then Outstanding and the interest accrued thereon immediately due and payable.

**Section 8.14 Preservation of FERC Rights.** Notwithstanding any provision contained herein, in the event of any default hereunder, Trustee, and its successors and assigns, has the right but not the obligation to perform any and all acts required by an order of the Federal Energy Regulatory Commission or its successor affecting the leased portion of the encumbered property securing the Bonds and obligations of the Agency without the prior approval of the Agency.

## **ARTICLE IX TRUSTEE**

**Section 9.1 Acceptance of the Trusts.** The Agency appoints Wells Fargo Bank, National Association as Trustee. The Trustee hereby accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth herein, to all of which the Agency agrees and the respective owners of the Bonds agree by their acceptance of delivery of any of the Bonds. The Trustee, prior to the occurrence of an Event of Default hereunder and after the curing of all events of default hereunder which may have occurred, agrees to undertake to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee. If an Event of Default hereunder has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise in the circumstances in the conduct of such person's own affairs. The Trustee agrees to perform such trusts upon and subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, affiliates, or receivers and shall not be responsible for the misconduct or negligence of any such attorneys, agents, affiliates, or receivers appointed in the exercise of due care. The Trustee shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Agency, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for any statement or information in any official statement or other offering material prepared or distributed with respect to the Bonds, or for the investment of money as herein permitted (except that no investment shall be made except in compliance with Section 4.8), or for the recording or re-recording, filing or re-filing of this Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Agency of this Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof. The Trustee may (but shall be under no duty to) require of the Agency full information and advice as to the performance of the covenants, conditions and agreements herein. The Trustee shall have no obligation to perform any of the duties of the Agency.

(c) The Trustee shall not be accountable for the use or application by the Agency of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture.

(d) The Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, report, plan, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee

pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Agency by an Authorized Representative of the Agency as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Authorized Representative of the Agency to the effect that a resolution in the form therein set forth has been adopted by the Agency as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, other than an Event of Default under subsection (a), or (b) of Section 8.1 unless the Trustee shall be specifically notified in writing of such default (a "Default Declaration")• by the Agency or by the owners of at least 50% in Aggregate Principal Amount of all Bonds then Outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Office of the Trustee, and in the absence of such Default Declaration so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the property of the Agency.

(i) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property pledged hereunder, including all books, papers and records of the Agency pertaining to the property pledged hereunder and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. No provision of this Indenture shall require the Trustee to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have the reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed reasonably necessary for the purpose of establishing the right of the Agency to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Before taking any action under this Article other than an acceleration when required pursuant to Section 8.3, or effecting optional or mandatory redemptions, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, without limitation, reasonable attorney's fees and any liability arising from any present or future federal, state or local law, statute, ordinance, rule or regulation, including without limitation, those relating to the protection of the environment or Hazardous Substances, except liability that is adjudicated to have resulted from its gross negligence or willful default in connection with any action so taken.

(m) All money received by the Trustee shall, until used or applied or invested as provided in this Indenture, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall not be under any liability for interest on any money received hereunder except such as may be agreed upon.

**Section 9.2 Compensation and Expenses of Trustee.** The Trustee shall be entitled to payment and/or reimbursement for reasonable fees and for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by it in connection with such services. Upon an Event of Default hereunder, but only upon such an Event of Default, the Trustee shall have a right of payment prior to payment on account of principal of, or premium, if any, or interest on any Bond for the foregoing advances, fees, costs and expenses incurred, provided, however, that in no event shall the Trustee have any such prior right of payment or claim therefor against (i) money or obligations deposited with or paid to the Trustee for the redemption or payment of Bonds that are deemed to have been paid in accordance with Article XI, and (ii) amounts on deposit in the Rebate Fund, and (iii) other funds held in trust by the Trustee for the benefit of the Holders of particular Bonds.

**Section 9.3 Notice to Bondholders.** If an Event of Default occurs of which the Trustee is by subsection (g) of Section 9.1 required to take notice or if notice of default is given as provided in said subsection (g), then the Trustee shall give written notice thereof by first class mail, postage prepaid to the registered owners of all then Outstanding Bonds.

**Section 9.4 Good Faith Reliance.** The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, electronic mail, telex or facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture or upon the written opinion of any attorney, engineer, accountant or other expert believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any

statements contained or matters referred to in any such instrument, but may accept and rely, upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an owner of Bonds or to take any action at such person's request unless satisfactory evidence of the ownership of such Bond shall be furnished to the Trustee.

**Section 9.5 Dealings in Bonds.** The Trustee and its affiliates may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder, and may join in any action that any owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Agency, and may act as depository, trustee or agent for any committee or body of owners of Bonds or other obligations of the Agency as freely as if it did not act in any capacity hereunder.

**Section 9.6 Intervention by Trustee.** In any judicial proceeding to which the Agency is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 9.1(1), shall do so if requested in writing by the owners of at least 50% in Aggregate Principal Amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

**Section 9.7 Successor Trustee by Merger or Consolidation.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under Section 9.8, shall be and become successor Trustee hereunder, vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor under this Indenture without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 9.8 Trustee Required Eligibility.** There shall at all times be a Trustee hereunder which shall (i) be a commercial bank or trust company organized under the laws of the United States of America or any state, authorized to exercise corporate trust powers in the State, subject to supervision or examination by federal or state authorities and (ii) have a reported combined capital and surplus of not less than \$40,000,000. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner provided in Section 9.9(a). No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under Section 9.13.

**Section 9.9 Resignation of Trustee; Removal of the Trustee.**

(a) Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts created by this Indenture by executing an instrument in writing resigning such trusts and specifying the date when such resignation shall take effect, and filing the same with the Agency not less than 45 days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by first class mail, postage prepaid, not less than 20 days prior to such resignation date, to each registered owner of Bonds then outstanding, as shown by the Bond Register.

