



City and Borough of Wrangell
Port Commission
AGENDA

Thursday, January 05, 2023
6:00 PM

Location: Borough Assembly Chambers
City Hall

WORK SESSION

Date and Time

1. CALL TO ORDER

2. ROLL CALL

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

a. Minutes

4. AMENDMENTS TO THE AGENDA

5. CORRESPONDENCE

6. PERSONS TO BE HEARD

7. HARBORMASTER'S REPORT

a. Harbormaster Report January 2023

8. COMMISSIONER REPORTS

9. UNFINISHED BUSINESS

a. Insurance Discussion

10. NEW BUSINESS

a. James D. Leslie Request to Purchase tidelands Lot 15, Block 1-A, Alaska Tidelands Survey 83.

11. NEXT AGENDA ITEMS

12. ADJOURN

Minutes of the Regular Wrangell Port Commission Meeting

Held November 3rd, 2022

John Yeager called the Regular Port Commission meeting to order at 6:02p.m. November 3rd, 2022, via Borough Assembly Chambers

PRESENT: Yeager, Davies, Morrison, Martin

ABSENT: Buness

Harbormaster Steve Miller was also in attendance.

APPROVAL OF MINUTES

- a. Approval minutes from meeting October 10th, 2022

M/S: Yeager/Morrison to approve the minutes, as presented. Motion approved unanimously.

AMENDMENTS TO THE AGENDA

None.

CORRESPONDENCE/PERSONS TO BE HEARD –

Bill Goodale.

HARBORMASTER'S REPORT

Chris Martin, Geoffrey Stokes, new hires, Stokes just started, has a good eye, Martin starts the week after.

Oct 18th there was a collaboration day with dept heads- Grant Development projects, organization, structure, overall, a good productive meeting.

MSC- Has been busy, there was a theft in the yard, most of the items have been recovered and people have some people of interest. Up to \$10,000 in items stolen, grateful to police department.

Ports- Slow time of year, Not much going on other than getting ready for winter and barges are the only thing coming in or out. We are currently looking for grants for our barge ramp as it is needing replaced.

COMMISSIONER REPORTS

None.

UNFINISHED BUSINESS-

A: Harbor Surveillance System Update October 2022

As of now we are at 65% on the design and implementation and by the 7th we expect 95%. We added 5-6 more cameras to the operation since last meeting and our command center will be located in our office in the back. We will be expanding as much as our budget will allow. This current system that we are installing we expect it to be running for years and Sitka has theirs for 15 years so far.

B: Insurance

Since what happened in Ketchikan with a boat that caught on fire and burnt down the boat next to it. The boat that was responsible did not have insurance. Might be a good idea to poll online to see who in the harbor has insurance vs who does not to get an estimate of what's going on in the harbor. Steve has talked to the insurance person on how hard it is to get insurance on wood boats as the common conception for wood boats that it is reasonably hard to get. The wording used is that if the boat itself can pass a survey they can get insurance. Will update and follow up more with insurance next meeting.

NEW BUSINESS –

A: Approval to amend ports and harbors fee schedule O. Hoist \$30.60 an hour to \$30.00 an hour for 5 years.

Harbormaster states the amount of time and money to change the programming, and signs for each annual fee increase outweighs the cost and time it takes for each change as the price given will make it simpler and easier to deal with.

M/S: Morrison/Yeager to approve motion for Fee Schedule at \$30.00 an hour for 5 years. Poll Vote approved unanimously.

B: Micony, LLC requests to purchase tidelands Parcel 02-026-301 Lot 6 of Block 84D (28,936 sq ft) and Parcel 02-026-303 of Block 84D (8766 sq ft.)

New Business to be based in Wrangell to build boats on a production level. Wants to new business to the table for Wrangell built with the heard of Wrangell. Needs tidelands of that area to test the product being produced for quality.

M/S: Morrison/Yeager to approve motion to purchase tidelands Parcel 02-026-301 Lot 6 of Block 84D (28,936 sq ft) and Parcel 02-026-303 of Block 84D (8766 sq ft.) Motion Approved Unanimously.

NEXT AGENDA ITEMS –

The next Regular meeting January 5th, 2023
Update on Insurance
Elections

Regular meeting adjourned at 6:45pm

Harbormasters Report January 2023

Administration: I attended the annual Marine Expo in Seattle Washington December 15, thru the 17th. Every year Wrangell has a booth promoting the Harbors and Marine Service Center. With over 500 exhibitors from equipment companies, propulsion, builders, and suppliers this has been a great way to advertise the marine services industry of Wrangell. They also provide education sessions on business management, regulatory issues, and marine safety. This year seemed to have had as good of a turn out as pre covid.

We just received our 95% completion of the harbor security design, and we are planning to have a meeting with our design team RESPC in the coming week. I have included some of the information as an attachment with this report. So far costs seemed to be coming in below budget.

Harbors: Training continues with the new hires, and they are picking it up quickly. We now have all our shifts covered with personnel. Still making some corrections when needed to cover for illnesses and vacation needs.

December 25th, we had a vessel sink at our Fish and Game Float and our float sustained major damage. Luckily the owner has insurance, and we will be working with them to make the necessary repairs. We had a second vessel almost sink with help from our volunteer Fire Department it was pumped before it could fully submerge. I would like to give a shout out to our volunteer Fire Department for responding twice on Christmas day. These men and women are truly Wrangell's heroes.





Marine Service Center: We finished up our last quarterly report for our storm water pollution prevention plan. I will be compiling all quarters into an annual report and submitting it to the State of Alaska DEC.

We will be shipping out our first container of abandoned vessels this month. Republic the company we use for disposal has switched everything to online formatting for approval to ship these special wastes containers and it has been difficult to use. Our account completely disappeared, and I had to start the process over. I am confident we are on the right track now so the process will become easier to navigate.

