



City and Borough of Wrangell
Port Commission
AGENDA

Thursday, January 15, 2026
6:00 PM

Location: Borough Assembly Chambers
City Hall

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES (*MOTION - Move to approve the Minutes, as presented*)

a. 12/18/25 Port Commission Minutes

4. AMENDMENTS TO THE AGENDA

5. CORRESPONDENCE

6. PERSONS TO BE HEARD

7. HARBORMASTER'S REPORT

a. HARBORMASTER REPORT

8. COMMISSIONER REPORTS

9. UNFINISHED BUSINESS

a. VENDOR PERMIT

10. NEW BUSINESS

a. Review and approval of a request from Green Sparc to lease Borough-owned real property at the Deep-Water Port

b. Live Aboard Discussion

11. NEXT AGENDA ITEMS

12. ADJOURN

Minutes of the Regular Wrangell Port Commission Meeting Held December 18, 2025

Item a.

Chairman John Yeager called the Regular Port Commission meeting to order at 6:01 p.m. on December 18, 2025.

PRESENT: Commissioners Yeager, Yancey, Silva, Buness, Davies
Harbormaster Steve Miller was also in attendance.

APPROVAL OF MINUTES

a. Approval of minutes from meeting held on November 13, 2025.

M/S: Buness/Davies to approve the minutes as presented. Motion approved unanimously.

AMENDMENTS TO THE AGENDA – none.

CORRESPONDENCE/PERSONS TO BE HEARD

John Deryuter attended to speak on the topic of liveaboard. Liveaboard was not a topic on this agenda. Commissioners offered to add the topic to next agenda.

HARBORMASTER'S REPORT

- Harbormaster Miller outlined the harbor crew snow removal efforts.
- A vessel sank on 12/18/25 and two local businesses are working to lift and salvage. Harbor crew assisted with booming and absorbs.

COMMISSIONER REPORTS

- Buness – none.
- Davies – Mentioned that with this snow, it is very apparent which vehicles are inactive in the harbor parking lots.
- Yeager – Wanted to remind the harbor crew to be sure to PFD's when they're out breaking ice.
- Yancey – none.
- Silva – Suggested putting steps up to the waste oil dump. Clarified how hot berthing works. Asked about alternative payment method options for hoists.

UNFINISHED BUSINESS –

9a. Wrangell Municipal Code Title 14.11.120 Inactive Vessels

M/S: Buness/Davies to approve the motion as presented. Motion approved unanimously by polled vote.

Commissioners asked to clarify what documentation will be required for enforcement of this ordinance. Harbormaster Miller confirmed that new annual moorage agreements will be required annually when moorage renews.

NEW BUSINESS –

10a. Approval of Lease Request – of Approximately 30 acres at the 6-mile old mill site to JAG

M/S: Yancey/Silva to approve the motion as presented. Motion approved unanimously by polled vote.

Commissioners collectively agreed that this is a great opportunity that will be beneficial for the future of Wrangell and that having this industry within the Borough will promote careers in trades, especially if there can be future involvement with Wrangell High School. Harbormaster Miller stated that JAG is planning to start designs as early as January 2026.

10b. Lease Requested by Peninsula Seafoods for Lot 4bb-1 Marine Service Center

M/S: Davies/Buness to approve the motion as presented. Motion denied unanimously by polled vote.

Commissioners discussed current Marine Service Center space restrictions and what portions of the yard are utilized for vessel repairs. They agreed that while they would like to see the industry grow and expand, this request is for storage and does not seem to expand their processing capabilities. This requested space is currently needed for boats and temporary container storage for AML. Commissioners suggested notifying Peninsula of open space in the future as things continue to evolve in the MSC.

NEXT AGENDA ITEMS: -

- Liveaboard discussion.

The next Regular meeting will be held on January 15, 2026.

The Regular Port Commission meeting was adjourned at 6:59 p.m.