(b) **Removal of the Trustee.** The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Agency and signed by the owners of not less than a majority in Aggregate Principal Amount of Bonds then outstanding. So long as no Event of Default has occurred and is continuing under this Indenture, the Trustee may be removed at any time by an instrument in writing signed by the Agency and delivered to the Trustee. The foregoing notwithstanding, the Trustee may not be removed by the Agency unless written notice of the delivery of such instrument or instruments signed by the Agency is mailed to the owners of all Bonds outstanding under this Indenture, which notice indicates the Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective on the 90th day next succeeding the date of such notice. Such notice shall be mailed by first class mail postage prepaid to the owners of all such Bonds then outstanding at the address of such owners then shown on the Bond Register. The Trustee shall continue to act as Trustee hereunder and have the right to proceed to cure any gross negligence, willful misconduct or failure to unwillingness to perform its duties (any of which shall be deemed to constitute "cause"), for a period of two (2) weeks. If the Trustee has not taken steps to effect a cure within such time, the Trustee's functions hereunder will be terminated immediately upon appointment of a successor trustee by the Agency.

Notwithstanding anything herein to the contrary, Trustee shall be entitled to all unpaid fees and expenses earned or incurred through the effective date of any termination under this Section 9.10.

No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under Section 9.13.

**Section 9.10 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.** In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the process of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, then a vacancy shall forthwith and as a result thereof exist in the office of Trustee and a successor may be appointed, with the approval of the Agency, by the owners of a majority in Aggregate Principal Amount of Bonds then outstanding by filing with the Agency an instrument or concurrent instruments in writing signed by such owners' or by their attorneys in fact duly authorized; provided, nevertheless, that in case of such vacancy the Agency by an instrument executed and signed by an Authorized Representative of the Agency, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; provided further, that if no permanent successor Trustee shall have been appointed by the Bondholders within the six calendar months next succeeding the month during which the Agency appoints such a temporary Trustee, such temporary Trustee shall without any further action on the part of the Agency or the Bondholders become the permanent successor Trustee. After any appointment by the Agency as provided herein, the Agency shall cause notice of such appointment to be given and each Rating Agency and to be given by first class mail, postage prepaid, to all owners of Bonds. The foregoing notwithstanding, any such temporary Trustee so appointed by the Agency shall immediately and without further act be superseded by any successor Trustee so appointed by such Bondholders, with the consent of the Agency, as provided above within the six calendar months next succeeding the month during which such temporary Trustee is appointed.

**Section 9.11 Judicial Appointment of Successor Trustee.** In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing



provisions of this Article prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the resigning Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. All costs, fees and expenses related to such application to any court shall be paid by the Agency. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within six calendar months after a vacancy shall have occurred in the office of Trustee, any owner of Bonds may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

**Section 9.12 Concerning Any Successor Trustees.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Agency an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Agency or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder and execute and deliver an instrument transferring to such successor Trustee all estates, properties, rights, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the Agency be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Agency. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed and/or recorded.

**Section 9.13 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.** In the event of a change in the office of Trustee, the predecessor Trustee that has resigned or been removed shall cease to be Trustee of the Funds, the Rebate Fund and any other funds provided hereunder and shall cease to be the registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

## **ARTICLE X SUPPLEMENTAL INDENTURES**

**Section 10.1 Supplemental Indentures Not Requiring Consent of Bondholders.** Subject to the limitation set forth in Section 10.2 with respect to this Section, the Agency and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders and the Trustee, or either of them;

(c) To assign and pledge under or subject to this Indenture additional revenues, properties or collateral;

(d) To evidence the appointment of a separate Trustee or the succession of a new Trustee hereunder;

(e) To permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(f) To permit continued compliance with the Tax Certificate;

(g) To provide for certificated Bonds;

(h) To provide for the refunding or advance refunding of any Bonds, including the right to establish and administer an escrow fund and to take related action in connection therewith;

(i) To secure or maintain ratings from any Rating Agency in the highest short-term or commercial paper debt rating category and the highest long-term debt rating categories of such Rating Agency that are available for the Bonds, which changes will not restrict, limit or reduce the obligation of the Agency to pay the principal of and premium, if any, and interest on the Bonds as provided in this Indenture or otherwise adversely affect the owners of the Bonds under this Indenture;

(j) To appoint a successor Securities Depository;

(k) To allow the Agency to issue or make Additional Bonds pursuant to Section 2.14, as variable rate or fixed rate obligations;

(l) To allow the Agency to issue or make Subordinate Debt pursuant to Section 6.1; and

(m) To make any change that does not materially adversely affect the rights of any Bondholders and does not involve a change described in Section 10.2 requiring consents of specific Bondholders.

The Trustee shall not be obligated to enter into any such supplemental indenture that adversely affects the Trustee's own rights, duties or immunities under this Indenture.

## **Section 10.2 Supplemental Indentures Requiring Consent of Bondholders.**

(a) In addition to supplemental indentures covered by Section 10.1 and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in Aggregate Principal Amount of the Bonds outstanding hereunder at the time of the execution of such indenture or supplemental indenture shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Agency and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Agency for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this

Indenture or in any supplemental indenture; provided, however, that nothing contained in this Section or Section 10.1 shall permit, or be construed as permitting, a supplemental indenture to effect: (i) an extension of the maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the owners of such Bonds; (ii) a reduction in the amount or extension of the time of any payment required to be made to or from the Bond Fund; (iii) the creation of any lien prior to or on a parity with the lien of this Indenture on the Trust Estate described in the granting clauses of this Indenture, excluding Additional Bonds issued pursuant to Section 2.14, or the deprivation of any Bondholders of the lien created by this Indenture on such Trust Estate, without the consent of the owners of all the Bonds at the time outstanding; (iv) a reduction in the aforesaid Aggregate Principal Amount of Bonds the owners of which are required to consent to any such supplemental indenture, without the consent of the owners of all the Bonds at the time outstanding that would be affected by the action to be taken; or (v) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

(b) If at any time the Agency shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid to the registered owners of the Bonds at their addresses as the same shall appear on the Bond Register. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the owners of the requisite principal amount of Bonds outstanding hereunder at the time of the execution of any such supplemental indenture have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Agency from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

## **ARTICLE XI DISCHARGE AND DEFEASANCE**

**Section 11.1 Discharge.** If the Agency shall pay or provide for the payment of the entire indebtedness on all Bonds and Subordinate Debt outstanding in any one or more of the following ways:

(a) By paying or causing to be paid the principal of (including premium, if any) and interest on all Bonds and Subordinate Debt outstanding, as and when the same become due and payable; or

(b) By delivering to the Trustee, for cancellation by it, all Bonds and Subordinate Debt outstanding; or

