



City and Borough of Wrangell
Borough Assembly Meeting
AGENDA



NIXLE Registration

Tuesday, January 23, 2024
6:00 PM

Location: Borough Assembly Chambers

1. CALL TO ORDER

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

2. CEREMONIAL MATTERS

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

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

- [a.](#) Minutes from the January 9, 2024 Regular Assembly Meeting
- [b.](#) CORRESPONDENCE - 2023 Wrangell Police Dept. Statistics
- [c.](#) CORRESPONDENCE: Minutes from the November 20, 2023 Regular School Board Meeting
- [d.](#) CORRESPONDENCE: Minutes from the November 20, 2023 Regular School Board Meeting

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report (verbal)

8. BOROUGH CLERK'S REPORT

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

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

11. PUBLIC HEARING

- [a.](#) Request for the sale/exchange of Borough-owned real property described as a portion of Parcel 7, A.S.L.S 84-83, zoned Commercial, adjacent to the Torgramsen-Glasner Subdivision, based on the requesting purchaser granting a utility easement acquisition on real property for the purpose of demonstrating Borough site control for the Water Treatment Plant Improvement project

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. RESOLUTION No. 01-24-1838 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DECLARING PARCELS 03-020-303 (FLORSCHUTZ) AND 03-020-204 (HELLER) HAZARDOUS
- b. Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock #1 from Alaska Ice Seafoods, Inc. dba Fathom Seafoods to Wind and Tide LLC, dba Peninsula Seafoods
- c. Approval to Create Wrangell Marine Service Center Lease Yard Lot 9, and assign to Patrick A. Ellis, dba Wrangell Boatshop LLC
- d. Approval to change the Board of Equalization Meeting date from May 6, 2024, to May 13, 2024
- e. Approval to send Harbor Accounts Receivable Delinquent Accounts to Collections
- f. Approval to send Utility Accounts Receivable Delinquent Accounts to Collections

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

15. EXECUTIVE SESSION

16. ADJOURNMENT

**Minutes of Regular Assembly Meeting
Held on January 09, 2024**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., January 9, 2024, in the Borough Assembly Chambers. Assembly Member Robbins led the pledge of allegiance.

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

ABSENT – MORRISON

Interim Borough Manager Villarma and Clerk Lane were also present.

CEREMONIAL MATTERS

Representative Dan Ortiz provided a report on Legislative Matters.

Gilbert acknowledged the Law Enforcement officers for their hard work and dedication to the community.

PERSONS TO BE HEARD

Tommy Wells, Chamber of Commerce Director introduced himself.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

6a Minutes from the December 12, 2023, Regular Assembly Meeting

6b RESOLUTION No. 01-24-1834 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, SUPPORTING THE EFFORTS TO IMPROVE COMPETITIVENESS AND RESILIENCE OF THE ALASKA SEAFOOD INDUSTRY

6c RESOLUTION No. 01-24-1835 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE GENERAL FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$1000 FROM THE JUNEAU COMMUNITY FOUNDATION AND AUTHORIZING ITS EXPENDITURE FOR LIBRARY BOOKS

6d CORRESPONDENCE - School Board Minutes from the October 9, 2023 Regular Meeting

6e CORRESPONDENCE - School Board Minutes from the December 18, 2023 Regular Meeting

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

BOROUGH MANAGER'S REPORT

Economic Development Director Thomas provided an economic update.

Interim Borough Manager Villarma provided his Borough Manager's Report and discussed also provided a brief update on infrastructure projects.

The Utility and Harbor Accounts Receivable Aging Schedule was also provided.

BOROUGH CLERK'S REPORT

Clerk Lane provided her report.

MAYOR AND ASSEMBLY BUSINESS

Borough Manager Goal Setting – 2024

The Assembly expressed the following goals for the Borough Manager:

BUSINESS ACTIVITIES

- Successful CBA with the Union
- Base FY 25 budget on the current mill rate
- Schedule reviews of all contracts 6-months before expiration
- Frequently visit with all departments and engage with employees
- Schedule regular meetings with assembly members
- Emergency Operation Plan
- Hazard Mitigation Plan
- Promote NIXLE
- Establish and maintain community partnerships
- Monitor AR accounts (90-day alert)
- Continue to collaborate with other agencies (MOU with Forest Service)

MAINTENANCE

- Complete regular and scheduled maintenance
- Develop inventory list \$5,000 and above
- Develop inventory location list
- Regularly maintain inventory
- Create a depreciation chart
- Maintain adequate inventory of replacement parts
- Maintain roads / sidewalks
- Install three MG transformers
- Maintain diesel generators

ECONOMIC DEVELOPMENT

- Continue with development of Alder Top Village
- 6-mile mill site
- Old hospital site
- Community addressing
- Secure entitlement lands
- Promote and control tourism and the flow of passengers
- Promote
 - local businesses
 - fishing
 - mariculture
 - logging
 - “pristine” Stikine River
- MOU’s with Forest Service and WCA

- Waterfront Master Plan
- Comprehensive Plan
- Engage frequently with
 - federal lobbyist
 - state lobbyist
 - legislators
- Hire grant writers for projects

PROJECTS

- Amy Corps of Permits – Harbor filling
- Dam rehab and bypass
- Water Treatment Plant
- Public Safety Building
- Disposal of old hospital
- Pool siding
- Alder Top Village lots
- Harbor Security Systems
- HH Anodes project
- Underground storage tanks at high school and PSB
- High school elevator
- Mt. Dewey trail extension
- Nolan standby generator
- Airport standby generator
- Fire Department generator fuel tank
- City Park pavilion fireplace
- Shoemaker Park pavilion fireplace
- Transfer station
- 3MW transformers
- Powerplant Rehab
- Meyers Chugach rehab
- AMI installation
- Rehab the three stairways in town
- Senior Center foundation
- Inter harbor rehab
- School repairs (Summer 2024)
- Emergency access road
- Petroglyph beach
- Update Playgrounds
- Remove tire heap at transfer station
- Barge ramp issue
- Efficiency within departments and buildings

MAYOR AND ASSEMBLY APPOINTMENTS

Boards & Commissions Vacancy Appointment

With the consent of the Assembly, Gilbert appointed Gary Watkins to fill the vacancy on the Planning & Zoning Commission until October 2026.

PUBLIC HEARING

11a RESOLUTION No 01-24-1833 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AMENDED FEES AND RATES IN THE HARBOR DEPARTMENT SPECIFICALLY CRUISE SHIP LIGHTERING AND SECURITY RATES

Gilbert called the Public Hearing to order and asked for an administrative report.

Villarma stated that the Port Commission reviewed and approved the flat rate amount for the security fee and adjusted the fee for lightering; also stated that a Public Hearing is required by code whenever the request to amend the borough-wide fee and rate schedule is made.

Gilbert asked if there was anyone who wanted to speak on this item.

Hearing none, Gilbert closed the Public Hearing and asked for a motion.

M/S: Powell/Robbins to approve Resolution No. 01-24-1833.

Dalrymple stated that he disagreed with the statement that fees should take precedence; need to stay competitive; most mobile industry we have; also what are other communities charging for this.

Motion approved by polled vote.

11b ORDINANCE No 1048 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 10.15 – TRESPASS ON BOROUGH PROPERTY TO TITLE 10 – PUBLIC PEACE, MORALS, AND WELFARE, TO THE WRANGELL MUNICIPAL CODE

Gilbert called the Public Hearing to order and asked for an administrative report.

Villarma stated that this Ordinance was necessary to ensure trespassing on borough property was stated in our municipal code.

Gilbert asked if there was anyone who wanted to speak on this item.

Hearing none, Gilbert closed the Public Hearing and asked for a motion.

M/S: Powell/Ottesen to approve Ordinance No. 1048. Motion approved by polled vote.

11c ORDINANCE No 1049 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE

Gilbert called the Public Hearing to order and asked for an administrative report.

Villarma stated that this Ordinance was necessary to list the fines associated with violating the provisions of Ordinance 1048 in our fine schedule.

Gilbert asked if there was anyone who wanted to speak on this item.

Hearing none, Gilbert closed the Public Hearing and asked for a motion.

M/S: Powell/Robbins to approve Ordinance No. 1049. Motion approved by polled vote.

UNFINISHED BUSINESS - None.

NEW BUSINESS

13a RESOLUTION No. 01-24-1836 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2024 BUDGET IN THE FIRE DEPARTMENT UNDER THE GENERAL FUND BY INCREASING AUTHORIZED EXPENDITURES TO THE NON-CAPITAL EQUIPMENT LINE ITEM IN THE AMOUNT \$42,190 FOR PURCHASING EMERGENCY SERVICES RADIOS AND EQUIPMENT

M/S: Powell/Robbins to approve Resolution No. 01-24-1836.

This request was at the request of the Assembly from the last work session; during the 11-mile landslide, we noted deficiencies in our current communications.

Chief Bunes explained what the quote entailed and what would be upgraded; would be set up so that all radios were compatible; some fire department fire radios have recording capabilities as well.

In response to Dalrymple on sole-source, Bunes stated that this was not a sole-source but was purchased using a national-wide bidding process.

Motion approved by polled vote.

13b Approve a Professional Services Agreement with PND Engineers for Engineering Services for the Wrangell Harbor Basin Float System Replacement Project

M/S: Powell/Robbins to approve a Professional Services Agreement with PND Engineers for the Wrangell Harbor Basin Float System Replacement. Motion approved by polled vote.

13c RESOLUTION No. 01-24-1837 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2024 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM THE PORT AND HARBOR RESERVE ACCOUNT TO THE WRANGELL HARBOR BASIN FLOAT SYSTEM REPLACEMENT CAPITAL PROJECT ACCOUNT IN THE AMOUNT OF \$80,000 AND AUTHORIZING ITS EXPENDITURES

M/S: Powell/Robbins to approve Resolution No. 01-24-1837. Motion approved by polled vote.

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

EXECUTIVE SESSION - None.

Regular Assembly Meeting adjourned at 7:50 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

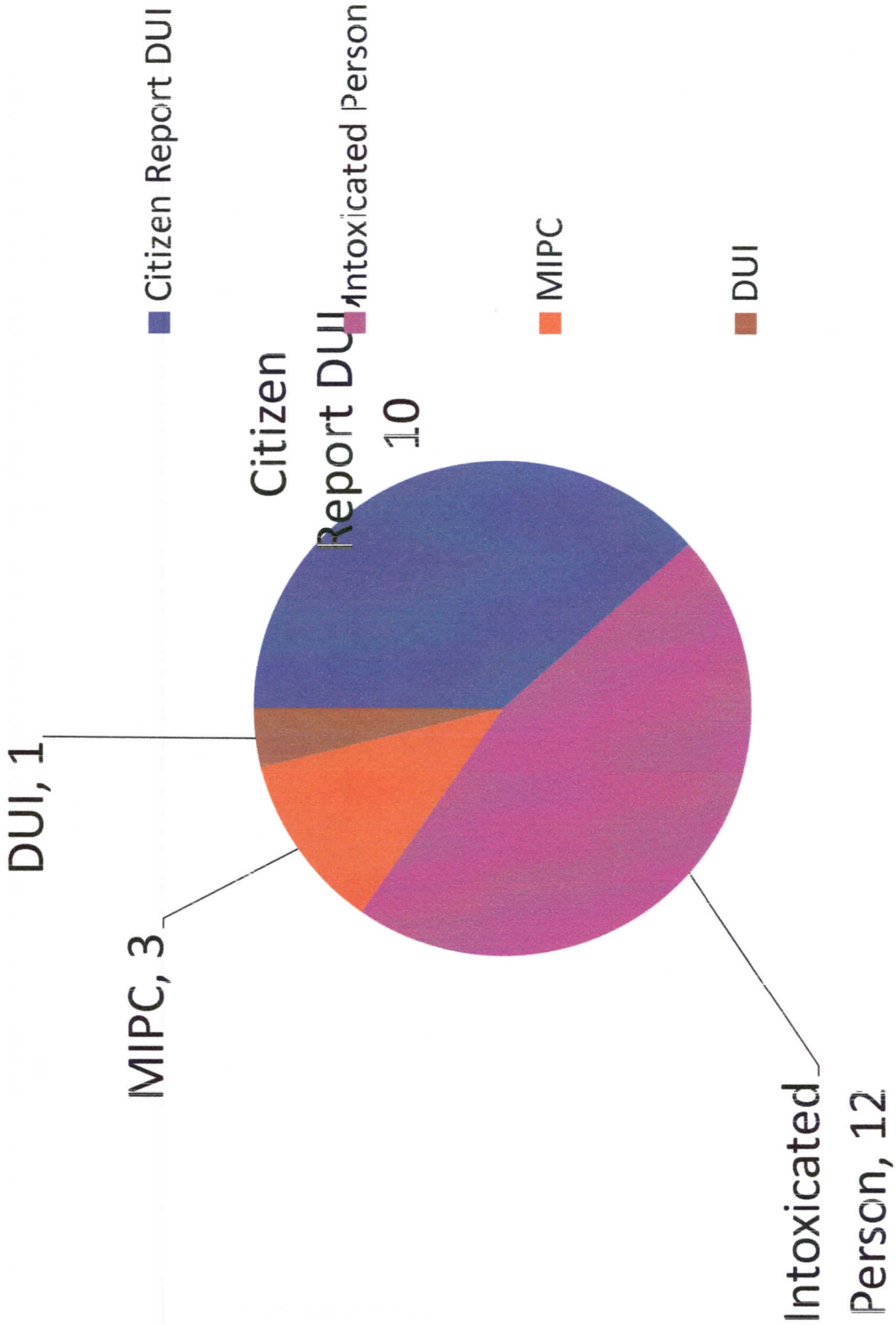


2023 Police Statistics

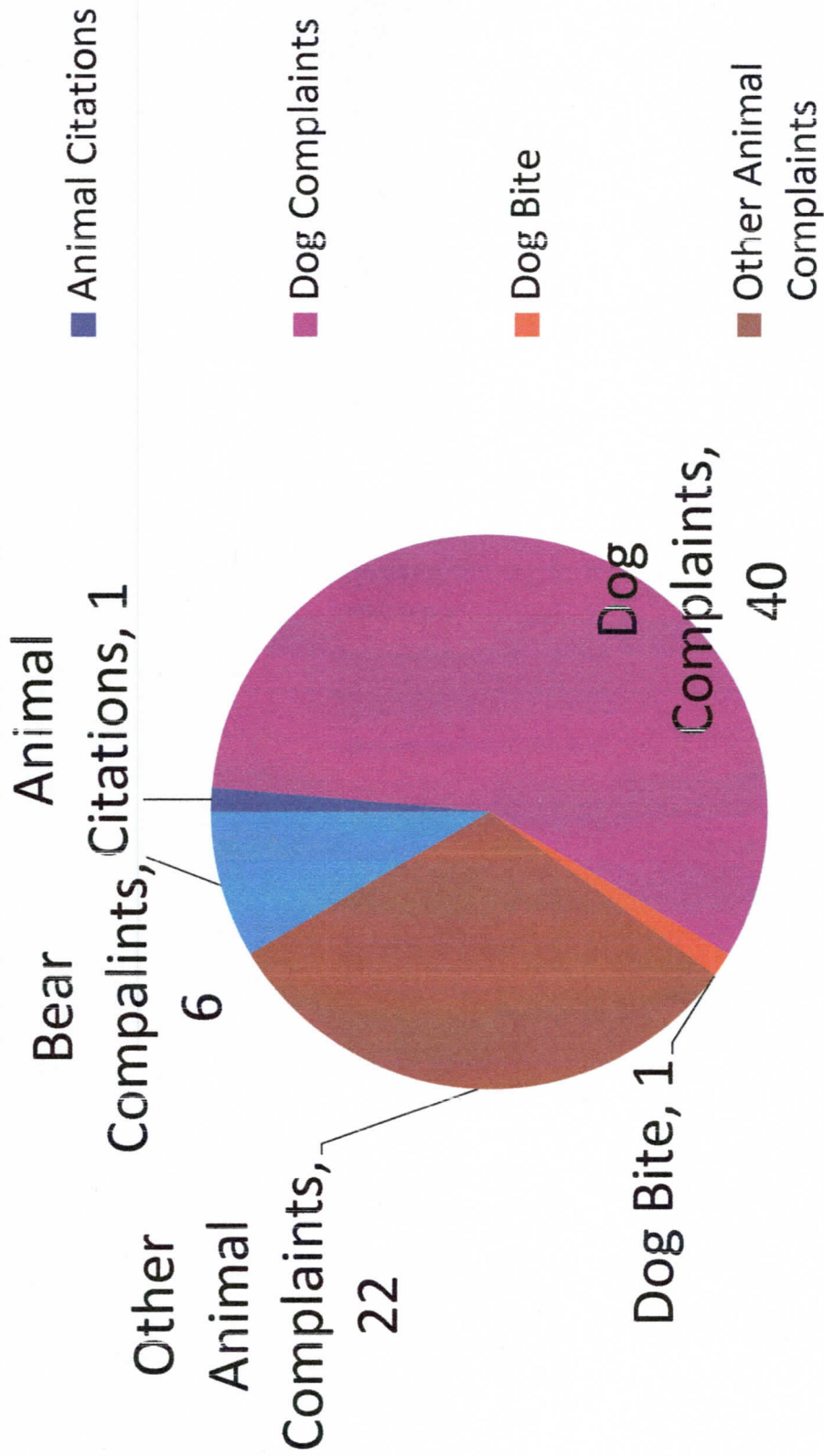
Year End 2023 Stats			
ALCOHOL OFFENSES		ANIMAL VIOLATIONS	
Citizen Report DWI	10	Animal Citations	1
DWI	1	Bear Complaints	6
Contributing to Delinquency of Minor		Bird Complaints	2
Furnishing Alcohol to Minor		Cat Complaints	
Intoxicated Person	12	Cruelty to Animals	1
Minor on Licensed Premises		Dog Complaints	40
MIPC	3	Dog Bites	1
Refuse Chemical Test		Other Animal Complaints	19
CRIMES AGAINST PERSON		CITY OFFENSES	
Assault non-family-strong-arm		Curfew Violation	2
Assault I		Fireworks Prohibited	8
Assault 2	1	Littering	1
Assault 3	4	Truancy	
Assault 4	11		
Assault with Weapon		MISCELLANEOUS OFFENSES	
Child In Need	1		
Indecent Exposure	1	Conditions of Release Violation	14
Misconduct Involving Weapons		DVO Violation	4
Sexual Abuse of Minor	1	MISC 3	1
Sexual Assault		MISC 4	
Sexual Harassment		MISC 6	1
Suicide Threat	3	Minor with Tobacco	
Stalking	2	Probation Revocation	
		Probation Violation	4
CRIMES AGAINST PROPERTY		Restraining Order Violation	
		SOR Violation	
Arson			
Attempted Theft	4	OFFENSES AGAINST PUBLIC ORDER	
Burglary	1		
Criminal Trespass	22	Discharge Firearms	1
Forgery		Disturbance	50
Fraud	12	Disorderly Conduct	4
Larceny from Business	1	Domestic Disturbance	19
Larceny from Others	18	Failure to Obey Police Officer	
Larceny from Residence	3	Fight	
Malicious Mischief	7	Harassment	12
Malicious Mischief Business	1	Interfering with Arrest	
Malicious Mischief Private Property	1	Interfering with Report of Crime	1
Theft of Services	1	Loitering	
Theft from Watercraft		Peeping Tom	
Vehicle Theft	2	Report of Gunshots	7
		Resisting Arrest	
		Soliciting	
		Vagrancy	

