



Tuesday, February 10, 2026

Location: Borough Assembly Chambers

Presentation from 6 - 7 PM | Regular Assembly Meeting at 7 PM

Assembly Meetings are livestreamed through Zoom Webinar. You can listen and watch from your device with the information below:

**Link:** <https://us02web.zoom.us/j/82198672624?pwd=nQmF3oaRoa5WHYzHCFMvEivvbaFMIS.1>

**Passcode:** 99929

**Or to join via audio by dialing:** (253) 215-8782 or (253) 205-0468

**Webinar (meeting) ID:** 821 9867 2624 | **Passcode:** 99929

*Please note that Persons to be Heard is not available through Zoom.*



## **PRESENTATION** (6:00 - 7:00 PM)

- a. Presentation on EDA Disaster Supplemental Grant Preliminary Engineering Reports (PERs) for the three components of the Borough's Project (Wrangell's Economic Revival: Anchoring the Future, Empowering the Region)

### **1. CALL TO ORDER**

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

### **2. CEREMONIAL MATTERS - None.**

### **3. PERSONS TO BE HEARD**

### **4. AMENDMENTS TO THE AGENDA**

### **5. CONFLICT OF INTEREST**

### **6. CONSENT AGENDA**

- a. Minutes from the January 27, 2026 Regular Assembly Meeting
- b. **RESOLUTION No. 02-26-2022** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY26 SHARED FISHERIES BUSINESS TAX PROGRAM (FMA 18 – CENTRAL SOUTHEAST ALASKA)

### **7. BOROUGH MANAGER'S REPORT**

- a. Borough Manager's Report - verbal (posted after meeting)
- b. Nolan Center Report

## 8. BOROUGH CLERK'S REPORT

- a. Borough Clerk's Report

## 9. MAYOR AND ASSEMBLY BUSINESS

### 10. MAYOR AND ASSEMBLY APPOINTMENTS – None.

### 11. PUBLIC HEARING

- a. **ORDINANCE No. 1097** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 14.10, TITLED "INACTIVE VESSELS", IN THE WRANGELL MUNICIPAL CODE

### 12. UNFINISHED BUSINESS

### 13. NEW BUSINESS

- a. Approval of a Memorandum of Understanding with Wrangell Rod and Gun Club
- b. Approval of a contract for Federal Lobbying Services
- c. **RESOLUTION No. 02-26-2020** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE ESTABLISHMENT AND USE OF REVOCABLE SEASONAL COMMERCIAL PERMITS FOR THE CITY DOCK CUL-DE-SAC AREA AND AUTHORIZING THE HARBORMASTER TO ADMINISTER THE PERMIT PROGRAM
- d. **RESOLUTION No. 02-26-2021** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A BUDGET AMENDEMNT FOR THE HIGH SCHOOL AND PUBLIC SAFETY BUILDING FUEL TANKS REPLACEMENT PROJECT
- e. Approve a Contract Award to Schmolck Mechanical Engineering Inc. for the High School and Public Safety Building Fuel Tanks Replacement Project
- f. Approval of Mutual Non-Disclosure and Exclusivity Agreement with JAG Marine Group
- g. Approval of a Professional Services Agreement with Pearson & Pearson, Inc
- h. Approve a Contract Award to PND Engineers for the Deep Water Port Site Development Planning Project

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

### 15. EXECUTIVE SESSION

- a. **Executive Session:** Discussion of Strategic Land Exchange Negotiations

### 16. ADJOURNMENT

## Minutes of Regular Assembly Meeting Held on January 27, 2026

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 7:04 p.m., January 27, 2026, in the Borough Assembly Chambers. Assembly Member Powers led the pledge of allegiance.

**PRESENT** – GILBERT, DALRYMPLE, DEBORD, POWELL, POWERS, OTTESEN (by phone)

**ABSENT** – MACH

Borough Manager Villarma and Clerk Lane were also present.

**CEREMONIAL MATTERS** - None.

### **PERSONS TO BE HEARD**

**Jim Freeman, resident**, thanked Kate, Mason and the team for what they are doing; commented on some of the comments that have been said in the public on the projects that the city is working towards.

Correspondence from the Alaska Association of Municipal Clerks, regarding Clerk Lane as the 2026 AAMC President, was included in the packet.

### **AMENDMENTS TO THE AGENDA**

### **CONFLICT OF INTEREST**

DeBord stated that he may have a conflict on 13b (Tideland reassessment), since he is a SEARHC employee. Gilbert declared that he does have a conflict. There were no objections from the Assembly.

### **CONSENT AGENDA**

- 6a Minutes from the December 16, 2025 Regular Assembly Meeting
- 6b Minutes from the December 22, 2025 Special Assembly Meeting
- 6c Minutes from the Special Assembly meeting held January 7, 2026
- 6d CORRESPONDENCE: School Board Action from the December 15, 2025 meeting

***M/S: Powell/DeBord to approve the Consent Agenda. Motion approved by polled vote.***

### **BOROUGH MANAGER'S REPORT**

Borough Manager Villarma provided a verbal Report.

Tom Wetor, Public Works Director provided a report on the “chlorine taste/smell” in the water. Gene Meek, Police Chief provided information on the Power Point App.

Finance Director Hermanns reported on the quarterly analysis.

Finance Director Hermanns provided a utility A/R - January 2026.

The Ports and Harbors A/R – December 2025 was provided.

The Library Director's Report was provided.

The Capital Projects Report was provided.

## BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

## MAYOR AND ASSEMBLY BUSINESS

Villarma stated that if we want to pursue extending the airport footprint for additional hanger space, we will need to take the lead financially.

The consent of the assembly was to not move forward.

Dalrymple stated that we should still keep this on our radar; however, it would be a good economic development opportunity.

Dalrymple stated that he would ask the Borough Manager to put all of the current American Cruise Lines information on the website for the public.

Villarma stated that there is a newly created one-page fact sheet and a six-page more complete document that we can share.

## MAYOR AND ASSEMBLY APPOINTMENTS

**PUBLIC HEARING** – None.

**UNFINISHED BUSINESS** – None.

## NEW BUSINESS

**13a ORDINANCE No. 1097 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 14.10, TITLED “INACTIVE VESSELS”, IN THE WRANGELL MUNICIPAL CODE**

***M/S: Powell/Dalrymple to approve Ordinance No. 1097 and move to a Second Reading with a Public Hearing to be held on February 10, 2026. Motion approved by polled vote.***

13b Approval of City & Borough Tidelands Annual 2026 Five-Year Reassessments

***M/S: Powell/Powers to approve the five-year City Tidelands Reassessments for tax year 2026, as presented. Motion approved by polled vote. DeBord did not vote.***

**13c RESOLUTION No. 01-26-2016 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2026 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF THE ALDER TOP SUBDIVISION LOTS 4, 5, 6, 12, 16, and 20, BLOCK 1 OF THE ALDER TOP SUBDIVISION IN THE AMOUNT OF \$410,700**

***M/S: Powell/Dalrymple to approve Resolution No. 01-26-2016. Motion approved by polled vote.***

**13d RESOLUTION No. 01-26-2017 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET BY TRANSFERRING \$7,730.08 FROM THE GENERAL FUND RESERVES TO THE ST MICHAEL STREET REHABILITATION PROJECT AND AUTHORIZING ITS EXPENDITURE**

***M/S: Powell/Powers to approve Resolution No. 01-26-2017. Motion approved by polled vote.***

**13e RESOLUTION No. 01-26-2018 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY26 BUDGET IN THE PORT FUND BY TRANSFERRING \$245,000 FROM THE FUND RESERVES TO THE WATERFRONT TIDELANDS FILL AND ABUTMENT PROJECT AND AUTHORIZING ITS EXPENDITURES**

***M/S: Powell/DeBord to approve Resolution No. 01-26-2018.***

***M/S: Powell/Powers to amend the Resolution to change the amount to \$200,000 and have the Borough Manager and Capital Projects Director try and renegotiate the project scope so that it's \$200,000. Amendment approved by with Powers, Ottesen, Dalrymple, Powell and Gilbert voting yes; DeBord voted no.***

***Main motion, as amended, was approved by polled vote.***

**13f Approval of a Contract Award to PND Engineers for the Waterfront Tideland Fill and Abutment Project**

***M/S: Powell/DeBord to approve a Professional Services Agreement with PND Engineers for the Waterfront Tideland Fill and Abutment Project.***

***Powell/Dalrymple to amend the motion to add "as negotiated by the Borough Manager and Capital Projects Director". Amendment approved by polled vote.***

***Main motion, as amended, was approved by polled vote.***

**13g RESOLUTION No. 01-26-2019 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY26 BUDGET IN THE MILL PROPERTY DEVELOPMENT FUND BY APPROPRIATING \$550,000 FROM UNRESTRICTED FUND BALANCE TO THE DEEPWATER PORT SHIPYARD DESIGN PROJECT**

***M/S: Powell/Powers to approve Resolution No. 01-26-2019. Motion approved by polled vote.***

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

**EXECUTIVE SESSION**

**15a Executive Session:** Discussion on Strategic Land Exchange options

***M/S: Powell/Powers pursuant to AS 44.62.310 (c)(1), that we recess into executive session and invite the Borough Manager into the session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically regarding the strategic land exchange options. Motion approved by polled vote.***

Recessed into Executive Session at 8:47 p.m.

Reconvened into Regular Session at 9:22 p.m.

Regular Assembly Meeting adjourned at 9:24 p.m.

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Patricia Gilbert, Borough Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	February 10, 2026
	<u>Agenda Section</u>	<b>6</b>

**RESOLUTION No. 02-26-2022** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY26 SHARED FISHERIES BUSINESS TAX PROGRAM (FMA 18 – CENTRAL SOUTHEAST ALASKA)

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p><b>Revenue Expected:</b> \$2,497.18 Total</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Fiscal Year (FY): 2026</td><td style="width: 50%;">Amount: \$2,497.18</td></tr> </table> <p><b>Amount Budgeted:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">FY:</td><td style="width: 50%;">\$0</td></tr> </table> <p><b>Account Number(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">XXXXX XXX XXXX</td></tr> </table> <p><b>Account Name(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Enter Text Here</td></tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$XXX</td></tr> </table>	Fiscal Year (FY): 2026	Amount: \$2,497.18	FY:	\$0	XXXXX XXX XXXX	Enter Text Here	\$XXX			
Fiscal Year (FY): 2026	Amount: \$2,497.18										
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ATTACHMENTS: 1. RES 02-26-2022

### **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 02-26-2022.

## **SUMMARY STATEMENT:**

This resolution adopts an alternative allocation method for the FY26 State of Alaska Shared Fisheries Business Tax Program within Fisheries Management Area (FMA) 18 – Central Southeast Alaska, as allowed under state regulation and subject to unanimous agreement among participating municipalities.

The Shared Fisheries Business Tax is a state revenue-sharing program administered by the Department of Commerce, Community, and Economic Development (DCCED). The program redistributes a portion of state-collected fisheries business taxes to eligible municipalities that experience measurable impacts from fisheries business activity, including processors, tenders, and related support operations. To participate, municipalities must annually certify that they were significantly affected by fisheries business activity and agree on an allocation methodology within their fisheries management area.

Under the proposed alternative allocation method, 50% of the total FMA 18 allocation is distributed equally among participating municipalities, and the remaining 50% is distributed on a per-capita basis. This approach is consistent with prior-year practice in FMA 18 and is intended to balance both regional fisheries impacts and relative population size.

Based on the FY26 FMA 18 allocation provided by DCCED (attached), the City and Borough of **Wrangell is projected to receive \$2,497.18, compared to \$2,889.55 in the prior fiscal year.** The decrease reflects changes in the overall FMA 18 allocation and population-based distribution rather than any change in Wrangell's eligibility or participation.

Adoption of this resolution is required for Wrangell to remain eligible to receive its FY26 Shared Fisheries Business Tax distribution.

## CITY AND BOROUGH OF WRANGELL, ALASKA

**RESOLUTION NO. 02-26-2022**

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY26 SHARED FISHERIES BUSINESS TAX PROGRAM (FMA 18 – CENTRAL SOUTHEAST ALASKA)

**WHEREAS**, AS 29.60.450 requires that, for a municipality to participate in the FY26 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2025 from fisheries business activities; and

**WHEREAS**, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by the Department of Commerce, Community, and Economic Development; and

**WHEREAS**, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community, and Economic Development, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of fisheries business activity on the respective municipalities in the area; and

**WHEREAS**, the Assembly of the City and Borough of Wrangell, Alaska, proposes to use an alternative allocation method for allocation of FY26 funding available within Fisheries Management Area 18: Central Southeast Alaska, in agreement with all other eligible municipalities within the area participating in the FY26 Shared Fisheries Business Tax Program;

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

Section 1. The Assembly of the City and Borough of Wrangell, Alaska adopts and certifies an alternative allocation method for the FY26 Shared Fisheries

Business Tax Program within Fisheries Management Area 18 (Central Southeast Alaska), distributing 50% equally among participating municipalities and 50% on a per-capita basis.