To: Port Commission

From: Steve Miller

Subject: Harbormaster Report

Date: 01/15/2026

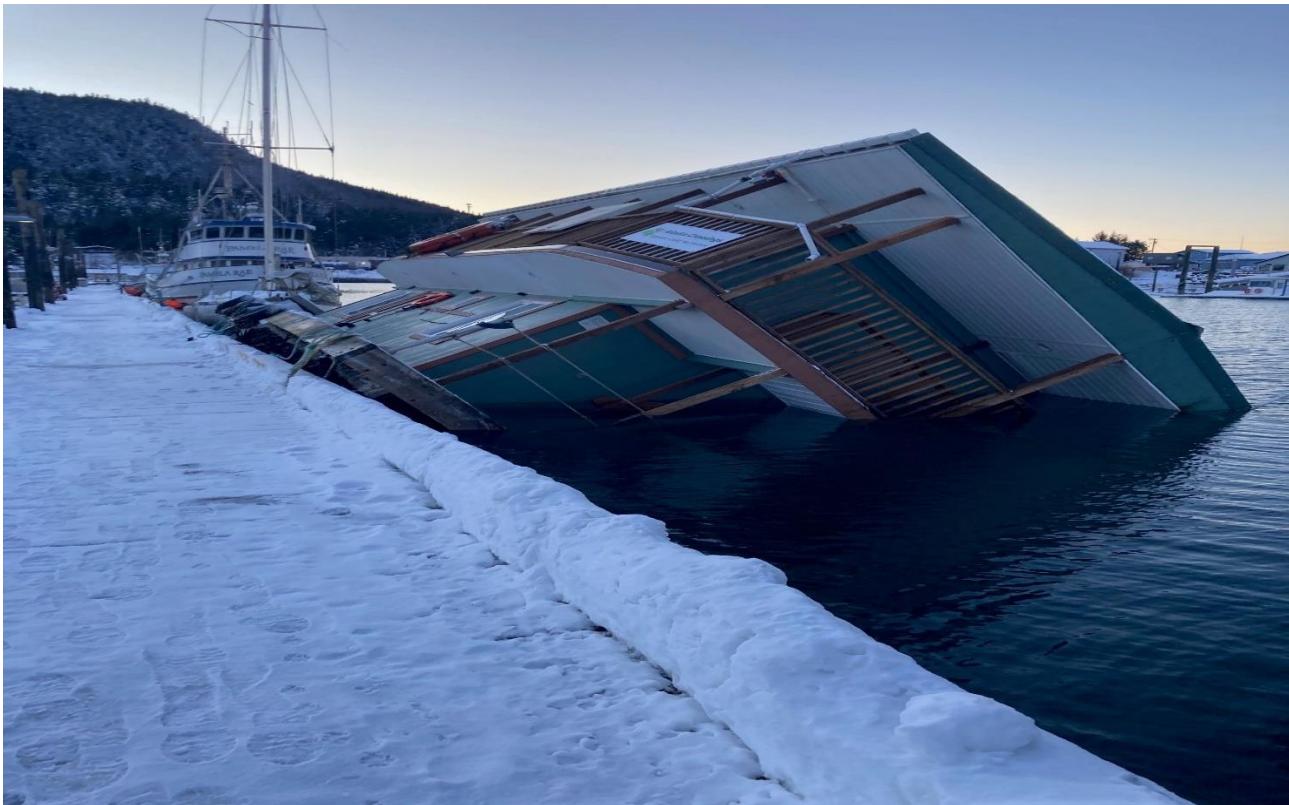
Port/ACL update: The assembly at its 01/07/2026 meeting approved the negotiated lease agreement with American Cruise Lines. The proposed Tidelands/Submerged Lands Lease with American Cruise Lines (ACL) would authorize the construction, operation, and shared public/commercial use of new passenger docking facilities at the Port of Wrangell. The agreement establishes a forty-year lease term with extension options and includes an initial annual base rent of \$50,000, subject to five-year reappraisals and rent adjustments tied to appraised value (with annual increases capped at 3%). The lease also establishes escalating per-passenger wharfage fees, guaranteed minimum vessel dockings, and shared revenue from third-party vessel dockage. ACL assumes responsibility for operations, repairs, and capital maintenance, while the Borough retains oversight, public-access rights when the berth is not in use, and review authority over third-party use.