Year End 2023 Stats Page 2			
TRAFFIC OFFENSES			
Abandoned Vehicle	12	Funeral Escort	
Citation Equipment/Registration	38	Health & Safety	4
Citation License Violations	24	Illegal Entry	
Citation Parking	22	Inmate Booking	27
Citation Speeding	44	Inmate Incident	2
Complaint ATV	3	Juvenile Contacts	
Complaint Parking	32	Lost Property	7
Complaint Reckless Driving	13	Miscellaneous Paper Service	6
Complaint Speeding	3	Missing Person	3
Failure to Yield to Pedestrian		911 Wrong Number/No One There	96
Failure to Yield to School Bus	5	NFS Checks	
Hit & Run	4	Order to Show Cause	3
Traffic Accident/Fatal		Officer Injury	
Traffic Accident/Injury	1	Oversized Load Permit	
Traffic Accident/No Injury	27	Prisoner Transport	
Traffic Accident/Property Damage	1	Possible Fugitive	
Traffic Hazard	8	Probation Referral (juvenile)	
Unauthorized Use of Vehicle		Prowler Report	
Vehicle Impound		Reckless Endangerment	
Verbal Warning	147	Recovered Firearm	
		Runaway	1
MISCELLANOUS ENTRIES		Search Warrant	1
		Security Check	5
Agency Assist	428	SOR Registration	
Arrest Warrant (other Agency's)	1	Shoplifting	
Background Check		Subpoena Service	65
Bench Warrant (our Agency)	8	Summons Service	15
Brady Law		Suspicious Circumstance	30
Burglar Alarm		Stolen Property	
Citizen Assist	71	Title 47	3
Civil Matter	33	Unattended Death	7
Controlled Burn		Unsecured Premises	4
Courtesy Transport	12	Vacation Check	3
Dance Permit	1	Watercraft Accident	
Death Investigation	1	Welfare Check	36
Death Notification	2		
DMV Items Issued	93916.80	1828	UCR INFO
DVO Service	10		
Drug Information	3	Physical Arrests	22
Drug Interdiction		Theft \$ Amount	1000.00
86'd Letter	5	Vehicle Theft \$ Amount	
EDP	29		
Extra Patrol		JUVENILE INFO	
Fire	1	Arrests	
Found Property	96	Contacts	
		Crime	1
		Traffic Stops or Citations	