Section 2. This resolution is effective upon adoption.

**PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 10th day of February 2026.**

CITY & BOROUGH OF WRANGELL, ALASKA

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Patricia Gilbert, Borough Mayor

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

Kim Lane, MMC, Borough Clerk

**City & Borough of Wrangell**  
**JAMES & ELSIE NOLAN CENTER**  
**Administrative Report**



To: Honorable Mayor and Members of the Assembly of the City and Borough of Wrangell

Cc: Mason Villarma, Borough Manager

From: Jeanie Arnold, Nolan Center Director

Subject: Nolan Center Report- February

Date: February 10<sup>th</sup>, 2026

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**January/February Events:**

This summary covers The Nolan Center's activities for January and February, showcasing our impact as Wrangell's primary cultural and civic venue. By balancing diverse community programming with steady revenue generation and strong local partnerships, the Center continues to fulfill its mission as a vital resource for the City of Wrangell.

**Facility Rentals & Revenue**

The Center hosted 2 major groups in the month of January, the first was a SEARHC training for health care professionals, primarily nursing staff, that provided our local medical staff with the space and resources necessary to complete critical recertifications. We hosted the Alaska Board of Game Regional meeting that took place January 21<sup>st</sup>- 27<sup>th</sup>. This was a wonderful meeting to have at our facility with our large screen and ample space for the 19 board members and community members to attend. This week-long event was a significant highlight for the period; beyond generating direct rental revenue for the facility, it drove economic activity throughout the community by bringing numerous out-of-town participants to our local businesses and lodging.

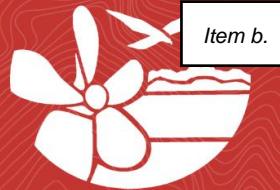
**Community & Family Engagement**

Our commitment to providing quality local entertainment remained a priority through January and February. We were thrilled to screen the new release of *Zootopia 2*, which drew enthusiastic audiences of all ages and provided a vibrant social outlet for Wrangell families. Additionally, we continued our tradition of community partnership by hosting a free movie night, generously sponsored by the Island of Faith Lutheran Church. These screenings ensure the Center remains an accessible and welcoming space for all residents.

**Museum Enhancements & Collection Care**

Following the collections assessment performed last fall, staff have dedicated much of the winter season to significant institutional improvements. We are currently in the process of upgrading our cataloging system and software, a vital step in modernizing the management of

**City & Borough of Wrangell**  
**JAMES & ELSIE NOLAN CENTER**  
**Administrative Report**



our collection items. Visitors will also notice refreshed lobby displays and updated interior signage designed to create a more cohesive narrative. These efforts are focused on refining the guest experience and ensuring the museum is in peak condition for the upcoming 2026 tour season.

**MV Chugach Update:**

Infrastructure and Project Status Update

Note: There have been no new status updates on the following projects since the last reporting period. The status remains as follows :

- **Shelter Contract Work:** Funds are set aside, but progress is halted. Forest Service engineering needs to assess the specs and estimates.
- **MV Chugach Agreement:** The coordination agreement draft is moving forward and remains under review by grants and agreements.

**LOOKING AHEAD: FEBRUARY/March**

Youth & Family Programs

- **After-School Kids Club:** Starting Feb 9th, we are excited to welcome back the Kids Club. The Nolan Center will host these sessions every Monday, providing a free movie and snacks for local youth.
- **Theater Highlights:** We are currently coordinating to bring the highly anticipated *Avatar: Fire and Ash* to our theater for the weekend of Feb 20th–22nd.

Community Partnerships

- **Annual Game Dinner:** We look forward to hosting the Wrangell Sportsmen's Association on February 28th for their signature annual event.
- **Wrangell Chamber of Commerce Membership Dinner**

**Gratitude & Thanks:**

I would like to extend my sincere gratitude to the Assembly, Madam Mayor, and City Manager Villarma for your support of The Nolan Center. We are grateful for your time and your daily commitment to enriching our town; it is through your leadership that our facility is able to provide such vital programs and services to the Wrangell community.

Sincerely,  
Jeanie Arnold  
Nolan Center Director

To: Mayor and Borough Assembly Members  
 From: Kim Lane, MMC, Borough Clerk  
 Subject: February 10, 2026 Borough Clerk's Report



**Upcoming Work Sessions (scheduled), Public Hearings (scheduled),  
Regular Assembly Meetings, and Other Meetings (scheduled)**

DATE	MEETING TYPE/EVENT	WS? - TOPIC	TIME	NOTES
2026-02-10	REGULAR	Presentation - Waterfront and Deep-Water Port Engineering Reports review	6PM PRESENTATION 7PM - REG	
2026-02-19	COMMUNITY TOWN HALL	Waterfront, Port and Infrastructure Projects	5:30PM	This will take place at the Nolan Center
2026-02-24	REGULAR	WS   ??	6PM REG	
2026-03-05	SCHOOL BOARD / BOROUGH ASSEMBLY WORK SESSION	BUDGET/FACILITIES	6PM	This will take place in the Borough Assembly Chambers
2026-03-10	REGULAR	WS   ??	6PM REG	
2026-03-24	REGULAR	WS   ??	6PM REG	
2026-04-14	REGULAR	WS   ??	6PM REG	
2026-04-28	REGULAR	WS   ??	6PM REG	CANCELLED

Other Borough Boards & Commission meetings:

2026-02-26	Port Commission Mtg	Rescheduled from Feb 5	6PM	Borough Assembly Chambers

**ALDER TOP VILLAGE LOTS:**

Below is the list of Alder Top lots that have sold and the lots that have been relisted due to either not selling yet (Only Lot 22) or defaulted and have been relisted. As you can see, only Lots 8, 9, and 22 are currently listed on Public Surplus.

Description	Final Bid/Or Currently on Public Surplus
LOT 2	\$81,100.00
LOT 3	\$65,500.00
LOT 4	\$70,200.00
LOT 5	\$75,200.00
LOT 6	\$80,300.00
LOT 7	\$99,500.00
LOT 8	<b>DEFAULTED - RELISTED ON SURPLUS</b> (starting bid \$68,500 (ends March 4 <sup>th</sup> ))
LOT 9	<b>DEFAULTED – RELISTED ON SURPLUS</b> (starting bid \$75,400 (ends March 6 <sup>th</sup> ))
LOT 11	\$55,100.00
LOT 12	\$63,600.00
LOT 13	\$66,100.00
LOT 14	\$62,000.00
LOT 15	\$59,300.00
LOT 16	\$56,600.00
LOT 17	\$53,900.00
LOT 18	\$54,700.00
LOT 19	\$59,200.00
LOT 20	\$64,800.00
LOT 21	\$49,800.00
LOT 22	NOT SOLD - STILL ON SURPLUS (starting bid \$68,800 (ends March 1 <sup>st</sup> ))

**Finance Committee - Community Member:** Brian Herman is still on the Finance Committee. There was a large gap between Finance Directors, and I believe there was a misunderstanding between Brian and myself.

As you know, the Finance Committee community member is an ongoing appointment and does not need to be reappointed each year.

Therefore, we have a complete Finance Committee!

## Parliamentary Tidbits:

**Parliamentary inquiry:** Not a motion, but a question as to whether an action would be in order. This is something that can be brought up at any time. If there is something that you are unsure of or simply not clear on, don't be afraid to speak up and ask using this parliamentary rule.

**Appeal from the decision of the chair:** The group can overrule the chair on any decision. While the motion must be seconded, it cannot be amended. When this motion is moved and seconded, the moderator immediately states the question, "Shall the decision of the chair stand as the judgment of the council?" If there is a tie vote, the chair's decision is upheld. The motion is not debatable when it applies to a matter of improper use of authority or when it is made while there is a pending motion to close debate. However, the motion can be debated at other times. Each person may speak once, and the moderator may also state the basis for the decision.

**Request to withdraw a motion:** Contrary to popular misconception, a motion cannot be withdrawn by its mover. This request requires majority approval. Once a motion is made and seconded, it belongs to the body. Therefore, a request to withdraw can be made and if there are any objections to withdrawing, it moves forward with discussion and a vote.

**Tabling:** Used to postpone discussion until the group decides by majority vote to resume discussion. By adopting the motion to "lay on the table", a majority has the power to halt consideration of the question immediately without debate. Requires a second, non-debatable, not amendable. Most often, you will want to use Postpone! 

**Postpone to a definite time:** Similar to tabling, except that the motion directs that the matter will be taken up again at some specific date and time. 

**Previous question or close debate:** Used to bring the body to an immediate vote. It closes debate and stops further amendment. Contrary to some misconceptions, the majority decides when enough discussion has occurred, not the moderator. The formal

motion is to "call for the question" or "call for the previous question," or simply, "I move to close debate." The motion requires a second, is not debatable and requires a two-third majority.

**Limit/extend debate:** May be desired if the group has adopted a rule limiting the amount of time that will be spent on a topic, or if the group desires to impose a time limitation.

**Refer to committee:** Directs that some other body will study the matter and report back.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> 02/10/2026
	<u>Agenda Section</u> <b>11</b>

**ORDINANCE No. 1097 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA,  
ADDING CHAPTER 14.10, TITLED "INACTIVE VESSELS", IN THE WRANGELL MUNICIPAL CODE**

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Steve Miller, Port and Harbor Director	<b>Expenditure Required: \$XXX Total</b>

<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Port Commission 12/11/2025
<input type="checkbox"/>	Name(s)
<input checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance
<u>Account Number(s):</u>	
XXXXXX XXX XXXXXXX	
<u>Account Name(s):</u>	
Enter Text Here	
<u>Unencumbered Balance(s) (prior to expenditure):</u>	
\$XXX	

**ATTACHMENTS:** 1. Ordinance 1097 2. New Moorage agreement (for information)

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

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

**RECOMMENDATION MOTION:**  
**Move to Approve Ordinance No. 1097.**

**SUMMARY STATEMENT:** This addition strengthens Title 14 by establishing clear, responsible standards for inactive vessels, improving harbor safety, cleanliness, and overall management. It supports a well-maintained, efficient waterfront and reinforces Wrangell's commitment to strong, effective harbor operations.

## CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1097

## AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 14.10, TITLED “INACTIVE VESSELS”, IN THE WRANGELL MUNICIPAL CODE

**WHEREAS**, the City and Borough of Wrangell (“CBW”) owns and operates public harbor facilities that serve as essential infrastructure supporting commercial, subsistence, and recreational maritime activities; and

**WHEREAS**, long-term storage of vessels in moorage stalls without regular vessel movement can limit availability of moorage space, impede harbor operations, increase congestion, and reduce opportunities for active vessel users; and

**WHEREAS**, inactive vessels may also present heightened environmental, safety, and infrastructure risks, including structural deterioration, bilge failures, and uncertain seaworthiness; and

**WHEREAS**, the Assembly finds it necessary to establish clear standards defining vessel inactivity, outlining associated storage fees, and implementing inspection and insurance requirements to protect harbor assets and promote responsible vessel stewardship; and

**SEC. 1.** Action. The purpose of this ordinance is to add Chapter 14.10, titled “Inactive Vessels”, to the Wrangell Municipal Code.

**SEC. 2.** Amendment. Chapter 14.10 – Inactive Vessels, is hereby added to the Wrangell Municipal Code as follows:

**CHAPTER 14.10  
INACTIVE VESSELS**

## Sections:

- 14.10.010      Definition of Inactive Vessel
- 14.10.020      Storage Fee for Inactive Vessels
- 14.10.030      Condition Survey Requirement (24-Month Inactivity)
- 14.10.040      Insurance Requirement (36-Month Inactivity)
- 14.10.050      Notice and Appeal

### **14.10.010      Definition of Inactive Vessel**

An “Inactive Vessel” is a vessel that, within a period of twelve (12) consecutive months, has not exited its assigned moorage stall and the boundaries of the Borough harbor under its own power and remained absent from the harbor for a period exceeding twenty-four (24) consecutive hours. For vessels 32 feet in length or less without sleeping accommodations, the absence must exceed twenty-four (24) nonconsecutive hours. The term “Inactive Vessel” does not include float houses as that term is defined in WMC 14.01.030(I).

### **14.10.020      Storage Fee for Inactive Vessels**

Inactive Vessels shall be assessed a storage fee in addition to the regular moorage fee. The storage charge shall be equivalent to the moorage fee as set forth in the fee schedule pursuant to WMC 14.11.005.