The lease framework is intended to balance private investment with community benefit by improving passenger access, expanding port capacity, and generating predictable long-term revenue while preserving shared use of Borough waterfront assets. Priority berth scheduling is provided to ACL during the cruise season, with Borough scheduling control outside the season. Comprehensive provisions address insurance, environmental responsibilities, and risk allocation in line with long-term marine infrastructure agreements.

Harbors: Our harbors team have been working hard to keep facilities safe as we've dealt with a winter we haven't seen in 20 years or more. Since December, we've had one vessel sink and a large float house go down that nearly rolled over. With the help of two local companies, the float house was stabilized, towed into shallow water, and dewatered. The vessel that sank has been pulled and moved into upland storage.

We made more than 60 phone calls to tenants asking them to check their boats, as the snow load and conditions created real risk. Unfortunately, some folks didn't respond until the second or third call. In between storms, the crew has been tackling regular maintenance as well — replacing lights at Heritage Harbor and other spots that have gone dark and fixing leaky water lines as they pop up. On top of that, the crew has been juggling heavy weather and the wave of sickness going around town. I want to recognize the team — they came out in some very tough conditions to keep access open and safe for the public throughout the storms. They did great work.

**City & Borough of Wrangell
PORTS & HARBORS DEPARTMENT
Administrative Report**



CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 15, 2026
	<u>Agenda Section</u>	9

Review and approval of a vendor permit for renting vendor space at City dock adjacent to Cul-de-sac

<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>		
Steve Miller, Port & Harbor Director		<u>Expenditure Required:</u> \$XXX Total		
		FY 26: \$ <input type="text"/> FY 27: \$ <input type="text"/> FY28: \$ <input type="text"/>		
<u>Amount Budgeted:</u>				
		FY 26 \$XXX		
<u>Account Number(s):</u>		XXXXX XXX XXXXX		
<u>Account Name(s):</u>		Enter Text Here		
<u>Unencumbered Balance(s) (prior to expenditure):</u>		\$XXX		

ATTACHMENTS: 1. Vendor Permit

MOTION: Move to review and approve vendor permit for spaces at the Cul-de-sac near city dock.

SUMMARY STATEMENT: This item presents a proposed City Dock Cul-de-sac Permit Agreement establishing a standardized, revocable permit for seasonal commercial use of a designated portion of City-owned property at the north end of the Samson Yard adjacent to the City Dock cul-de-sac. The permit area would be allocated through a competitive bidding or application process and is intended to support temporary commercial activities such as food trucks, vending, and small retail operations during the authorized operating season of May 1 through September 30.

The agreement clarifies that the permit is a revocable license, not a lease, and does not create any property interest or long-term rights. It outlines permit fees, payment terms, and the City's authority to revoke the permit at any time in the public interest. Permittee responsibilities include maintaining the area in a clean and safe condition, complying with Harbormaster direction and all applicable laws, prohibiting residential or overnight use, and removing all temporary structures and property at the end of the season. The agreement provides a clear framework to allow flexible, seasonal commercial use while protecting public access, safety, and City operational needs.

CITY DOCK CULDISAC PERMIT AGREEMENT

This City Dock Cul-de-sac Permit Agreement (this “**Permit**”) is made effective as of the _____ day of _____, 20____ (“**Effective Date**”), is entered into by and between the City and Borough of Wrangell, a Unified Home Rule Borough (“**City**”) and _____ (“**Permittee**”). City and Permittee are each individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”.