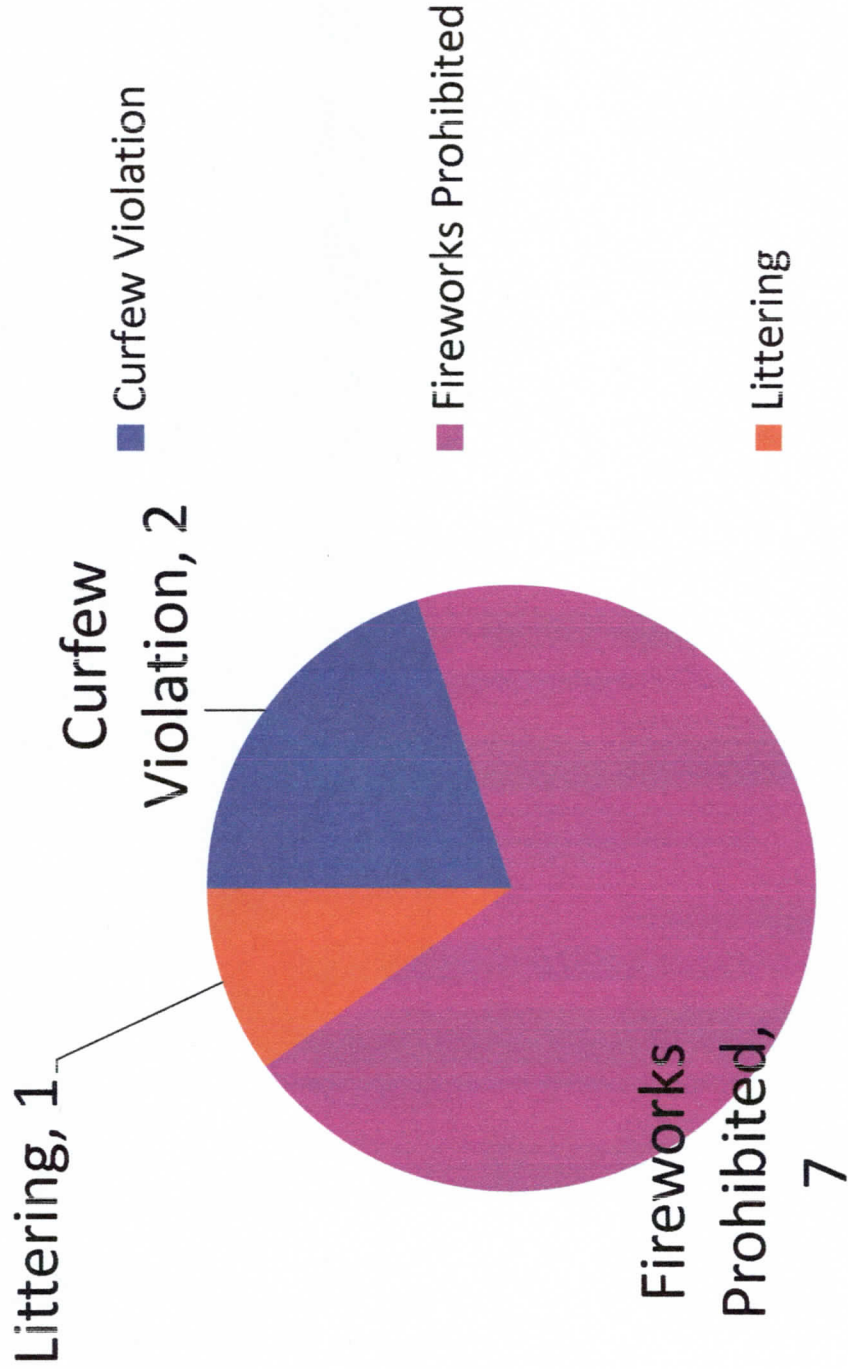
Alcohol Offenses 2023



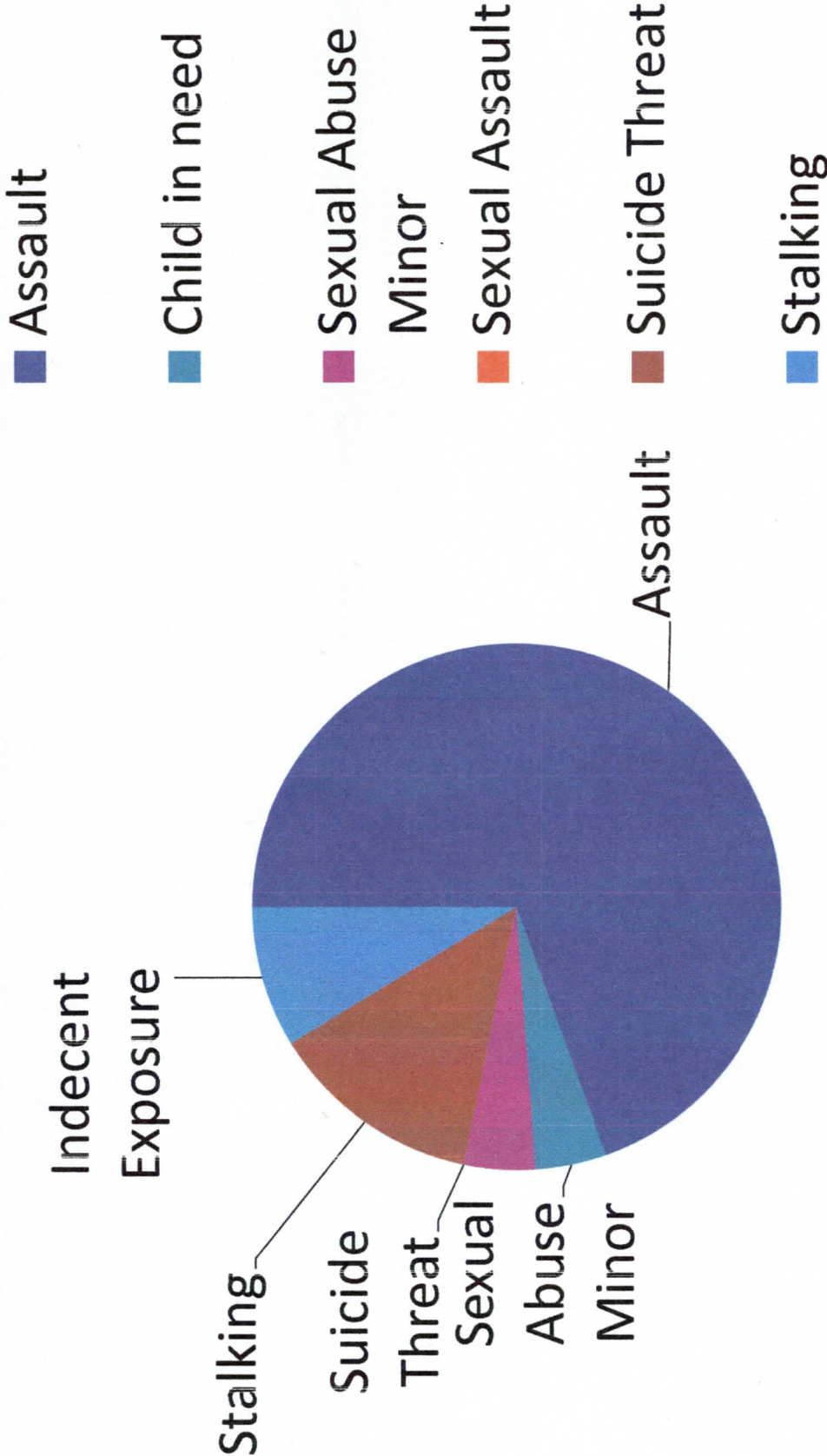
Animal Violations 2023



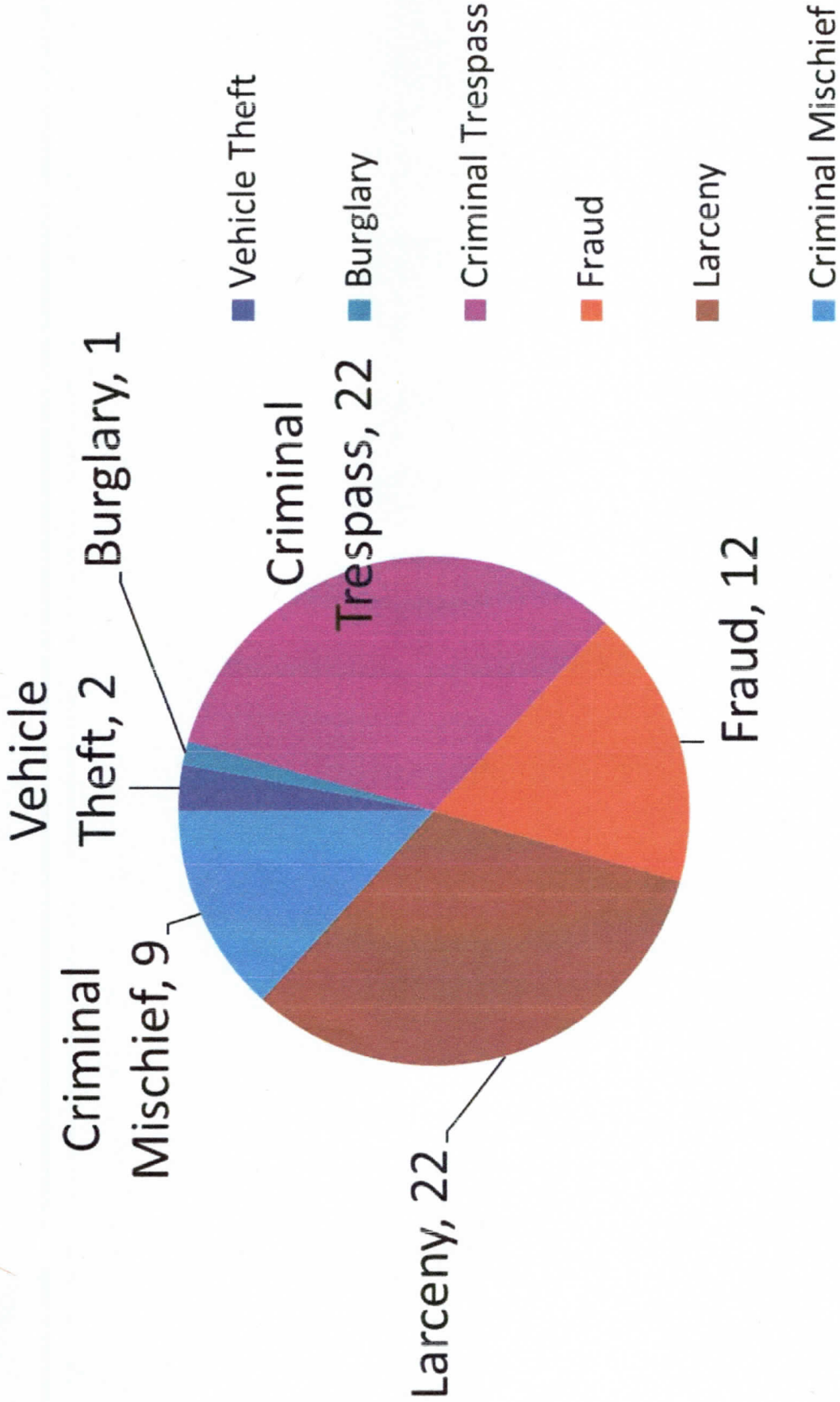
City Offenses 2023



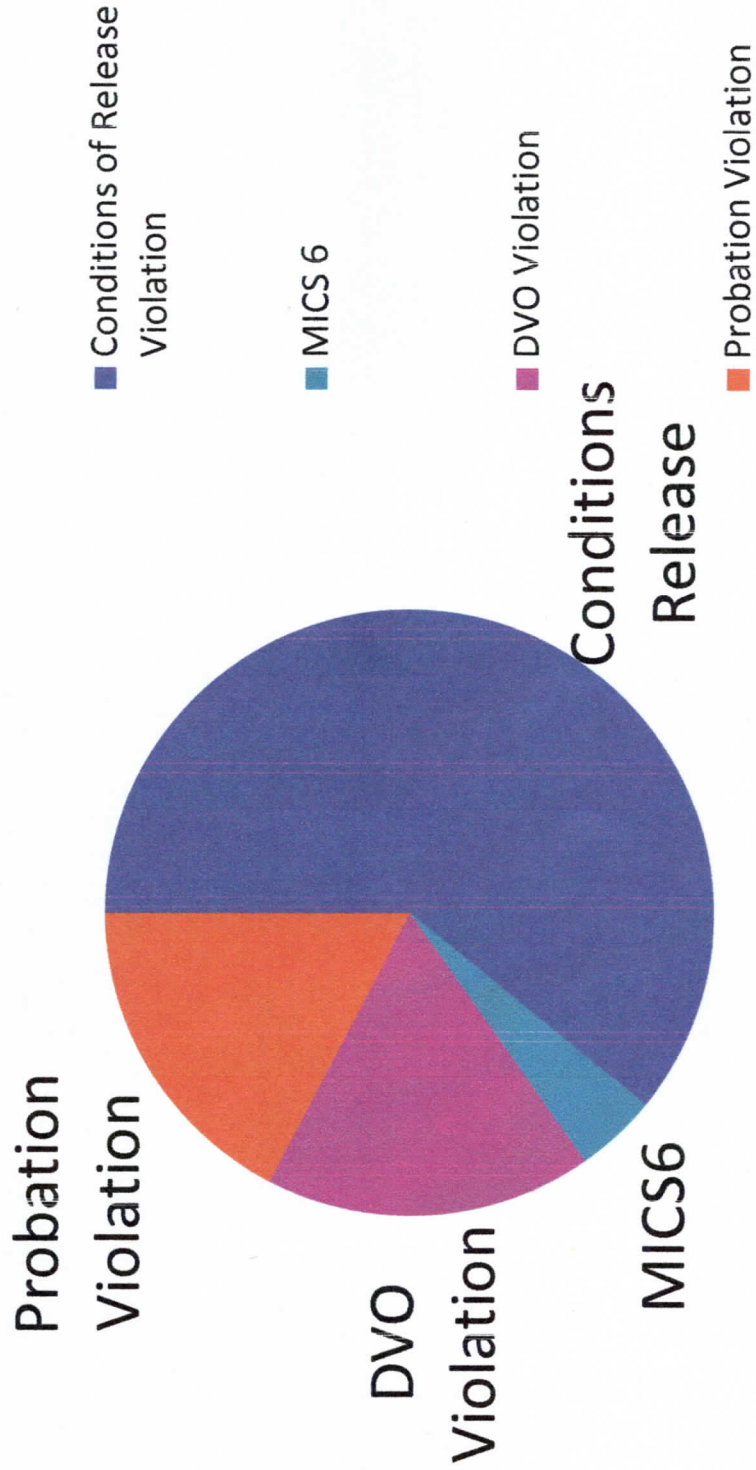
Crimes Against Person 2023



Crimes Against Property 2023

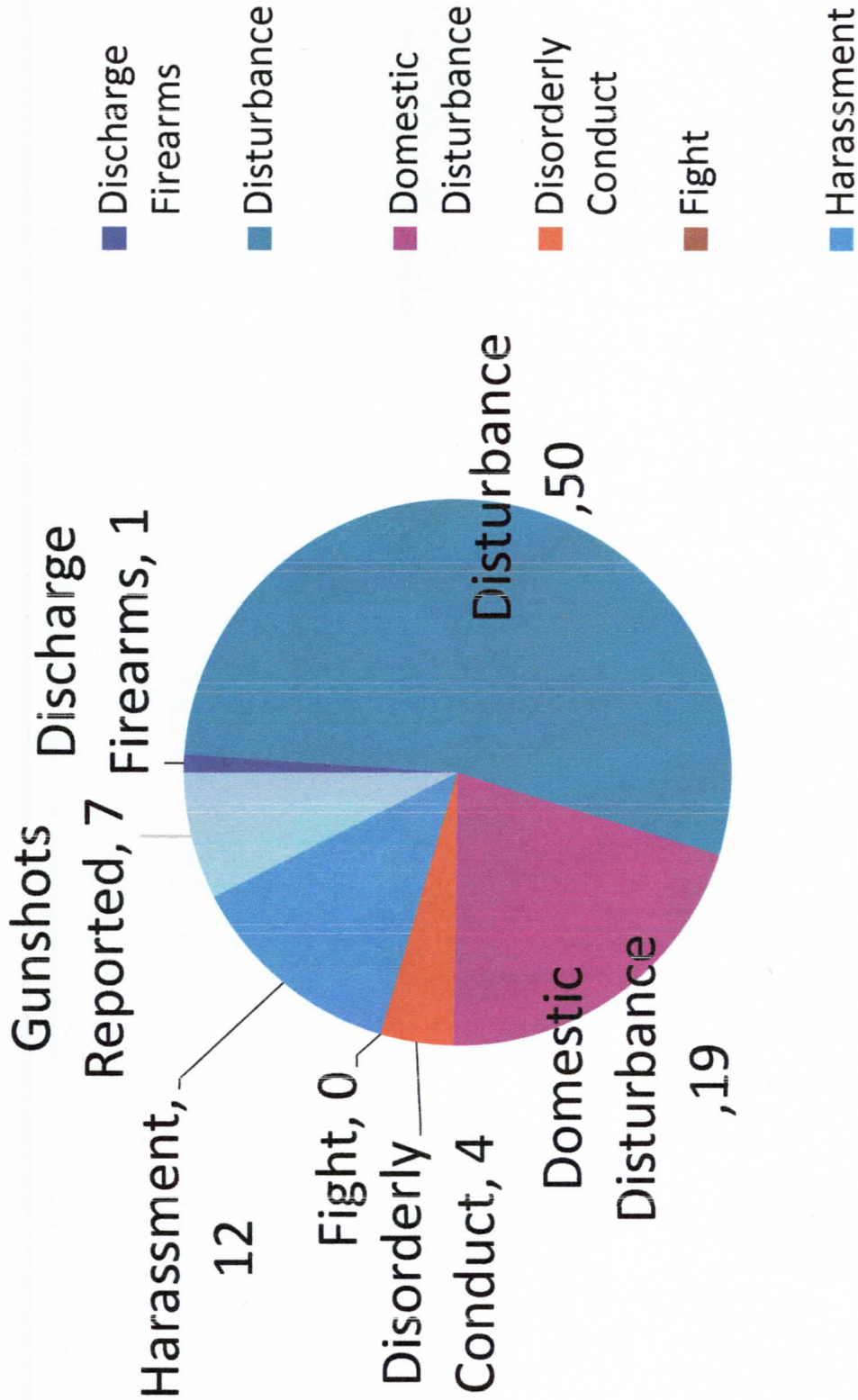


Miscellaneous Offenses 2023

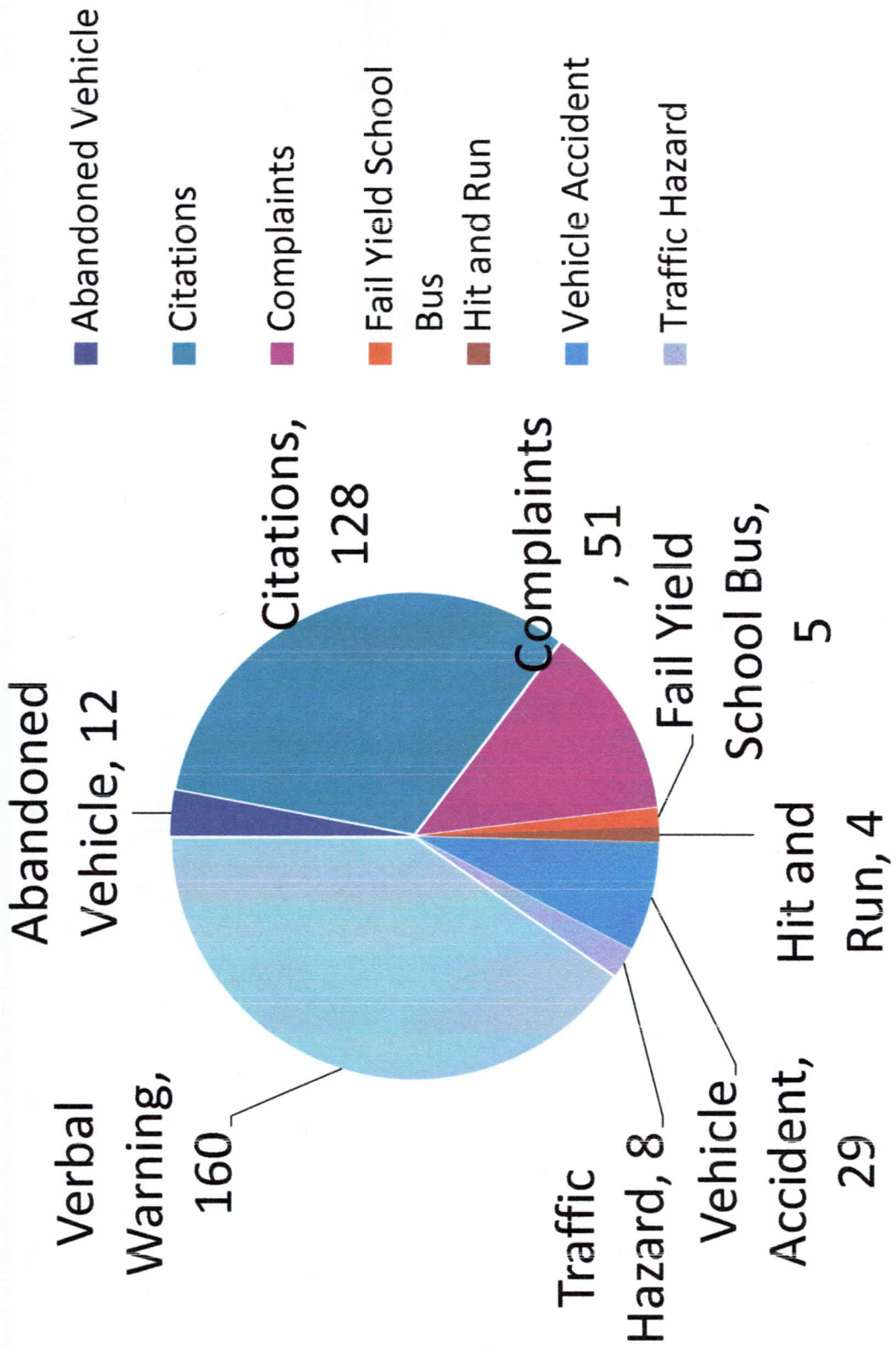


11/11/2020 10:00 AM

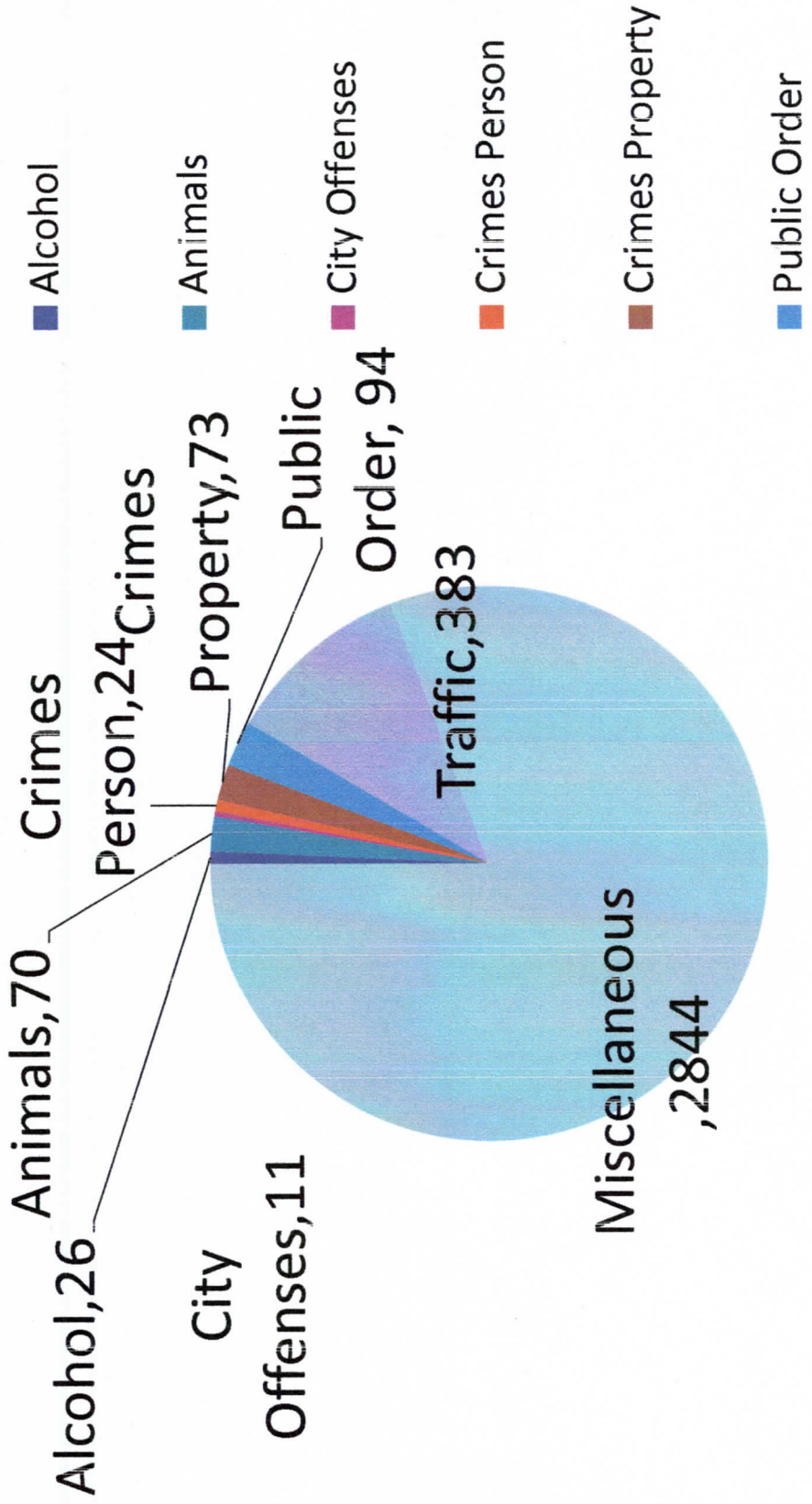
Offenses Against Public Order 2023



Traffic 2023

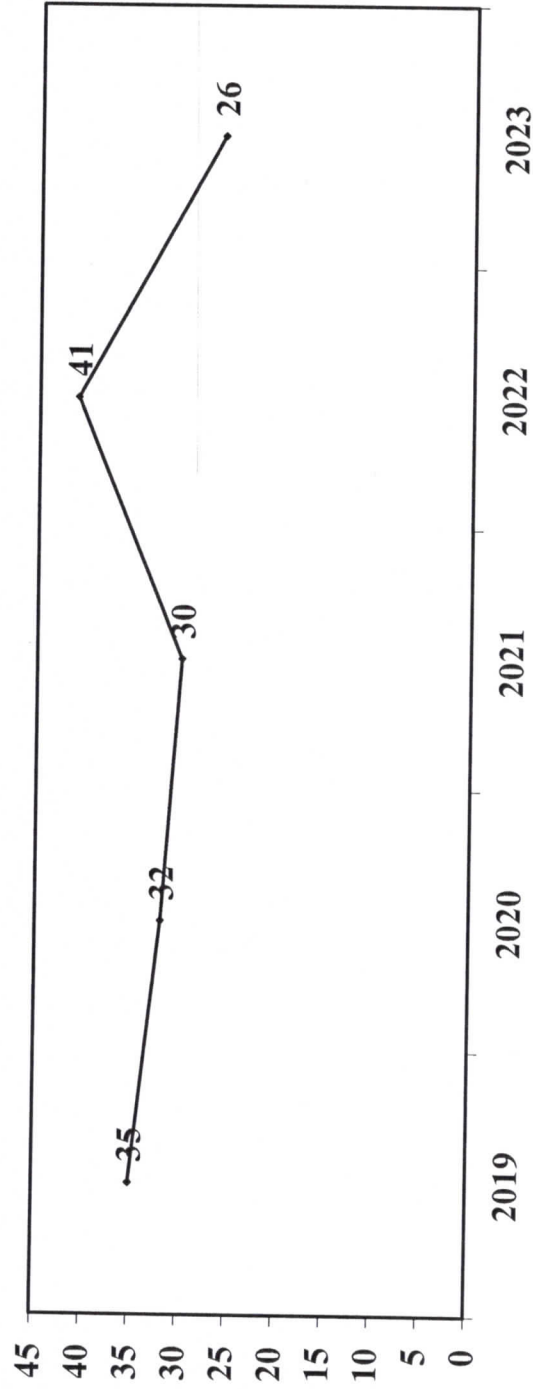


Total Activity 2023

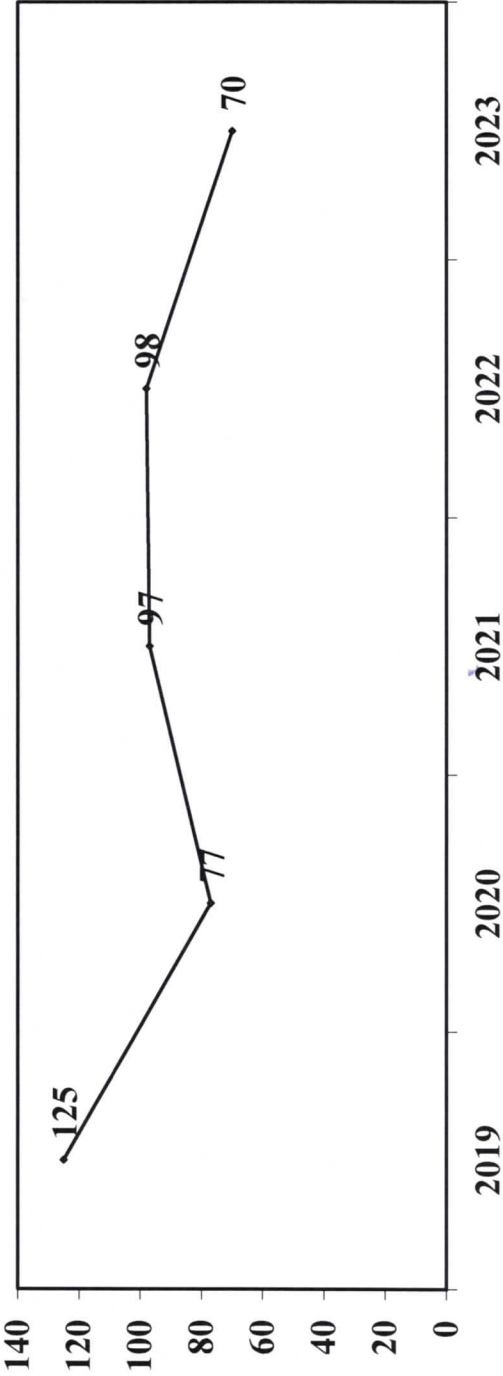


Five Year Comparison 2018-2022

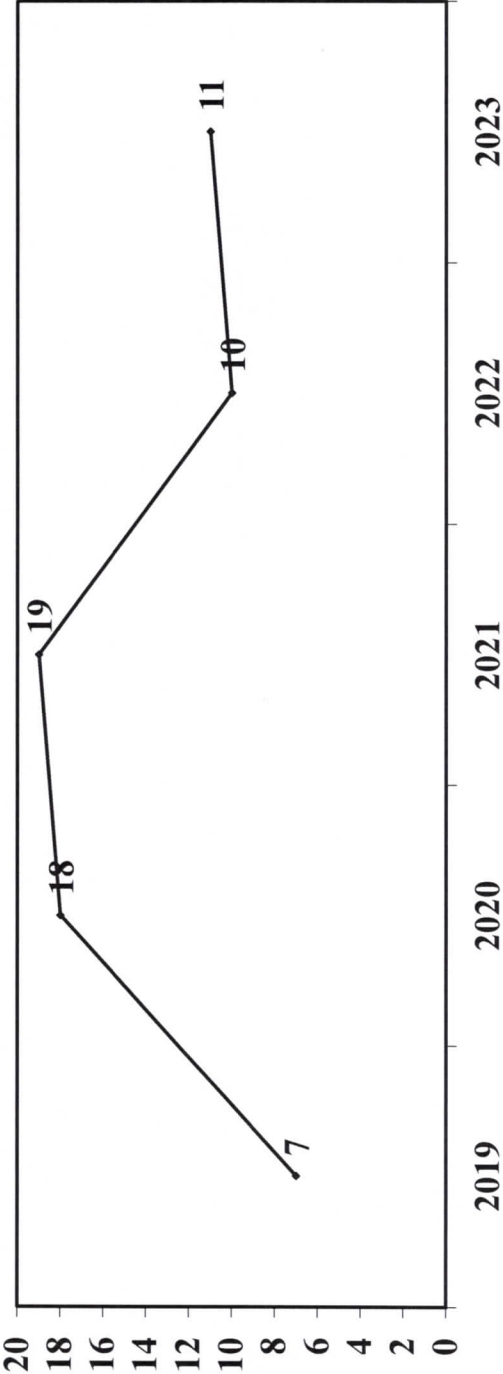
Alcohol Offenses



Five Year Comparison 2019-2023 Animals

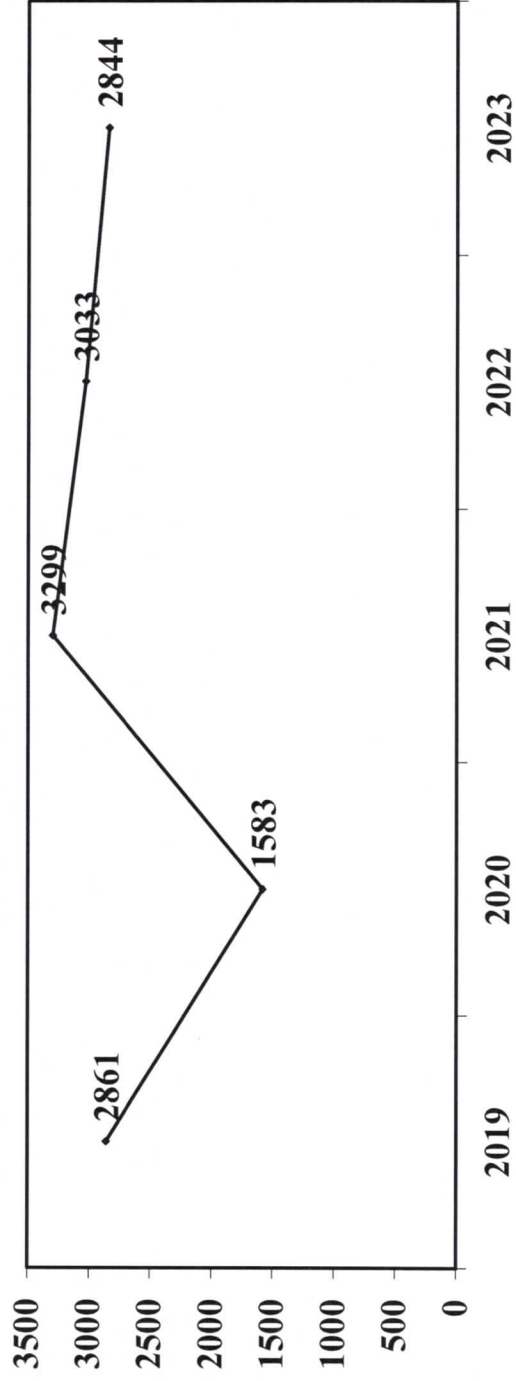


Five Year Comparison 2019-2023 City Violations

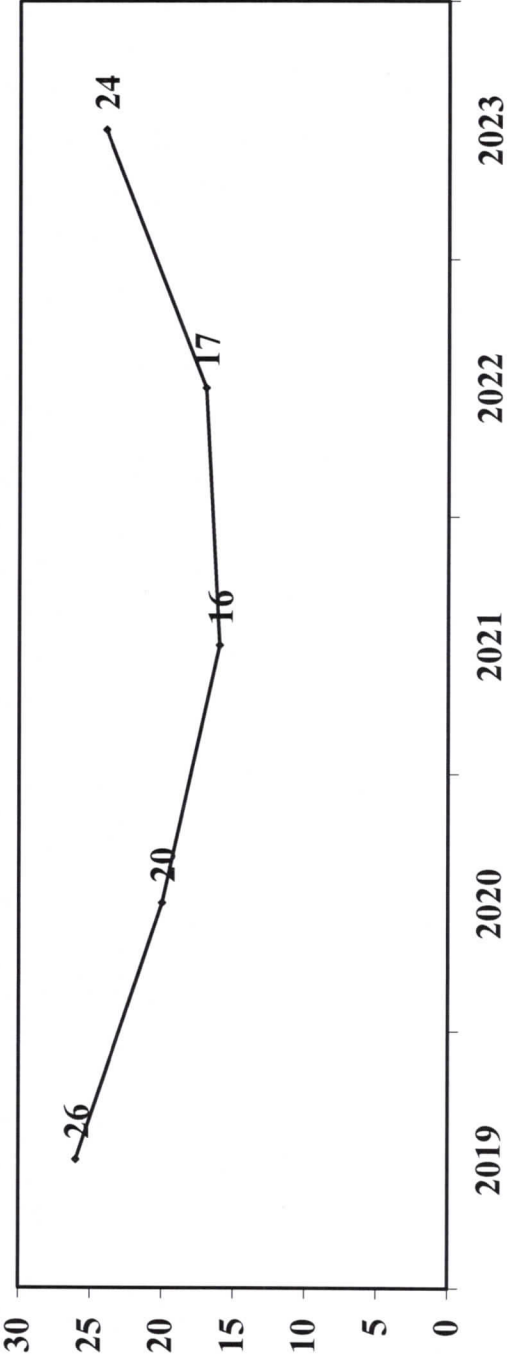


Five Year Comparison 2019-2023

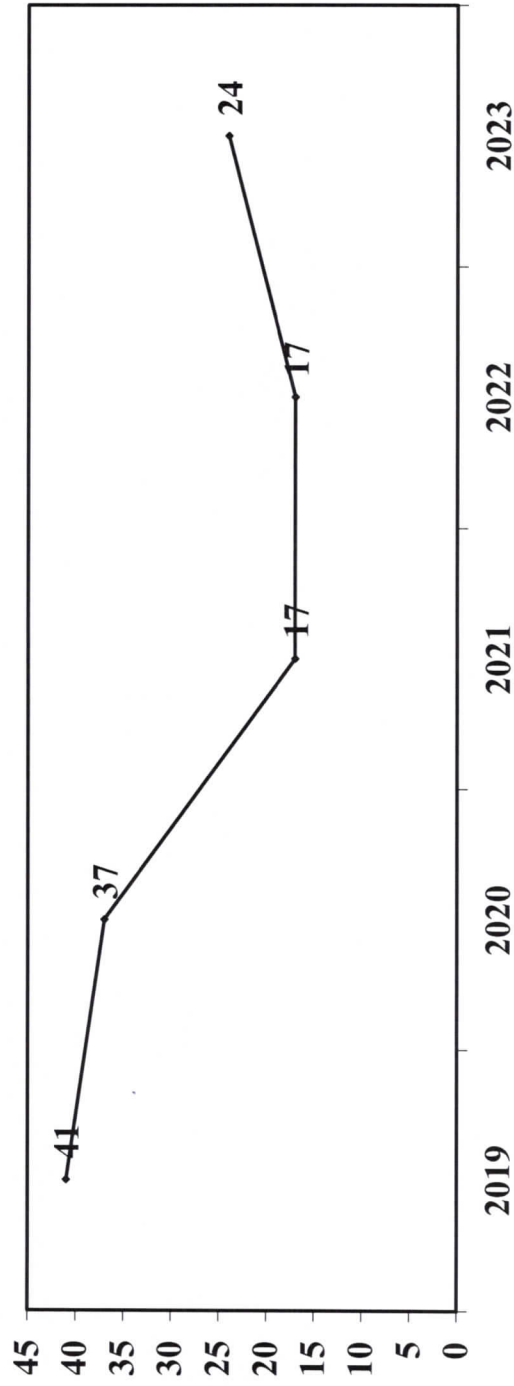
Miscellaneous Activity



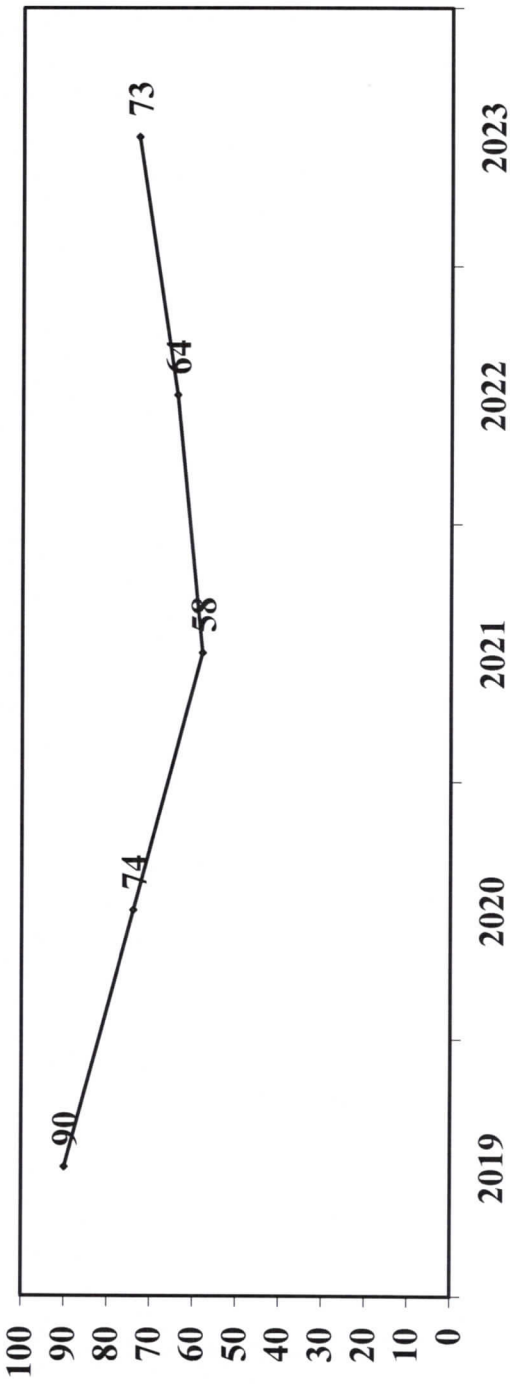