### **14.10.030      Condition Survey Requirement (24-Month Inactivity)**

A marine condition survey shall be required for any Inactive Vessel after twenty-four (24) consecutive months. The Inactive Vessel owner shall, by the end of the twenty-fifth (25th) month and annually on the same date thereafter while the vessel remains an Inactive Vessel, provide the Borough with a marine condition survey. The survey must be prepared within the previous three (3) months by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS). Any deficiencies identified by the Harbormaster as posing a safety risk to harbor infrastructure must be repaired within two (2) months of written notification unless the Harbormaster determines, in the Harbormaster’s sole and absolute discretion, that the Inactive Vessel poses an immediate hazard. An Inactive Vessel that poses an immediate hazard must be repaired immediately upon written notification. Failure to comply shall result in the vessel being deemed derelict as defined in WMC 14.01.030(E).

### **14.10.040      Insurance Requirement (36-Month Inactivity)**

Insurance shall be required for any Inactive Vessel after thirty-six (36) consecutive months. The Inactive Vessel owner shall, by the end of the thirty-seventh (37th) month and annually on the same date thereafter, provide proof of active Protection & Indemnity (P&I) and Marine Pollution Liability insurance with limits of not less than \$500,000 per occurrence, naming the City and Borough of Wrangell as an additional insured. Failure to comply shall result in the vessel being deemed derelict as defined in WMC 14.01.030(E).

### **14.10.050      Notice and Appeal**

The Harbor Department’s records shall be deemed conclusive in determining inactivity. Written notice shall be mailed to the vessel owner’s last known address of record when the vessel has been determined inactive under this section. The vessel owner may appeal the determination by submitting a written objection with supporting documentation within fourteen (14) days of the date on the written notice. The Harbormaster shall issue a final written decision

within ten (10) days of receipt of the written objection.

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: January 27, 2026

PASSED IN SECOND READING: \_\_\_\_\_, 2026.

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Patricia Gilbert, Borough Mayor

ATTEST:

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Kim Lane, MMC, Borough Clerk

# PORTS & HARBORS DEPARTMENT

PO Box 245, Wrangell, AK, 99929 | +1 (907) 874-3736  
671 Shakes Street, Wrangell, AK, 99929



## ANNUAL MOORING AGREEMENT

Moorage is charged at a per-foot rate. Click Here to view the complete list of rates and fees.

**MUST BE PAID UPON FILING**

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

All application information must be true and accurate. Applications must be complete and accompanied by payment of all applicable fees at the time of submission. If the applicant is not the registered owner, written authorization from the registered owner is required.

All vessels with annual moorage must be registered with the Harbor Office prior to assignment of a stall or space. Vessels may not occupy a stall without current registration and a valid moorage agreement on file. Moorage rates are established by ordinance of the City & Borough of Wrangell and are subject to change. Annual moorage is granted on a first-come, first-served, space-available basis.

Moorage fees remain the responsibility of the vessel owner until the agreement is formally terminated in writing with the Harbor Office. Failure to pay moorage fees constitutes a breach of this agreement, and unpaid fees shall become a lien against the vessel.

Unattended vessels must have a designated local agent responsible for ensuring the vessel remains clean, well-secured, free from hazards, adequately pumped to remain afloat, and properly maintained to prevent damage to other vessels or harbor facilities.

### SECTION I. OWNER INFORMATION

REGISTERED OWNER(S) FULL NAME

OPERATOR

EMAIL ADDRESS

DRIVERS LICENSE NO. & STATE

PHONE NUMBER

MAILING ADDRESS

PHYSICAL ADDRESS

EMERGENCY CONTACT (LOCAL)

PHONE NUMBER

**CITY & BOROUGH OF WRANGELL**  
**ANNUAL MOORING AGREEMENT**  
**CONTINUED FROM PAGE 1**

Item a.

**SECTION II. VESSEL INFORMATION**

**VESSEL NAME**

**PORT OF REGISTRY**

**AK NUMBER**

**ADF&G NUMBER**

**DOC NUMBER**

**OVERALL LENGTH**

**BEAM**

**DRAFT**

**STALL NO.**

**HARBOR LOCATION:**

**HULL TYPE (Select One):**    ALUM     STEEL     FIBER GLASS     **HOLDING TANK:**    YES     NO

**IS THIS VESSEL YOUR PRIMARY RESIDENCE?**

YES     NO

**A liveaboard application and  
Harbormaster approval is required before  
vessels may be used as a primary residence.**

**DO YOU HAVE AN AUXILIARY PUNT OR SKIFF?**

YES     NO

**PLEASE PROVIDE PUNT/SKIFF DETAILS:**

**AK NUMBER**

**OVERALL LENGTH**

**SECTION IV. ACKNOWLEDGEMENTS**

\_\_\_\_ (Initials) I acknowledge that I have received a copy of the Best Management Practices.

\_\_\_\_ (Initials) I agree to comply with all ordinances, rules, regulations, and policies governing the use of Wrangell Port & Harbors facilities.

\_\_\_\_ (Initials) I certify that I agree to indemnify, defend and hold the City and Borough of Wrangell harmless from any and all claims of any kind whatsoever arising out of this agreement, including without limitations, payment of claims for property losses and personal injuries, attorney fees, and other related costs whether related to litigation or otherwise resulting from acts which are not the result of the City and Borough of Wrangell's negligence.

By signing below, I acknowledge that I have read, understand, and agree to comply with all terms and conditions described herein. I further acknowledge that the City and Borough of Wrangell is not responsible for damage or loss to vessels, gear, or articles due to fire, theft, accident, weather, or causes beyond its control.

**SIGNATURE OF APPLICANT**

**DATE**

**SIGNATURE OF REGISTERED OWNER (IF DIFFERENT THAN APPLICANT)**

**DATE**

Make checks payable to: **City & Borough of Wrangell Harbor** or call 907-874-3736 with credit card information or stop by the harbor office.

#### A. Definition of Inactive Vessel

An "Inactive Vessel" is a vessel that, within a period of twelve (12) consecutive months, has not exited its assigned moorage stall and the boundaries of the Borough harbor under its own power and remained absent from the harbor for a period exceeding twenty-four (24) consecutive hours. For vessels 32 feet in length or less without sleeping accommodations, the absence must exceed twenty-four (24) nonconsecutive hours. The term "Inactive Vessel" does not include float houses as that term is defined in WMC 14.01.030(l).

\*\*Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

#### B. Storage Fee for Inactive Vessels (12-Month Inactivity)

Inactive Vessels shall be assessed a **storage fee** in addition to the regular moorage fee **after twelve (12) consecutive months of inactivity**. The storage charge shall be equivalent to the moorage fee as set forth in WMC 14.11.100(A).

\*\*Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

#### C. Condition Survey Requirement (24-Month Inactivity)

A **marine condition survey** shall be required for any Inactive Vessel **after twenty-four (24) consecutive months**. The Inactive Vessel owner shall, by the end of the twenty-fifth (25th) month and annually on the same date thereafter while the vessel remains an Inactive Vessel, provide the Borough with a marine condition survey. The survey must be prepared within the previous three (3) months by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS). Any deficiencies identified by the Harbormaster as posing a safety risk to harbor infrastructure must be repaired within two (2) months of written notification unless the Harbormaster determines, in the Harbormaster's sole and absolute discretion, that the Inactive Vessel poses an immediate hazard. An Inactive Vessel that poses an immediate hazard must be repaired immediately upon written notification. Failure to comply shall result in the vessel being deemed derelict under WMC 14.11.070.

\*\*Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

#### D. Insurance Requirement (36-Month Inactivity)

**Insurance shall be required** for any Inactive Vessel **after thirty-six (36) consecutive months**. The Inactive Vessel owner shall, by the end of the thirty-seventh (37th) month and annually on the same date thereafter, provide proof of active Protection & Indemnity (P&I) and Marine Pollution 6 Item a. Liability insurance with limits of not less than \$500,000 per occurrence, naming the City and Borough of Wrangell as an additional insured. Failure to comply shall result in the vessel being deemed derelict under WMC 14.11.070.

\*\*Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

#### E. Notice and Appeal

The Harbor Department's records shall be deemed conclusive in determining inactivity. Written notice shall be mailed to the vessel owner's last known address of record when the vessel has been determined inactive under this section. The vessel owner may appeal the determination by submitting a written objection with supporting documentation within fourteen (14) days of the date on the written notice. The Harbormaster shall issue a final written decision within ten (10) days of receipt of the written objection.

\*\*Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# CITY & BOROUGH OF WRANGELL, ALASKA

## BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> February 10, 2026
	<u>Agenda Section</u> <b>13</b>

Approval of a Memorandum of Understanding with Wrangell Rod and Gun Club

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Mason Villarma, Borough Manager	<u>Expenditure Required:</u> Fiscal Year (FY):      Amount: \$
	<u>Amount Budgeted:</u> FY:      \$
<u>Reviews/Approvals/Recommendations</u>	<u>Account Number(s):</u>
<input type="checkbox"/> Commission, Board or Committee	<u>Account Name(s):</u>
Name(s)	
Name(s)	
<input type="checkbox"/> Attorney	<u>Unencumbered Balance(s) (prior to expenditure):</u>
<input type="checkbox"/> Insurance	

ATTACHMENTS: 1. MOU with Wrangell Rod & Gun Club

### **RECOMMENDATION MOTION:**

Move to Approve Memorandum of Understanding with Wrangell Rod & Gun Club

## **SUMMARY STATEMENT:**

### **BACKGROUND:**

The City and Borough of Wrangell owns and maintains the Wrangell Shooting Range for community use. The Wrangell Rod & Gun Club has a long-standing history of supporting firearms safety, shooting sports, and volunteer-based range operations. This Memorandum of Understanding establishes a clear framework for collaboration while retaining Borough ownership and primary responsibility for the facility.

Under the MOU, the Borough maintains ownership, liability coverage, and responsibility for major maintenance and capital improvements. The Club's role is intended to supplement Borough operations through volunteer support, minor maintenance assistance, safety oversight, scheduling coordination, and reporting on facility conditions. The agreement also allows the Club to serve in an advisory capacity on future capital projects, including planning and development of the proposed Trap and Skeet Range, subject to Borough approval.

The MOU is effective for a five-year term, includes insurance and indemnification provisions to protect the Borough, and establishes regular communication and reporting requirements. No lease or transfer of ownership is created by this agreement.

### **FISCAL IMPACT:**

There is no direct fiscal impact associated with approval of this MOU. Each party remains responsible for its own operational costs unless otherwise agreed in writing.

### **RECOMMENDATION:**

Administration recommends approval of the Memorandum of Understanding between the City and Borough of Wrangell and the Wrangell Rod & Gun Club.

# MEMORANDUM OF UNDERSTANDING

Between  
CITY AND BOROUGH OF WRANGELL  
and  
WRANGELL ROD & GUN CLUB

## I. PURPOSE

This Memorandum of Understanding (MOU) establishes a framework for ownership and site management of the Wrangell Shooting Range. This MOU defines the respective roles, responsibilities, and collaborative relationship between the City and Borough of Wrangell (hereinafter "Borough") and the Wrangell Rod & Gun Club (hereinafter "Club").

## II. BACKGROUND

WHEREAS, the Borough owns and maintains the Wrangell Shooting Range for the benefit of the community; and

WHEREAS, the Club has demonstrated expertise, dedication, and community involvement in firearms safety, shooting sports, and range operations; and

WHEREAS, both parties recognize the mutual benefit of establishing clear operational responsibilities while maintaining Borough ownership of the facility; and

WHEREAS, the parties wish to collaborate on the development and management of shooting range facilities, including the planned Wrangell Trap and Skeet Range;

NOW, THEREFORE, the parties agree as follows:

## III. OWNERSHIP

The Borough shall retain full ownership of the Wrangell Shooting Range property, including all buildings, structures, improvements, and fixtures located thereon. This MOU does not transfer, convey, or otherwise diminish the Borough's ownership interest in the property.

## IV. SITE MANAGEMENT RESPONSIBILITIES

The Club's responsibilities under this section are intended to supplement, not replace, the Borough's ownership and primary maintenance responsibilities.

### A. Wrangell Rod & Gun Club Responsibilities

The Club shall contribute to site management of the Wrangell Shooting Range, including but not limited to:

1. Assisting with routine maintenance and upkeep through volunteer labor, minor repairs, and coordination with the Borough
2. Assisting with scheduling and coordination of range activities and events
3. Supporting enforcement of range safety rules and regulations
4. Assisting with management of range access and usage policies
5. Coordination of volunteer activities and work parties
6. Conducting regular inspections and reporting facility conditions to the Borough
7. Assisting with maintenance of range equipment and infrastructure
8. Supporting range operations in compliance with applicable laws and regulations

#### B. Borough Responsibilities

The Borough shall:

1. Maintain ownership and legal responsibility for the property
2. Retain primary responsibility for major maintenance, repairs, and capital improvements as budgeted and approved
3. Maintain liability insurance coverage for the property
4. Coordinate with the Club on long-term planning and development
5. Review and approve any significant modifications to facilities or operations

### **V. CAPITAL PROJECTS AND DEVELOPMENT**

The Club may serve in an advisory capacity to the Borough for capital projects at the Wrangell Shooting Range, including planning input, technical recommendations, community engagement, grant research, and construction support, subject to Borough approval.