(c) By defeasing all Bonds or Subordinate Debt according to the provisions of Section 11.3;

then this Indenture and the estate and rights granted hereunder shall cease, determine and become null and void, and thereupon the Trustee shall, upon Written Request of the Agency, and upon receipt by the Trustee of an Officer's Certificate and an Approving Opinion, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Indenture and the lien hereof. In such event, the Trustee shall (a) cancel and discharge this Indenture and the pledge and assignment of the Trust Estate, (b) execute and deliver to the Agency such instruments in writing prepared by the Agency or its counsel and provided to the Trustee as shall be required to cancel and discharge this Indenture and the pledge and assignment of the Trust Estate, and (c) reconvey, assign and deliver to the Agency so much of the Trust Estate as may be in its possession or subject to its control (except for (1) money and Government Obligations held for the purpose of paying Bonds or Subordinate Debt and (2) money and investments held in the Rebate Fund for payment to the United States Government).

The satisfaction and discharge of this Indenture shall be without prejudice to the rights of the Trustee to charge and be reimbursed by the Agency for any fees and expenditures that it may thereafter incur in connection herewith.

**Section 11.2 Liability of Agency Not Discharged.** Upon the deposit with the Trustee, in trust, at or before maturity, of money or Government Obligations in the amount necessary to pay or redeem all outstanding Bonds and Subordinate Debt (whether upon or prior to maturity or the redemption date of such Bonds and Subordinate Debt) and compliance with the other payment requirements of Section 11.1, provided that if such Bonds and Subordinate Debt are to be redeemed prior to the maturity thereof; notice of such redemption shall have been given as provided in Article V, or provisions satisfactory to the Trustee have been made for the giving of such notice, and subject to the provisions of Section 11.4, this Indenture may be discharged in accordance with the provisions hereof but the liability of the Agency in respect of such Bonds and Subordinate Debt shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the money or the Government Obligations deposited with the Trustee as aforesaid.

**Section 11.3 Defeasance.** Any Bond or Subordinate Debt will be deemed to have been paid within the meaning of Section 11.1 if the Agency:

(a) deposits with the Trustee, in trust, at or before maturity, money or Government Obligations that are not repayable or callable prior to the date the money therefrom is anticipated to be required in such amount as shall be determined (based upon a verification report delivered by a nationally recognized independent certified public accountant or firm of nationally recognized independent certified public accountants) will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, and with any uninvested cash, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such portion of the Bonds and Subordinate Debt at or before their respective maturity dates; and

(b) the Agency also pays or causes to be paid all other sums payable hereunder by the Agency with respect to such portion of the Bonds and Subordinate Debt, and,

(c) if such portion of the Bonds and Subordinate Debt is to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Article V of this Indenture, or provisions satisfactory to the Trustee have been made for the giving of such notice.

The liability of the Agency in respect of such Bonds and Subordinate Debt or such portion thereof shall continue, but the owners thereof shall thereafter be entitled to payment (to the exclusion of all other holders of Bonds or Subordinate Debt) only out of the money or Government Obligations deposited with the Trustee as aforesaid.

**Section 11.4 When Refunding Is Not Permitted.** As a condition precedent to the prior refunding of any Bonds or Subordinate Debt outstanding hereunder, the Trustee shall receive an Approving Opinion to the effect that such prior refunding would not result in the loss of any exclusion of interest on the Bonds or Subordinate Debt from gross income for federal income tax purposes under Section 103(a) of the Code to which the interest on such Bonds and Subordinate Debt would otherwise be entitled.

## **ARTICLE XII MISCELLANEOUS**

**Section 12.1 Springing Amendments.** This Indenture provides for the issuance of the 2019 Bond to defease the Refunded Bonds, which are all of the remaining outstanding 2009 Bonds. Therefore, as provided in Section 6.1 of the 2015 Supplemental Indenture and authorized by the Agency in the 2019 Bond Resolution, the Agency and the Trustee agree to incorporate in this Indenture provisions amending the Original Indenture and the 2015 Supplemental Indenture for all of the purposes described and permitted in Section 6.1 of the 2015 Supplemental Indenture, as follows.

(a) This Indenture removes the Deed of Trust from the Trust Estate, and the Trustee agrees to reconvey the Deed of Trust to the Agency and release the lien of the Bonds on the Project Assets, as permitted by Section 6.1(a) of the 2015 Supplemental Indenture.

(b) Section 4.2(c) of this Indenture incorporates the provision described in Section 6.1(b) of the 2015 Supplemental Indenture, eliminating the requirement for monthly deposits into the Bond Fund to pay principal of, premium, if any, and interest on Bonds.

(c) Section 4.6 of this Indenture incorporates the provision described in Section 6.1(c) of the 2015 Supplemental Indenture permitting the Agency use a Reserve Credit Facility to satisfy the R&R Fund requirement.

(d) Section 7.12(a)(2) of this Indenture incorporates the provision described in Section 6.1(d) of the 2015 Supplemental Indenture, providing for review by a Professional Utility Consultant if Net Revenues fail to satisfy the rate covenant set forth therein.

(e) Section 8.3 of this Indenture modifies the provisions relating to acceleration as a remedy, as permitted by Section 6.1(e) of the 2015 Supplemental Indenture

(f) Section 7.18 of this Indenture incorporates the provision described in Section 6.1(f) of the 2015 Supplemental Indenture removing the requirement for Bondowner consent when the Agency wishes to grant an exemption from the Full Requirements covenant in the Power Sales Agreement.

(g) Section 8.2 of this Indenture provides for a 90-day cure period for certain Events of Default, as permitted by Section 6.1(g) of the 2015 Supplemental Indenture.

(h) Section 5.5(a) of this Indenture modifies the timing for notices for the redemption of Book-Entry Bonds, as permitted by Section 6.1(h) of the 2015 Supplemental Indenture.

(i) Section 5.5(c) of this Indenture modifies the provision for conditional redemption of Bonds, as permitted by Section 6.1(i) of the 2015 Supplemental Indenture.

**Section 12.2 Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the Agency, the Trustee, and the owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Agency, the Trustee, and the owners of the Bonds as herein provided.