Five Year Comparison 2019-2023 Miscellaneous Offenses



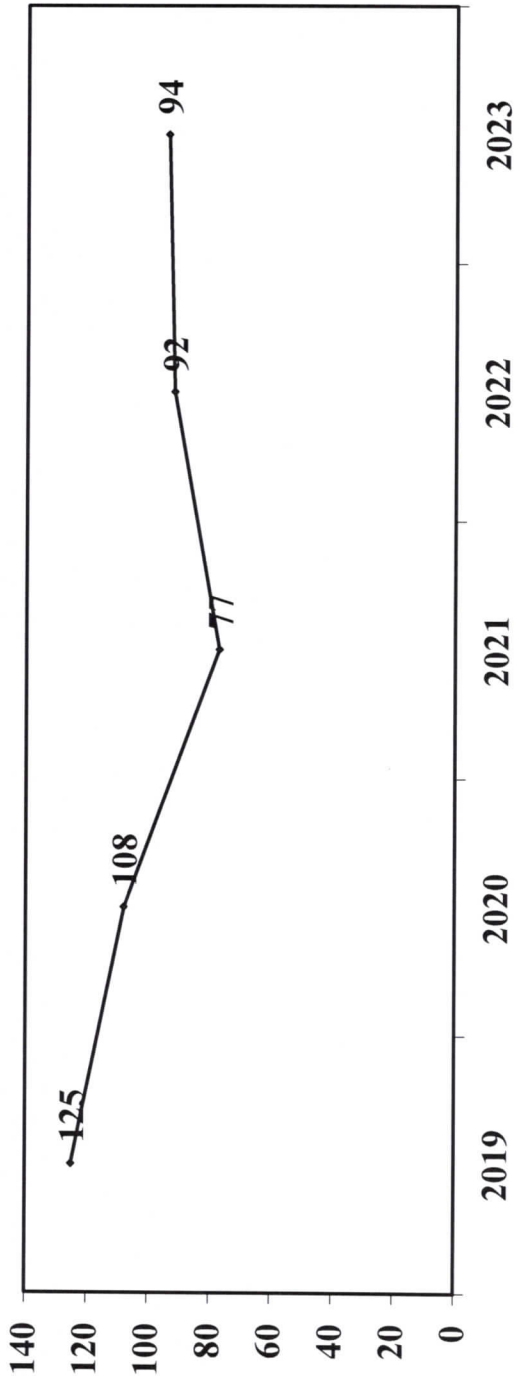
Five Year Comparison 2019-2023 Crimes Against Person



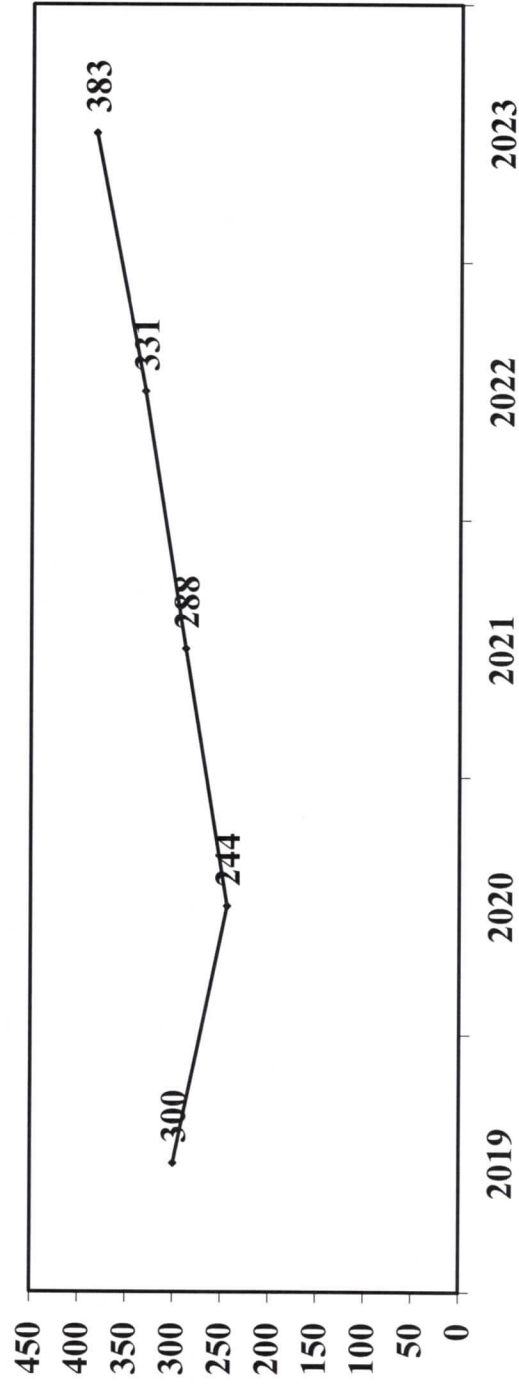
Five Year Comparison 2019-2023 Crimes Against Property



Five Year Comparison 2019-2023 Public Order Offenses



Five Year Comparison 2019-2023 Traffic



PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING

November 20, 2023, 6:30 PM
Via Zoom

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

CALL TO ORDER

A quorum was determined with the following school board members present Angela Allen, John DeRuyter, Elizabeth Roundtree, and David Wilson. Also, present was Superintendent Bill Burr and Recording Secretary Kimberly Powell. Brittani Robbins arrived at 6:31 PM.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by John DeRuyter

PLEDGE OF ALLEGIANCE

Board Member Robbins arrived at 6:31 PM

BOARD MEMBER
ROBBINS ARRIVED

The District Mission, Vision and Values were recited by Elizabeth Roundtree.