Construction Cost Estimate

Wrangell Surveillance Camera System

Project Number: I0296.22003

Date: 22 December, 2022

Wage/Hour = \$ 135.00

Item	Description	Quantity	Units	Materials		Installation		Total Cost (\$)	Potentially Owner Supplied*
				Unit Cost (\$)	Total Cost (\$)	Unit Cost (\$)	Total Cost (\$)		
Priority 1: Reliance Harbor									
	1" GRS Conduit	135	LF	12	1,620	20	2,679	4,299	Yes
	CAT6 Cable	3.9	CLF	25	98	167	653	750	
	No. 10 XHHW Conductor	0.3	CLF	25	8	128	38	46	
	No. 10 XHHW GND Conductor	0.1	CLF	25	3	128	13	15	
	Dome Camera	1.00	EA	800	800	540	540	1,340	
	Multi-Sensor Camera	1.00	EA	3,107	3,107	540	540	3,647	
	Omni-Directional Antenna	1.00	EA	400	400	392	392	792	
	Network Video Recorder (NVR)	1.00	EA	15,372	15,372	675	675	16,047	
	Surveillance Software	1.00	EA	6,900	6,900	15,525	15,525	22,425	
	Desktop Computer (Workstation with software)	1.00	EA	3,000	3,000	405	405	3,405	
	Programming, Testing, Commissioning, Training	1.00	LS	0	0	540	540	540	
	Camera Equipment Cabinet	1.00	EA	4,500	4,500	6,000	6,000	10,500	Yes
Subtotal:					\$ 35,806.50		\$ 27,999.74	\$ 63,806.24	
Priority 2: Marine Service Center									
	CAT6 Cable	2.4	CLF	25	60	335	804	864	
	No. 10 XHHW Conductor	23.5	CLF	25	588	169	3,966	4,553	
	No. 10 XHHW GND Conductor	11.75	CLF	25	294	169	1,983	2,277	
	Dome Camera	1.00	EA	800	800	783	783	1,583	
	Multi-Sensor Camera	5.00	EA	3,107	15,535	783	3,915	19,450	
	Omni-Directional Antenna	2.00	EA	400	800	783	1,566	2,366	
	Directional Antenna	6.00	EA	500	3,000	783	4,698	7,698	
	Programming, Testing, Commissioning	1.00	LS	0	0	3,240	3,240	3,240	
	Camera Equipment Cabinet	6.00	EA	4,500	27,000	6,000	36,000	63,000	Yes
Subtotal:					\$ 48,076.25		\$ 56,953.96	\$ 105,030.21	
Priority 3: City Dock									
	1" GRS Conduit	480	LF	12	5,760	20	9,526	15,286	Yes
	CAT6 Cable	9.25	CLF	25	231	167	1,548	1,780	
	No. 10 XHHW Conductor	0.4	CLF	25	10	128	51	61	
	No. 10 XHHW GND Conductor	0.2	CLF	25	5	128	26	31	
	Dome Camera	2.00	EA	800	1,600	392	783	2,383	
	Multi-Sensor Camera	2.00	EA	3,107	6,214	392	783	6,997	
	Omni-Directional Antenna	0.00	EA	400	0	392	0	0	
	Directional Antenna	1.00	EA	500	500	392	392	892	
	Programming, Testing, Commissioning	1.00	LS	0	0	2,160	2,160	2,160	
	Camera Equipment Cabinet	2.00	EA	4,500	9,000	6,000	12,000	21,000	Yes
	15' Mast	1.00	EA	1,500	1,500	4,320	4,320	5,820	Yes
Subtotal:					\$ 24,820.25		\$ 31,588.50	\$ 56,408.75	
Priority 4: Heritage Harbor									
	1" GRS Conduit	20	LF	12	240	20	397	637	Yes
	CAT6 Cable	6	CLF	25	150	167	1,004	1,154	
	No. 10 XHHW Conductor	12.5	CLF	25	313	169	2,109	2,422	
	No. 10 XHHW GND Conductor	6.25	CLF	25	156	169	1,055	1,211	
	Dome Camera	4.00	EA	800	3,200	392	1,566	4,766	
	Multi-Sensor Camera	1.00	EA	3,107	3,107	392	392	3,499	

Omni-Directional Antenna	1.00	EA	400	400	392	392	792	
Directional Antenna	2.00	EA	500	1,000	392	783	1,783	
Cellular Antenna	1.00	EA	400	400	392	392	792	
Programming, Testing, Commissioning	1.00	LS	0	0	2,700	2,700	2,700	
12' Mast	2.00	EA	1,500	3,000	4,320	8,640	11,640	Yes
Camera Equipment Cabinet	3.00	EA	4,500	13,500	6,000	18,000	31,500	Yes
Subtotal:				\$ 25,465.75		\$ 37,428.86	\$ 62,894.61	

Priority 5: Shoemaker Bay

1" GRS Conduit	10	LF	12	120	20	198	318	Yes
CAT6 Cable	0.5	CLF	25	13	167	84	96	
No. 10 XHHW Conductor	10	CLF	25	250	128	1,283	1,533	
No. 10 XHHW GND Conductor	5	CLF	25	125	128	641	766	
Dome Camera	3.00	EA	800	2,400	392	1,175	3,575	
Multi-Sensor Camera	0.00	EA	3,107	0	392	0	0	
Omni-Directional Antenna	1.00	EA	400	400	392	392	792	
Directional Antenna	2.00	EA	500	1,000	392	783	1,783	
Cellular Antenna	1.00	EA	400	400	392	392	792	
Programming, Testing, Commissioning	1.00	LS	0	0	1,620	1,620	1,620	
12' Mast	1.00	EA	1,500	1,500	4,320	4,320	5,820	
Camera Equipment Cabinet	2.00	EA	4,500	9,000	6,000	12,000	21,000	Yes
Subtotal:				\$ 15,207.50		\$ 22,886.40	\$ 38,093.90	

Priority 6: Inner Harbor

2" PVC Conduit	80	LF	6	480	14	1,145	1,625	
1" GRS Conduit	10	LF	12	120	20	198	318	Yes
3C, No. 8 Type W Cable	0.12	MLF	4,000	480	108	13	493	
CAT6 Cable	0.1	CLF	25	3	167	17	19	
No. 10 XHHW Conductor	0.2	CLF	25	5	128	26	31	
No. 10 XHHW GND Conductor	0.1	CLF	25	3	128	13	15	
Dome Camera	1.00	EA	800	800	392	392	1,192	
Directional Antenna	1.00	EA	500	500	392	392	892	
Programming, Testing, Commissioning	1.00	LS	0	0	540	540	540	
12' Mast	1.00	EA	1,500	1,500	4,320	4,320	5,820	
Camera Equipment Cabinet	1.00	EA	4,500	4,500	6,000	6,000	10,500	Yes
Subtotal:				\$ 8,390.00		\$ 13,054.43	\$ 21,444.43	

Priority 7: Fish and Game Float

2" PVC Conduit	80	LF	6	480	14	1,145	1,625	
1" GRS Conduit	10	LF	12	120	20	198	318	Yes
3C, No. 8 Type W Cable	0.12	MLF	4,000	480	108	13	493	
CAT6 Cable	0.1	CLF	25	3	167	17	19	
No. 10 XHHW Conductor	0.2	CLF	25	5	128	26	31	
No. 10 XHHW GND Conductor	0.1	CLF	25	3	128	13	15	
Dome Camera	1.00	EA	800	800	392	392	1,192	
Directional Antenna	1.00	EA	500	500	392	392	892	
Programming, Testing, Commissioning	1.00	LS	0	0	540	540	540	
12' Mast	1.00	EA	1,500	1,500	4,320	4,320	5,820	Yes
Camera Equipment Cabinet	1.00	EA	4,500	4,500	6,000	6,000	10,500	Yes
Subtotal:				\$ 8,390.00		\$ 13,054.43	\$ 21,444.43	

Priority 8: Standard Oil Float

2" PVC Conduit	80	LF	6	480	14	1,145	1,625	
1" GRS Conduit	10	LF	12	120	20	198	318	Yes
3C, No. 8 Type W Cable	0.12	MLF	4,000	480	108	13	493	
CAT6 Cable	0.1	CLF	25	3	167	17	19	
No. 10 XHHW Conductor	0.2	CLF	25	5	128	26	31	