### **VI. FINANCIAL ARRANGEMENTS**

1. The Club shall not be required to pay rent or lease fees to the Borough under this MOU.
2. The Club may retain fees collected from range users, memberships, and events to support operations and volunteer-led maintenance.
3. The Borough and Club shall collaborate on identifying funding sources for capital improvements.

4. Each party shall be responsible for its own costs unless otherwise agreed in writing.

## **VII. INSURANCE AND LIABILITY**

1. The Borough shall maintain property and general liability insurance for the Wrangell Shooting Range.
2. The Club shall maintain general liability insurance with minimum coverage as required by the Borough.
3. Each party shall name the other as an additional insured where applicable.
4. The Club shall indemnify and hold harmless the Borough from claims arising from the Club's activities, except for claims arising from the Borough's sole negligence.

## **VIII. TERM AND TERMINATION**

This MOU shall be effective upon execution and remain in effect for a period of five (5) years unless terminated with ninety (90) days written notice.

## **IX. COMMUNICATION AND COORDINATION**

1. The parties shall designate primary points of contact.
2. The Club shall provide quarterly activity and condition reports.
3. The parties shall meet at least semi-annually.

## **X. DISPUTE RESOLUTION**

Disputes shall be resolved through good-faith negotiation prior to mediation or other remedies.

## **XI. AMENDMENTS**

This MOU may be amended only by written agreement of both parties.

## **XII. GENERAL PROVISIONS**

This MOU shall be governed by the laws of the State of Alaska and does not create a partnership, joint venture, or agency relationship.

**\*\*\*Signatures on next page\*\*\***

### XIII. SIGNATURES

CITY AND BOROUGH OF WRANGELL

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

WRANGELL ROD & GUN CLUB

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> February 10, 2026
	<u>Agenda Section</u> <b>13</b>

Approval of a contract for Federal Lobbying Services

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Mason Villarma, Borough Manager	<b>Expenditure Required:</b> \$2,400 Total
	Fiscal Year (FY): 2026   Amount: \$2,400
	<b>Amount Budgeted:</b>
	FY: \$ 31,200
<u>Reviews/Approvals/Recommendations</u>	<b>Account Number(s):</b>
<input type="checkbox"/> Commission, Board or Committee	11000 001 7530 00 00000
Name(s)	<b>Account Name(s):</b>
Name(s)	Lobbying Services
<input type="checkbox"/> Attorney	<b>Unencumbered Balance(s) (prior to expenditure):</b>
<input type="checkbox"/> Insurance	\$33,600

ATTACHMENTS: 1. Federal Lobbyist Contract 2026-2029

### **RECOMMENDATION MOTION:**

Move to Approve the contract for federal lobbying services

### **SUMMARY STATEMENT:**

The Assembly is asked to approve a three-year Professional Services Agreement with **Robertson Monagle & Eastaugh** for federal lobbying and government relations services for the period of January 1, 2026 through January 1, 2029.

The City and Borough of Wrangell has retained RM&E for over two decades and has consistently expressed satisfaction with the firm's performance. RM&E has demonstrated strong institutional knowledge of Wrangell's priorities, effective relationships with Alaska's federal delegation and federal agencies, and a high level of responsiveness to Borough needs.

Since at least 2018, RM&E has held its monthly retainer at \$2,600, keeping costs stable while continuing to provide comprehensive federal advocacy services. RM&E has requested a modest inflationary increase of \$400 per month, resulting in a revised monthly retainer of \$3,000. Administration supports this adjustment as reasonable and reflective of increased operating costs over time, while still remaining competitive and cost-effective for federal lobbying services.

Under the proposed agreement, RM&E will continue to provide federal legislative and administrative advocacy, strategic advice on engagement with federal agencies and Alaska's congressional delegation, ongoing communication during the federal legislative session, and an annual written summary of federal legislation and policy initiatives that may impact the Borough.

Approval of this agreement ensures continuity in federal advocacy, preserves long-standing relationships, and positions the City and Borough of Wrangell to effectively pursue federal funding and policy support aligned with local priorities.

## CONTRACT FOR PROFESSIONAL LOBBYING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is entered into between the City and Borough of Wrangell (CBW), PO Box 531, Wrangell, AK 99929, and Robertson Monagle & Eastaugh (RM&E), 151 Nettle Creek Road, Vesuvius, VA 24483, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

### Recitals

WHEREAS, CBW has a need of professional lobbying services; and

WHEREAS, RM&E offers expertise and knowledge in socio-political and government matters at the federal level; and

WHEREAS, CBW desires to make a continued use of RM&E's services in these areas and engage RM&E to render these services; and

WHEREAS, RM&E desires to perform these services based on the terms and conditions hereinafter set forth.

Therefore, in consideration of the mutual terms and conditions set forth below, the parties agree as follows:

1. Term of Contract: CBW employs RM&E for federal consultative, legislative and administrative lobbying activities for the term of three years beginning on January 1, 2026 through January 1, 2029. The CBW may extend the contract by mutual consent of both parties for up to three one year terms.
2. Compensation: CBW shall pay RM&E \$36,000 for its services as follows: \$3,000 each month for the term of this agreement. Payment shall be made to RM&E upon presentation of an appropriate invoice. Included in each monthly invoice shall be billings for any travel and other incidental costs which are in addition to the base monthly amount: local transportation, photocopying, long distance telephone charges, overnight mail and postage. Any travel outside the Washington D.C metropolitan area, including meals, lodging and plane fare, shall be billed to CBW. Such travel shall not be taken unless authorized by CBW.
3. Deliverables:
  - A. Meet with CBW staff and assembly once a year in the fall to talk about the upcoming legislative session, the CBW's capital list and other issues that relate to the legislature and the borough's goals.
  - B. Provide e-mail or verbal communication to the Borough Manager or other appropriate staff during the legislative session to update and notify of pending items of interest to CBW.
  - C. Communicate and advise when it would be appropriate for the Mayor, Manager or other staff members to come to Washington D.C to talk to our federal delegation and federal agencies, and to provide testimony when necessary.
  - D. If a conflict arises about the lobbying effort with another client that would not be in the best interest of CBW, RM&E is required to notify the Borough Manager immediately to discuss the issue and come up with a solution.
  - E. Provide the CBW with suggestions on how we can improve our lobbying effort so we are more effective.
  - F. Provide the City and Borough of Wrangell with a written annual summary of federal legislation, appropriations, regulations, and policy initiatives that may affect the City and Borough of Wrangell, including matters impacting municipal operations, infrastructure funding, economic development, public safety, and natural resource management. The timing of this report shall be coordinated with the City and Borough of Wrangell.

4. **Termination:** This agreement shall remain in full force and effect for the term herein specified unless terminated or annulled by either party upon thirty days' notice in writing.
5. **No assignability:** This agreement is purely and solely with RM&E. RM&E shall have no right to assign, transfer, pledge or otherwise affect the agreement, nor any interest thereunder, nor any of the monies due or to become due by reason of the terms therein.
6. **Waivers, Modification, or Alterations:** Any waiver or modification of any of the provisions of this agreement or the terminations thereof, shall be in writing and signed by both parties.
7. **Venue:** This agreement shall be governed by the laws of the State of Alaska.
8. **Independent Contractor:** Neither this agreement, nor anything contained herein, shall be construed to extend to RM&E the right to act as agent for CBW or to grant to RM&E any power of attorney, whether actual, or apparent, or implied. RM&E shall remain throughout the performance of this agreement as an independent contractor.

CBW employs RM&E for federal consultative, legislative and administrative lobbying activities and to advise management on all matters as defined by mutual agreement to render such services pertinent thereto in accordance with such instructions as may from time to time be given by CBW. RM&E shall report and be responsible to the CBW. RM&E shall devote its best effort and such time as shall be necessary and consistent with the provisions of this agreement. CBW hereby contracts and employs RM&E beginning January 1, 2026, and ending January 1, 2029, unless extended or shortened by mutual consent.

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

OWNER:  
CITY AND BOROUGH OF WRANGELL

ATTEST:

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

By: \_\_\_\_\_  
Mason F. Villarma  
Borough Manager

CONTRACTOR:  
ROBERTSON, MONAGLE & EASTAUGH

By: \_\_\_\_\_  
Sebastian O'Kelly

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	February 10, 2026
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 02-26-2020** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE ESTABLISHMENT AND USE OF REVOCABLE SEASONAL COMMERCIAL PERMITS FOR THE CITY DOCK CUL-DE-SAC AREA AND AUTHORIZING THE HARBORMASTER TO ADMINISTER THE PERMIT PROGRAM

<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>	
Steve Miller, Port & Harbor Director		<b>Expenditure Required:</b> \$XXX Total	
		FY 24: \$	FY 25: \$
			FY26: \$
<b>Amount Budgeted:</b>			
		FY25 \$XXX	
<b>Account Number(s):</b>		XXXXX XXX XXXX	
<b>Account Name(s):</b>		Enter Text Here	
<b>Unencumbered Balance(s) (prior to expenditure):</b>		\$XXX	

ATTACHMENTS: 1.Resolution No 02-26-2020 2. Permit 3. City Dock lot lay out

### RECOMMENDATION MOTION

**Move to approve Resolution No. 02-26-2020.**

**SUMMARY STATEMENT:** This resolution authorizes the establishment of a **Seasonal Commercial Vendor Permit Program** for the City Dock Cul-de-Sac area at the north end of the Samson Yard adjacent to City Dock. The program allows temporary commercial activity during the 2026 summer season (May 1–September 30) through the use of **revocable permits**, rather than leases, in order to preserve City control of the property and maintain long-term public waterfront flexibility.

Permit sites will be assigned through a **public competitive outcry auction**, ensuring transparency and market-based pricing. The permits are designed to support small businesses and visitor services such as food trucks, vending, and small retail operations, while maintaining public access, operational safety, and compatibility with Port and Harbor functions.

The resolution establishes clear conditions for permittees, including site cleanliness, compliance with all applicable laws and Harbormaster direction, prohibition of residential or overnight use, and removal of all temporary structures at the end of the season. The Harbormaster is authorized to administer the program, conduct the auction, execute permit agreements, and enforce permit terms.

Approval of this resolution provides a structured and flexible framework for seasonal economic activity while protecting public interests and City operational needs.

**CITY AND BOROUGH OF WRANGELL, ALASKA**  
**RESOLUTION NO. 02-26-2020**

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE ESTABLISHMENT AND USE OF REVOCABLE SEASONAL COMMERCIAL PERMITS FOR THE CITY DOCK CUL-DE-SAC AREA AND AUTHORIZING THE HARBORMASTER TO ADMINISTER THE PERMIT PROGRAM

**WHEREAS**, the City and Borough of Wrangell (“CBW”) owns and manages property at the north end of the Samson Yard adjacent to the City Dock Cul-de-Sac; and

**WHEREAS**, the City Dock area serves as a key waterfront location supporting marine activity, public access, and seasonal economic activity; and

**WHEREAS**, the City desires to provide opportunities for temporary seasonal commercial activity in a manner that supports small businesses, visitor services, and waterfront vitality while maintaining City control of the property; and

**WHEREAS**, the Assembly finds that the use of a revocable permit (license) framework, rather than a leasehold interest, is the most appropriate tool for short-term, seasonal commercial use of this location because it preserves municipal flexibility and protects long-term public waterfront interests; and

**WHEREAS**, the proposed permit structure allows the city to authorize limited commercial uses such as food trucks, vending, and small retail operations, while ensuring continued public access, operational safety, and compatibility with Port and Harbor functions; and

**WHEREAS**, permit areas will be allocated through a public competitive outcry auction process to ensure fairness, transparency, and market-based pricing; and

**WHEREAS**, the permit program establishes clear conditions requiring site cleanliness, compliance with all laws and Harbormaster direction, prohibition of residential use, and removal of all temporary improvements at the end of the season.

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

**Section 1. Program Approval.**

The Assembly hereby approves the establishment of a Seasonal Commercial Vendor Permit Program for designated areas at the City Dock Cul-de-Sac.

**Section 2. Permit Term.**

Permits authorized under this program shall be valid only for the 2026 summer season, May 1 through September 30, unless earlier revoked.

**Section 3. Nature of Authorization.**

Permits issued under this program shall constitute a revocable license, not a lease; convey no property interest or long-term rights; and be subject to revocation by the City when deemed in the public interest.