DISTRICT MISSION,
VISION, AND VALUES

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

APPROVAL OF AGENDA
INCLUDING ITEMS ON
THE CONSENT AGENDA

- Approved the minutes of the October 9, 2023, Regular School Board meeting, as presented.
- Approved the disposal of broken snowblower (inventory tag #00520)
- Offered extracurricular contracts for Heidi Armstrong and Claire Froelich for the 2023-2024 school year as presented.
- Approved the hire of Eddie Hilburn as Paraprofessional with the appropriate placement on the salary schedule.
- Reviewed the resignation of Amber Hillberry, Junior Class Co-advisor and Devyn Johnson, Middle School Volleyball Coach as an item of information.

There were no conflicts of interest declared.

CONFLICT OF INTEREST

A link to the Alaska Day songs presented by the 3rd grade was included in the Board Packet. The School Board recognized the 1st quarter student achievements.

STUDENT RECOGNITION

The School Board reviewed the written report submitted by Student Representative Mia Wiederspohn.

STUDENT
REPRESENTATIVE
REPORT

There were no guests to be heard. Jamie Roberts gave public testimony at the time policy was presented.

GUESTS TO BE HEARD

Correspondence was reviewed as presented.

REVIEWED
CORRESPONDENCE

Information & Reports were accepted by unanimous consent.

ACCEPTED
INFORMATION &
REPORTS
ACCEPTED THE FY'23 AUDIT

Motion to accept the Fiscal Year 2023 audit as presented by Angela Allen; seconded by Brittani Robbins. Brittani Robbins stepped out of the meeting for a moment. Poll vote: John DeRuyter: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved.

BOARD MEMBER ROBBINS
STEPPED OUT OF THE MEETING
FOR A MOMENT

Motion to approve the reclassification of funds as presented and to transfer \$18,584.62 from the Reserves to the General Fund to cover the FY'23 State Travel account deficit by Angela Allen; seconded by John DeRuyter. Poll vote: Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved unanimously.

APPROVED THE
RECLASSIFICATION OF FUNDS
AS PRESENTED TO COVER
THE FY'23 STATE TRAVEL
ACCOUNT DEFICIT

Motion to accept the second reading of Board Policy 3400, Property Accounting, Board Policy 3452, Student Activity Funds, and Board Policy 5121, Grades/Evaluation of Student Achievement as presented by Brittani Robbins; seconded by Angela Allen.

ACCEPTED THE SECOND READING OF BOARD POLICY 3400 AND 5121

Swim Coach Jamie Roberts provided input on the policy. She does not feel that it is clear as it is written on who has the authority to expend funds from the class & club accounts. She would also like to see language added that the coach/advisor will be notified and must sign that he/she is aware that funds are being spent.

REFERRED BOARD POLICY 3452, STUDENT ACTMTEIS BACK TO THE POLICY COMMITTEE FOR FURTHER REVISIONS

Motion to revise the motion removing Board Policy 3452, Student Activity funds from the main motion by Angela Allen, seconded by Brittani Robbins. Poll vote on revision: Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved unanimously.

Poll vote on the main motion: Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; Brittani Robbins: Yes; David Wilson: Yes. Motion approved unanimously.

The Board referred Board Policy 3452, Student Activity Funds back to the Policy Committee for further revision.

Motion to accept the first reading of Board Policies 3510, 3513.3, 3515, and 3530 as presented by Brittani Robbins; seconded by Angela Allen. Poll vote: Angela Allen: Yes; John DeRuyter: Yes; Brittani Robbins: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 3510, 3513.3, 3515, AND 3530

The School Board reviewed Board Policy 3515.5, Restrictions on Sex Offenders on Campus.

REVIEWED BOARD POLICY 3515.5

Motion to recess to executive session to discuss topics that may prejudice the reputation and character of any person, provided the person may request a public discussion, more specifically to conduct the Superintendent's Formative Evaluation. Superintendent Burr may be invited to attend all or a portion of the Executive Session by Angela Allen; seconded by Brittani Robbins. Poll vote: John DeRuyter: Yes; Brittani Robbins: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; David Wilson: Yes. Motion approved unanimously.

RECESSED TO EXECUTIVE SESSION AT 7:56 PM

Board Member Allen left the meeting at 9:08 PM

BOARD MEMBER ALLEN LEFT THE MEETING

Reconvened into regular session at 9:10 PM with no action taken. President Wilson said that the Board set goals with Superintendent Burr and plan to extend his contract by three years pending further negotiation.

RECONVENED INTO REGULAR SESSION AT 9:10 PM

Reviewed the upcoming dates and meeting announcements.

REVIEWED DATES & MTG ANNOUNCEMENTS

Board Member Roundtree told the Board that Midnight Madness and the Tree Lighting will be held on December 2.

BOARD MEMBER COMMUNITY ACTIVITY REPORTS

Mr. DeRuyter said that he attended the Middle School Student Council meeting and enjoyed the dynamic group. They are divided into four teams (houses) and are competing to fund raise and build school spirit. They spoke with Mr. DeRuyter about the use of cell phones during lunch break. He let them know that this is not a board function but encouraged them to come up with solutions and follow the process to propose changes to the rule.

Board President Wilson said that he attended the AASB Annual Conference and felt that it was the best training he's attending. He was especially interested in the polices on Artificial Intelligence use. He will type up his notes to share with the rest of the Board.

Board Member DeRuyter said that he would like to see future board meetings offered both in person and on zoom.

Meeting Adjourned at 9:24 P.M.

ADJOURNED AT 9:24 P.M.



SCHOOL BOARD SECRETARY

BOARD ACTION

**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)
JANUARY 15, 2024**

FOR DETAILS, CONTACT:

BILL BURR
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Approved the agenda as presented which includes the items on the consent agenda.
 - Approved the minutes of the December 18, 2023, Regular School Board Meeting
 - Offered contracts to Jackie Hanson and Martha “Ann” Hilburn to serve as school principal during the 2024-2025 school year with appropriate placement on the salary schedule.
 - Offered Anthony Anzalone a contract for the position of Director of Accountability, Assessment, and Technology for the 2024-2025 school year with appropriate placement on the salary schedule.
 - Offered all tenured teachers a contract for the 2024-2025 school year with appropriate placement on the salary schedule.
 - Approved the hire of Anthony Harding as a Special Education paraprofessional with the appropriate placement on the salary schedule, pending the receipt of a satisfactory criminal background check.
 - Reviewed the resignation of Josh Blatchley, Facilities & Maintenance Director and Eddie Hilburn, Elementary Paraprofessional
- Appointed the Strategic Plan Focus Committee Members
- Accepted the second reading of Board Policy 5110, Attendance
- Accepted the first reading of:
 - Board Policy 5121, Grades/Evaluation of Student Achievement
 - Board Policy 5127.1, Class Valedictorian/Salutatorian
- Adjourned

CITY & BOROUGH OF WRANGELL, ALASKA

BOROUGH CLERK'S REPORT

SUBMITTED BY: Kim Lane, Borough Clerk

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

February 1 – Port Commission mtn at 6:00pm in the Assembly Chambers

February 8 – Planning & Zoning Commission mtg at 5:30pm in the Assembly Chambers

February 20 – Wrangell Convention & Visitors Bureau mtg at noon in the Assembly Chambers

Community Events:

Meetings and Other events of the Borough Assembly:

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

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

Date	Time	Purpose
<i>February 13 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>February 27 (Strategic Plan - tentative)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>February 28</i>	<i>5:30pm</i>	<i>Joint WS (School/Assembly)</i>
<i>March 12 (Emergency Operations Plan - tentative)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>March 26 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>April 9 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>April 23 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>May 13</i>	<i>5:30pm</i>	<i>Board of Equalization Hearing</i>
<i>May 14 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>May 28 (Budget PH - tentative)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>June 11 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>
<i>June 25 (no work session scheduled)</i>	<i>6pm</i>	<i>Regular Assembly Meeting</i>

- Once the Budget calendar has been populated, it will be shared with the assembly and public. I will amend the schedule above accordingly.
- The Borough Manager and I are evaluating the needs of human resources across the organization. As we work to improve deficient areas, we have decided to have the Clerk's Office start with improving the certification and drug testing functions of HR. We will continue to evaluate and further improve other aspects of HR; however, this will be a great first step to improve operations and oversight.
- The CY2024 Property Tax timeline has been posted and is available at this link: <https://www.wrangell.com/community/2024-property-tax-timeline> I have also attached it to this report.

Parliamentary Tid-bits!

Here are a couple of parliamentary rules that we do not really see being used very often however, can be helpful!

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.



P.O. Box 531 ph. 907-874-2381
 Wrangell, AK 99929 fax 907-874-3952

The City and Borough of Wrangell would like all property owners to be aware of the assessment and tax schedule for the 2024 calendar year. Forms and information are available online, at City Hall, or email rmarshall@wrangell.com for digital documents and additional information.

CY 2024 Property Tax Timeline

By January 15, 2024	Deadline for Fire Suppression System Exemption Applications
March 1, 2024	Deadline for Alaska State Law, Senior Citizen, and Disabled Veteran Exemption Applications
By March 20, 2024	Property Assessments Mailed Out
March 20 – April 19, 2024	Appeal Process
May 13, 2024	Board of Equalization
By June 1, 2024	Delivery of Assessment Roll to Assembly
June 1 – June 15, 2024	Mill Rate of Tax Levy
Prior to July 1, 2024	Property Tax Invoices Mailed
October 15, 2024	Property Taxes Due, 5:00 pm Finance Office
After October 15, 2024	Property Taxes are delinquent, penalties and interest begin to accrue*

*WMC 5.04.350 Delinquent date for payments of taxes.

When the general tax provided for in this chapter is not paid on or before the due date, penalties and interest will accrue as follows:

- A. A penalty of 10 percent of the unpaid taxes shall be added thereto immediately upon delinquency.
- B. Interest at an actual rate of 12 percent shall accrue upon all unpaid taxes, not including penalty, from the due date until paid in full. When interest is applied, it shall be calculated and accrue on a monthly basis.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	11

Request for the sale/exchange of Borough-owned real property described as a portion of Parcel 7, A.S.L.S 84-83, zoned Commercial, adjacent to the Torgramsen-Glasner Subdivision, based on the requesting purchaser granting a utility easement acquisition on real property for the purpose of demonstrating Borough site control for the Water Treatment Plant Improvement project

<u>SUBMITTED BY:</u>
Mason Villarma, Interim Borough Manager Amber Al-Haddad, Capital Facilities Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$		
FY 23: \$	FY 24: \$	FY25: \$
Amount Budgeted:		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		

<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	P&Z Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

- ATTACHMENTS:
1. Email outline of agreement of terms between CBW and Mr. Glasner, through correspondence from Amber Al-Haddad, Capital Facilities Director to Don Glasner;
 2. P&Z Commission Recommendation Memo from Kate Thomas, Economic Development Director
 3. Land Purchase Aerial Map
 4. Recorded Utility Easement on Parcel 03-002-306 owned by Don Glasner

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:

Recommend approving the sale/exchange of Borough-owned real property described as a portion of Parcel 7, A.S.L.S 84-83, zoned Commercial, adjacent to the Torgramsen-Glasner Subdivision, based on the requesting purchaser granting a utility easement acquisition on real property for the purpose of demonstrating Borough site control for the Water Treatment Plant Improvement project.

SUMMARY STATEMENT

The water plant project's federal funding partners, both USDA and EDA, require the Borough to provide proof, through legal counsel concurrence, that we have site control for all lands upon which the infrastructure project will be constructed.

As such, the Borough realized a need to acquire a utility easement on private property, real property described as a portion of Parcel 03-002-306 currently owned by Don Glasner, for a portion of the backwash water discharge line associated with the Water Treatment Plant Improvement project.

Plat 2016-2 associated with this property noted that a utility easement was in place for the existing water line, which has been designed to be repurposed in the water plant project as the backwash discharge sewer line; however, upon legal counsel research, it was determined that the previous easement had been relinquished by the federal government when the real property was transferred to the previous private land owner, Mr. Torgramsen, and thus it did not exist for Borough use.

Through the utility easement acquisition negotiations with current real property owner, Don Glasner, he agreed to enter into an agreement with the Borough for the necessary utility easement in exchange for consideration of his request to purchase a 125' x 235' (see attached Land Purchase Aerial Map that reflects the approximate area of the requested land) portion of Borough-owned real property described as a portion of Parcel 7, A.S.L.S 84-83, zoned Commercial. This portion of the Borough-owned property is adjacent to Mr. Glasner's property under the Torgramsen-Glasner Subdivision.

Based on the critical nature of the utility easement needed to meet funding requirements related to the water plant project, administration agreed to recommend to the Borough Assembly the sale of the portion of the Borough-owned property described as a portion of Parcel 7, A.S.L.S 84-83 at a price less than market value in exchange for receiving the utility easement on the Don Glasner property. The

impact of not having the utility easement is that the federal agencies will not reimburse the Borough for project expenditures without the Borough proving compliance with site control. Borough counsel must perform property title searching and certify site control compliance.

The utility easement for the backwash discharge line has been granted by Mr. Glasner and it is now complete as recorded with the Wrangell Records Office (copy of easement attached). With the sale of the requested Borough-owned land, a subsequent utility easement will be included in the survey and plat as the existing utility pipe continues through that section of land proposed to be sold.

Administration recommends approving the sale/exchange of Borough-owned real property to/with Don Glasner without public bidding and at a less than market value, in an amount equal to \$11,478.50 in accordance with WMC 16.12.080, based on the economic value and critical need for the utility easement for our Water Treatment Plant Improvement project.

16.12.080 Exchange or trade of borough real property or tidelands.

Notwithstanding any other requirement of this chapter, except the requirements provided for public notice in WMC [16.12.015](#), exchanges or trades of borough-owned real property or tidelands or interests therein shall be governed solely by this subsection and in compliance with the borough charter, the borough assembly may, by resolution and without public bidding, exchange any borough-owned real property or tidelands or interest therein, provided that:

A. The value of the borough-owned real property, or interest therein, and the value of the real property, or tidelands, or interest therein, to be exchanged have been determined by either an appraisal prepared by a qualified appraiser obtained by the borough within the preceding 12 months, or by review of the then current property assessment records of the borough.

B. The value of the borough-owned real property, or tidelands or interest therein, is equal to the value of the real property, tidelands or interest therein, to be exchanged; or, if the value of the borough-owned real property, tidelands or interest therein is different from the value of the real property, or tidelands or interest therein, to be exchanged, the difference is made up in money.

C. The borough assembly determines by resolution that the borough-owned property or tidelands or interest therein is no longer needed for municipal purposes and that the exchange of properties or tidelands or interests therein is in the public interest.



CITY & BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

Capital Facilities Department

PO Box 531, Wrangell, AK 99929

Phone (907)-874-3902

To: Don Glasner

Email Communication from December 1, 2023

Hello Don,

Please find below a modification to my November 30th outline of land exchange concerns. The following is agreed to for presentation to our Borough Assembly, for final approval.

The Borough has the need for a legal document that identifies the granting of a utility easement for the currently abandoned water line those traverses, in part, your property. The approximate location of that 10' water easement is reflected on Plat 2016-2.

You seek an exchange of land that would benefit both you and Borough. The Borough is requesting a utility easement in the area of approximately 10' x 215' (2,150 sf). A recent land appraisal related to the same utility easement on the adjacent Bloom property (Panhandle Trailer Court) was valued at \$1.50/sf. You have accepted the \$1.50/sf for the easement area, with a value of \$3,225.

You have requested consideration to purchase a portion of Borough-owned land adjacent to your property, Parcel 03-002-306. Your request is to extend your back property line into the existing Borough parcel by one hundred twenty-five feet (125'). The length of your back property line is two hundred thirty-five feet (235'). Thus, the purchase request is for an area of 125' x 235', equating to 29,375 square feet (sf) of land. If the request to purchase is approved by our Assembly, you agree to grant an extension to the above referenced utility easement in an area of 10' (w) x 125' (l) equating to 1,250 square feet (sf) of easement area. Your justification for offering a price below the market value of the land is to work with the Borough to see the easement established for the purpose of the Borough showing site control for the Water Treatment Plant Improvement project, as required by our federal funding partners on the infrastructure project, and economic benefit to the community of Wrangell.