**Section 12.3 Notices.** Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when in writing and either mailed by first class mail, postage prepaid, with proper address as indicated below or sent by facsimile (with written confirmation by first class mail, postage prepaid). Any of such parties may, by written notice given by such party to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

**To the Agency:**

THE SOUTHEAST ALASKA POWER AGENCY  
1900 First Avenue #318  
Ketchikan, AK 99901  
Attention: Chief Executive Officer

with a copy to:

Ascent Law Partners, LLP  
719 Second Avenue, Suite 1150  
Seattle, WA 98104  
Phone: (206) 535-8411  
Attention: Joel Paisner

**To the Trustee: [Denver?]**

[Wells Fargo Bank, National Association  
1300 S.W. 5th Avenue, 11th Floor  
MAC P6101-114  
Portland, Oregon 97201  
Attention: Corporate Trust Department  
Fax: (503) 886-3300  
Phone: (503) 886-1411]

**To Moody's:**

Moody's Investors Service  
Public Finance Department  
99 Church Street  
New York, NY 10007-2796  
Attention: Structured Finance Group

**To S&P:**

S&P Global Ratings  
55 Water Street  
New York, NY 10041

**Section 12.4 Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 12.5 Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the laws of the State.

**Section 12.6 Additional Notices to Rating Agencies.** The Trustee hereby agrees that if at any time (i) payment of principal of and interest on the Bonds is accelerated pursuant to the provisions of Section 8.3, (ii) the Agency shall redeem any portion of the Bonds outstanding hereunder prior to maturity, (iii) the Agency shall provide for the payment of any portion of the Bonds pursuant to Article XI, (iv) a successor Trustee is appointed hereunder, or (v) any amendment or supplement to the Indenture shall become effective, in each case, the Trustee shall give notice to each Rating Agency then maintaining a rating on the Bonds. Any additional information that the Rating Agency may reasonably request to maintain the rating on the Bonds shall be provided by the Agency or Trustee, as appropriate.

**Section 12.7 Unclaimed Money.** Any money deposited with the Trustee by the Agency in accordance with the terms and provisions of this Indenture to redeem or pay any Bond in accordance with the provisions of this Indenture, and remaining unclaimed by the registered owner of the Bond for six years after the date fixed for final maturity or redemption of all Bonds, as the case may be, shall be repaid by the Trustee to the Agency upon its Written Request therefore; and thereafter the registered owner of the Bond shall be entitled to look only to the Agency for payment thereof, provided, however, that the Trustee, before being required to make any such repayment, shall, at the expense of the Agency, mail to the registered owner thereof at its address, as the same shall last



appear on the Bond Register, a notice to the effect that said money has not been so applied and that after the date named in said notice any unclaimed balance of said money then remaining will be returned to the Agency.

**Section 12.8 Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

**Section 12.9 Severability.** If any provision of this Indenture is held or deemed to be or is, in fact, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

IN WITNESS WHEREOF, the Agency and the Trustee have caused this Amended and Restated Indenture to be executed, as of the date first above written.

THE SOUTHEAST ALASKA POWER AGENCY

By: \_\_\_\_\_  
\_\_\_\_\_, Chair, Board of Directors

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

## EXHIBIT A

### Form of Requisition –2019 Costs of Issuance Account

TO: WELLS FARGO BANK, NATIONAL ASSOCIATION, Trustee  
FROM: THE SOUTHEAST ALASKA POWER AGENCY  
RE: Electric Revenue Refunding Bond, Series 2019

This represents Requisition Certificate No. 1 in the total amount of \$\_\_\_\_\_ for payment of Issuance Costs related to the Electric Revenue Refunding Bond, Series 2019, as defined in the Amended and Restated Indenture of Trust, dated May\_\_, 2019 (the “Indenture”).

The payee(s), the amount of disbursement requested, and any other payment instructions are as follows:

<i>Description</i>	<i>Firm</i>	<i>Total</i>
Bond Counsel	Stradling Yocca Carlson & Rauth, P.C.	\$_____
Total		<u>\$_____</u>

THE SOUTHEAST ALASKA POWER AGENCY (the “Agency”) hereby certifies that (1) the expenditure(s) for which money is requested hereby represent proper Issuance Costs and have not been included in a previous requisition certificate, and (2) none of the payments requested herein will result in a breach of the representations and agreement contained in Section 7.7 of the Indenture or in the Tax Certificate.

Dated this \_\_\_\_\_ day of May, 2019.

THE SOUTHEAST ALASKA POWER AGENCY

By: \_\_\_\_\_  
\_\_\_\_\_, Chief Executive Officer

## EXHIBIT B

### Form of 2019 Bond

No. R-1

\$ \_\_\_\_\_

#### UNITED STATES OF AMERICA STATE OF ALASKA

#### The Southeast Alaska Power Agency Electric Revenue Refunding Bond, Series 2019

INTEREST RATES: (See Below)

FINAL MATURITY DATE:

REGISTERED OWNER: ALASKA MUNICIPAL BOND BANK (the "Bond Bank")

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The Southeast Alaska Power Agency, a joint action agency formed under Alaska law (the "Agency"), for value received, acknowledges itself to owe and for value received hereby promises to pay (but only out of the Trust Estate) to the Registered Owner identified above, or registered assigns, the principal amount specified above, in installments payable as set forth below, together with interest on such installments from the date hereof or the most recent date to which interest has been paid or duly provided for, at the interest rates set forth below, on \_\_\_\_\_, 20\_\_, and on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 thereafter until payment of the principal sum has been made or duly provided for.

Principal Installment Payment Year (_____ 1)	Principal Installment Amount	Interest Rate
_____	_____	_____

This bond is issued under an Amended and Restated Indenture of Trust, dated May \_\_, 2019 (the "Indenture"), between the Agency and Wells Fargo Bank, National Association (the "Trustee"), as authorized by Resolution No. 2019-\_\_ of the Agency's Board of Directors, adopted on March \_\_, 2019 (the "2019 Bond Resolution"). Proceeds of this bond will be used to refund certain outstanding bonds of the Agency. Capitalized terms used in this bond and not otherwise defined have the meanings given them in the Indenture.

Installments of principal of and interest on this bond are payable by the Trustee in accordance with the Indenture; provided, however, so long as the Bond Bank is the Registered Owner of this

bond, payments of principal of and interest on this bond will be made to the Bond Bank in accordance with the Loan Agreement.