In consideration of the fees, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, City and Permittee covenant, warrant, and agree as follows:

AGREEMENT

- 1. Permit Area.** The “Permit Area” consists of an approximately ___ square foot portion of City-owned property located generally at the north end of the Samson Yard adjacent the City Dock Cul-de-sac, as designated from time to time by the City or Harbormaster. The Permit Area description is approximate and for reference only.
- 2. Permit Area Assignment; Competitive Bidding.** The Permit Area shall be allocated and assigned by the City through a competitive bidding or application process as determined by the City, at its sole discretion. Permittee acknowledges that participation in the bidding process does not guarantee issuance of a Permit, and that the City may award Permit Areas to other applicants. The City reserves the right to reassign, relocate, or adjust the Permit Areas as operational or public needs require.
- 3. Revocable Permit; No Lease:** This Permit constitutes a revocable license issued by the City and does not create a lease, tenancy, easement, franchise, or other interest in real property. No landlord-tenant relationship is created. Permittee acquires no possessory, vested, exclusive, or continuing rights in the Permit Area.
- 4. Seasonal Use:** Use of the Permit Area is temporary and seasonal only and shall occur solely during the operating season authorized by the City or Harbormaster, which is between May 1 and September 30 of each year (“**Permit Term**”). No right to year-round use is granted unless expressly approved in writing.
- 5. Permit Fee:** Permittee shall pay the Permit Fee to the City of Wrangell in monthly installments of \$[amount] each, in advance, on or before the first day of each calendar month during the term of this Permit. Payment shall be made by check, electronic transfer, or other method approved by the City. All Permit Fee payments are non-refundable, regardless of weather, business volume, or early termination by Permittee, except as expressly provided in Section 7 of this Permit. Failure to timely pay any monthly installment shall constitute a material violation of this Permit and shall be grounds for immediate revocation.
- 6. Revocation by City:** This Permit may be revoked by the City at any time, with or without cause, upon written or verbal notice, when the City determines that revocation is in the public interest or necessary for safety, operations, maintenance, construction, regulatory compliance, or other municipal purposes. Upon revocation, Permittee shall immediately cease use of the Permit Area. If this Permit is revoked prior to the end of the Permit Term, the City shall refund to Permittee the portion of the Permit Fee corresponding to the remaining, unused term of the Permit, calculated on a pro-rata daily basis as determined by the City in its sole discretion. Permittee shall have no other claim for damages, compensation, or reimbursement resulting from revocation.
- 7. Termination by Permittee:** Permittee may terminate this Permit at any time upon written notice to the City. Upon termination by Permittee, Permittee shall immediately cease use of the Permit Area. Permittee shall not be entitled to a refund of any portion of the Permit Fee. The City may, at its sole

discretion, reissue or reassign the Permit Area to another permittee or user following Permittee's termination. Permittee shall have no claim against the City for any lost opportunity, reassignment, or use by another permittee.

8. City and Harbormaster Authority: Permittee shall comply with all reasonable directions, rules, and operational requirements of the City and the Harbormaster. The Harbormaster may regulate Permittee's operations as necessary to protect public safety, access, navigation, congestion, aesthetics, and harbor operations. Failure to comply constitutes grounds for immediate revocation.

9. Services and Utilities: The City does not guarantee the availability, adequacy, or continuity of services or utilities. Permittee assumes all risks associated with utility access and use.

10. Use of the Permit Area: Permittee may use and occupy the Permit Area for any lawful commercial purpose, including, without limitation, the operation of a food truck, mobile food service, temporary or permanent vending, retail sales, and the sale or display of food, beverages, merchandise, crafts, souvenirs, trinkets, or other goods, whether produced on-site or off-site, and for any other related or incidental commercial activities. Permittee may also use the Permit Area for ancillary activities reasonably associated with such uses, including customer service, ordering, pickup, queuing, storage of supplies, and promotional activities. The foregoing permitted uses shall be interpreted broadly and shall not be deemed to exclude any other lawful commercial use that is similar, related, or compatible with the uses described above. All uses are subject to compliance with applicable laws, ordinances, regulations, permits, and approvals.