In summary, at the \$0.50/sf price for land exchange and a share in a portion of the survey costs, a cost recap is:

- 235' x 125' land acquisition (29,375 sf x \$.50) \$14,687.50
 - Share in survey cost \$ 1,891.00
 - Less 10' x 340' utility easement (3,400 sf x \$1.50) (\$ 5,100.00)
- Total Land Purchase and Easement Provision Exchange \$11,478.50

Please review this outline and provide your concurrence with the details. Please call with any questions or concerns about the information outlined above. If in agreement, the easement document is attached again for your use. We can issue payment for the 215' portion of the easement with the return of your signed easement document.

Sincerely,



Amber Al-Haddad
Capital Facilities Director

Attachment: Plat 2016-2; Draft Utility Easement

Copy: Mason Villarma, Interim Borough Manager
Kim Lane, Borough Clerk
Kate Thomas, Economic Development Director



CITY & BOROUGH OF WRANGELL
INCORPORATED MAY 30, 2008

Economic Development Department

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

Date: December 18th, 2023

To: Mason Villarma, Interim Borough Manager
Kim Lane, Borough Clerk
Assembly of the City and Borough of Wrangell

From: Kate Thomas, Economic Development Director

Subject: Recommendation from the Planning and Zoning Commission to approve the sale of land requested by Mr. Don Glasner to purchase a portion of Borough Real Property identified as Parcel 7, A.S.L.S 84-83, zoned commercial adjacent to the Torgramsen-Glasner Subdivision.

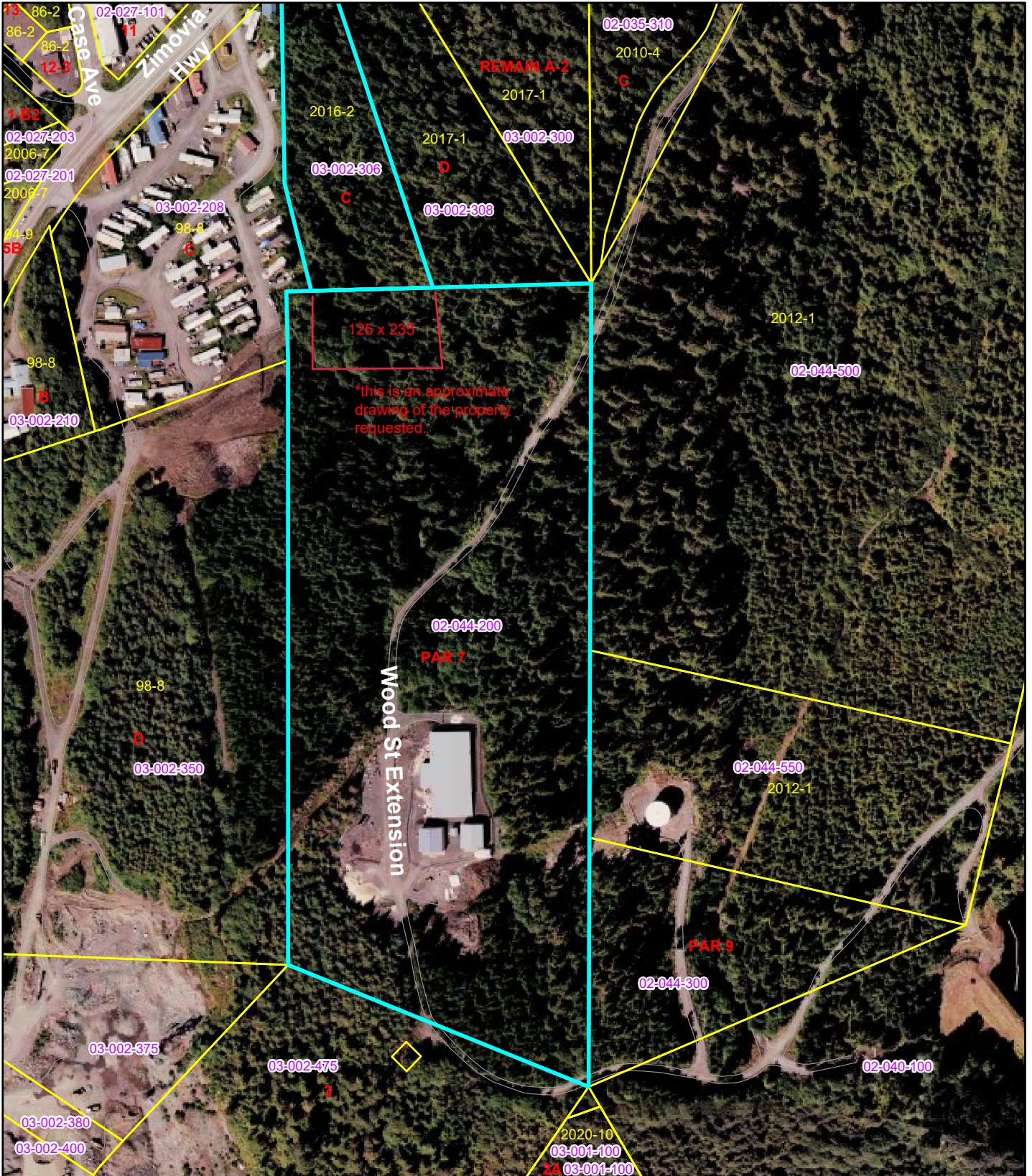
Attachments: 1) Public Map of Property

On December 14th, 2023, the Planning and Zoning Commission reviewed and approved a recommendation to the Borough Assembly to approve the sale of borough-owned property identified as Parcel 7, A.S.L.S 84-83, zoned commercial to Mr. Don Glaser the purposes of a land exchange to preserve a utility easement demonstrating site control on behalf of the Borough for the Water Treatment Plant Improvement project, as required by federal funding partners under the following conditions:

1. Mr. Glasner shall grant a utility easement in an area of 10' (w) x 215' (l) equating to 2,150 sq. ft. within Parcel 03-002-306 to the Borough; and
2. Mr. Glasner shall grant an extension of the utility easement to the above reference utility easement to the Borough in an area of 10' (w) x 125' (l) equating to 1,250 sq. ft.; and
3. Mr. Glasner shall receive no more than \$1.50 per square foot of land area within the established easement boundaries; and
4. A survey shall be conducted for the purpose of adjusting the back property line of Parcel 03-002-306 (owned by Mr. Glasner) acquiring a portion of Parcel 7 (owned by the Borough) not to exceed an area of 125' x 235' or 29,375 sq. ft; and
5. Mr. Glasner shall pay no less than \$1,891 of the shared survey costs with the Borough; and
6. Mr. Glasner shall pay no less than \$0.50 per square foot for the land he has requested to purchase from the Borough; and
7. Mr. Glasner shall work cooperatively with the Borough to finalize the survey and plat.

CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



1 inch = 265.921147 feet
63
Date: 12/8/2023

Public Map



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



Return to: City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Wrangell Recording District

Page 1 of 3

UTILITY EASEMENT

The Grantor, Don Glasner, whose mailing address is PO Box 192, Hillsdale, New Jersey 07642, conveys and warrants to the Grantee, the City and Borough of Wrangell, a municipality whose address is P.O. Box 531, Wrangell, Alaska, 99929, its successors and assignees, an unrestricted utility easement, over and across the following described tract of land located in the City & Borough of Wrangell, Alaska,

A PORTION OF LOT C, Torgramsen-Glasner Subdivision.

The Basis of Bearing for this easement are Alaska State Plane Zone 1 Grid Bearings.

A portion of Parcel #03-002-306, Lot C, Torgramsen-Glasner Subdivision, according to the official plat thereof, filed under Plat No. 2016-2, in the records of the Wrangell Recording District, State of Alaska; said portion being more particularly described by metes and bounds as follows, as depicted on the Plat 2016-2 attached hereto as Exhibit A.

Said parcel, containing an area of 2,150 square feet, more or less, as calculated from these courses and distances, is hereby granted to the City & Borough of Wrangell for the purpose of repurposing and existing water pipeline to a wastewater pipeline. All costs incurred to install the modify and repurpose the pipeline will be at the Grantee's expense. The Grantee also agrees to pay all costs associated with the preparation and recording of this utility easement.

The Grantor hereby covenants with the Grantee that the Grantor has good title to the above-described tract of land, and covenants that the Grantee shall have quiet and peaceable possession thereof.

IT IS ALSO UNDERSTOOD that the Easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor does it prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights granted to the Grantee as described above. In addition, the Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Grantee will exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.

- 2. COOPERATION WITH GRANTOR: Grantee shall always cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
- 3. ACCEPTANCE: All parts of the easement site used by the Grantee shall be left in acceptable condition.
- 4. INDEMNITY: Grantee shall indemnify and hold Grantor harmless from all damages arising out of any claim for injury or loss to any persons or property, directly related to or directly arising from the Grantee's use of the property or Grantee's activities on the property described above.

NOW THEREFORE, in consideration of \$3,225 (in words: Three thousand two hundred twenty-five dollars) and the other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby grants to Grantee the above-described utility easements.

Executed this 5th day of December 2023 in Wrangell, Alaska.

GRANTOR: Don Almon Date: 12-6-23

Name and Title of Signatory: DONALD GLASNER PROPERTY OWNER

GRANTEE: Mason F. Villarma Date: 12/13/23

Name and Title of Signatory: Mason F. Villarma, Interim Borough Manager, City and Borough of Wrangell

Nicole Rivera
Notary Public

Nicole L. Rivera
Notary Public
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 4, 2027

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) ss:
First Judicial District)

On this 13th day of December 2023, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Mason Villarma, known to me to be the identical individual(s) who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Sherri D. Cowan

Notary Public for Alaska
Commission expires: 10-21-2025

CERTIFICATE OF ACCEPTANCE BY GRANTEE

THIS IS TO CERTIFY that the CITY and BOROUGH OF WRANGELL, ALASKA Grantee, acting by and through its Borough Manager, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

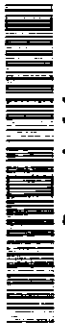
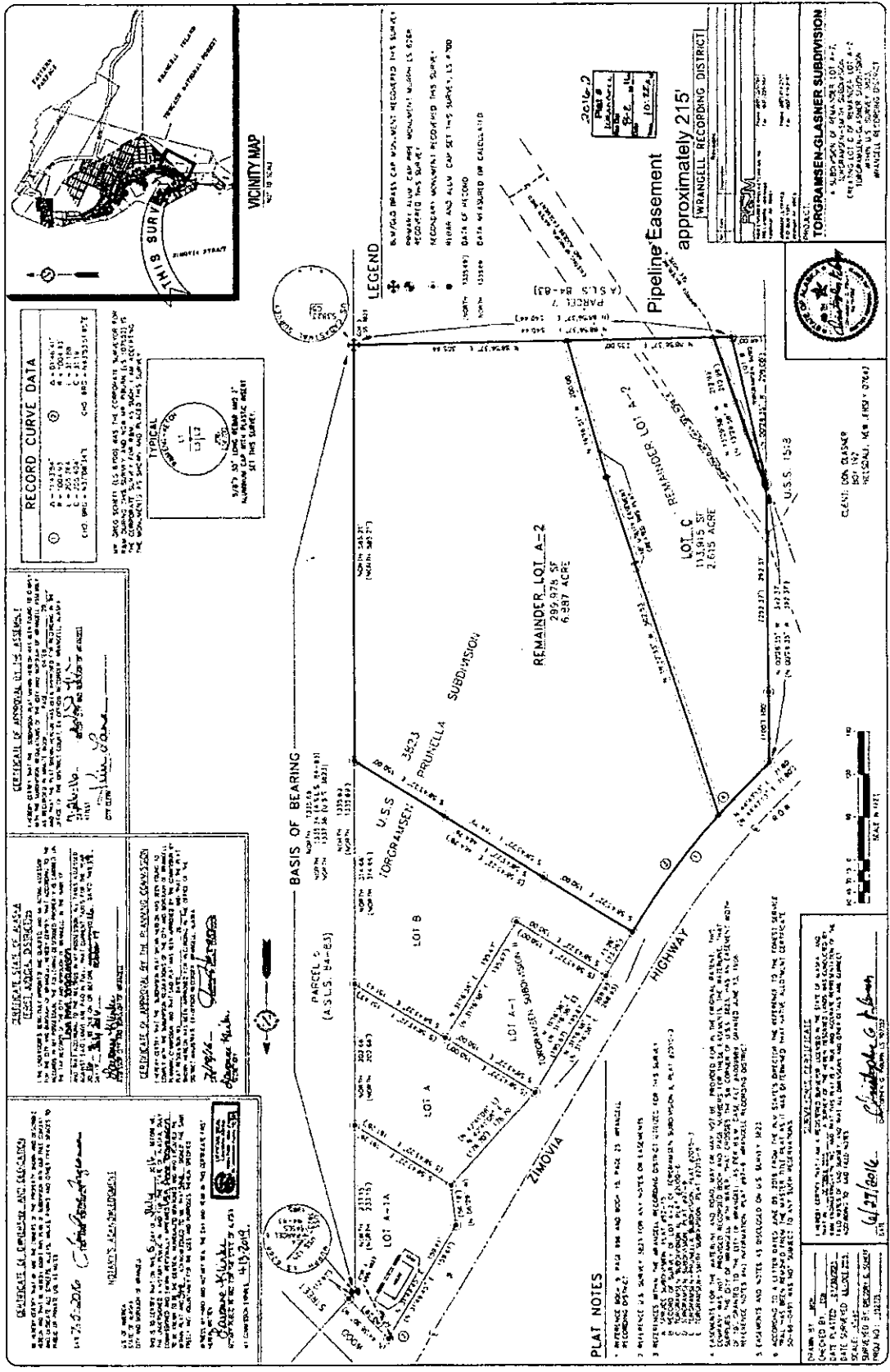
IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of December, 2023.

CITY and BOROUGH OF WRANGELL

By: Mason F. Villarma
Mason F. Villarma, Interim Borough Manager



UTILITY EASEMENT AGREEMENT BETWEEN CITY AND BOROUGH OF WRANGELL AND DON GLASNER - EXHIBIT A



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	13

RESOLUTION No. 01-24-1838 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DECLARING PARCELS 03-020-303 (FLORSCHUTZ) AND 03-020-204 (HELLER) HAZARDOUS

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

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

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: Res 01-24-1838

RECOMMENDATION MOTION:
Move to approve Resolution No. 01-24-1838.

SUMMARY STATEMENT:

This proposed resolution addresses the aftermath of a tragic landslide that occurred on November 20, 2023, impacting parcels 03-020-303 (owned by Otto and Christina

Florschutz) and 03-020-204 (owned by Timothy and Beth Heller) along the 11-Mile Zimovia Hwy in the City and Borough of Wrangell, Alaska.

The resolution aims to declare these parcels as hazardous due to the presence of sharp metal, oil, toxins, and other hazardous debris, prioritizing public safety. Additionally, the declaration serves to support the affected families in pursuing a Department of Natural Resources (DNR) land swap under AS 38.050.870.

Key provisions include assigning an assessed value of \$0 for calendar year 2024 property tax purposes to both Parcel 03-020-303 and Parcel 03-020-204.

By passing this resolution, the Assembly demonstrates its commitment to safeguarding the community, acknowledging the unique challenges posed by the landslide, and offering support to families navigating the complexities of property recovery through DNR processes.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 01-24-1838

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DECLARING PARCELS 03-020-303 (FLORSCHUTZ) AND 03-020-204 (HELLER) HAZARDOUS

WHEREAS, on November 20, 2023 at around 8:51 pm at 11-Mile Zimovia Hwy. a tragic landslide occurred; and

WHEREAS, Parcel 03-020-303 (Otto and Christina Florschutz) was severely impacted by the landslide; and

WHEREAS, Parcel 03-020-204 (Timothy and Beth Heller) was severely impacted by the landslide; and

WHEREAS, in the interest of safeguarding the public, the Borough is declaring the properties as a “hazard” due to abundance of sharp metal, oil, toxins and other hazardous debris on the parcels; and

WHEREAS, deeming the properties as “hazardous” will also support each of the affected families who are pursuing a Department of Natural Resources (DNR) land swap under AS 38.050.870; and

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

Section 1. Parcel 03-020-030 (Otto and Christina Florschutz) shall be deemed hazardous as of November 20, 2023, and shall be assigned an assessed value of \$0 for calendar year 2024 property tax purposes.

Section 2. Parcel 03-020.204 (Timothy and Beth Heller) shall be deemed hazardous as of November 20, 2023, and shall be assigned an assessed value of \$0 for calendar year 2024 property tax purposes.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 23rd DAY OF January 2024.

Patricia Gilbert, Borough Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	13

Approval of Assignment of Lease in the Wrangell Marine Service Center for Mill Dock #1 from Alaska Ice Seafoods, Inc. dba Fathom Seafoods to Wind and Tide LLC, dba Peninsula Seafoods

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

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

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Port Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Request to assign from Alaska Ice Seafoods, Inc. dba Fathom Seafoods 2. Request / Intent to lease from Wind and Tide LLC, dba Peninsula Seafoods 4. Proposed Lease agreement 5. Existing Agreement with Alaska Ice Seafoods, Inc. dba Fathom Seafoods (FYI)

RECOMMENDATION MOTION:

Approval to Assign Wrangell Marine Service Center Mill Dock Lot #1 from Alaska Ice Seafoods, Inc. dba Fathom Seafoods to Wind and Tide LLC, dba Peninsula Seafoods for the existing square footage size of approximately 7,460 square feet.