No. 10 XHHW GND Conductor	0.1	CLF	25	3	128	13	15	
Dome Camera	1.00	EA	800	800	392	392	1,192	
Directional Antenna	1.00	EA	500	500	392	392	892	
Programming, Testing, Commissioning	1.00	LS	0	0	540	540	540	
12' Mast	1.00	EA	1,500	1,500	4,320	4,320	5,820	Yes
Camera Equipment Cabinet	1.00	EA	4,500	4,500	6,000	6,000	10,500	Yes
Subtotal:				\$ 8,390.00		\$ 13,054.43	\$ 21,444.43	
Total:				\$ 174,546.25		\$ 216,020.73	\$ 390,566.98	
Contractor Expenses								
Shipping	5%						19,528	
Mobilization / Demobilization	10%						41,010	
Overhead	10%						45,110	
Profit	15%						74,432	
Total:								\$180,081
Total Construction Cost								\$570,648

*Notes on Potential Owner Supplied Equipment

	Camera Equipment Cabinet: Pricing on the estimate includes the cabinet and expected contents. Ordering just the empty cabinets could be an option. Some risk in sizing the cabinets without perfect information on what hardware will be inside.
	Mast: Many options for shapes colors. Attention needs to be paid to how the mast/pole mounts and any accessories needed for camera mounting.
	Conduits: Would suggest supply a conservative fixed number of linear feet and allow the contractor to purchase additional if they expect to use more.

December 14, 2022

Public Forum

**6 Mile Zimovia Deep Water Industrial Site
(Former Mill Property)**

The purpose of the community forum was to identify property concerns, potentials, and types of uses that the community would like to see or would accept at the former mill site. It was to encourage a general discussion of a broad brush of possibilities and opportunities as identified by participants. A brief slide show was provided at the beginning regarding current property status information. Over 40 participants were then divided into 5 small work groups and led through a series of activities and discussions to ultimately provide KEY INSIGHTS regarding the property. Chris Mertl of Corvus Design was the forum facilitator.



Small Group Discussions and Outcome

Each individual participant was asked to provide three STRENGTHS of the property – what makes this property valuable to the community for economic opportunity. The list of STRENGTHS includes:

Site Strengths (the number indicates the number of individuals who listed it as a strength):

- 16 Deep water port
- 14 Size
- 7 Accessible by Water and Road
- 6 Accessible Waterfront

5 Out of town but still close/location
isolated/
5 level terrain
5 Open for development and expansion
opportunities
4 Road Access
2 Close to Utilities
Dock
Electrical possible
Build ready
Multi-use potential
Alternative location for downtown
industrial activity
View
Good Looking



Participants were then asked to individually provide three WEAKNESSES of the property – concerns regarding future development. The list of WEAKNESSES includes:

Site Weaknesses (the number indicates the number of individuals who listed it as a strength):

10 Distance to town and amenities/ transportation
8 Fill condition/contaminants/sawdust fill
8 Cost to improve/significant investment to improve
5 Poor Bulkhead condition and expensive to repair/reconstruct
5 No infrastructure
4 Age of site and buildings/ structural integrity
3 No dock
3 Proximity to residential/ impact to homes/ noise
Is it Too far from town and is wrangell
equipped for major tourism
development
Bike path doesn't extend to site
Will take Time to improve
Bad Access from road
Keep Channel construction or push
out?
Ramp not developed
Old mill office and lots at entrance not
available
Sunken Vessels
Site surface poor condition
Undeveloped
Small area for multiple uses
Big pile of sawdust remains
Extensive site Repair needs



Each Group then worked together through a series of exercises. This required considerable discussion and thought by each group to ultimately arrive at the group's KEY INSIGHTS, or pieces of advice regarding site opportunities and development.

- 1) **TEAM NAME:** Each group was first asked to provide a TEAM NAME, as the group would be reporting back to all participants along the way. This was a means to talk together, laugh, and reach an easy decision prior to more intense discussion.
- 2) **OPPORTUNITIES:** Each member on each TEAM was asked to provide three community needs. Those needs were written on sticky notes and placed on the recording sheet.
- 3) **LOCATIONS:** The OPPORTUNITIES identified in Step 2 were then separated based on where it was best located within the community. Should the OPPORTUNITY only happen or a best fit for the former mill site; Could the OPPORTUNITY be located either at the former mill site or elsewhere within town; Or, is the OPPORTUNITY best suited for another location than the former mill site.
- 4) **SUPPORT NEEDS:** The next discussion required each TEAM to select four OPPORTUNITIES that should or could be at the former mill site and write down for each the SUPPORT NEEDS – such as facilities or services – that are essential to its success.
- 5) **ENHANCEMENTS:** TEAM members were to identify other ENHANCEMENTS that would be needed on site base on development scenarios identified by the four OPPORTUNITIES and SUPPORT NEEDS.
- 6) **FUTURE HEADLINE:** TEAMS were to come up with a HEADLINE that might appear 20 years in the future.
- 7) **KEY INSIGHTS:** Based on the discussion to this point, each TEAM was asked to identify three KEY INSIGHTS, pieces of advice, main issues or concerns that continued surface during discussion.

The attachment to this document identifies the results of each exercise by TEAM. Following is a complete listing of all responses by EXERCISE.



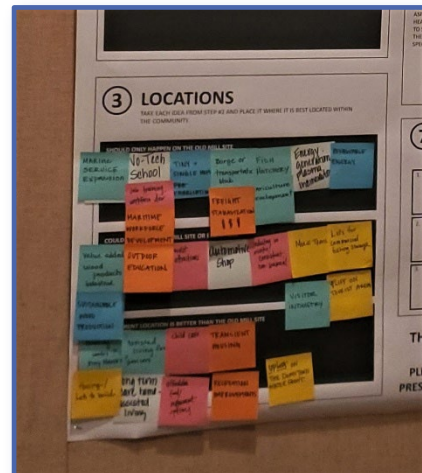
1) TEAM NAMES:

Old Cool Guys and the Youngin'
 Yellow-Bellied Sap Suckers
 Progressives
 What's Cooking
 Bear Grease

2 and 3) COMMUNITY NEEDS/OPPORTUNITIES (All Teams)

Mariculture
 Scrap Recycling
 Plasma Burner
 3 international corridors with Canada
 Tourism
 New vendors
 Larger Travel Lift to expand marine services
 Move Barge Lines
 Added Value logging – kit homes
 Lease/sell lots once developed
 Year-round employment
 Property on Tax rolls
 Mining processing complex
 Small Coast Guard Station
 Cultural Tourism
 Recycling Center
 School/Education Reform
 Child Care Facility
 Telecommunications- Live here work online
 Housing
 Expand Marine Service Center
 Tourism
 College/Technical School
 Relocation of Barge Lines to site
 Opportunity to get Industrial out of downtown
 A more attractive and workable waterfront
 Expand shipyard
 Expand Marine Industry
 Value Added resource production
 Potential green power development
 New Barge facility
 More economic Diversity
 Long-term employment in year-round enterprise
 – Light industrial
 Centralized SE Waste disposal
 Opportunities in energy development
 Housing
 Stable Workforce
 Jobs
 Industry Diversification