Principal installments of this bond are subject to prepayment as provided in the Indenture and Loan Agreement.

This bond is issued on a parity of lien with the Agency's outstanding Electric Revenue Improvement and Refunding Bonds, Series 2015 (the "2015 Bonds"), and under the Indenture the Agency has reserved the right to issue Additional Bonds on a parity of lien with the 2015 Bonds and this bond on the terms and conditions set forth therein. The 2015 Bonds, this bond, and any Additional Bonds are defined in the Indenture and herein as the "Bonds."

THE OBLIGATION OF THE ISSUER TO PAY THE BONDS DOES NOT CONSTITUTE A DEBT OF THE STATE OF ALASKA OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF ALASKA OR OF THE MEMBER UTILITIES OF THE ISSUER. THE BONDS ARE PAYABLE ONLY FROM THE TRUST ESTATE, INCLUDING REVENUES RECEIVED PURSUANT TO THE POWER SALES AGREEMENT AND AMOUNTS IN FUNDS HELD BY THE TRUSTEE PURSUANT TO THE INDENTURE. THE ISSUER IS NOT OBLIGATED TO PAY THE BONDS OR THE INTEREST ON THE BONDS EXCEPT FROM THE REVENUE PLEDGED FOR THE BONDS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF ANY MEMBER UTILITIES OF THE ISSUER, THE STATE OF ALASKA OR OF ANY INSTRUMENTALITY OR POLITICAL SUBDIVISION THEREOF OTHER THAN THE ISSUER IS PLEDGED TO THE PAYMENT OF THE BONDS. THE ISSUER HAS NO TAXING POWER.

The Trust Estate is defined to include Revenues, the funds and accounts held by the Trustee (excluding the Rebate Fund), the Agency's rights and interests in the Power Sales Agreement, and other Agency revenues related to the Projects, including insurance and condemnation proceeds. The Bonds shall constitute a valid claim of the respective owners thereof against the Trust Estate, which is pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Bonds are not general obligations of the Agency, and under no circumstances shall the Bonds be payable from, nor shall the holders thereof have any rightful claims to, any income, revenues, funds or assets other than those pledged under the Indenture as security for the payment of the Bonds.

Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the registered Bondholders of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Agency thereunder, to all of the provisions of which Indenture the Holder of this bond, by acceptance hereof, assents and agrees.

Any transfer or exchange of this bond must be as provided in the Indenture. The Agency and the Trustee may treat the person in whose name this bond is registered as its absolute owner for all purposes, as provided in the Indenture.

The Owner of this bond shall have no right to institute any suit, action or proceeding at law or in equity, for enforcement of the Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy under or upon the Indenture, except as provided in the Indenture.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State.

This bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed has been manually signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this bond have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Alaska; that this bond and all other obligations of the Agency and are within every debt limitation and other limit prescribed by such Constitution and Statutes.

In witness whereof, The Southeast Alaska Power Agency has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chair of its Board of Directors and attested by the manual or facsimile signature of its Secretary, all as of the above date.

**THE SOUTHEAST ALASKA POWER AGENCY**

\_\_\_\_\_, Chair

Attest:

\_\_\_\_\_, Secretary

**THIS BOND SHALL NOT BE VALID UNLESS PROPERLY AUTHENTICATED BY THE TRUSTEE IN THE SPACE INDICATED BELOW.**

**CERTIFICATE OF AUTHENTICATION**

This is the Agency's Electric Revenue Refunding Bond, Series 2019, issued pursuant to the 2019 Bond Resolution described herein.

AUTHENTICATION DATE: May \_\_, 2019

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ [name, address and tax i.d. number of transferee] the within-mentioned Registered Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_, \_\_\_\_

NOTICE: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: The signatures to this Assignment must be guaranteed by a financial institution that is a member of the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP") or the New York Stock Exchange, Inc. Medallion Securities Program ("MSP").

Signature Guaranteed

(Bank, Trust Company or Brokerage Firm)

Authorized Officer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – tenants in common

TEN ENT – as tenants by the entireties

JT TEN – as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the list above.



## **EXHIBIT C**

### **Projects Asset List**

[i.e., Exhibit B from Deed of Trust]

# **TAX AND GENERAL CERTIFICATE OF CITY AND BOROUGH OF WRANGELL**

\$ \_\_\_\_\_

## **The Southeast Alaska Power Agency Electric Revenue Refunding Bond, Series 2019**

The Southeast Alaska Power Agency (the “Agency”), a joint action agency formed under the authority of AS 42.45.300-.320 by the City of Ketchikan d/b/a Ketchikan Public Utilities (“KPU”), the City and Borough of Wrangell d/b/a City and Borough of Wrangell Light Department (“Wrangell”), and the Petersburg Borough, as successor in interest to the City of Petersburg, d/b/a Petersburg Municipal Power and Light (“Petersburg”), intends to issue its Electric Revenue Refunding Bond, Series 2019, in the principal amount of \$\_\_\_\_\_ (the “2019 Bond”), as authorized by Resolution No. \_\_\_\_ adopted by the Agency’s Board of Directors on March 18, 2019 (the “Resolution”), and issued pursuant to an Amended and Restated Indenture of Trust, dated May 2, 2019 (the “Indenture”), between the Agency and Wells Fargo Bank, National Association (the “Trustee”).

Power is sold by the Agency to KPU, Petersburg, and Wrangell (each, a “Member Utility”) pursuant to a Long-Term Power Sales Agreement between the Agency and the Member Utilities (the “PSA”) effective February 19, 2009.

Proceeds of the 2019 Bond will be used to (i) refund all of the Agency’s outstanding Electric Revenue Refunding Bonds, Series 2009, and (ii) pay the costs of issuance and refunding.

Capitalized terms not defined herein have the meanings given them in the Indenture.

Pursuant to the Treasury Regulations and requirements of the Loan Agreement executed by the Agency in connection with the sale of the 2019 Bond to the Alaska Municipal Bond Bank (the “Bond Bank”), Wrangell, as a member of the Agency, makes and enters into this Certificate as follows:

As the [Borough Manager] of the City and Borough of Wrangell, I hereby certify, represent and covenant that:

1. I am the duly appointed and acting [Borough Manager] of the City and Borough of Wrangell, authorized to sign this Certificate on behalf of Wrangell pursuant to Resolution No. \_\_\_\_ of the Borough Assembly of the City and Borough of Wrangell adopted on March \_\_, 2019.