SUMMARY STATEMENT:

Alaska Ice Seafoods, Inc. dba Fathom Seafoods wishes to transfer their leased lot #1 (Mill Dock), in the Wrangell Marine Service Center to Wind and Tide LLC, dba Peninsula Seafoods. Jeff Grannum of Wind and Tide LLC, dba Peninsula Seafoods has submitted a letter of intent to lease Mill Dock #1 in the WMSC. Their intention for the leased property would be to Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. The existing Agreement with Alaska Ice Seafoods, Inc. dba Fathom Seafoods is attached for reference only.

Additionally, the Port Commission has given their approval for the Assignment of the Lease from Alaska Ice Seafoods, Inc. dba Fathom Seafoods to Wind and Tide LLC, dba Peninsula Seafoods as stated below.

The transfer of Wrangell Mill Dock Lease Lot 1 from Alaska Ice Seafoods to Peninsula Seafoods is a significant decision that holds great importance for the community of Wrangell. By providing fish processing services in Wrangell, this transfer ensures the continued growth and sustainability of the local fishing industry. Peninsula Seafoods, with its experience in fish processing, is well-equipped to take on this responsibility and contribute to the economic development of the area.

This transfer not only strengthens the fishing industry but also creates job opportunities and supports the livelihoods of local fishermen. Overall, the transfer of Lease Lot 1 to Peninsula Seafoods is a crucial step towards maintaining Wrangell's position as a thriving hub for fish processing and securing a prosperous future for the community.

Alaska Ice Seafoods, Inc.

1690 Marine View Dr. STE C
Tacoma, WA 98422 U.S.A.

Letter of Interest / Intent to Transfer Lease
City of Wrangell, Port Commission Members/Borough Assembly Members.
To whom it may concern:

This letter is to express interest/intent on transferring the lease on property that is currently being leased by Alaska Ice Seafoods at Lot #1 of The Old Mill Dock to Jeff Grannum/Peninsula Seafood. The intentions for the leased property would be to continue and expand the current operations of Alaska Ice Seafoods; Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice.

Please feel free to contact me by phone or email with any questions or concerns.

Thank you for your time and consideration of this request,

Solomon Fowler
Alaska Ice Seafoods
Ph.# (253)-777-5889
Solomon@alaskaiceseafoods.com

Letter of Interest / Intent to Lease

City of Wrangell, Port Commission Members/Borough Assembly Members.

To whom it may concern:

This letter is to express interest/intent on leasing property that is currently being leased by Alaska Ice, Inc dba Fathom Seafoods at Lot #1 of The Old Mill Dock. The intentions for the leased property would be to; Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. We also be submitting a request to modify said lease in a separate document.

Please feel free to contact me by phone or email with any questions or concerns.

Thank you for your time and consideration of this request,

Wind and Tide LLC dba Peninsula Seafoods

Jeff Grannum
503-758-4956
Grannum@peninsulaseafood.com

Wrangell Agent: Dustin Phillips
PO Box 1004
911 Evergreen Ave.
Wrangell, AK 99929
Ph.# (907)-723-0565
Dphillips0565@gmail.com

**WRANGELL MARINE SERVICE CENTER (WMSC)
FACILITY LEASE AGREEMENT
ASSIGNMENT OF LEASE**

By Assignment, this Lease is entered into on _____ 2024, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and Wind and Tide LLC, dba Peninsula Seafoods, (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect from the date above until the 30th day of June, 2027.

2. LEASED PROPERTY

The property subject to this Lease is described as: Mill Dock, Lot #1 (7,460 sq. ft.).

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose to Purchase, Procure, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice.

Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

4. CONDITIONS OF LEASING

A. Lease payments shall 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2022 (July 1, 2022 – June 30, 2023) and shall increase at a rate of 2% each FY thereafter as follows:

July 1, 2022 – June 30, 2023	\$775.84	each month
July 1, 2023 – June 30, 2024	\$791.36	each month
July 1, 2024 – June 30, 2025	\$807.18	each month
July 1, 2025 – June 30, 2026	\$823.33	each month
July 1, 2026 – June 30, 2027	\$839.79	each month

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

D. Lessee acknowledges Lessor is in the process of determining new Marine Service Center insurance requirements and the lease will be amended during the current term to comply with new standards.

5. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The Lessor retains the right to renegotiate the terms and conditions, including lease payments, of this Lease for each renewal term.

6. OPERATION AND MAINTENANCE

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, except for events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

7. INDEMNITY AND INSURANCE

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall always maintain and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted doing business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than **\$1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Steve Miller, Port & Harbor Director, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell

with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

8. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

9. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

10. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

12. LESSOR'S RIGHTS UNDER THIS LEASE

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

13. GOVERNING LAW

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

14. DEFAULT

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

15. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

16. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: Wind and Tide LLC, dba Peninsula Seafoods
Jeff Grannum
PO Box 2109
Port Angeles, WA 98362

Lessor: City and Borough of Wrangell
P.O. Box 531, Wrangell, AK 99929

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of Lessor and the other party.

B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: _____, 2024

City and Borough of Wrangell, Alaska
Lessor

By: Patricia Gilbert, Borough Mayor By: Mason Villarma, Interim Borough Manager

Patricia Gilbert
Borough Mayor

Mason Villarma
Interim Borough Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by **Patricia Gilbert & Mason Villarma**, Borough Mayor & Interim Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____

Date: _____, 2024

Jeff Grannum of:
Wind and Tide LLC, dba Peninsula Seafoods
Lessee

By _____
Name:

Title:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by

_____.

Notary Public for _____

Commission expires: _____



**Second Modification to the Facility Assigned Lease Agreement
in the Wrangell Marine Service Center (WMSC)
Mill Dock Lot 1**

This **second** modification to extend the Facility Lease Agreement for an additional five (5) years and updating the monthly rate is made and entered into as of July 1, 2022, by and among:

ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOOD, 1690 MARINE VIEW DRIVE BLDG C, TACOMA, WA 98422-4103.

Now therefore, both parties agree as follows:

- A. **Modification No. 1** was approved on May 11, 2021 and increased the lot size from 5,140 square feet to 7,460 square feet and increased the monthly lease amount from \$411.20 to \$596.80 per month.
- B. **This amendment changes Section 1, Duration, and Section 4(a), Conditions of Leasing, of the original agreement and second extension as follows:**

SECTION 1, DURATION

This lease shall be in effect for an additional five-year term, more specifically, from the date above until June 30, 2027.

SECTION 4, CONDITIONS OF LEASING

a. Lease payments shall be 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2022 (July 1, 2022 - June 30, 2023) and shall increase at a rate of 2% each FY thereafter as follows:

	2% increase each year	
July 1, 2022 - June 30, 2023	\$775.84	each month
July 1, 2023 - June 30, 2024	\$791.36	each month
July 1, 2024 - June 30, 2025	\$807.18	each month
July 1, 2025 - June 30, 2026	\$823.33	each month
July 1, 2026 - June 30, 2027	\$839.79	each month

Upon execution, this Second modification will become an attachment to the original agreement, dated May 12, 2021.



Alaska Ice Seafoods, Inc., dba Fathom Seafood, Lessee

10-6-22

Date



Stephen Prysunka, Mayor

June 9, 2022

Date



(Attest) Kim Lane, Borough Clerk

EXISTING

First Modification to the Facility Assigned Lease Agreement
in the Wrangell Marine Service Center (WMSC)
for Mill Dock Lot 1

This **first** modification to increase the square foot area of the Facility Assigned Lease Agreement is made and entered into as of May 11, 2021 by and among:

ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOOD, 1690 MARINE VIEW DRIVE
BLDG C, TACOMA, WA 98422-4103.

Now therefore, both parties agree as follows:

First Modification:

A. On May 11, 2021, Modification 1 changed: i) Section 2, Leased Property, by granting additional square footage; and ii) Section 4 (A) by increasing the monthly rental rate. The amendment is as follows and by reference becomes incorporated into the original Assigned Lease Agreement.

- a. Section 2, Leased Property: The property subject to this Lease is described as: Mill Dock, Lot 1, from approximately 51' x 100' (5,140 square feet) to include an **additional 2,320** (total 7,460 square feet).
- b. Section 4 (A): Lease payments shall increase from \$411.20 to \$596.80 per month plus tax, payable in advance on the 10th day of each month.

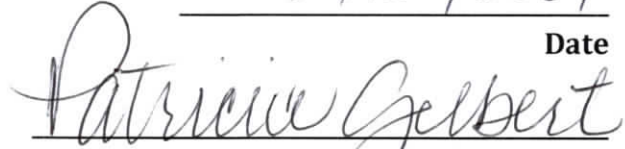
EXISTING



Alaska Ice Seafoods, Inc., dba Fathom Seafood, Lessee

5/12/2021

Date



Stephen Prysunka, Mayor

Patricia Gilbert, Vice Mayor

May 17, 2021

Date



(Attest) Kim Lane, Borough Clerk

**WRANGELL MARINE SERVICE CENTER (WMSC)
FACILITY LEASE AGREEMENT
ASSIGNMENT OF LEASE**

By Assignment, this Lease is entered into on 5/12/2021, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOOD, (hereinafter "Lessee"), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect from the date above until the 1st day of May, 2022.

2. LEASED PROPERTY

The property subject to this Lease is described as: Mill Dock, Lot #1 (5,140 sq. ft.).

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of constructing a steel building as well as installation of an Icehouse/Ice machine. And to Purchase, Process, Pack and Ship Crab, Shrimp, Salmon, Halibut and Bottom fish as well as servicing the local fishing fleet in Wrangell with bait and ice. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$411.20 plus tax, payable in advance on the 10th day of each month.

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

D. Lessee acknowledges Lessor is in the process of determining new Marine Service Center insurance requirements and the lease will be amended during the current term to comply with new standards.

5. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The Lessor retains the right to renegotiate the terms and conditions, including lease payments, of this Lease for each renewal term.

6. OPERATION AND MAINTENANCE

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

7. INDEMNITY AND INSURANCE

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage

shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than **\$ 1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Steve Miller, Port & Harbor Director, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

8. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC

or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

9. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

10. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

12. LESSOR'S RIGHTS UNDER THIS LEASE

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

13. GOVERNING LAW

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

14. DEFAULT

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the

reason for the noncompliance and a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

15. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

16. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: ALASKA ICE SEAFOODS, INC. dba FATHOM SEAFOOD
DUSTIN PHILLIPS (WRANGELL AGENT)
1690 Marine View Drive BLDG C
Tacoma, WA 98422-4103

Lessor: City and Borough of Wrangell
P.O. Box 531, Wrangell, AK 99929

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of Lessor and the other party.

B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: 5-17, 2021

City and Borough of Wrangell, Alaska
Lessor

Patricia Gilbert, Vice Mayor
By: ~~Stephen Prysunka, Borough Mayor~~

By: Lisa Von Bargaen, Borough Manager

Patricia Gilbert
~~Stephen Prysunka~~ Patricia Gilbert
Borough Mayor - Vice

Lisa M Von Bargaen
Lisa Von Bargaen
Borough Manager

The foregoing instrument was acknowledged before me this 17th day of May, 2021, by **Stephen Prysunka & Lisa Von Bargaen**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska an Alaska home rule municipal corporation, on behalf of the corporation.



Kim Lane
Notary Public for Alaska
Commission expires: 7-27-2021

Date: 5-17, 2021

EXISTING

Alaska Ice Seafoods, Inc. dba Fathom Seafood
Lessee

By: [Signature]
Name: Solomon Fowler
Title: COO

The foregoing instrument was acknowledged before me this 12 day of May, 2021 by Solomon Fowler.



Janet M Yourglisch
Notary Public for Washington
Commission expires: 5/29/24

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	13

Approval to Create Wrangell Marine Service Center Lease Yard Lot 9, and assign to Patrick A. Ellis, dba Wrangell Boatshop LLC

<u>SUBMITTED BY:</u>
Steve Miller, Port & Harbor Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 23: \$	FY 24: \$	FY25: \$
Amount Budgeted:		
FY20 \$XXX		
Account Number(s):		
XXXXX XXX XXXX		
Account Name(s):		
Enter Text Here		
Unencumbered Balance(s) (prior to expenditure):		
\$XXX		

<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	Port Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Proposed Lease 2. Lease Request from Pat Ellis, dba Wrangell Boatshop 3. Lease Lot 9 Location (photo).

RECOMMENDATION MOTION:
Move to Approve the Creation of Lease Lot 9 Wrangell Marine Service Center and assignment of lease Lot 9 (2,000 sq ft), to Patrick A. Ellis, dba Wrangell Boat Shop.

SUMMARY STATEMENT

At their meeting held on January 4, 2024, the Port Commission considered and approved the creation of Lease Yard Lot 9 40'X50' (2,000 sq ft) in the Marine Service Center and to lease said lot to Patrick Ellis, operating as Wrangell Boatshop LLC. The commission believes that this would be a well-founded decision that will greatly benefit the community.

With a long-standing history of vessel repair and maintenance, Wrangell Boat Shop is highly qualified to establish a shop dedicated to working on wood boats and providing fiberglass repair services.

This lease will contribute to the economic growth of the area. By supporting this venture, the community can ensure the availability of specialized services and further enhance the reputation of the Marine Service Center as a hub for quality marine craftsmanship.

As per the structured fee schedule for all leased lots in the WMSC, the fee for this lot would be as follows:

Lease payments shall 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2024 (July 1, 2023 – June 30, 2024) and shall increase at a rate of 2% each FY thereafter as follows:

July 1, 2023 – June 30, 2024	\$212.16	each month
July 1, 2024 – June 30, 2025	\$216.40	each month
July 1, 2025 – June 30, 2026	\$220.73	each month
July 1, 2026 – June 30, 2027	\$225.15	each month



Wrangell Boatshop LLC
PO Box 990
Wrangell, AK 99929
{907} 874-4669
wrangellboatshop@hotmail.com

October 5, 2023

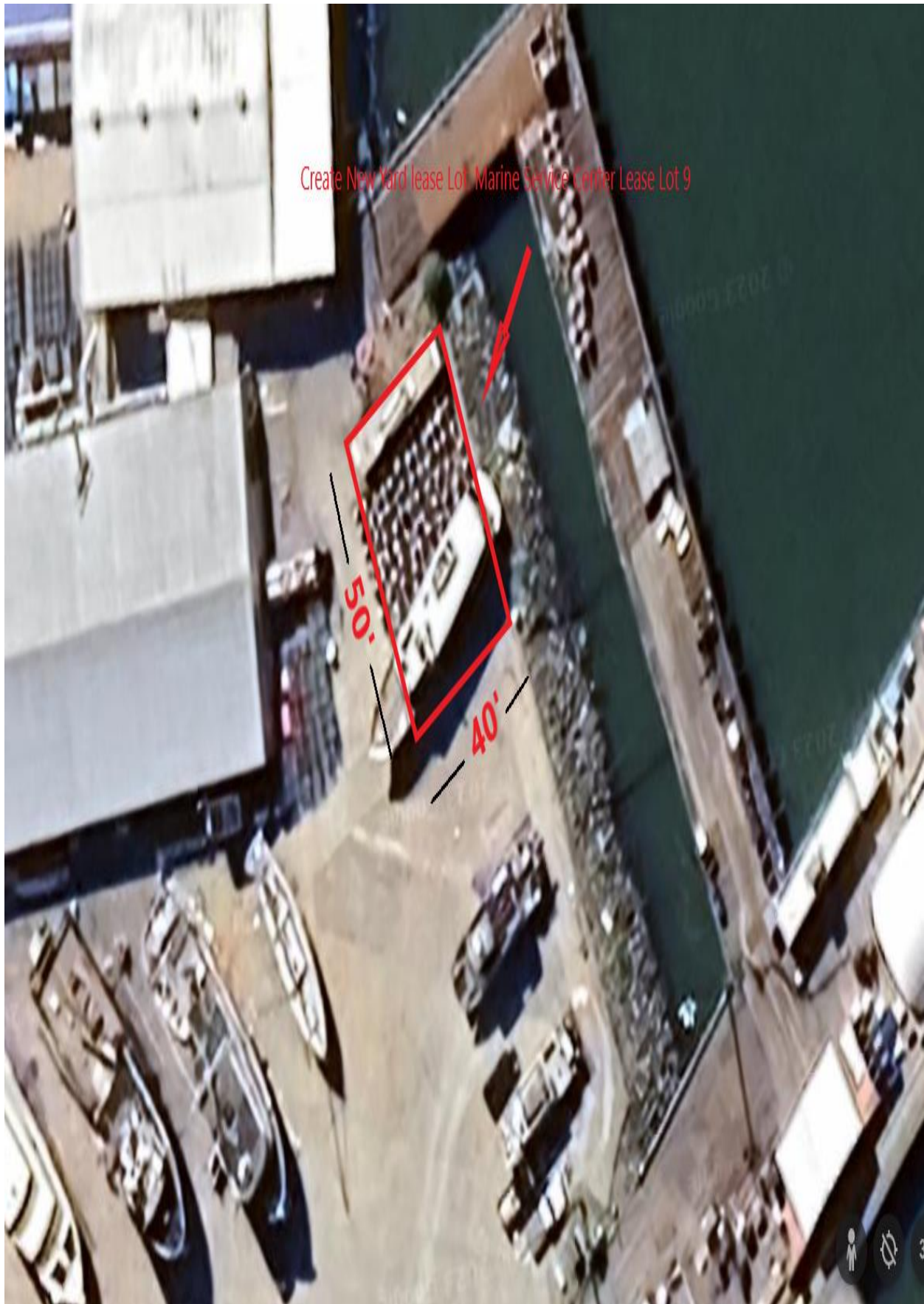
City of Wrangell Harbor Department,

Wrangell Boatshop LLC would like to lease a 40-foot by 50-foot space in the City of Wrangell Travel Lift yard for the purpose of putting in a shop space for working on vessels in the Marine Service Center Yard. The space would contain our woodworking equipment as well as provide us with a dry place to do small fiberglass repair and paint projects as needed. It would be ideal to have an area with a concrete pad and access to 220v electrical power. Please contact us if there's any further information we can provide.