Infrastructure
 Large Vessel Shipyard
 Tourism Expansion
 Larger Barge Facility
 Energy Generation – Plasma incinerator
 Renewable energy
 More industry
 Tourist attractions
 Automotive Shop
 Non-Seasonal industry
 More trails
 Lots for commercial fishing storage
 Tourism area improvements
 Childcare
 Housing
 Lots to build
 Long-term care/assisted Living
 Transient Housing
 Recreation improvements
 Affordable food
 Restaurant options
 Uplift on the downtown waterfront
 Vo-tech School
 Marine Service Center expansion
 Barge or transportation Hub
 Visitor Industry



4) SUPPORT NEEDS (the four selected OPPORTUNITIES of each TEAM and SUPPORT

NEEDS essential to the success of that OPPORTUNITY:

Expansion of Marine Service Center/Larger

Travel Lift:

Major Grant funding

Merchants

Utilities

Bulkhead

Marine Barge Lines:

Bulkhead

Dock

Lease/Sell Lots Once Developed:

Design Lots

Site Development

Utilities

Value Added Logging/Kit homes:

Utilities

Survey Lots

Expand Marine Service Center

Deep Water Landing

Travel Lift

Dock for haul out

Chandlery

Relocation of Barge Lines to former mill site

Utilities

Barge ramp

Security Fencing

Office

Tourism:

Utilities – Bathrooms

Dock and Terminal

Transportation

College/vo-tech:

Utilities

Buildings

Transportation

Dormitory

Larger Marine Service Center:

Dock Development

Utilities

Earthwork

Lift equipment

Covered Work Areas

Shuttle/Transportation

Year Round Long-term employment

Utilities

Earthwork

Vendor Space

Barge Facility

Bulkhead

Barge ramp/dolphins

Utilities

Earthwork

Economic Diversity:

Utilities

Earthwork

Vendor space/Jobs/businesses

Renewable resource/recycling stream

Industry Diversification:

Energy Plan

Centralized Waste

Large Vessel Ship Yard:

New Lift

Reinforced Platform

Utilities

Plat

Tourism Expansion:

Move Barge companies

New ramp

Bulkhead

Utilities

Infrastructure:

Lift stations

Sewer Main

Electric Distribution

Possible Water Capacity

Buildings

Marine Service Center Expansion:

Additional Travel Lift

Lease Land

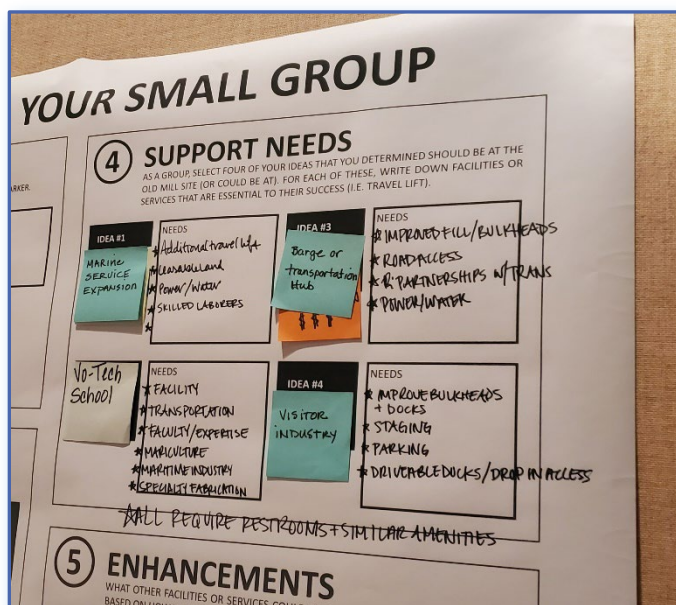
Power/Water

Skilled Laborers



Vo-Tech School:
 Facility
 Transportation
 Faculty Expertise
 Mariculture
 Marine Industries
 Specialty Fabrication

Barge or Transportation Hub:
 Improved fill/bulkheads
 Road Access
 Partnerships with Transportation providers
 Power/Water
 Visitor Industry:
 Improve bulkheads/docks
 Staging
 Parking
 Drivable Docks/Drop in Access



5) OTHER ENHANCEMENTS (other services identified by all TEAMS that would be needed on site to benefit the four OPPORTUNITIES):

Vendors
 Trade School
 Apprenticeships
 Food Trucks or shops
 Marketing of new opportunities
 Enhance broadband to area
 New dock
 Vendor spots for Vessel repair
 Cell Service/internet
 Chandlery/marine supply stores
 Transportation
 Beautification- Refill property
 Short term Housing
 Housing
 Food options: Café/food trucks/coffee shop
 Child Care
 Transportation services
 Green space for users
 Safe decent access

Fuel
 Equipment suppliers/retail/hardware
 Marine Services welders, painters etc
 General Convenient Store
 Lodging
 Gas station
 Restaurant
 Storage
 Interpretive Signs; History of the site
 Gated Entrance
 Convenient Store
 Transportation Services
 Food Trucks
 Bike Path extension
 Bunk House for transient workers
 Retailers – hardware/supplies
 Public Ramp
 Site lighting and security

6) FUTURE HEADLINES

Industrial Facility a Success – Largest Haulout Facility in Alaska

Wrangell Industrial Complex Celebrates the Graduating Class of 2042 and \$50 Million in Marine Service Center Revenue

Wrangell's Industrial Diversification Pays Off

Wrangell Shows Steady Economic Growth While Maintaining Smalltown Charm

We're Not Milling Around, Wrangell Turns Dust to Gold!

7) KEY INSIGHTS (all TEAMS):

Need for utilities

Money – Investors – Grants

People – Skilled Trades

Creating a multi- purpose facility to diversify opportunities

Investing in baseline improvements

Consolidate Ownership: develop strategic long term plan; community driven management; property tax roll; market