11. Permittee Obligations: Permittee shall keep the Permit Area and adjacent areas clean and free of rubbish, keep and maintain the Permit Area in a neat, clean, and sanitary condition, keep the Permit Area in a state of repair, and ensure Permit Area is free from any hazardous or dangerous conditions. Permittee shall not make any alterations, additions, or improvements to the Permit Area without the express written permission of City. Upon such express written permission, any alterations, additions, or improvements shall be at Permittee's sole expense. Permittee shall restore the Permit Area to its original condition, reasonable wear and tear excepted, upon expiration or termination of this Permit.

12. No Residential Use; No Sleeping: The Permit Area shall be used solely for commercial purposes. Residential use of the Permit Area is strictly prohibited. Without limiting the foregoing, the Permit Area shall not be used for dwelling purposes, living quarters, overnight accommodation, or sleeping, whether on a temporary or permanent basis, and whether by Permittee, employees, contractors, vendors, or any other persons. No beds, cots, mattresses, sleeping bags, or similar items shall be kept on or used within the Permit Area.

13. Temporary Structures; Removal; Abandoned Property; Approvals: Any shelters, canopies, tents, or other temporary structures constructed or installed by Permittee in connection with Permittee's use of the Permit Area shall be seasonal only and shall be completely removed by Permittee at the end of the Permit Term, or earlier upon expiration or termination of this Permit, whichever occurs first.

Any building, improvement, or mobile structure, whether temporary or permanent, placed on or used in connection with the Permit Area must receive prior written approval from the Harbormaster and shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including without limitation all permitting, zoning, health, safety, and fire requirements.

Any personal property, structures, equipment, or other items remaining on the Permit Area more than fifteen (15) calendar days after the end of the Permit Term or termination or expiration of this Permit shall be deemed abandoned. City may, without notice or liability to Permittee, remove, store, sell, destroy, or otherwise dispose of such property in any manner City deems appropriate, and Permittee shall remain responsible for all costs incurred by City in connection therewith.

14. No Guaranteed Operating Hours: City makes no representation or warranty regarding permissible hours or days of operation, foot traffic, visibility, or business volume. Permittee will generally have access to the Permit Area during the facility's operating hours, which are 5am to 10pm and may be extended for certain Holidays with permission of the City Or Harbormaster..

15. No Nuisance or Obstruction: Permittee shall not create noise, odors, lighting, congestion, or other conditions that interfere with public access, navigation, or the use and enjoyment of adjacent property.

16. Insurance: Permittee shall, at its sole cost, maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, naming the City of Wrangell as an additional insured. Permittee shall provide the City with proof of such coverage prior to commencing use of the Permit Area. If Permittee employs staff in connection with this Permit, Permittee shall maintain workers' compensation insurance as required by law. Failure to maintain required insurance shall constitute grounds for immediate suspension or revocation of the Permit.

17. Compliance with Laws: Permittee shall obtain and maintain all permits and approvals required for its operations and shall comply with all applicable federal, State of Alaska, and City of Wrangell laws, regulations, and ordinances.

18. Limitation on Liability: City is not responsible for any damage, loss, or theft of any of Permittee's personal property in the Permit Area, and shall not be liable for any loss or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, or any other event within or adjacent to the Permit Area unless caused by the intentional misconduct or gross negligence of the City.

19. Indemnification: Permittee shall defend, indemnify, and hold harmless City and its officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to Permittee's use or occupancy of the Permit Area, except to the extent caused by City's gross negligence or willful misconduct.

20. No Assignment: This Permit is personal to Permittee and may not be assigned, transferred, or sublicensed without the prior written consent of the City, which may be withheld in the City's sole discretion.

21. Amendment: This Permit shall not be modified except by a written agreement signed by City and Permittee.

22. Governing Law; Venue; Attorney Fees: This Permit shall be governed and construed in accordance with the laws of the state of Alaska. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising, arisen, or to arise out of this Agreement shall be brought and determined in the state courts of the state of Alaska, First Judicial District at Wrangell.