2. There is no action, suit, proceedings or investigation at law or in equity before or by any court or governmental body pending or, to the best of my knowledge, threatened against Wrangell that would materially adversely affect the operations of Wrangell’s electrical system, its financial condition, or its ability to perform under the PSA.

3. Wrangell will make all payments required under the PSA as an operations and maintenance expense of Wrangell for the cost of purchased power and energy.

4. Wrangell acknowledges that by Section 11(b) of the PSA it has consented to SEAPA’s assignment to the Trustee under the Indenture of SEAPA’s rights to receive payments from Wrangell under the PSA.

5. Pledged Funds.

(a) Other than the Light Fund, no funds or accounts have been or are expected to be established and no money or property has been or is expected to be pledged or otherwise restricted by Wrangell (no matter where held or the source thereof) that is expected to be used or available to be used to pay, directly or indirectly, payments to be made to the Agency by Wrangell pursuant to the PSA. Wrangell does not and will not have any credit enhancement or liquidity device relating to its payment obligations under the PSA. No particular amount in the Light Fund has been or will be earmarked or otherwise restricted to make, directly or indirectly, payments to be made to the Agency by Wrangell pursuant to the PSA, and there are no assurances that adequate amounts will be on deposit in the Light Fund to be used to make, directly or indirectly, payments to be made to the Agency by Wrangell pursuant to the PSA, because amounts in the Light Fund can be used for any lawful electric system purpose.

(b) Neither Wrangell nor any agency, department or division of the City and Borough of Wrangell has on hand any funds that could legally and practically be used for the purposes for which the 2019 Bond are being issued that are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Since no such funds exist, accordingly, the Agency will not use proceeds of the 2019 Bond, directly or indirectly, to replace funds of Wrangell or any agency, department or division of the City and Borough of Wrangell that could be used for the purposes for which the 2019 Bond are being issued. Since no such funds exist, accordingly, the Agency will not use proceeds of the 2019 Bond to replace any proceeds of any prior issuance of obligations by Wrangell or any agency, department or division of the City and Borough of Wrangell.

(c) No portion of the payments to be made to the Agency by Wrangell pursuant to the PSA or any credit enhancement or liquidity device relating to the foregoing is or will be directly or indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

6. Payment and Use.

(a) No more than 5% of the Projects will be used, directly or indirectly, in whole or in part, in any Private Business Use. "Private Business Use" means any use of the Projects by any person or entity other than a state or local governmental unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service incentive payment, research or output contract or (iii) any other similar, agreement or understanding, whether written or oral, except for use of the Projects on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Projects that is available for use by the general public or that conveys to any person or entity other than a state or local governmental unit any special economic benefit with respect to any portion of the Projects that is not available for use by the general public.

(b) Except for contracts for the purchase of output of the Projects permitted by Section 7, no user of the Projects other than a state or local governmental unit will use more

than 5% of the Projects, in the aggregate, on any basis other than the same basis as the general public.

7. Use of Power by Non-Governmental Entities.

(a) No more than 5% of the electrical output of the Projects will be sold or transferred to any person or entity that is not a state or local governmental unit pursuant to any agreement or understanding, whether written or oral (or permit to be otherwise used, directly or indirectly) pursuant to (i) a “take contract,” (ii) a “take or pay contract,” (iii) a “requirements contract” that contains contractual terms that obligate the purchaser to make payments that are not contingent on the output requirements of the purchaser or that obligates the purchaser to have output requirements or (iv) a wholesale “requirements contract” the term of which, including all renewal options, exceeds five years or pursuant to which the amount of output to be purchased under the contract (and any other requirements contract with the same purchaser or a related person with respect to the Projects) exceeds 5% of the output of the Projects. A “take contract” is a contract under which the purchaser agrees to pay for the output under the contract if the Projects are capable of providing the output. A “take or pay contract” is a contract under which a purchaser agrees to pay for the output under the contract, whether or not the Projects are capable of providing the output. A “requirements contract” is any contract for the purchase of output, other than a take contract or a take or pay contract, under which a nongovernmental person agrees to purchase all or part of its requirements.

(b) Notwithstanding paragraph (a) above, an output contract with respect to the Projects may be executed if:

(i) the term of the contract, including all renewal options, is not longer than three years;

(ii) the contract either is a negotiated, arm’s-length arrangement that provides for compensation at fair market value or is based on generally applicable and uniformly applied rates; and

(iii) the Projects were not financed for a principal purpose of providing output for use by that nongovernmental person.

(c) An agreement to swap or pool output with respect to the Projects with one or more governmental persons will not be entered into unless under the agreement:

(i) the swapped output is reasonably expected to be approximately equal in value (determined over periods of three years or less); and

(ii) the purpose of the agreement is to enable each of the parties to satisfy different peak load demands, to accommodate temporary outages, to diversify supply, or to enhance reliability in accordance with prudent reliability standards.

(d) No output contract that is properly characterized as a lease for federal income tax purposes will be entered into with respect to the Projects.

(e) The terms used in this Section 7 shall be interpreted and construed in accordance with their meaning under Section 141(b) of the Internal Revenue Code of 1986, as amended, including the Treasury Regulations promulgated thereunder, as amended, as such terms are interpreted and construed from time to time, and such interpretations and constructions, when applicable, shall be applied to the 2019 Bond.

8. I hereby acknowledge that the representations and covenants set forth in Sections 5, 6, and 7 of this Certificate may be relied upon by the Agency in connection with its issuance of the 2019 Bond.

Dated this \_\_\_\_ day of May, 2019.