Maintaining value and quality of life

Need to diversify and grow economy

Any solution will require a base level of development

Strategic Funding

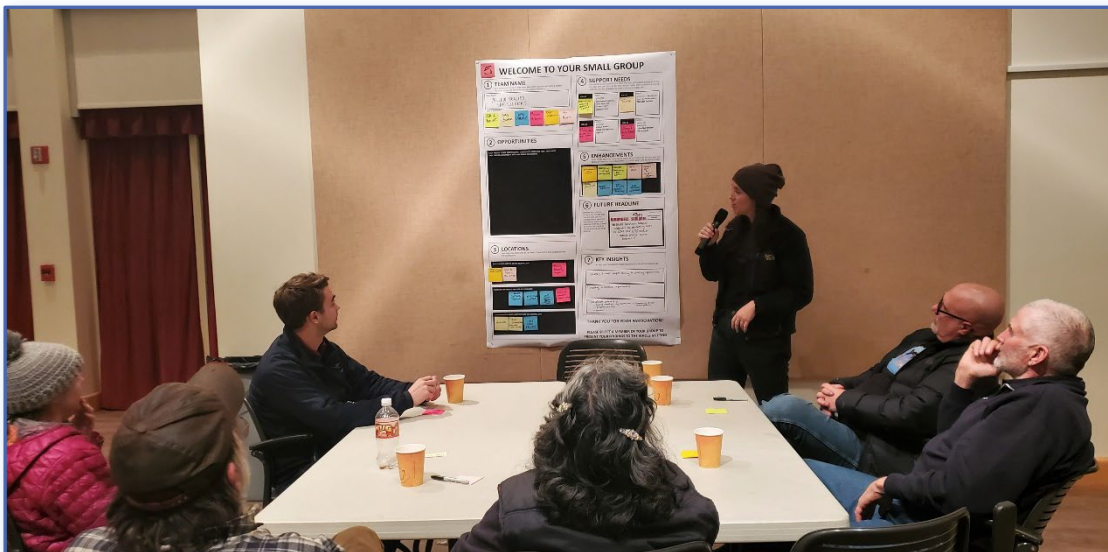
Regional Waste Processing

Certify the Development Process with Goals, Timelines and Follow-through

Partners and/or Funding

Opportunities or Challenges of mixing Industry

Prioritizing workforce development specialized Vo-tech Facility



1 WELCOME TO YOUR SMALL GROUP

1 TEAM NAME
As a group decide on a team name and write it large here with a marker. Please also include the names of your group members.

2 OPPORTUNITIES
Each person please write down 3 community needs and place them here. Only one idea per person. Write and place the ideas.

3 LOCATIONS
Where does this happen on the old mill site?
Where can we see this on the old mill site?
A different location is better than the old mill site.

4 SUPPORT NEEDS
What do you need to do this?
What do you need to do this?
What do you need to do this?

5 ENHANCEMENTS
What do you need to do this?
What do you need to do this?
What do you need to do this?

6 FUTURE HEADLINE
What do you need to do this?
What do you need to do this?
What do you need to do this?

7 KEY INSIGHTS
What do you need to do this?
What do you need to do this?
What do you need to do this?

THANK YOU FOR YOUR PARTICIPATION!
PLEASE SELECT A MEMBER OF YOUR GROUP TO PRESENT YOUR FINDINGS TO THE WHOLE MEETING

5 WELCOME TO YOUR SMALL GROUP

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As a group decide on a team name and write it large here with a marker. Please also include the names of your group members.

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What do you need to do this?

5 ENHANCEMENTS
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What do you need to do this?
What do you need to do this?

6 FUTURE HEADLINE
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What do you need to do this?
What do you need to do this?

7 KEY INSIGHTS
What do you need to do this?
What do you need to do this?
What do you need to do this?

THANK YOU FOR YOUR PARTICIPATION!
PLEASE SELECT A MEMBER OF YOUR GROUP TO PRESENT YOUR FINDINGS TO THE WHOLE MEETING

1 WELCOME TO YOUR SMALL GROUP

1 TEAM NAME
As a group decide on a team name and write it large here with a marker. Please also include the names of your group members.

2 OPPORTUNITIES
Each person please write down 3 community needs and place them here. Only one idea per person. Write and place the ideas.

3 LOCATIONS
Where does this happen on the old mill site?
Where can we see this on the old mill site?
A different location is better than the old mill site.

4 SUPPORT NEEDS
What do you need to do this?
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ATTACHMENT A:

December 14, 2022
 Public Forum TEAM Discussion
 6 Mile Zimovia Deep Water Industrial Site

The purpose of the community forum was to identify property concerns, potentials, and types of uses that the community would like to see or would accept at the former mill site. It was to encourage discussion over a broad brush of possibilities. A brief slide show was provided at the beginning regarding current property status information. Over 40 participants were then divided into 5 small work groups and led through a series of activities and discussions to ultimately provide KEY INSIGHTS regarding the property. This is the same information provided in the Summary Document, just offered by TEAM Discussion.

Site Strengths (the number indicates the number of individuals who listed it as a strength):

16 Deep water port
 14 Size
 7 Accessible by Water and Road
 6 Accessible Waterfront
 5 Out of town but still close/location isolated/
 5 level terrain
 5 Open for development and expansion opportunities
 4 Road Access
 2 Close to Utilities
 Dock
 Electrical possible
 Build ready
 Multi-use potential
 Alternative location for downtown industrial activity
 View
 Good Looking

Site Weaknesses (the number indicates the number of individuals who listed it as a strength):

10 Distance to town and amenities/ transportation
 8 Fill condition/contaminants/sawdust fill
 8 Cost to improve/significant investment to improve
 5 Poor Bulkhead condition and expensive to repair/reconstruct
 5 No infrastructure
 4 Age of site and buildings/ structural integrity
 3 No dock
 3 Proximity to residential/ impact to homes/ noise
 Is it Too far from town and is wrangell equipped for major tourism development
 Bike path doesn't extend to site
 Will take Time to improve
 Bad Access from road

Keep Channel construction or push out?
 Ramp not developed
 Old mill office and lots at entrance not available
 Sunken Vessels
 Site surface poor condition
 Undeveloped
 Small area for multiple uses
 Big pile of sawdust remains
 Extensive site Repair needs

EXERCISE RESULTS BY TEAMS:

Old Cool Guys and the Youngin

COMMUNITY NEEDS:

Mariculture
 Scrap Recycling
 Plasma Burner
 3 international corridors with Canada
 Tourism
 New vendors
 Larger Travel Lift to expand marine services
 Move Barge Lines
 Added Value logging – kit homes
 Lease/sell lots once developed

SUPPORT NEEDS:

Expansion of Marine Service Center/Larger Travel Lift:
 Major Grant funding
 Merchants
 Utilities
 Bulkhead
 Marine Barge Lines:
 Bulkhead
 Dock
 Lease/Sell Lots Once Developed:
 Design Lots
 Site Development
 Utilities
 Value Added Logging/Kit homes:
 Utilities
 Survey Lots

OTHER ENHANCEMENTS:

Vendors
 Trade School
 Apprenticeships

FUTURE HEADLINE:

Industrial Facility a Success – Largest Haul Out Facility in Alaska

KEY INSIGHTS:

Need for utilities

Money – Investors – Grants

People – Skilled Trades

Yellow-Bellied Sap Suckers**COMMUNITY NEEDS:**

Year-round employment

Property on Tax rolls

Mining processing complex

Small Coast Guard Station

Cultural Tourism

Recycling Center

School/Education Reform

Child Care Facility

Telecommunications- Live here work online

Housing

Expand Marine Service Center

Tourism

College/Technical School

Relocation of Barge Lines to site

SUPPORT NEEDS:

Expand Marine Service Center

Deep Water Landing

Travel Lift

Dock for haul out

Chandlery

Relocation of Barge Lines to former mill site

Utilities

Barge ramp

Security Fencing

Office

Tourism:

Utilities – Bathrooms

Dock and Terminal

Transportation

College/vo-tech:

Utilities

Buildings

Transportation

Dormitory

OTHER ENHANCEMENTS:

Food Trucks or shops
 Marketing of new opportunities
 Enhance broadband to area
 New dock
 Vendor spots for Vessel repair
 Cell Service/internet
 Chandlery/marine supply stores
 Transportation
 Beautification- Refill property

FUTURE HEADLINE:

Wrangell Industrial Complex Celebrates the Graduating Class of 2042 and \$50 Million in Marine Service Center Revenue