23. Notices: Any notice required under this Permit shall be in writing and delivered at the following addresses or email addresses:

City: Borough Clerk
City and Borough of Wrangell
PO Box 531.
Wrangell, Alaska 99929

Permittee: [Permittee's Name]
[Permittee's Address]
Phone: _____
Email: _____

24. Entire Agreement: This Permit constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, or representations by or between the Parties, whether written or oral.

25. No Waiver: The failure to enforce or delay in enforcement of any provision of this Permit shall not be construed as a waiver of such provision or right unless such waiver is in writing.

26. Severability: Any provision of this Permit deemed to be invalid or unenforceable by a court shall have no effect on the enforceability on the remainder of the Permit.

27. Electronic Signatures: The Parties agree that any and all electronic or digital signatures shall have legally binding force and effect and will be treated as original signatures.

IN WITNESS WHEREOF, the Parties have executed and delivered this Permit, effective as of the Effective Date.

City:

CITY AND BOROUGH OF WRANGELL
ALASKA, @, a Unified Home Rule Borough

By: _____

Name: Patty Gilbert

Title: Mayor

By: _____

Name: Mason Villarma

Title: City Manager

Permittee

<<Name of Permittee>>

By: _____

Its: _____

CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 15, 2026
	<u>Agenda Section</u>	10

Review and approval of a request from Green Sparc Inc to lease Borough-owned real property at the 6-Mile Old Mill Site.

<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>	
Steve Miller, Port & Harbor Director		Expenditure Required: \$XXX Total	
FY 26: \$		FY 27: \$	
FY28: \$			
Amount Budgeted:			
FY 26 \$XXX			
Account Number(s):			
XXXXX XXX XXXX			
Account Name(s):			
Enter Text Here			
Unencumbered Balance(s) (prior to expenditure):			
\$XXX			

ATTACHMENTS: 1. Lease application form from Green Sparc Inc. 2. Picture of location 3. Concept of development plans.

MOTION: Move to approve the lease of approximately 2 acres of uplands to Green Sparc Inc, located at the 6-Mile Old Mill Site to be determined in future negotiations with the city.

SUMMARY STATEMENT: GreenSparc has submitted a proposal to lease approximately one to two acres at the Deep-Water Port for development of a modular micro edge data center supporting GPU-as-a-Service operations. The project represents a minimum \$25 million private investment and would include concrete pads, enclosed computing units, chillers, pumps, and battery energy storage. Although the facility would have limited on-site staffing, the primary community benefit is expected through infrastructure investment and

power demand, with potential utility revenue estimated at up to \$800,000 annually depending on final rate structures and operational use. The project aligns with ongoing redevelopment of the former mill site and supports Borough goals for diversified industrial activity, infrastructure resilience, and long-term economic stability.

Staff recommend that the Port Commission support the lease request and forward a positive recommendation to the Borough Assembly, subject to further negotiation of key terms. Areas for additional review include power capacity and priority during high-demand periods, coordination of backup generation, water sourcing, phased development, ingress/egress, final survey, and compatibility with other industrial tenants. Final lease terms will require legal review and compliance with all permitting and site-planning requirements.

CITY & BOROUGH OF WRANGELL

OFFICE OF THE BOROUGH CLERK

PO BOX 531 WRANGELL, AK, 99929 | +1 (907) 874-2381
205 BRUEGER STREET WRANGELL, AK, 99929



PUBLIC LAND & TIDELANDS LEASE APPLICATION

WMC 16.08.010 - 16.08.210 & WMC 16.10.010 - 16.10.210

APPLICATION FEE: \$250.00 NON-REFUNDABLE - MUST BE PAID AT TIME OF FILING

OFFICIAL USE ONLY	RECEIVED BY	DATE RECEIVED	PAYMENT	CHECK <input type="checkbox"/>
			CREDIT CARD <input type="checkbox"/>	CASH <input type="checkbox"/>

Applications for tidelands leases shall be submitted to the planning and zoning and port commissions before being presented to the borough assembly for consideration. Applications for real property leases shall be submitted to the borough manager and the planning and zoning commission for review before being presented to the borough assembly for consideration.