CITY AND BOROUGH OF WRANGELL, ALASKA  
D/B/A CITY AND BOROUGH OF WRANGELL  
LIGHT DEPARTMENT

By: \_\_\_\_\_  
Title: [Borough Manager]

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>13b</b>

**RESOLUTION NO. 03-19-1446** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARTICIPATION AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF THE STATE OF ALASKA (PERS) BY UPDATING PREVIOUS AMENDMENT NUMBER EIGHT, BY ADDING THE BOROUGH MANAGER TO SAID AGREEMENT

<u><b>SUBMITTED BY:</b></u>
Lee Burgess, Finance Director

<u><b>FISCAL NOTE:</b></u>		
<b>Expenditure Required:</b> \$XXX Total		
FY 19: \$	FY 20: \$	FY21: \$
<b>Amount Budgeted:</b>		
FY19 \$ N/A		
<b>Account Number(s):</b>		
N/A		
<b>Account Name(s):</b>		
N/A		
<b>Unencumbered Balance(s) (prior to expenditure):</b>		
\$N/A		

<u><b>Reviews/Approvals/Recommendations</b></u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

**ATTACHMENTS:** 1. Res 03-19-1446.

## **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 03-19-1446, that amends the PERS Agreement with the State of Alaska by Adding the Borough Manager to said Agreement.

## **SUMMARY STATEMENT:**

Following the Manager's evaluation in January the Assembly agreed to reinstate the Borough Manager position into the PERS system. The Borough currently contributes \$15,000 annually to ICMA retirement for the Borough Manager. The PERS contribution is 22% of a position's salary. Based on the Manager's current salary, 22% of that is \$24,200 annually. This is \$9,200 more than the current \$15,000 ICMA 457 contribution.

This Resolution adds the Borough Manager position to PERS, pursuant to the Borough Manager's evaluation held January 22<sup>nd</sup> and approval of the Borough Manager's Supplemental Compensation package on March 12<sup>th</sup>.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 03-19-1446

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE PARTICIPATEION AGREEMENT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF THE STATE OF ALASKA (PERS) BY UPDATING PREVIOUS AMENDMENT NUMBER EIGHT, BY ADDING THE BOROUGH MANAGER TO SAID AGREEMENT

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

WHEREAS, the City & the Borough of Wrangell previously exempted the position of Borough Manager from participating in the Public Employees Retirement System; and

WHEREAS, the City and Borough of Wrangell adopted resolution number 03-19-1446 and PERS agreement amendment number nine for the sole purpose of adding to PERS participation, the Borough Manager; and

WHEREAS, going forward the City and Borough of Wrangell will begin THE process of payroll deductions to reflect this change.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL ALASKA, THAT the Assembly approves the amendment to PERS by adding the Borough Manager.

SECTION 1. The political subdivision wishes to change subparagraph (2) of page 2 to read as follows:

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

SECTION 2. This resolution and the Public Employees Retirement System amendment is effective retroactive to March 1, 2019.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 26<sup>th</sup> DAY OF MARCH, 2019.



CITY & BOROUGH OF WRANGELL

---

Stephen Prysunka, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 26, 2019
	<u>Agenda NO.</u>	<b>13c</b>

**RESOLUTION No. 03-19-1447** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE NOLAN CENTER FACILITY MANAGER

**SUBMITTED BY:**

Cyni Crary, Nolan Center Director

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
-----------	-----------	----------

**Amount Budgeted:**

FY19 \$XXX

**Account Number(s):**

XXXXXX 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. Resolution No. 03-19-1447    2. Proposed Job Description (showing tract changes & Clean versions)

**RECOMMENDED MOTION:**

Move to approve Resolution No. 03-19-1447 that updates the job description for the Nolan Center Facility Manager.

**SUMMARY STATEMENT:**

When I started as the Nolan Center Director, the Facility Manager position was a new position. I initially created the job description based on what I thought the expectations would be at the time. I knew that it would potentially need modifications after having more time to fully understand the

needs of the facility. Over the last several months I've had the opportunity to evaluate the more specific requirements of the position. I've added more detail to the responsibilities and changed the language to better fit the role.

The position is much more than managing the physical facility – it's about coordinating with the director to oversee operations and programs. I want the job description to accurately reflect that. The position is also extremely multi-faceted and requires someone with the ability to be exceptionally resourceful and think quick on their feet. The manager also needs to be able to make decisive decisions in my absence.

The Nolan Center is an evolving department; many things are changing as we work toward improvements and efficiencies. The manager needs to be highly adaptable to change and involved in the process. Most importantly I want the job description to emphasize the importance of communication, project management, creativity, innovative thinking and timeliness.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 03-19-1447

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE NOLAN CENTER FACILITY MANAGER

WHEREAS, the amendment of this position description allows the City and Borough of Wrangell's Administration Department the ability to appropriately update the duties and responsibilities of the Nolan Center Facility Manager; and

WHEREAS, the current rate of pay for the Nolan Center Facility Manager position is a grade 18 with the pay range from \$23.19 to \$29.22 and based on the proposed changes to the job description, will not change; and

WHEREAS, this position has been reviewed and job description updated to accurately reflect actual duties, responsibilities, and qualifications; and

WHEREAS, it is the desire of the City and Borough of Wrangell to bring all job descriptions into compliance with current standards; and

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

Section 1. The attached Exhibit "A" includes the job description which describe the duties, responsibilities and qualifications for the Nolan Center Facility Manager.

Section 2. The new job description for the Nolan Center Facility Manager position will be effective as of March 1, 2019.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 26<sup>TH</sup> DAY OF MARCH 2019.

CITY & BOROUGH WRANGELL

\_\_\_\_\_  
Stephen Prysunka, Mayor

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

## City & Borough of Wrangell

## Position Description

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

### **Summary**

Collaborates with the director to oversee Nolan Center operations and programs. Following the strategic goals set by the director, the manager offers recommendations and input to assist in implementing new programs and assisting with coordinating the needs of the facility.

### **Distinguishing Career Features**

The Facilities Manager is responsible for being part of the creative process with new and existing programs at the Nolan Center facility. The manager works closely with the site director to enhance the day-to-day business operations of the facility; leading staff and overseeing upkeep throughout the facility. The position is multifaceted and assists in managing all areas of the facility (museum, civic center, theater, visitor center, gift shop) and requires extensive knowledge of Wrangell history and/or the ability to obtain such knowledge with prompt resourcefulness.