KEY INSIGHTS:

Creating a multi- purpose facility to diversify opportunities
 Investing in baseline improvements
 Consolidate Ownership: develop strategic long-term plan; community driven management;
 property tax roll; market

Progressives:**COMMUNITY NEEDS:**

Opportunity to get Industrial out of downtown
 A more attractive and workable waterfront
 Expand shipyard
 Expand Marine Industry
 Value Added resource production
 Potential green power development
 New Barge facility
 More economic Diversity
 Long-term employment in year-round enterprise – Light industrial

SUPPORT NEEDS:

Larger Marine Service Center:
 Dock Development
 Utilities
 Earthwork
 Lift equipment
 Covered Work Areas
 Shuttle/Transportation
 Year-Round Long-term employment
 Utilities
 Earthwork
 Vendor Space
 Barge Facility
 Bulkhead

Barge ramp/dolphins
 Utilities
 Earthwork
 Economic Diversity:
 Utilities
 Earthwork
 Vendor space/Jobs/businesses
 Renewable resource/recycling stream

OTHER ENHANCEMENTS:

Short term Housing
 Housing
 Food options: Café/food trucks/coffee shop
 Child Care
 Transportation services
 Green space for users
 Safe decent access
 Fuel
 Equipment suppliers/retail/hardware

FUTURE HEADLINE:

Wrangell Shows Steady Economic Growth While Maintaining Smalltown Charm

KEY INSTIGHTS:

Maintaining value and quality of life
 Need to diversify and grow economy
 Any solution will require a base level of development

What's Cooking:

COMMUNITY NEEDS:

Centralized SE Waste disposal
 Opportunities in energy development
 Housing
 Stable Workforce
 Jobs
 Industry Diversification
 Infrastructure
 Large Vessel Ship yard
 Tourism Expansion

SUPPORT NEEDS:

Industry Diversification:
 Energy Plan
 Centralized Waste
 Large Vessel Ship Yard:
 New Lift

Reinforced Platform

Utilities

Plat

Tourism Expansion:

Move Barge companies

New ramp

Bulkhead

Utilities

Infrastructure:

Lift stations

Sewer Main

Electric Distribution

Possible Water Capacity

Buildings

OTHER ENHANCEMENTS:

Marine Services welders, painters etc

General Convenient Store

Lodging

Gas station

Restaurant

Storage

FUTURE HEADLINE:

Wrangell's Industrial Diversification Pays Off

KEY INSIGHTS:

Strategic Funding

Regional Waste Processing

Certify the Development Process with Goals, Timelines and Follow-through

Bear Grease:

COMMUNITY NEEDS:

Larger Barge Facility

Energy Generation – Plasma incinerator

Renewable energy

More industry

Tourist attractions

Automotive Shop

Non Seasonal industry

More trails

Lots for commercial fishing storage

Tourism area improvements

Childcare

Housing

Lots to build

Longterm care/assisted Living

Transient Housing
 Recreation improvements
 Affordable food
 Restaurant options
 Uplift on the downtown waterfront
 Vo-tech School
 Marine Service Center expansion
 Barge or transportation Hub
 Visitor Industry

SUPPORT NEEDS:

Marine Service Center Expansion:

Additional Travel Lift
 Lease Land
 Power/Water
 Skilled Laborers

Vo-Tech School:

Facility
 Transportation
 Faculty Expertise
 Mariculture
 Marine Industries
 Specialty Fabrication

Barge or Transportation Hub:

Improved fill/bulkheads
 Road Access
 Partnerships with Transportation providers
 Power/Water

Visitor Industry:

Improve bulkheads/docks
 Staging
 Parking
 Driveable Docks/Drop in Access

OTHER ENHANCEMENTS:

Interpretive Signs; History of the site
 Gated Entrance
 Convenient Store
 Transportation Services
 Food Trucks
 Bike Path extension
 Bunk House for transient workers
 Retailers – hardware/supplies
 Public Ramp
 Site lighting and security

FUTURE HEADLINE:

We're Not Milling Around, Wrangell Turns Dust to Gold!

KEY INSIGHTS:

Partners and/or Funding

Opportunities or Challenges of mixing Industry

Prioritizing workforce development specialized Vo-tech Facility

Item a.

INSURANCE DISCUSSION

There was a recent fire in Ketchikan one vessel did not have insurance and was possibly the vessel that started the fire. The vessel owner of the vessel with insurance is contemplating suing the Ketchikan harbor department for not requiring insurance. This is another reason we need to figure out if we need insurance requirements or are we willing to be held liable for an accident such as happened in Ketchikan. Even if Ketchikan is not held accountable, they will most definitely incur thousands of dollars in attorney and court fees.





CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	01-05-2023
	<u>Agenda Section</u>	

James D. Leslie request to purchase City and Borough tidelands Lot 15, Block 1-A, Alaska Tideland Survey 83.

SUBMITTED BY:

Steve Miller
Port Director

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

<u>FISCAL NOTE:</u>		
Expenditure Required:		
FY 20:	FY 22: \$0	FY23:
Amount Budgeted:		
	\$	
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		
	\$XXXXXXXX	

ATTACHMENTS: 1. Resolution No.

RECOMMENDATION MOTION (*New Business*):

Move to approve recommendation for sale of Tidelands Lot 15, Block 1-A, Alaska Tideland Survey 83 to James D Leslie.

SUMMARY STATEMENT: The tidelands have been in the Leslie Family for 44 years and currently has a building on this property. This property is no longer adjacent to the water and could be considered uplands. The sale of this property will not affect the Ports and Harbors since it is nowhere close to any of our port or harbor operations.

Wrangell Assembly members,

I would like you to take my request to purchase the tideland into consideration. The land I am requesting to purchase from the city is Lot 15, Block 1-A, Alaska Tidelands Survey 83. This lot has been leased as tidelands since 1978. I had the lease transferred to me, from my mother in the winter of 2021, with an expiration date of December 13, 2032.

There is a building owned by me on the land leased from the city. The building is currently being leased as both commercial space, and residential. I operate a rental company as J. Leslie Rentals, Alaska Business License # 2086999. Owning a building on leased land has made it difficult to conduct business. To obtain loans, lines of credit, potential future sales of the building are very difficult due to banks not willing to work with parties on leased land.

At one time, the location was tidelands. The landscape of down town Wrangell has changed over the years. Now the lot is approximately 100 yards from the tidelands, with city hall between the lot and the tide line. Under sections (A 16.12.030) of Sale of tidelands, Tidelands is defined as those tide and submerged lands, conveyed by the state of Alaska the the then-City of Wrangell pursuant to AS 38.05.820.

For the reasons stated above, I believe the lot should be considered to be sold.

Thank you,

James D. Leslie II

TIDELANDS LEASE AGREEMENT

This Assigned Lease Agreement ("Agreement") is made effective as of June 9th, 2021 ("Effective Date") between James D. Leslie, whose mailing address is P.O. Box 1978, Wrangell, AK 99929 ("Lessee"), and the City and Borough of Wrangell, a municipality, whose mailing address is P.O. Box 531, Wrangell, AK 99929 ("Borough" or "Lessor") (each a "Party" and collectively, the "Parties").