The applicant shall provide additional information, including a development plan, designs, and specifications, as the planning and zoning and/or port commissions may request. The planning and zoning and port commissions may require the applicant to amend its development plan. All fees associated with the lease shall be paid by the applicant. Such fees include but are not limited to an application fee, survey, assessment, public notices, and recording fees.

SECTION I.

APPLICANT'S FULL NAME

Greensparc Inc

EMAIL ADDRESS

gmiller@greensparc.com

PHONE NUMBER

480-455-8870

APPLICANT'S PHYSICAL ADDRESS

2466 Francisco St, Apt. 103, San Francisco, CA 94123

APPLICANT'S MAILING ADDRESS

2466 Francisco St, Apt. 103, San Francisco, CA 94123

SECTION II.

REQUEST TO LEASE TIDELANDS OR REAL PROPERTY TIDELANDS REAL PROPERTY

PLEASE PROVIDE THE PARCEL ID NUMBER AS WELL AS EITHER THE PHYSICAL ADDRESS OR LEGAL DESCRIPTION OF THE PROPERTY.

PARCEL ID NUMBER

Multiple

PHYSICAL ADDRESS

See attached

LOT:

BLOCK:

SUBDIVISION:

PROPOSED TERM OF LEASE (YEARS)

YEARS

Item a.

CITY & BOROUGH OF WRANGELL
PUBLIC LAND & TIDELANDS LEASE APPLICATION
CONTINUED FROM PAGE 1

SECTION II. (CONT)

CURRENT ZONING OF PROPERTY

LOT SIZE

CURRENT USE OF PROPERTY

SECTION III.

INCLUDE AND LIST HERE ANY SUPPORTING DOCUMENTS (I.E. MAPS).

See attached

STATE THE PURPOSE AND PROPOSED USE OF THE PROPERTY.

We would need approximately a 1-2 acre parcel to construct an Mirco Edge Data Center capable of supporting our GPUaaS. We would like to look at the existing structure circled on the attached to see if we could utilize it in some way.

DESCRIBE THE IMPROVEMENTS THAT WILL BE ADDED TO THE PROPERTY.

Concrete pads, chillers, pumps, BESS, and high density enclosers to support IT equipment.

WHEN WILL THE PROPOSED CONSTRUCTION IMPROVEMENTS BEGIN AND WHEN WILL THEY BE COMPLETED?

START DATE: **TBD**

END DATE: **5-10 yrs**

WHAT IS THE ESTIMATED COST OF IMPROVEMENTS THAT WILL BE ADDED TO PROPERTY?

COST: \$25M-\$200M

DESCRIBE THE EFFECTS THAT THE PROPOSED USE WILL HAVE ON PUBLIC STREETS, PUBLIC FACILITIES, PUBLIC SERVICES, PUBLIC UTILITIES, TRAFFIC, AND PARKING. INCLUDE A PLAN FOR MITIGATING ADVERSE EFFECTS ON STREETS, PUBLIC FACILITIES, PUBLIC SERVICES, PUBLIC UTILITIES, TRAFFIC CONGESTION, AND PARKING, AND A PLAN FOR PAYING ALL ASSOCIATED COSTS.

Minimal as the site will not host many full time employees on site.

Item a.

CITY & BOROUGH OF WRANGELL
PUBLIC LAND & TIDELANDS LEASE APPLICATION
CONTINUED FROM PAGE 2

SECTION IV. ACKNOWLEDGEMENT

I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also agree to fulfill the tenants of any permits or approvals required by the City and Borough of Wrangell. I understand that incomplete applications will not be accepted and that all fees must be paid prior to review of this application.

SIGNATURE OF APPLICANT

Gavin Miller



Digitally signed by Gavin Miller
Date: 2025.11.30 15:14:14 -07'00'

DATE