### **Essential Duties and Responsibilities**

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

#### **OPERATIONS**

- Assist the director with day-to-day operations and management of the facility
- Coordinates and leads the team to enhance operations based on the strategic goals
- Set-up for events including logistics, planning and organization of rooms and equipment use, including invoicing
- Assists with the Gift Shop ordering and operations, summer cruise-ship tours and visitor assistance as needed, including the billing process
- Assists in coordinating upcoming events/exhibits and winter projects needs in the Museum
- Organizes new projects with a creative approach and decisive decision making

#### **GENERAL ADMINISTRATION**

- Works with the director to prepare and administer work schedules for employees to meet the needs of the facility and within the guidelines of the budget
- Prepares recommended projects for director in a timely manner and works in partnership with the director to prioritize the needs of the facility
- Creates policies and procedures as directed using professional formatting

#### **GENERAL FACILITY**

- Makes innovative recommendations to the director regarding ideas for improvements
- Maintains procedures, product specifications, and manuals of facility equipment
- Responsible for ordering supplies and maintaining inventory records of all equipment and supplies throughout the facility
- Monitors and administers maintenance and cleaning throughout the facility

- Monitor and manages HVAC system software and security system software

#### TEAMWORK AND COOPERATION

- Initiates open communication and daily collaboration with the director
- Works cooperatively with the director, employees, contractors, other city departments, renters and the public
- Ability to embrace change and model productivity in a fast-paced work environment

#### SUPERVISION

- Works closely with the director to supervise employees
- Trains and leads employees and volunteers to assist with all facility operations

#### MAINTENANCE

- Develops and leads the facility safety program including guidelines and procedures
- Oversees and schedules capital improvements and building maintenance within budget guidelines discussed with the director

#### THEATER

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

#### MUSEUM/COLLECTIONS

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

#### CIVIC CENTER/VISITOR CENTER

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

#### PUBLIC RELATIONS

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

### **Qualifications**

#### ▪ **Abilities**

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

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

- Must be able to take initiative and make decisive decisions on behalf of the organization. This position requires the ability to multi-task and make the most efficient use of time.
- Ability to assist the director with modern advertising techniques and contribute to the website and newsletter as assigned.
- Requires a high degree of motivation, ability to prioritize work and assume general administrative responsibilities.
- Must be exceptionally organized and able to work independently.
- Ability to communicate and join forces with the director to implement new processes and initiate new ideas for bringing in revenue. Including, but not limited to - fundraising, concerts, performing arts, traveling exhibits, conventions, meetings, and community events.

▪ **Education and Experience**

High school diploma. Previous management experience and some college is desirable. Event planning, project management and technical expertise is a plus.

▪ **Knowledge and Skills**

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

▪ **Physical Abilities**

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

▪ **Licenses and Certificates**

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

▪ **Working Conditions**

Most work is performed indoors where minimal safety considerations exist. May work long hours, (including weekends and holidays). Leave requests from April-Sept (during the busy season) are very limited.

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

### Summary

Collaborates with the director to oversee ~~the Nolan Center facility operations and programs.~~ Following the strategic goals set by the director, the manager offers recommendations and input to assist in ~~managing implementing new programs and assisting with coordinating the needs of the facility.~~ ~~the Museum, Collections, Gift Shop, Civic Center and Theater.~~

### Distinguishing Career Features

The Facilities Manager is responsible for being part of the creative process with new and existing programs at ~~managing~~ the Nolan Center facility. The manager works closely with the site director to enhance the day-to-day business operations of the facility; leading staff and overseeing upkeep throughout the facility. The position is multifaceted and assists in managing all areas of the facility (museum, civic center, theater, visitor center, gift shop) and requires extensive knowledge of Wrangell history and/or the ability to obtain such knowledge with prompt resourcefulness.

### Essential Duties and Responsibilities

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

#### OPERATIONS

- Assist the director with day-to-day operations and management of the facility
- ~~Manages~~ Coordinates and leads the team to enhance operations based on the strategic goals
- Set-up for events including logistics, planning and organization of rooms and equipment use, including invoicing
- ~~Assists with the Gift Shop~~ ordering and operations, summer cruise-ship tours and visitor assistance as needed, including the billing process
- Assists in coordinating upcoming events/exhibits and ~~Supervises prioritization of winter projects needs in the Museum Collections, Archives, Museum Exhibits~~
- Organizes new projects with a creative approach and decisive decision making

#### GENERAL ADMINISTRATION

- Works with the director to prepare and administer work schedules for employees to meet the needs of the facility and within the guidelines of the budget
- Prepares recommended projects for director in a timely manner and works in partnership with the director to prioritize the needs of the facility
- Creates policies and procedures as directed using professional formatting

#### GENERAL FACILITY

- Makes innovative recommendations to the director regarding ~~facility needs~~ ideas for improvements
- ~~Does research and provides quotes for maintenance and repair recommendations~~



- Maintains procedures, product specifications, and manuals of facility equipment
- Responsible for ordering supplies and maintaining inventory records of all equipment and supplies throughout the facility
- Monitors and administers maintenance and cleaning throughout the facility
- Monitor and manages HVAC system software and security systems ~~throughout the building software~~

#### TEAMWORK AND COOPERATION

- Initiates open communication and daily collaboration with the director
- Works cooperatively with the director, employees, contractors, other city departments, renters and the public
- Ability to embrace change and model productivity in a fast-paced work environment

#### SUPERVISION

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

#### MAINTENANCE

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

#### THEATER

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

#### MUSEUM/COLLECTIONS

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

#### CIVIC CENTER/VISITOR CENTER

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

## PUBLIC RELATIONS

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

## Qualifications

### ▪ **Abilities**

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

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

- Must be able to take initiative and make decisive decisions on behalf of the organization. This position requires the ability to multi-task and make the most efficient use of time.
- Ability to assist the director with modern advertising techniques and contribute to the website and newsletter as assigned.
- Requires a high degree of motivation, ability to prioritize work and assume general administrative responsibilities.
- Must be exceptionally organized and able to work independently.
- Ability to communicate and join forces with the director to implement new processes and initiate new ideas for bringing in revenue. Including, but not limited to - fundraising, concerts, performing arts, traveling exhibits, conventions, meetings, and community events.

### ▪ **Education and Experience**

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

### ▪ **Knowledge and Skills**

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

### ▪ **Physical Abilities**

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

### ▪ **Licenses and Certificates**

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

### ▪ **Working Conditions**

Most work is performed indoors where minimal safety considerations exist. May work long hours, (including weekends and holidays), ~~and outside in garden area when needed.~~ Time off/Leave requests from April-Sept (during the busy season) are very limited.

*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.*