WHEREAS, the Borough owns the property described below; and

WHEREAS, the Borough wishes to lease this parcel of land to James D. Leslie; and;

The Borough and Lessee desire to enter into a Lease Agreement with respect to the following described property hereinafter referred to as the Premises which is depicted in Attachment A and is more particularly described as follows:

LEGAL DESCRIPTION

Lot 15, Block 1-A, Alaska Tidelands Survey 83, Wrangell Recording District, First Judicial District, State of Alaska.

EXCEPT THAT PART THEREFROM 228.0 square feet utilized by the City & Borough of Wrangell for concrete sidewalk.

The Borough Assembly approved the assignment of Tidelands Lease from Wilma Leslie to James D. Leslie on June 8, 2021.

1. **LEASE TERM.** The term of this Lease shall begin on the date of approval of the Assignment, June 8, 2021, and shall continue until December 13, 2032. ("Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, defense, and indemnification obligations) of either Party hereto involving any act, omission, breach, or default occurring prior to such expiration or termination. In accordance with WMC 16.08.070, leases under this chapter may be issued for a maximum initial period of 21 years, and may provide for not more than six, five-year renewal options. The assembly will approve or reject the negotiated lease. No rights to new leases or new use of tidelands or submerged lands may arise until the assembly approves a final written lease. Nothing in this chapter requires the borough assembly to accept any lease.
2. **RENTAL.** During the first year (2021-2022) of the Assigned Lease Term, Lessee shall pay the Borough rent for the Premises ("Rent") in the amount of One Thousand Six Hundred Fifty (\$1,650.00), plus tax, per year, billed annually and due at the start of each subsequent year of the term, with the annual payment due on or before June 1st of each year. Lessee shall pay all property taxes assessed against the leased Premises.

3. In accordance with WMC 16.08.110 and 16.08.120 the annual Rent payable pursuant to any Lease issued under the provisions of this chapter shall be subject to adjustment by the Assembly on the fifth anniversary of the date of the Lease and each anniversary date thereafter which is divisible by the number five. The next fifth anniversary date of this Assigned Lease is 2022. All adjusted rates shall be computed at six percent of the fair market value of the land and improvements owned by the Borough and leased thereunder. Such value shall be determined by an appraisal made by the Borough assessor, or contract appraiser, and reviewed and determined by the Assembly as provided in WMC 16.08.040 and 16.08.120.

4. OPERATION AND MAINTENANCE

- a. Lessee shall keep and maintain the leased premises in good and substantial repair and condition. This Lease shall be subject to any rights of the public under the Public Trust doctrine.
- b. Lessee shall pay all taxes, fees, or assessments as may be required.
- c. Lessee shall not suffer or permit any lien to be filed against the Premises or Lessee's leasehold interest, by reason of work, labor, services or materials performed for or supplied to Lessee or anyone holding the Premises or any part thereof under Lessee. If any such lien is filed, Lessee shall cause the lien to be discharged of record at least (30) days prior to any scheduled lien foreclosure sale. If the Lessee fails to discharge the lien within 30 days, such failure constitutes a material breach of the lease and a default.

5. TERMS AND CONDITIONS

- a. Lease Utilization. Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use without the express consent of the borough assembly shall constitute a violation of the lease. The Borough Assembly shall require a development plan to be submitted and followed by the Lessee. Failure to develop the land consistent with the development plan constitutes grounds for cancellation of the Lease at the option of the Borough Assembly.
- b. Subleasing and Assignment. No Lessee of Borough tidelands shall sublease or assign their Lease or any interest therein without the prior written consent of the Borough Assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be granted in all cases, where the Borough Assembly finds that the assignment or sublease will not be detrimental to the interest of the Borough in the development of Borough tidelands.
- c. Modification. No Lease under this chapter may be modified orally or in any manner other than by a Lease Amendment approved by the Borough Assembly and signed by all parties thereto or their respective successors in interest.
- d. Required Improvements. Each Lease shall contain a requirement that the Lessee construct improvements suitable for the use of which the land is classified of a

specified minimum value within two years from the date of the Lease and that a Corps of Engineers permit shall be obtained prior to construction when required. Improvements in the limited context of the tidelands leasing provisions may include a parking lot with fill or surfacing, drainage, ingress and egress as the Assembly shall require. The applicant shall be notified of the amount of the minimum annual Rent and the value of the improvements required to be constructed thereon.

e. Indemnification and Insurance

1. Indemnification of Lessor. Lessee agrees, to the fullest extent of the law, to indemnify, defend and hold Lessor harmless against and from any and all claims, actions and proceedings of any kind and any nature by or on behalf of any person, entity or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the leased Premises, or arising out of or related in any way to the Lessee's use of the Premises, beginning on **June 8, 2021** regardless of when such claims may have occurred, arose or accrued, which in any way relate to the leased premises, including, without limitation, in connection with hazardous materials. Lessee also agrees to indemnify, defend and save Lessor harmless against and from any and all claims arising during the lease term from any condition of the leased property. Lessee also agrees to indemnify, defend and hold harmless Lessor from any and all claims, including but not limited to physical injury, death, property damage, special damages, consequential damages, expenses, costs, and attorneys' fees, directly or indirectly arising out of, in connection with, or incident to the operation of the leased Premises or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this lease, or arising from Lessee's failure to comply with any law, ordinance or regulation of any governmental body, or arising from any negligent act or omission of Lessee or any of its agents, contractors, servants, employees, licensees, guests and sublessees and any agents, contractors, servants, employees, licensees and guests of its sublessees. Lessee's obligation to defend, indemnify and hold Lessor harmless shall include Lessee's payments of reasonable actual attorneys' fees.
2. Insurance. Lessee shall provide to the Borough a certificate of insurance showing that the Lessee has obtained at least one million dollars (\$1,000,000.00) general liability insurance, which covers the Lessee's operations on the leased Premises. Lessee shall provide the Certificate of Insurance, naming the Borough as an additional insured, at the time of the Effective Date of the lease. Failure to maintain such insurance shall constitute a material breach of the terms and conditions of the Lease and a default. Lessee shall notify the Borough twenty (20) days before the policy is canceled or terminated and unless the Lessee provides a new Certificate of Insurance within 30 days of cancellation or termination, the Borough may immediately terminate

this Lease without further notice at its sole option. Any violation of this provision constitutes a material breach of the lease.

3. Hazardous Waste Responsibility and Indemnification. Lessee represents and warrants that the leased Premises will never be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term "Hazardous Waste or Substance" means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, et. seq.; (vii) designated as a "Hazardous Substance" under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency. Lessee agrees to hold Lessor harmless and to indemnify and defend Lessor against any and all claims and losses resulting from Lessee's breach of this section, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys' and consultants' fees and expert fees, and including without limitation (i) any claims of third parties for personal injury, death, property damage, or other harm, and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by Lessor arising out of or related to the presence of hazardous materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials. This obligation to indemnify, defend and hold Lessor harmless shall survive the term of this Lease and include any claim, cause of action or administrative regulatory enforcement action in which Lessee or Lessor are determined or alleged to be a potentially responsible Party.

f. Cancellation or Forfeiture of Leases.

1. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the Lessee and the Borough.
2. If the Lease should be terminated because of any breach by the Lessee, as provided in this chapter, the annual Rent payment last made by the Lessee shall be forfeited and retained by the Lessor.
3. A Lease may be canceled if the leased Premises are used for any unlawful purpose.

4. If the Lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of valid regulations enforced, the Borough Manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the Lessee is in default. The Lease shall terminate automatically on December 13, 2032.
- g. Remedies Cumulative. The specified remedies to which the Borough may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Borough may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement. In addition to the other remedies provided in this Agreement, the Borough shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.
 - h. Notice or Demand. Any notice or demand which must be given under the terms of a Lease under this chapter may be given, in writing, by registered or certified mail addressed to the other party at the address shown on the Lease. Notice shall be deemed given when deposited in the United States Postal receptacle.
 - i. Entry and Reentry. In the event the Lease is terminated, or in the event that the leased Premises, or any part thereof, are abandoned by the Lessee during the Lease Term, the Borough or its agents or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises and remove all persons and property either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages to the Lessee or any other person or entity. No reentry by the Borough shall be deemed an acceptance of a surrender of the Lease.
 - j. Re-Lease. In the event that the Lease is terminated, the Borough may offer the Premises for lease or other disposal in accordance with the Borough code.
 - k. Forfeiture of Rental. In the event that the Lease is terminated because of any breach by the Lessee, the monthly Rent payment last made by the Lessee shall be forfeited and retained by the Borough.
 - l. Written Waiver. The receipt of Rent by the Borough with knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the Lease, shall not be deemed to be a waiver of any provision of the Lease. No failure on the part of the Borough to enforce any covenant or provision contained in this Agreement, nor any waiver of any right by the Borough unless in writing, shall discharge or invalidate the covenants or provisions of this Lease or otherwise affect the right of the Borough to enforce the Lease in the event of any subsequent breach or default. The receipt by the Borough of any other sum of money after the termination in any

manner, of the Lease Term or after the giving by the Borough of any notice to effect termination, shall not reinstate, continue or extend the resultant Lease Term or destroy or in any manner impair the efficiency of any such notice or termination as may have been given by the Borough to the Lessee prior to the receipt of any sum of money or other consideration, unless so agreed to in writing and signed by the Borough Manager.

- m. Expiration of Lease. Unless the Lease is renewed or sooner terminated, as provided herein, the Lessee shall peaceably and quietly leave and surrender to the Borough all the leased Premises on the last day of the term of the Lease.
- n. Renewal of Lease.
 - 1. Upon the expiration of the Lease Term or the cancellation of the Lease by mutual consent of the Borough and the Lessor, the Borough may grant a new Lease to the Lessee provided:
 - i. Lessee makes written application at least ninety (90) days prior to expiration of the lease term;
 - ii. The Lessee is not in default under the Lease;
 - iii. The use to which the land is to be put is compatible with the current use classification and zoning provisions of the Borough code;
 - 2. This Lease does not grant to the Lessee any renewal preference or right to a renewal of the Lease or to a new Lease and the Lessee has no right to a renewal of the Lease or to a new Lease.
- o. Removal or Reversion of Improvements Upon Termination of Lease. Improvements owned by the Lessee may within sixty (60) calendar days after the termination of the lease be removed by the Lessee, provided, such removal will not cause injury or damage to the lands or improvements on the Premises. All periods of time granted the Lessee to remove improvements are subject to the Lessee paying to the Borough pro rata lease rentals for such periods. If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the Borough.
- p. Compliance with Regulations and Code.
 - 1. The Lessee shall comply with all regulations, rules, the Borough code and with all state and federal regulations, rules, and laws.
 - 2. The Lessee shall comply with all provisions of the Borough code which are promulgated for the promotion of sanitation, life safety and public health. The leased Premises shall be kept in a neat, clean and sanitary condition, and every effort shall be made to prevent pollution.

Mayor, consultant, or attorneys. Lessee acknowledges and agrees that Lessee has had full opportunity to consult with Lessee's own attorney before entering this Lease.

10. **NOTICE.** All notices and requests in connection with this lease shall be in writing and shall be addressed as follows:

City and Borough of Wrangell
Attn: Borough Manager
P.O. Box 531
Wrangell, Alaska 99929

James D. Leslie
P.O. Box 1978
Wrangell, Alaska 99929

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first written above.

City of Borough of Wrangell

By:

Name: James D. Leslie

Title:

Date:

By:

Name: Stephen Prysunka

Title:

Borough Mayor

Date:

APPROVED AS TO FORM:

Levesque Law Group
Attorneys for City & Borough of Wrangell

By:

Joseph N. Levesque

3. Fire protection. The Lessee shall take all reasonable precaution to comply with provisions of the Borough code concerning fire protection applicable to the area of the leased Premises.
 - q. Inspection. The Lessee shall allow an authorized representative of the Borough to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon.
 - r. Use of Material. All coal, oil, gas and other minerals, and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by the Borough and shall not be removed from the land except with written permission of the Borough. The Lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the Borough in writing.
 - s. Rights-of-Way. The Borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the Borough to do so. The Lessee whose land such easements cross shall be entitled to damages for all improvements destroyed or damaged.
 - t. Warranty. The Borough does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or Lease and no guaranty is given or implied that it will be profitable to employ land to be used by the Lessee.
6. **ENTIRE AGREEMENT.** This Lease Agreement contains the entire and integrated agreement of the parties and supersedes all other prior Leases, Agreements, and oral or written communications or negotiations. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the Parties. This Agreement shall be binding upon the Parties and upon their respective executors, administrators, legal representatives, successors and assigns.
 7. **GOVERNING LAW, JURISDICTION AND VENUE.** The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Lease Agreement and the use of the leased Premises.
 8. **TITLES AND HEADINGS.** Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
 9. **REPRESENTATIONS BY LESSEE.** Lessee acknowledges and agrees that Lessee is not relying on any representations by any Borough employee, officer, Assembly member,


Mayor, consultant, or attorneys. Lessee acknowledges and agrees that Lessee has had full opportunity to consult with Lessee's own attorney before entering this Lease.

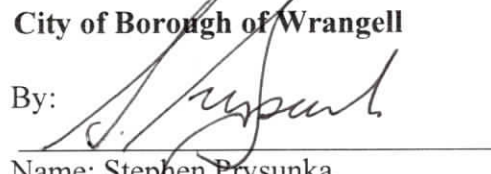
10. **NOTICE.** All notices and requests in connection with this lease shall be in writing and shall be addressed as follows:

City and Borough of Wrangell
Attn: Borough Manager
P.O. Box 531
Wrangell, Alaska 99929

James D. Leslie
P.O. Box 1978
Wrangell, Alaska 99929

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first written above.

By: 
Name: James D. Leslie
Title: Owner
Date: June 9, 2021

City of Borough of Wrangell
By: 
Name: Stephen Prysunka
Title: Borough Mayor
Date: 6-10-2021

APPROVED AS TO FORM:

Levesque Law Group
Attorneys for City & Borough of Wrangell

By: _____