#### **Section 4. Allocation Method.**

Permit sites shall be assigned through a public outcry auction with a starting bid of \$1.50 per square foot, per lot, and final permit fees established through the bidding process and formal permit agreement.

#### **Section 5. Authorized Uses.**

Permitted uses may include temporary commercial operations such as food trucks, vending, small retail, or similar seasonal businesses. Residential occupancy, overnight use, or long-term storage is prohibited.

#### **Section 6. Permittee Responsibilities.**

Permittees shall maintain the site in a clean, safe, and orderly condition; comply with all applicable federal, state, and local laws; comply with all Port, Harbor, and Harbormaster regulations and direction; and remove all temporary structures, equipment, and property at the end of the permit term.

#### **Section 7. Administration.**

The Harbormaster is authorized to conduct the auction process, execute seasonal permit agreements consistent with this Resolution, establish site layouts and operational conditions, and enforce permit terms including revocation when necessary to protect public safety, access, or City operations.

#### **Section 8. Public Interest.**

The Assembly finds that this program encourages small business and seasonal economic activity, enhances visitor services, maintains City control of waterfront property, and protects public access and operational flexibility.

PASSED AND APPROVED by the Assembly of the City and Borough of Wrangell, Alaska, this 10th day of February, 2026.

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Patricia Gilbert, Borough Mayor

ATTEST:

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Kim Lane, MMC, Borough Clerk

## 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 Dock Rental Lot Layout

### BEACH FRONT



### PARKING LOT

Lots 1–2: 30' x 20' Spaces (Rentable)

Lots 3–6: 10' x 15' Spaces (Rentable)

Lot 7: FREE TO GARNET SELLERS UNDER 16

All separations between lots are 2 feet

# CITY & BOROUGH OF WRANGELL, ALASKA

## BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	February 10, 2026
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 02-26-2021** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA APPROVING A BUDGET AMENDMENT FOR THE HIGH SCHOOL AND PUBLIC SAFETY BUILDING FUEL TANKS REPLACEMENT PROJECT AND AUTHORIZING ITS EXPENDITURES

<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>	
Amber Al-Haddad, Capital Projects Director		<b>Expenditure Required:</b> \$148,000	
		Fiscal Year (FY): 26	Amount: \$148,000
		<b>Amount Budgeted:</b>	
		FY:2026	\$0
<u>Reviews/Approvals/Recommendations</u>		<b>Account Number(s):</b>	
<input type="checkbox"/>	Commission, Board or Committee	25300 101 9999 00 25004	
Name(s)	<b>Account Name(s):</b>		
<input type="checkbox"/>	Attorney	High School Fuel Tank Replacement	
<input type="checkbox"/>	Insurance	CIP Fund	
<b>Unencumbered Balance(s) (prior to expenditure):</b>		\$0	

ATTACHMENTS: 1. Resolution No. 02-26-2021.

### **RECOMMENDATION MOTION:**

Move to Approve Resolution No. 02-26-2021.

### **SUMMARY STATEMENT:**

The Borough worked with the Alaska Department of Conservation (ADEC) to decommission and permanently close the Underground Fuel Storage Tanks (UST) at the High School and the Public Safety Building. Following decommissioning, we moved to design the project for the installation of above ground fuel storage tanks at each location.

The project was funded with a combination of General Fund Reserves for the Public Safety Building tank and with Secure Rural Schools Fund Reserves for the High School tank.

A competitive solicitation was issued, and the Borough received three bids in response. The low bidder is Schmolck Mechanical with a total project cost of \$465,593. Current funding available for the two projects is as follows:

	<u>Public Safety Building</u>	<u>High School</u>
Approved Funding to Date	\$144,900.00	\$183,750.00
Low Bid Received by Project Location	(\$133,890.50)	(\$331,702.50)
Funding Surplus(+) / Funding Shortfall (-)	+\$11,009.50	-\$147,952.50

With a shortfall in funding for the High School tank project component, Resolution 01-26-2021 authorizes the transfer of \$148,000 from the SRS Fund Reserves specific to the High School Fuel Tank Replacement component of this capital improvement project. This allocation secures the necessary funding to award the construction contract to the lowest responsive bidder and advance the project.

Following contract execution, the Borough will collaborate with the contractor to identify value engineering opportunities to optimize costs without compromising project objectives.

**CITY AND BOROUGH OF WRANGELL**  
**RESOLUTION No. 02-26-2021**

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A BUDGET AMENDMENT FOR THE HIGH SCHOOL AND PUBLIC SAFETY BUILDING FUEL TANKS REPLACEMENT PROJECT AND AUTHORIZING ITS EXPENDITURES

**WHEREAS**, the City and Borough of Wrangell, Alaska adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2025–2026 and requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

**WHEREAS**, the City and Borough of Wrangell commitments to constructing the High School and Public Safety Building Fuel Tanks Replacement project, providing the necessary funding to complete the two-component project; and

**WHEREAS**, the Borough wishes to retain construction services for the High School and Public Safety Building Fuel Tanks Replacement of the project necessitating funding beyond current appropriations specific to the High School component project; and

**WHEREAS**, a transfer from the Secure Rural Schools Fund Reserves to the High School Fuel Tank Replacement CIP Fund, in the amount of \$148,000, is required in the FY26 capital budget to cover the shortfall in funding to award the construction contract and advance the project; and

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

**Section 1:** The Assembly of the City and Borough of Wrangell hereby amends the FY26 budget by transferring \$148,000 from the Secure Rural Schools Fund Reserves to the High School Fuel Tank Replacement CIP Fund and authorizes project expenditures.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 10<sup>th</sup> DAY OF FEBRUARY 2026.

CITY & BOROUGH OF WRANGELL

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Patricia Gilbert, Borough Mayor

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

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> February 10, 2026
	<u>Agenda Section</u> <b>13</b>

Approval of a Contract Award to Schmolck Mechanical for the High School and Public Safety Building Fuel Tanks Replacement Project

<u>SUBMITTED BY:</u>		<u>FISCAL NOTE:</u>	
Amber Al-Haddad, Capital Projects Director		<b>Expenditure Required:</b> \$ 465,593.00	
		Fiscal Year (FY): 26      Amount: \$ 465,593.00	
<u>Reviews/Approvals/Recommendations</u>		<b>Amount Budgeted:</b>	
<input type="checkbox"/>	Commission, Board or Committee	FY:2026	\$0
Name(s)		<b>Account Number(s):</b>	
Name(s)		25300 101 9999 00 25004 – School 11300 000 9999 00 11014 - PSB	
<input type="checkbox"/>	Attorney	<b>Account Name(s):</b>	
<input type="checkbox"/>	Insurance	High School and Public Safety Fuel Tanks Replacement CIP Funds	
<b>Unencumbered Balance(s) (prior to expenditure):</b>			

ATTACHMENTS: 1. Bid Summary and Checklist for the High School and Public Safety Building Fuel Tanks Replacement Project

### **RECOMMENDATION MOTION:**

Move to Approve a Contract Award to Schmolck Mechanical for the High School and Public Safety Building Fuel Tanks Replacement Project.

## **SUMMARY STATEMENT:**

The Borough worked with the Alaska Department of Conservation (ADEC) to decommission and permanently close the Underground Fuel Storage Tanks (UST) at the High School and the Public Safety Building. Following decommissioning, we moved to design the project for the installation of above ground fuel storage tanks at each location.

The project was funded with a combination of General Fund Reserves for the Public Safety Building tank and with Secure Rural Schools Fund Reserves for the High School tank.

A competitive solicitation was issued, and the Borough received three bids in response. The low bidder is Schmolck Mechanical with a total project cost of \$465,593.

Staff recommend awarding the construction contract to Schmolck Mechanical, who is the lowest responsive bidder, to advance the project to the construction phase.

Following contract execution, the Borough will collaborate with the contractor to identify value engineering opportunities to optimize costs without compromising project objectives.

High School and Public Safety Building Fuel Tanks Replacement  
 Bid Opening Checklist and Tabulation Summary  
 Bid Opening Date: February 3, 2026 @ 2:00 p.m. - Assembly Chambers

Bidder's Name	Bid Form	Bid Schedule / Modified Bid Schedule	Bid Security	Local Bidder Affidavit (if applicable)	Addenda		Bid	Bid Modification	Total Bid with Modification
					#1				
Dawson Construction Inc	x	x	x	No	x	\$ 574,531.00	\$ -	\$ 574,531.00	
Schmolk Mechanical Contractors Inc	x	x	x	No	x	\$ 465,593.00	\$ -	\$ 465,593.00	
Prism Alaska	x	x	x	No	x	\$ 556,601.41	\$ -	\$ 556,601.41	

Verified By: \_\_\_\_\_

Witnessed By: \_\_\_\_\_

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> February 10, 2026
	<u>Agenda Section</u> <b>13</b>

Approval of Mutual Non-Disclosure and Exclusivity Agreement with JAG Marine Group, LLC

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Mason Villarma, Borough Manager	<u>Expenditure Required:</u> Fiscal Year (FY):      Amount: \$
<u>Amount Budgeted:</u> FY:      \$	
<u>Account Number(s):</u> 	
<u>Account Name(s):</u> 	
<u>Unencumbered Balance(s) (prior to expenditure):</u> 	

<u>ATTACHMENTS:</u> 1. MUTUAL NON-DISCLOSURE AND EXCLUSIVITY AGREEMENT BETWEEN THE CBW AND JAG MARINE GROUP, LLC 2. EXECUTED MOU BETWEEN THE CBW AND JAG MARINE GROUP, LLC	
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### **RECOMMENDATION MOTION:**

Move to Approve the Mutual Non-Disclosure and Exclusivity Agreement between the City and Borough of Wrangell and JAG Marine Group, LLC.

## **SUMMARY STATEMENT:**

The City and Borough of Wrangell owns the approximately 40-acre 6-Mile Mill Site, a strategic deep-water industrial property with potential for marine fabrication, vessel repair, and port-related infrastructure development. JAG Marine Group, LLC is a nationally experienced maritime fabrication and vessel-repair firm operating major shipyards in Alaska.

In November 2025, CBW and JAG began discussions regarding a potential collaborative development of the 6-Mile Mill Site. In connection with these discussions, JAG submitted a lease application and development proposal in accordance with Wrangell Municipal Code, and the parties have enacted a Memorandum of Understanding to define a shared vision for port development, workforce opportunities, and related initiatives.

The proposed Mutual Non-Disclosure and Exclusivity Agreement establishes the terms under which the parties may exchange non-public and proprietary information while evaluating the potential project. The agreement protects confidential business and technical information to the extent permitted under Alaska public records law; it does not obligate either party to proceed with a transaction, and has a defined three-year term.

### **Fiscal Impact:**

None.

### **Policy Impact:**

Approval supports economic development planning while protecting the Borough's legal and public disclosure obligations.



### **MUTUAL NON-DISCLOSURE AND EXCLUSIVITY AGREEMENT**

This Mutual Non-Disclosure Agreement (“Agreement”) dated as of February 10, 2026 (“Effective Date”) is by and between JAG MARINE GROUP, LLC, a Texas limited liability company (hereinafter, “JAG”), and the City and Borough of Wrangell, Alaska, a municipal corporation organized under the laws of the State of Alaska (hereinafter, “CBW”). JAG and CBW may collectively be referred to herein as the “Parties” or individually as a “Party”.

WHEREAS, CBW owns the approximately 40-acre 6-Mile Mill Site south of Wrangell’s downtown waterfront, a property featuring deep-water access suitable for industrial and marine development as a deepwater port (the “Port”), a strategic industrial asset with significant potential for maritime fabrication, vessel repair, and long-term infrastructure expansion including a syncrolift facility, assembly hall, and drydocks; and

WHEREAS, JAG is a full-service maritime, industrial, fabrication, and vessel-repair firm with national experience supporting local and state governments and agencies, the U.S. Coast Guard and United States Navy, commercial vessels, and industrial clients; and

WHEREAS, JAG operates the two largest commercial shipyards in the United States north of Seattle, Washington in Seward, Alaska and Ketchikan, Alaska, respectively, and whereas further JAG is using its unique knowledge, skills, and expertise in the marine construction and repair industry to facilitate a development proposal for the Port; and

WHEREAS, the Parties wish to explore a business opportunity of mutual interest where JAG and CBW would collaborate on the development of the Port which may result in corresponding negotiated transactions, including, but not limited to, a long term lease of the Port (together, the “Purpose”), and in connection with this Purpose, each Party may disclose to the other certain business and/or technical information that is non-public, confidential, or proprietary in nature (together, the “Confidential Information”); and

WHEREAS, the Party disclosing such Confidential Information (“Disclosing Party”) desires the Party receiving such disclosures (“Receiving Party”) to keep any Confidential Information private and confidential and the Receiving Party is willing and able to keep such Confidential Information private and confidential; and

WHEREAS, the Parties acknowledge that the Confidential Information provided by the Disclosing Party is the result of substantial expenditures of time, money, and business/technical expertise and the unauthorized use or dissemination of Confidential Information would cause significant harm to the Disclosing Party;

WHEREAS, on December 4, 2025, JAG submitted an application to lease approximately 30 acres of the Port in accordance with Wrangell Municipal Code 16.08.030A, along with a development proposal for review by the borough manager and the planning and zoning commission as required by Wrangell Municipal Code 16.08.030B (together, the “Lease Application”);

WHEREAS, on January 28, 2026, the Parties executed a certain non-binding Memorandum of Understanding dated January 28, 2026 (“MOU”), to further define a joint vision statement between the

Parties concerning the development of the Port, workforce development initiatives for Wrangell, Alaska, housing development initiatives, and certain roles and responsibilities concerning the foregoing; and

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, JAG and CBW do hereby agree as follows:

### **Section 1 – Confidential Information.**

Except as set forth in Section 2 below, the term “Confidential Information” shall mean all non-public, confidential, or proprietary information, whether tangible or intangible, disclosed before, on or after the Effective Date by a Disclosing Party to a Receiving Party or the Receiving Party’s employees, officers, directors, partners shareholders, agents, accountants, attorneys, or advisors (collectively, the “**Representatives**”), whether disclosed orally, in writing, or electronic format and is marked, designated, or otherwise identified as “confidential” or should be reasonably interpreted as confidential information based on industry custom, the circumstances surrounding the disclosure, or due to the information contained in such disclosure. The term “Confidential Information” shall include, without limitation:

- (a) past, present, and future business affairs such as finances, budgets, forecasts, sales, and organizational structure; customer and/or supplier information; labor pools and employee records; products, services, and internal practices; and all business, marketing, development, and other commercial strategies;
- (b) know-how, methods, techniques, protocols, designs, and drawings; trade secrets, patents, copyrights, images, and other intellectual property; tools, specifications, components, and documentation; software, programs, and applications, including source code, object code, and programming code;
- (c) other information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable through proper means by persons who can obtain economic value from its disclosure or use;
- (d) any third-party confidential information included with, or incorporated in, any information provided by Disclosing Party to Receiving Party or its Representatives;
- (e) EH&S Manual, QA Manual, Welding & NDT Procedures/Qualifications, and any pertinent training and certifications including NAVSEA weld procedures, ASME, and ABS weld procedures;
- (f) all ideas, knowledge, business expertise, and technological information provided by JAG to Pearson & Pearson Incorporated that support and/or assist with the creation of any Program Management Design and Engineering or Construction Proposals for development of the Port (together, the “**Proposals**”);
- (g) all ideas, knowledge, business expertise, and technological information provided by JAG to CBW for the development of the Port or the placement of a shipyard, drydock, or marine fabrication facility in the Borough of Wrangell, Alaska, including, but not limited to, the information and PowerPoint provided by JAG to CBW during meetings between the Parties on November 4, 2025, and November 12, 2025; and
- (h) all notes, analyses, compilations, reports, forecasts, studies, samples, summaries, or interpretations prepared by or for the Receiving Party or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

### **Section 2 – Exclusions from Confidential Information.**

The term Confidential Information as used in this Agreement shall not include information that:

- (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Receiving Party or any of its Representatives;
- (b) at the time of disclosure is, or thereafter becomes, available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not prohibited from disclosing such Confidential Information to the Receiving Party by a contractual obligation or otherwise;
- (c) was known by or was in the possession of the Receiving Party, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party;
- (d) was or is independently developed by Receiving Party or its Representatives, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information;
- (e) the Lease Application (together with any Exhibits attached thereto); and
- (f) the MOU.

### **Section 3 – Responsibilities.**

Subject to the exceptions articulated in Section 4 below:

- (a) The Receiving Party shall keep in confidence and shall cause its respective Representatives to keep in confidence, all Confidential Information received from the Disclosing Party or its Representatives and shall use such Confidential Information only for the objective of evaluating and engaging in discussion concerning the aforementioned Purpose or for other mutually agreed upon objectives of the Parties where this Agreement is incorporated by reference therein.
- (b) The Receiving Party shall protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- (c) Dissemination of Confidential Information shall be limited to the Representatives of the Receiving Party whose duties justify their need to know such information and then only on the basis of a clear understanding by these Representatives of their obligation to maintain the confidential status of the Confidential Information and to restrict the use of the Confidential Information solely to the use granted under this Agreement. The Receiving Party shall be responsible for the breach of this Agreement by its Representatives.
- (d) All Confidential Information, including all tangible embodiments, copies, reproductions, and summaries thereof, and any other information and materials provided by Disclosing Party to Receiving Party shall remain the sole and exclusive property of Disclosing Party.
- (e) The Receiving Party shall immediately report to the Disclosing Party any attempt by the Receiving Party's Representatives to use or disclose any portion of the Confidential Information without authorization from the Disclosing Party, and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.
- (f) Receiving Party and its Representatives shall not, reverse engineer, decompile, or disassemble any software, hardware, or technology disclosed to the Receiving Party.
- (g) At the Disclosing Party's request, the Receiving Party shall return (or, at the Disclosing Party's option, destroy) all originals, copies, reproductions, and summaries of Confidential Information in the possession of the Receiving Party or its Representatives, and shall destroy all copies of any analyses, compilations, studies, or other documents prepared by the Receiving Party or its Representatives for the Receiving Party's use containing or reflecting any Confidential Information, and such destruction and/or return shall be certified in writing to the Disclosing Party.

#### **Section 4 – Exception.**

The obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information which, based on the advice of legal counsel, is required to be disclosed pursuant to 40 AK ST, Chapter 25, operation of law or legal process, governmental regulation, or court order, provided, however, that the Receiving Party receiving such demand or order promptly informs the Disclosing Party thereof and cooperates with the Disclosing Party in contesting such request or order and in obtaining appropriate protection orders, subject to the payment by the Disclosing Party of all out-of-pocket expenses incurred by the Receiving Party providing such cooperation.

#### **Section 5 – No Obligation.**

Nothing herein shall obligate either Party to proceed with any transaction between them and each Party reserves the right, in its sole discretion, to terminate any discussion contemplated by this Agreement.

#### **Section 6 – NO WARRANTY.**

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” AND THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, AS TO THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

#### **Section 7 – No License.**

By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied rights, permission of use, or licenses to the Receiving Party with respect to the Confidential Information and proprietary rights of the Disclosing Party. Nothing in this Agreement shall obligate either Party to disclose any information to the other Party.

#### **Section 8 – Term.**

The term of this Agreement shall be for three (3) years after the Effective Date. Notwithstanding the foregoing, the obligations of the Receiving Party hereunder with respect to the Confidential Information of the Disclosing Party shall survive termination of this Agreement and remain in effect until such time as the Confidential Information of a Disclosing Party becomes subject to one of the exclusions set forth in Section 2 ‘Exclusions from Confidential Information’ and no longer qualifies as a trade secret under applicable law.

#### **Section 9 – Remedies.**

Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief, including, but not limited to, specific performance in any court of competent jurisdiction, and may, in addition, pursue any other available remedy, at law or in equity, including the recovery of damages. In the event that either Party violates any of the provisions of this Agreement, the prevailing Party shall be entitled to recover all of its reasonable expenses, including attorney’s fees through appeals, incurred in addressing such violation.

#### **Section 10 – Exclusivity for Development of Port.**

In consideration of JAG’s material investment of its time, expertise, and resources (including financial) in: (i) developing and implementing the Proposals, as amended, including trips to Alaska and Wrangell; (ii) funding a portion of the Proposals; (iii) sharing certain JAG Confidential Information (including JAG’s strategic Alaskan growth and development plan) with CBW; (iv) participating in identification and pursuit of federal and state grant opportunities for the development of the Port; (v) collaborating in workforce development initiatives in Wrangell; (vi) supporting the development of housing and workforce accommodations in Wrangell to address current housing shortages; and (vii) other goals and intentions outlined in the MOU, CBW agrees to grant JAG the right of first refusal and exclusive right to pursue the development and construction of the Port or a shipyard facility in the City and Borough of Wrangell for a period of three (3) years following execution of a lease or revenue sharing agreement between JAG and

CBW, provided, however, that JAG continues its good faith efforts to support and pursue the development of a shipyard facility in the City and Borough of Wrangell (the, "**Exclusivity Period**"). For purposes of this Agreement, a "shipyard facility" shall mean any facility or shipyard that has a drydock, Syncrolift, or other large-scale marine repair and fabrication operation.

### **Section 11 – Miscellaneous.**

This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of laws principles. Each Party hereto submits to the jurisdiction of the federal and state courts of Anchorage, Alaska and waives any objection to venue with respect to actions brought in such courts. Any failure to enforce any provision of this Agreement shall NOT constitute a waiver thereof unless the Party waiving any such rights confirms said waiver in writing. No modification or alteration to the terms and conditions set forth in this Agreement shall be valid unless signed in writing by the Parties. Should any Section of this Agreement, or portion(s) thereof, be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, then only the applicable Section, or portion(s) thereof, shall be ineffective and the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible in accordance with the terms and conditions hereof.

### **Section 12 – Notices.**

Any notice, approval, request, or other communication issued pursuant to this Agreement shall be given in writing and deemed to have been delivered on: (i) the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, to the address of the Party to whom the same is directed as set forth below; or (iii) three (3) days after being mailed by certified mail, postage prepaid, return receipt requested:

If to JAG:

JAG Marine Group, LLC  
Attn: Doug Huff, President  
805 Foxhollow Run  
Milton, Georgia 30004  
douglas.huff@jagmarinegroup.com

With a copy to:  
joshua.huff@jagmarinegroup.com

If to CBW:

City and Borough of Wrangell  
Attn: Mason F. Villarma, Borough Manager  
P.O. Box 531  
Wrangell, Alaska 99929  
fvillarma@wrangell.com

With a copy to:

### **Section 13 – Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one instrument. A signed copy of this Agreement delivered by e-mail, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

### **Section 14 – Order of Precedence.**

The order of precedence with respect to control or interpretation of any conflicting terms or conditions amongst this Agreement, the Proposals, the MOU, and/or the Lease Application shall be: (i) this Agreement; (ii) the Proposals; (iii) the MOU; then (iv) the Lease Application.

---

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Mutual Non-Disclosure Agreement and agree to its binding and effective nature as of the Effective Date.

**JAG MARINE GROUP, LLC**

*By*

**Douglas Huff**

*Print Name*

**President**

*Print Title*

*Date*

**CITY AND BOROUGH OF WRANGELL**

*By*

**Mason F. Villarma**

*Print Name*

**Borough Manager**

*Print Title*

*Date*

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY AND BOROUGH OF WRANGELL**  
*A Municipal Corporation and Unified Home Rule Borough of the State of Alaska*  
**AND**  
**JAG MARINE GROUP, LLC**  
*A Texas Limited Liability Company*

**I. PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into this 28 day of January, 2026, by and between the City and Borough of Wrangell, Alaska ("CBW"), a municipal corporation organized under the laws of the State of Alaska, whose address is P.O. Box 531, Wrangell, Alaska 99929, and JAG Marine Group, LLC ("JAG"), a Texas limited liability company, whose principal mailing address is 3801 Tongass Avenue, Ketchikan, Alaska 99901. CBW and JAG may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

**II. RECITALS**

**WHEREAS**, the CBW owns the approximately 40-acre 6-Mile Mill Site south of Wrangell's downtown waterfront, a property featuring deep-water access suitable for industrial and marine development as a deepwater port (the "Port"), a strategic industrial asset with significant potential for maritime fabrication, vessel repair, and long-term infrastructure expansion including a syncrolift facility, assembly hall, and drydocks; and

**WHEREAS**, JAG is a full-service maritime, industrial, fabrication, and vessel-repair firm with national experience supporting local and state governments and agencies, the U.S. Coast Guard and United States Navy, commercial vessels, and industrial clients, and is seeking to expand its operational footprint in Alaska; and

**WHEREAS**, Alaska's maritime sector consists of thousands of vessels—including fishing fleets, ferries, tugboats, barge systems, research vessels, offshore support assets, and U.S. government vessels—that collectively represent one of the largest vessel fleets in the nation, yet Alaska lacks sufficient in-state industrial and marine repair capacity, resulting in major economic leakage to the Pacific Northwest; and

**WHEREAS**, the United States is undertaking a national effort to strengthen domestic shipbuilding and repair capacity to support Arctic security, U.S. Coast Guard recapitalization, construction and maintenance of icebreakers, and expansion of the American maritime industrial base, consistent with the Federal Government's Arctic Strategy, the National Defense Authorization Act, and the U.S. Coast Guard's Polar Security Cutter program; and

**WHEREAS**, the Parties recognize that the Port is uniquely positioned to support federal icebreaker operations, vessel maintenance, and Arctic-region industrial capacity, aligned with national priorities; and

**WHEREAS**, JAG seeks to establish a long-term maritime industrial fabrication, ship repair, and workforce hub in Wrangell, creating new jobs, growing the local Alaskan workforce, expanding private investment in Wrangell, and capturing Alaska vessel-repair market share currently lost to shipyards in Washington, Oregon, and California; and

**WHEREAS**, JAG operates the two largest commercial shipyards in the United States north of Seattle, Washington in Seward, Alaska and Ketchikan, Alaska, respectively, and whereas further JAG is using its unique knowledge, skills, and expertise in the marine construction and repair industry to create a development proposal for the Port (the "JAG Proposal"); and

**WHEREAS**, CBW is preparing a regional coalition application to the U.S. Economic Development Administration (EDA) under the Industry Transformation Path Disaster Supplemental Grant Program, and intends to pursue additional state and federal funding for maritime infrastructure, industrial development, and workforce housing to support the initiatives described in the JAG Proposal; and

**WHEREAS**, both Parties recognize that a long-term public-private partnership with shared investment, coordinated planning, and aligned objectives will catalyze Wrangell's economic growth, support JAG's expansion, and address critical maritime industry needs throughout Alaska; and

**WHEREAS**, on December 4, 2025, JAG filed an application to lease approximately 30 acres of the Port in accordance with Wrangell Municipal Code 16.08.030A, along with the JAG Proposal for review by the borough manager and the planning and zoning commission as required by WMC 16.08.030B; and

**WHEREAS**, the Parties desire to establish this MOU as a framework for coordinated planning, investment readiness, and long-term partnership with the intent of negotiating a long-term lease agreement for development of the Port.

**NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:**

### **III. JOINT VISION STATEMENT**

CBW and JAG share a long-term vision to transform Wrangell into a premier Alaska maritime industrial center, anchored by a multi-decade partnership that expands JAG's marine and industrial footprint and strengthens Wrangell's economy. The Parties envision developing the Port into a full-service fabrication and vessel-repair campus capable of serving Alaska's fishing fleet, Alaska Marine Highway System, tug and barge operators, research vessels, the U.S. Coast Guard, United States Navy, Military Sealift Command, U.S. Army Core of Engineers, NOAA, and other federal assets, and future Arctic-capable vessels including icebreakers.

This vision includes expanding year-round skilled employment, developing a regional workforce pipeline in partnership with Wrangell Public Schools and AVTEC, constructing workforce housing (including single-family housing), and positioning Wrangell as a strategic

node in Federal maritime and Arctic policy objectives. The long-term partnership framework established by this MOU is intended to guide future agreements, investments, and shared actions supporting this Joint Vision Statement.

#### IV. PURPOSE AND INTENT

The purpose of this MOU is to establish a broad, multi-decade framework between CBW and JAG to pursue economic development, industrial growth, and maritime infrastructure investment. The following expanded items describe the primary areas of collaboration in greater detail:

**A. Participation in federal and state grant applications:**

The Parties intend to jointly identify, pursue, and implement federal and state grant opportunities to support the development of Wrangell's maritime industrial corridor. This includes coordinated preparation of applications, alignment of project scopes, and shared commitments to meeting grant program requirements. Through these efforts, CBW and JAG aim to leverage external funding that accelerates infrastructure buildup and supports long-term industrial operations benefiting both the CBW and JAG's expansion efforts.

**B. Co-development planning for the Port:**

CBW and JAG will collaborate on long-range planning for the Port, including site layouts, infrastructure requirements, utility needs, and phased development of maritime fabrication facilities. This planning effort is intended to position the site as a cornerstone industrial center capable of supporting large-vessel repair, fabrication, and related commercial activities. Co-development planning will ensure that public investment and private operational needs are aligned to maximize economic return, support job creation, and enhance regional maritime capacity.

**C. Workforce development initiatives:**

The Parties will collaborate to design and support workforce training programs that prepare Wrangell residents for skilled maritime and industrial jobs. This includes coordination with Wrangell Public Schools, AVTEC, and technical education providers to create training pathways, apprenticeships, and credentialing opportunities. These initiatives are intended to produce a sustainable, year-round workforce that meets JAG's operational needs while expanding high-wage employment opportunities in Wrangell.

**D. Housing development initiatives:**

To support anticipated industrial growth, CBW and JAG will work together to address housing shortages that may limit workforce recruitment and retention. The Parties may collaborate on temporary workforce accommodations, long-term housing construction, and identification of suitable CBW owned parcels for conveyance and development. These efforts aim to ensure that sufficient housing is available to

support JAG's expanding operations and the broader economic growth expected from industrial expansion at the Port.

**E. Industrial expansion planning for JAG's long-term presence in Wrangell:**

JAG intends to evaluate, plan, and execute a long-term industrial expansion strategy centered around the Port, positioning Wrangell as its largest Alaskan shipyard. This includes assessment of fabrication capacity, equipment needs, vessel-repair capability, and phased workforce growth to meet regional and state market demand. Through these planning efforts, JAG seeks to establish a durable, scalable industrial presence that contributes to Wrangell's economic diversification and captures market share currently serviced outside Alaska.

**V. ROLES AND RESPONSIBILITIES**

**A. Mutual responsibilities:**

**i. Collaborate on long-term industrial planning at the Port:**

The Parties will jointly develop long-range industrial plans that identify infrastructure needs, operational layouts, and development phases necessary to create a full-service maritime industrial complex. This collaboration ensures that public infrastructure and private industrial operations are coordinated to support shared objectives. By working together, CBW and JAG aim to establish a multi-decade development blueprint that guides investment and supports strategic decision-making for both entities.

**ii. Pursue EDA and additional grant funding for maritime infrastructure:**

CBW and JAG will coordinate closely on identifying and pursuing grant funding that supports maritime facilities, transportation infrastructure, utility expansion, and workforce initiatives. This includes developing joint project scopes, cost-share arrangements, and letters of support. Successful grant acquisition will accelerate the timeline for port development, expand industrial capacity, and enable JAG to scale its operations within Wrangell.

**iii. Develop workforce pathways and training partnerships:**

The Parties will collaborate with educational institutions and training providers to create skill-development programs aligned with JAG's employment needs. These may include apprenticeships, maritime trades programs, welding training, and certifications for industrial maintenance and fabrication. This partnership strengthens Wrangell's workforce pipeline, enhances local access to high-wage industrial jobs, and supports JAG's labor needs as operations expand.

**iv. Evaluate existing CBW infrastructure for near-term vessel work opportunities:**

The Parties will jointly assess how existing municipal assets—such as City Dock, the Marine Service Center, and port facilities—can support JAG's near-term operational needs prior to full buildout of the Port. This may include vessel repairs, fabrication work, or equipment staging. This evaluation aims to accelerate JAG's operational presence in Wrangell while long-term infrastructure is developed.

v. **Coordinate on workforce housing planning and development:**

The Parties will work collaboratively to identify housing shortages, workforce needs, and appropriate solutions that support JAG's long-term staffing requirements. Coordination may include planning for temporary workforce accommodations, permanent housing (including single-family), and mixed-use development tied to industrial expansion. A coordinated housing strategy will ensure that workforce availability does not constrain industrial growth, helping JAG scale its operations while strengthening Wrangell's local economy.

**B. Responsibilities of CBW:**

i. **Lead EDA coalition coordination and grant administration:**

CBW will serve as the lead entity for grant administration, ensuring compliance with federal requirements, coordinating coalition partners, and managing application submissions. This leadership ensures that public investment is aligned with Wrangell's long-term development goals. CBW will also coordinate communications with state and federal agencies to advance grant-supported initiatives.

ii. **Provide access to sites for evaluation, planning, and feasibility studies:**

CBW will grant JAG reasonable access to Borough-owned land and facilities relevant to planning and feasibility studies, including environmental assessments, geotechnical work, and preliminary engineering. This access enables JAG to evaluate site suitability and operational potential. Such evaluations will support informed master planning and phased infrastructure development.

iii. **Support permitting, zoning, environmental reviews, and utility planning:**

CBW will assist JAG in navigating local permitting processes, zoning requirements, and environmental reviews necessary for development at the Port. This support includes coordination with state and federal reviewers as appropriate. CBW will also aid in planning utilities—water, sewer, electrical, and transportation needed for industrial expansion.

iv. **Identify Borough-owned property for potential workforce housing:**

CBW will identify and evaluate Borough-owned properties suitable for workforce housing development in support of JAG's current and future staffing needs. This may include temporary housing solutions, long-term residential development, or public-private housing partnerships in an effort to expand workforce housing availability that supports sustained industrial growth.

### C. Responsibilities of JAG:

- i. Provide technical and operational expertise for planning:  
JAG will share information with CBW and contribute technical expertise to planning efforts, including industrial process requirements, equipment needs, fabrication layouts, vessel-handling capabilities, and workforce demands so that development plans reflect realistic operational needs. JAG's experience in ship repair and industrial fabrication will guide the design of a high-functioning maritime campus and development of the Port.
- ii. Identify areas for private capital investment and industrial buildup:  
JAG will evaluate opportunities for private capital investment in fabrication facilities, equipment, workforce housing, and other components of its long-term Alaska strategy. These investments demonstrate commitment to establishing a permanent industrial and maritime presence in Wrangell. Such investments will support the Wrangell economy, local job creation, expand JAG's market position, and complement public infrastructure improvements.
- iii. Support workforce training and apprenticeship development:  
JAG will participate in creating and sustaining training programs, providing on-the-job training, mentorship, and apprenticeship opportunities in Wrangell. These programs will help build a highly skilled, Alaska-based maritime workforce. JAG's engagement strengthens local employment pathways while ensuring access to a qualified labor force.
- iv. Collaborate on housing development for employees:  
JAG will work with CBW to identify housing needs, collaborate on design solutions, and participate in the planning or construction of workforce housing that accommodates current and future employees. This may include temporary bunkhouse-style lodging and permanent residential options. Housing collaboration will enable JAG to scale operations efficiently while supporting Wrangell's community development goals.

## VI. FUTURE LEASE NEGOTIATION FRAMEWORK

### A. Intent to pursue a long-term lease:

The Parties acknowledge their mutual intent to pursue negotiation of a long-term lease agreement for JAG's occupancy and industrial development of a significant portion of the Port. Such a lease would serve as the primary real property foundation for JAG's operational base and expansion in Wrangell. Both Parties recognize that securing site control through a lease is essential for JAG's ability to invest in capital assets, secure equipment, hire workforce, and pursue major federal contracts and grant opportunities. Therefore, the Parties affirm that lease negotiations are a near-term priority following execution of this MOU and, to the fullest extent permitted by WMC 16.08.030, the Parties agree to the Exclusivity Period as outlined in Section VI(C).

### B. Timeline for negotiation:

The Parties will initiate good-faith lease negotiations within 90 days of the execution of this MOU, with the shared goal of reaching a definitive agreement for consideration by the Borough Assembly within the next six (6) months, subject to required public

process and legal review. This proposed timeline reflects the Parties' mutual desire to rapidly advance development at the Port and ensure alignment with federal, state, and private investment timelines.

**C. Exclusivity:**

In consideration of JAG's material investment of its time, expertise, and resources (including financial) in: (i) developing and implementing the JAG Proposal, as amended, including trips to Alaska and Wrangell; (ii) sharing certain JAG Information (including JAG's strategic Alaskan growth and development plan) with CBW; (iii) participating in identification and pursuit of federal and state grant opportunities; (iv) collaborating in workforce development initiatives in Wrangell; (v) supporting the development of housing and workforce accommodations in Wrangell to address current housing shortages; and (vi) other goals and intentions outlined in this MOU, CBW agrees, to the fullest extent permitted by WMC 16.08.030, to grant JAG the exclusive right to pursue the development and construction of the Port or a shipyard facility in the City and Borough of Wrangell substantially as described in the JAG Proposal for a period of three (3) years following execution of a long-term lease, provided that JAG continues its good faith efforts to support and pursue the development of a shipyard facility in Wrangell substantially as described in the JAG Proposal (the, "Exclusivity Period"). For purposes of this MOU, a "shipyard facility" shall be deemed any facility or complex that has a drydock, a Syncrolift, or other large-scale marine repair and fabrication operation that substantially conforms to JAG Proposal. Notwithstanding anything to the contrary, this MOU is not intended to and does not limit or affect in any way the Borough's Marine Service Center.

**D. Guiding principles for the lease:**

The Parties agree that future lease negotiations will be guided by the following principles:

- i. Long-term tenure sufficient for multi-phase capital investment.
- ii. Fair-market valuation aligned with Borough policies and economic-development objectives.
- iii. Flexibility for phased industrial expansion, including fabrication yards, syncrolift development, and vessel repair areas.
- iv. Infrastructure commitments proportionate to public and private capabilities.
- v. Clear standards for site improvements, utilities, environmental compliance, and project milestones.
- vi. Provisions that support year-round employment and community economic development.

## VII. GENERAL TERMS

### A. Term and Termination:

This MOU shall remain in effect from the Effective Date through December 31, 2026, unless extended or terminated earlier by mutual consent of the Parties or upon thirty (30) days' prior written notice by either Party.

### B. Governing Law:

This MOU shall be governed by and construed under the laws of the State of Alaska, without regard to conflict of laws principles. Jurisdiction to resolve any dispute between the Parties shall be the state and federal courts located in Anchorage, Alaska.

### C. Non-Binding Intent:

This MOU is intended to be an outline to assist the Parties in preparing a definitive final lease agreement and is not intended to contractually bind either Party in any way, nor shall either Party be legally bound until a lease in form and content satisfactory to each Party and their respective counsel is fully executed. After execution of the lease, neither Party shall be entitled to rely upon this MOU nor any promises (whether oral or written) that may have been made or that may be made in the future, in connection with the negotiations pertaining to the Port, JAG Proposal, or the lease.

### D. Relationship of the Parties:

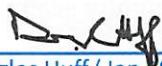
The provisions of this MOU are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, agency, or any other similar relationship between the parties.

## VIII. SIGNATURES

### CITY AND BOROUGH OF WRANGELL

By:   
**Name:** Mason F. Villarma  
**Title:** Borough Manager  
**Date:** 1/28/2026

### JAG MARINE GROUP, LLC

By:   
**Name:** Doug Huff  
**Title:** President  
**Date:** 01/28/2026

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> February 10, 2026
	<u>Agenda Section</u> <b>13</b>

Approval of a Professional Services Agreement with the Pearson Group

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Mason Villarma, Borough Manager	<b>Expenditure Required:</b> \$550,000 Total
	Fiscal Year (FY): 2026   Amount: \$550,000
	<b>Amount Budgeted:</b>
	FY: \$ 550,000
	<b>Account Number(s):</b>
	53000 000 7519 00 00000
	<b>Account Name(s):</b>
	Professional Services -MPDF
	<b>Unencumbered Balance(s) (prior to expenditure):</b>
	\$550,000

ATTACHMENTS: 1. Pearson Proposal (Will be uploaded to packet once received; copies available at meeting.)

### **RECOMMENDATION MOTION:**

Move to Approve a professional services agreement with the Pearson Group.

### **SUMMARY STATEMENT:**

The Borough is jointly funding professional services with JAG to engage the Pearson Group to develop preliminary cost estimates and a 30% design for a proposed shipyard at the Borough's deepwater port. This work is a direct implementation of the goals and intent outlined in the recently executed Memorandum of Understanding between the Borough and JAG, which established a framework for collaboration on the evaluation, planning, and potential development of a modern shipyard facility in Wrangell.

The MOU reflects a shared objective between the Borough and JAG to pursue strategic, phased planning that positions Wrangell as a viable and competitive maritime and industrial hub, capable of supporting both private-sector commercial activity and public-sector maritime and defense missions. Advancing a professional, third-party design and cost analysis is a critical next step in translating that shared vision into actionable infrastructure planning.

The Pearson Group's work will provide the Borough with an industry-recognized, technically credible foundation to evaluate the feasibility, scale, and phasing of a state-of-the-art shipyard at the deepwater port. Specifically, the 30% design and cost estimates will allow the Borough and its partners to better define site requirements, infrastructure needs, and capital investment thresholds, while also informing future funding strategies and decision-making by the Assembly, State and Federal agencies.

Importantly, this level of design maturity is necessary to place the Borough in the strongest possible position to compete as a prospective homeport location for an Arctic Security Cutter (ASC). Federal agencies and funding partners increasingly require preliminary engineering, site planning, and defensible cost information before advancing serious discussions related to homeporting decisions, shipyard investments, or supporting infrastructure. The Pearson scope is intended to ensure Wrangell can engage in those conversations with credible data, clear planning assumptions, and a demonstrated commitment to readiness.

Beyond the ASC opportunity, the proposed design work supports the broader goal of securing State and Federal investment for the development of a modern shipyard capable of serving Alaska's commercial maritime fleet, national defense and homeland security missions, and other public-sector maritime needs. A professionally developed conceptual design strengthens the Borough's ability to pursue grant funding, legislative appropriations, and public-private partnerships by clearly articulating the project's scope, benefits, and regional significance.

The Pearson Group proposal will be uploaded to the Assembly packet upon receipt, and hard copies will be provided at the meeting for review. Funding for this effort was authorized through a budget amendment approved by the Assembly at its January 27 regular meeting, reflecting

the Assembly's support for advancing due diligence and strategic planning related to shipyard development at the Borough's deepwater port.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> February 10, 2026
	<u>Agenda Section</u> <b>13</b>

Approval of a Contract Award to PND Engineers for the Deep Water Port Development, PIDP Planning Project

<u>SUBMITTED BY:</u>	<u>FISCAL NOTE:</u>
Amber Al-Haddad, Capital Projects Director	<b>Expenditure Required:</b> \$56,000
	Fiscal Year (FY): 26      Amount: \$56,000
	<b>Amount Budgeted:</b>
	FY:2026      \$0
<u>Reviews/Approvals/Recommendations</u>	<b>Account Number(s):</b>
<input type="checkbox"/> Commission, Board or Committee	74300 420 9999 48 74013
Name(s)	<b>Account Name(s):</b>
Name(s)	Deep Water Port Development, PIDP Planning Project CIP Fund
<input type="checkbox"/> Attorney	<b>Unencumbered Balance(s) (prior to expenditure):</b>
<input type="checkbox"/> Insurance	\$0

ATTACHMENTS: 1. PND Engineers Fee Proposal dated January 14, 2026

### **RECOMMENDATION MOTION:**

Move to Approve a Contract Award to PND Engineers for the Deep Water Port Development, PIDP Planning Project.

## **SUMMARY STATEMENT:**

The City and Borough of Wrangell received PIDP funding to support the development phase of the Deep Water Port Development site located at 6-Mile Zimovia Highway. This is the site of the former Silver Bay Logging facility that was initially developed nearly six decades ago as a timber sawmill. Approximately twenty years ago, the mill closed, rendering the property idle and non-contributing to the economic growth of the community. In June 2022, the Borough acquired the 40-acre deep water port property with the aim of transforming it into a safer, larger and more efficient freight barge facility, while also promoting future economic opportunities for the community.

The Deep Water Port Development site is a critical and essential project to the community to provide transportation improvements, marine industry growth potential, new economic growth, and economic sustainability for the community. The Borough aims to initiate site improvements through the PIDP planning project for development phase activities to plan for reutilization of this site and prepare it for planned economic opportunities.

Engineering services were competitively solicited to assist the City and Borough of Wrangell with development-phase planning for the Deep Water Port Development project, funded by the Port Infrastructure Development Program (PIDP). This scope includes property surveying, identifying permitting requirements, and providing a preliminary engineering assessment of the bulkhead, along with off-site and on-site utility design. One proposal was received, from PND Engineers, and staff developed the scope of work based on the grant-funded project scope of work and split into separate tasks for contract negotiations for the various tasks.

Based on time constraints to secure a place in the backlog of the PND survey crew schedule, we acquired a fee proposal from PND to perform the survey work as a Task 1 – Property Survey. Subsequent tasks will be negotiated as the survey work is developed and will be added to the contract under future amendment(s).

For Task 1 – Property Survey, staff recommend the Assembly approve the contract with PND Engineers, Inc. in the amount of \$56,000 to perform survey necessary to develop subdivision level survey data, including that for developing roads and utilities for the property and for survey associated with the uplands to tidelands to be identified for future facilities to accommodate the movement of freight and goods. Funds for the project are provided in full from the Port Infrastructure Development Program (PIDP). There is no match required for this grant program.



ENGINEERS, INC.

January 14, 2026

PND 26J001

Amber Al-Haddad  
 Capital Projects Director  
 City and Borough of Wrangell  
 PO Box 531  
 Wrangell, AK 99929

**SUBJECT:** Wrangell Deep Water Port Development - Priority 2 PIDP Planning  
 Task 1 Property Survey Proposal

Dear Amber,

PND Engineers, Inc. (PND) appreciates the opportunity to provide surveying services to the City and Borough of Wrangell (CBW) on the Wrangell Deep Water Port Development project. The scope of surveying services included under this proposal was developed to fit within CBW's predetermined budget as outlined under Component 1 Property Survey of the PIDP Planning Grant. The other PIDP planning tasks identified within that grant shall be provided under a separate proposal.

A summary of the surveying services provided and not provided under this proposal is described in the attached scope and fee proposal spreadsheet. PND proposes to perform Task 1 Property Survey on a Fixed Fee (FF) basis for \$56,000. The field work will be performed when snow and ice conditions are clear at the site and when the ground is unfrozen to allow recovery of survey control monuments. The field work, research and base map can be completed within 8 weeks of commencing field activities

PND appreciates the opportunity to assist CBW with this work. Feel free to call me at any time if you have any questions or desire any changes to the proposed scope of services to better serve your needs. Should you find this proposal acceptable, please forward an amendment for signature. We look forward to working with you on this important task.

Sincerely,

PND Engineers, Inc. | Juneau Office

Dick Somerville, P.E.  
 Vice President

Sean Sjostedt, P.E.  
 Principal Engineer



PND Engineers, Inc.  
 City and Borough of Wrangell  
 6 Mile Deepwater Port-Upland Survey  
 Engineering Services Fee Proposal  
 January 14, 2026

1		Senior Engineer VI	Senior Engineer II	Staff Engineer VI	Staff Engineer III	Env. Scientist III	Senior Surveyor III	Senior Surveyor I	Survey Tech. III	Technician VI	CAD Designer VI	Line Total	Task Subtotal Costs
Subtask	Description of Services	\$255.00	\$183.00	\$177.00	\$144.00	\$161.00	\$175.00	\$159.00	\$128.00	\$174.00	\$151.00		
<b>Survey</b>													
1.1	Project Management: Team Management, correspondence, scheduling, budget controls, invoicing, reports, contract management, clerical.	2											\$510
1.2	Prep - Title research, locates, background., coordination, computations								4				\$636
1.3	Mob/Demob					16		16					\$4,848
1.4	ROW Corridor- Conventional Survey					24		12					\$5,736
1.5	LiDAR Control & Supplemental Survey					8		12					\$2,936
1.6	LiDAR Flights					2		10					\$1,630
1.7	Boundary Retracement					20		20					\$6,060
1.8	Compile and Reduce Data					12		12					\$3,636
1.9	LiDAR Processing							40					\$5,120
1.10	Preliminary Basemap					4	24	4					\$5,028
1.11	QA/QC	2				2	2						\$1,178
1.12	Final Basemap						8						\$1,272
1.13	Platting Concepts and Layout					8	32						\$6,488
1.14	Code Review, Title Research, Client Coordination	8				8							\$3,440
1.15													\$0
<b>Total Estimated Man-hours</b>		12	0	0	0	0	104	70	126	0	0		
<b>Estimated Third Party Expenses</b>		<b>Description</b>							<b>Quantity</b>	<b>Unit Cost</b>	<b>Line Total</b>		
<b>Field Expenses</b>													
Misc.	Misc Expenses								1	\$150	\$150		
PND Travel	Air fare/Air Cargo								2	\$950	\$1,900		
PND Travel	Lodging, per night								10	\$160	\$1,600		
PND Travel	Vehicle Rental								7	\$135	\$945		
PND Travel	Per Diem, Days								14	\$118	\$1,652		
Platting Fee	Title Report								1	\$500	\$500		
Administrative Fee	Expenses Markup								1	10%	\$675		
<b>Notes:</b>													
Scope provided for here includes full boundary retracement and determination of existing boundaries, as well as full design grade topography and basemapping. It also includes time for client coordination, title research, code review for subdivision requirements, preparing platting concepts and drafts of various options for discussion and meetings. NOT provided for here; full plat administration, preliminary plat submittal and approval, final plat approval and submittal, establishing new property corners in the field, recordation of final Mylar with the State of Alaska Recorders Office, or removal of existing property corners already in the field.													
<b>Survey Total</b>													\$55,939.70
\$0.00													

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

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

## **Executive Session: Discussion of Strategic Land Exchange Negotiations**

<u>SUBMITTED BY:</u>				
Mason Villarma, Borough Manager				
<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>ATTACHMENTS:</u> 1. None.				

## **RECOMMENDATION MOTION:**

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session and invite the Borough Manager into the session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically regarding the Discussion of Strategic Land Exchange Negotiations.

**SUMMARY STATEMENT:** None.