Thank you,

A handwritten signature in black ink, appearing to read "Patrick A. Ellis". The signature is fluid and cursive, written over a light blue horizontal line.

Patrick A. Ellis
Wrangell Boatshop LLC



Create New Yard lease Lot Marine Service Center Lease Lot 9

50'

40'

**WRANGELL MARINE SERVICE CENTER (WMSC)
FACILITY LEASE AGREEMENT**

By Assignment, this Lease is entered into on _____ 2024, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and Patrick A. Ellis, dba Wrangell Boatshop LLC, (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect from the date above until the 30th day of June 2027.

2. LEASED PROPERTY

The property subject to this Lease is described as: Yard Lot #9 40’ x 50’ (2,000 sq. ft.).

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of putting in a shop space for working on vessels in the Marine Service Center Yard.

Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

4. CONDITIONS OF LEASING

A. Lease payments shall 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2024 (July 1, 2023 – June 30, 2024) and shall increase at a rate of 2% each FY thereafter as follows:

July 1, 2022 – June 30, 2023	NA	each month
July 1, 2023 – June 30, 2024	\$212.16	each month
July 1, 2024 – June 30, 2025	\$216.40	each month
July 1, 2025 – June 30, 2026	\$220.73	each month
July 1, 2026 – June 30, 2027	\$225.15	each month

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

D. Lessee acknowledges Lessor is in the process of determining new Marine Service Center insurance requirements and the lease will be amended during the current term to comply with new standards.

5. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The Lessor retains the right to renegotiate the terms and conditions, including lease payments, of this Lease for each renewal term.

6. OPERATION AND MAINTENANCE

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, except for events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

7. INDEMNITY AND INSURANCE

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall always maintain and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said

policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted doing business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than **\$1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Steve Miller, Port & Harbor Director, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

8. ENVIRONMENTAL INDEMNITY

- A. Lessee acknowledges and agrees that environmental contamination may exist on or

adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

9. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

10. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

12. LESSOR'S RIGHTS UNDER THIS LEASE

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

13. GOVERNING LAW

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

14. DEFAULT

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

15. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

16. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: Wrangell Boatshop LLC
Patrick A. Ellis
PO Box 990
Wrangell, AK 99929

Lessor: City and Borough of Wrangell
P.O. Box 531, Wrangell, AK 99929

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of Lessor and the other party.

B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: _____, 2024

**City and Borough of Wrangell, Alaska
Lessor**

By: Patricia Gilbert, Borough Mayor By: Mason Villarma, Interim Borough Manager

Patricia Gilbert
Borough Mayor

Mason Villarma
Interim Borough Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by **Patricia Gilbert & Mason Villarma**, Borough Mayor & Interim Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____

Date: _____, 2024

Patrick A. Ellis of:
Wrangell Boatshop LLC
Lessee

By _____
Name:

Title:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by

_____.

Notary Public for _____
Commission expires: _____

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	13

Approval to change the Board of Equalization Meeting date from May 6, 2024, to May 13, 2024

SUBMITTED BY:

Robbie Marshall, Accounting Generalist

FISCAL NOTE:

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

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: None.

RECOMMENDATION MOTION:

Move to approve rescheduling the annual Board of Equalization meeting from May 6, 2024 to May 13, 2024, as requested by the Borough Assessor.

SUMMARY STATEMENT:

Per WMC 5.04.140, the Board of Equalization meetings shall be held on the first Monday, following the first Thursday in may and continue each day thereafter until its scheduled business is completed.

The Assembly may reschedule the meeting if requested by the Borough Assessor.

New this year – we have created and published a Property Tax Timeline for residents to see when the deadlines are for property taxes. We are trying to be proactive and help residents and we believe that this timeline accomplishes that goal.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	13

Approval to send Harbor Accounts Receivable Delinquent Accounts to Collections

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	74000 000 1201	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: Res 01-24-1838, Exhibit H-AR

RECOMMENDATION MOTION:
Move to approve sending the Harbor Accounts Receivable Delinquent Accounts to Collections.

SUMMARY STATEMENT:

The Borough is seeking to write-off and send delinquent harbor accounts receivable balances to collections. Many of the accounts considered for collections below are old accounts where service has been suspended indefinitely. If said accounts are not paid in full, Borough Administration is proposing to send the accounts shown in Exhibit H-UR to collections at 4pm on Thursday, February 29th. Additionally, the Borough will be posting the names and amounts of delinquency in the Wrangell Sentinel.

Aged Accounts Receivable

Item e.

Wrangell Ports & Harbors

Sum of highlighted accounts = \$37,468.04

Sorted By Full Name Current Period

Due	Name	Current	>30 Days	>60 Days	>90 Days	>120 Days
\$575.51	7998 Abrahamson, Jon	\$386.51	\$189.00	\$0.00	\$0.00	\$0.00
\$464.23	8160 Alaska Dream Cruises	\$464.23	\$0.00	\$0.00	\$0.00	\$0.00
-\$0.02	5770 Alaska Legacy Charters	-\$0.02	\$0.00	\$0.00	\$0.00	\$0.00
\$8,749.19	2393 Alaska Marine Lines	\$8,749.19	\$0.00	\$0.00	\$0.00	\$0.00
\$2,588.96	9066 Allen, William	\$483.60	\$236.53	\$233.07	\$230.66	\$1,405.10
\$52.26	9423 Amber, Craig	\$52.26	\$0.00	\$0.00	\$0.00	\$0.00
\$638.51	8266 Anderson, Jeff	\$18.47	\$9.03	\$9.03	\$601.98	\$0.00
\$334.18	1417 Angerman, Mercedes	\$334.18	\$0.00	\$0.00	\$0.00	\$0.00
\$3,097.64	9403 Aritan, Basri	\$2,183.92	\$913.72	\$0.00	\$0.00	\$0.00
\$606.14	7062 BANGS, TRAVIS	\$606.14	\$0.00	\$0.00	\$0.00	\$0.00
\$3,283.54	8305 Barker, Justin	\$0.00	\$0.00	\$0.00	\$0.00	\$3,283.54
\$1,586.15	7789 Barnes, Michael	\$45.87	\$22.44	\$22.09	\$23.09	\$1,472.66
\$103.06	7270 Bartlett, David	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
\$339.40	1749 Benjamin, Bryant	\$339.40	\$0.00	\$0.00	\$0.00	\$0.00
\$1,232.80	8414 Berglund, Hilary & Eric	\$35.66	\$17.44	\$17.17	\$18.17	\$1,144.36
\$700.32	8376 Blenz, John	\$700.32	\$0.00	\$0.00	\$0.00	\$0.00
\$534.45	9242 BLM - Kurt Huhta	\$534.45	\$0.00	\$0.00	\$0.00	\$0.00
\$2,133.86	8180 Botsford, Tristan	\$501.72	\$245.76	\$242.17	\$239.63	\$904.58
-\$55.55	1829 Breakaway Adventures	-\$55.55	\$0.00	\$0.00	\$0.00	\$0.00
\$29.96	1356 Bunes Brothers	\$29.96	\$0.00	\$0.00	\$0.00	\$0.00
\$183.10	8945 Carlstrom, Thomas	\$183.10	\$0.00	\$0.00	\$0.00	\$0.00
\$1,586.15	8756 Cook, Lorne	\$45.87	\$49.19	\$22.09	\$23.09	\$1,445.91
-\$1.50	8930 Cooper, Brian	-\$1.50	\$0.00	\$0.00	\$0.00	\$0.00
-\$504.03	8248 CTT Marine	-\$504.03	\$0.00	\$0.00	\$0.00	\$0.00
\$469.94	8425 Culbert, Clay	\$469.94	\$0.00	\$0.00	\$0.00	\$0.00
\$1,621.92	8432 Currall, Timothy	\$1,621.92	\$0.00	\$0.00	\$0.00	\$0.00
-\$103.06	8429 Curtis, Tony	-\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
-\$100.00	7548 Cvetich, John	-\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,124.42	8361 Dangerous Water Adventures	\$32.52	\$15.90	\$15.77	\$522.07	\$538.16
\$594.66	6191 Davidson, Leona & Greg	\$26.06	\$568.60	\$0.00	\$0.00	\$0.00
\$392.93	5560 DAVIES, WINSTON J.	\$392.93	\$0.00	\$0.00	\$0.00	\$0.00
-\$231.12	3875 Decker, Gig	-\$231.12	\$0.00	\$0.00	\$0.00	\$0.00
\$305.46	8943 Delong, Jed	\$305.46	\$0.00	\$0.00	\$0.00	\$0.00
\$1,640.65	9027 Dietrich, Orlo	\$1,640.65	\$0.00	\$0.00	\$0.00	\$0.00
\$760.94	8398 Dillon, Dennis	\$405.19	\$179.20	\$176.55	\$0.00	\$0.00
\$87.22	1686 Doak, Dan	\$87.22	\$0.00	\$0.00	\$0.00	\$0.00
\$495.20	9063 Dorman, Josh	\$495.20	\$0.00	\$0.00	\$0.00	\$0.00
\$3,795.61	8939 Duncan, Elmer	\$0.00	\$0.00	\$0.00	\$0.00	\$3,795.61
\$1,606.81	9409 Durgan, Ron	\$1,606.81	\$0.00	\$0.00	\$0.00	\$0.00
\$191.52	8204 Dyer, Jack	\$5.54	\$2.71	\$2.67	\$91.47	\$89.13
\$676.34	7612 Easterly, Darren	\$34.00	\$18.03	\$22.20	\$116.07	\$486.04
\$6,537.22	2703 Easterly, Wayne	\$1,230.54	\$102.55	\$101.06	\$217.14	\$4,885.93
\$221.92	8116 Enviro-Tech Diving	\$221.92	\$0.00	\$0.00	\$0.00	\$0.00
-\$5.21	8959 F/V Erika AnnInc.	-\$5.21	\$0.00	\$0.00	\$0.00	\$0.00
\$7,388.36	9012 Far West Vessels	\$2,233.43	\$1,120.41	\$1,104.50	\$2,930.02	\$0.00
\$1,806.61	8558 Fathom Seafood	\$1,806.61	\$0.00	\$0.00	\$0.00	\$0.00
\$103.06	8159 Fisher, Allan	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
\$281.97	6699 Flickinger, Dan	\$281.97	\$0.00	\$0.00	\$0.00	\$0.00
\$539.97	5683 Forrest, Steve	\$15.72	\$524.25	\$0.00	\$0.00	\$0.00

Aged Accounts Receivable

Item e.

Wrangell Ports & Harbors

Sorted By Full Name Current Period

Due	Name	Current	>30 Days	>60 Days	>90 Days	>120 Days
\$140.40	8308 Frank, Alan	\$4.08	\$136.32	\$0.00	\$0.00	\$0.00
\$287.19	8763 Franklin, William & Beth	\$287.19	\$0.00	\$0.00	\$0.00	\$0.00
\$258.47	9331 Furney, Bob	\$258.47	\$0.00	\$0.00	\$0.00	\$0.00
\$29.96	7381 Gablehouse, Graham	\$29.96	\$0.00	\$0.00	\$0.00	\$0.00
\$328.96	7717 Garbisch, Tyler	\$328.96	\$0.00	\$0.00	\$0.00	\$0.00
\$851.82	7445 Garrison, John	\$567.96	\$283.86	\$0.00	\$0.00	\$0.00
-\$866.25	7778 GERALD, DARIAN & ERIC	-\$866.25	\$0.00	\$0.00	\$0.00	\$0.00
\$2,155.23	5437 GERARD, STEVE	\$629.45	\$307.76	\$310.65	\$307.11	\$600.26
-\$86.62	9002 Glenn, Sterling	-\$86.62	\$0.00	\$0.00	\$0.00	\$0.00
-\$171.99	5001 Golds, Dan	-\$171.99	\$0.00	\$0.00	\$0.00	\$0.00
\$103.06	6316 Goodrich, David	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
\$1,523.00	6847 Gore, Matthew	\$44.04	\$21.54	\$21.21	\$22.21	\$1,414.00
\$735.48	8301 Grey, Russell	\$21.27	\$10.40	\$10.24	\$11.07	\$682.50
\$1,679.40	6785 Gross, Jared	\$48.57	\$23.76	\$23.39	\$24.39	\$1,559.29
\$119.02	8777 Guggenbickler, Trevor	\$3.44	\$1.68	\$1.64	\$2.61	\$109.65
-\$100.00	9420 Hagan, Patrick	-\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
\$934.61	1385 Hay, Chuck	\$61.96	\$48.15	\$47.43	\$48.43	\$728.64
\$182.27	1995 Hayes, Rob	\$93.14	\$89.13	\$0.00	\$0.00	\$0.00
\$322.40	6436 HEITMAN, SCOTT	\$322.40	\$0.00	\$0.00	\$0.00	\$0.00
\$1,012.84	6985 Hergert, Doug	\$36.03	\$21.29	\$25.99	\$26.99	\$902.54
-\$273.00	8034 Holland America Group	-\$273.00	\$0.00	\$0.00	\$0.00	\$0.00
\$278.36	9407 Houser, Benjamin	\$278.36	\$0.00	\$0.00	\$0.00	\$0.00
\$2,571.12	8063 Jenkins Welding	\$1,290.33	\$645.16	\$635.63	\$0.00	\$0.00
\$692.08	1270 Jenkins, James	\$20.02	\$9.68	\$17.18	\$0.00	\$645.20
\$735.77	8148 Jenkins, Josh	\$105.58	\$72.27	\$15.63	\$0.00	\$542.29
\$213.65	8399 Johnson, Robert	\$108.79	\$104.86	\$0.00	\$0.00	\$0.00
-\$3,899.96	7706 Jones, Loreto	-\$3,899.96	\$0.00	\$0.00	\$0.00	\$0.00
\$378.20	7977 Keller Marine Repair, LLC	\$378.20	\$0.00	\$0.00	\$0.00	\$0.00
\$176.69	6173 Kilpatrick, Mike	\$176.69	\$0.00	\$0.00	\$0.00	\$0.00
\$66.95	8011 Klepser, David	\$66.95	\$0.00	\$0.00	\$0.00	\$0.00
\$2,875.72	1582 Knecht, Bill	\$2,875.72	\$0.00	\$0.00	\$0.00	\$0.00
-\$76.34	8062 Kvale, Jack	-\$76.34	\$0.00	\$0.00	\$0.00	\$0.00
\$103.06	5331 Larsen, Chris	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
\$5,126.04	6907 LINDSEY, PATRICK -	\$148.25	\$72.51	\$71.44	\$71.38	\$4,762.46
-\$210.33	8808 Lopata, Stanley	-\$210.33	\$0.00	\$0.00	\$0.00	\$0.00
\$42.76	1623 Lukinich, Rusty	\$42.76	\$0.00	\$0.00	\$0.00	\$0.00
\$1,405.52	8863 Marine Lender Services	\$1,405.52	\$0.00	\$0.00	\$0.00	\$0.00
\$1,101.19	8334 Marine Lenders Services/ Lady Gudny	\$1,101.19	\$0.00	\$0.00	\$0.00	\$0.00
\$430.13	9389 Marsh, Tomi	\$430.13	\$0.00	\$0.00	\$0.00	\$0.00
\$125.83	8199 Martin, Chris	\$125.83	\$0.00	\$0.00	\$0.00	\$0.00
\$182.76	5438 MARTIN, JOHN	\$182.76	\$0.00	\$0.00	\$0.00	\$0.00
\$641.74	9033 Maxey, John	\$641.74	\$0.00	\$0.00	\$0.00	\$0.00
-\$667.00	8079 McDaniel, Lee	-\$667.00	\$0.00	\$0.00	\$0.00	\$0.00
\$3,641.75	8285 McFadyen, Chris	\$3,641.75	\$0.00	\$0.00	\$0.00	\$0.00
-\$56.82	8419 McGrath, Bennett	-\$56.82	\$0.00	\$0.00	\$0.00	\$0.00
\$254.48	6979 McMurren, Chris	\$254.48	\$0.00	\$0.00	\$0.00	\$0.00
\$576.59	1676 Meissner, Michelle	\$16.68	\$8.16	\$8.02	\$8.97	\$534.76
\$739.86	8969 Meschnark, Amy	\$21.40	\$10.47	\$10.30	\$11.30	\$686.39

Aged Accounts Receivable

Item e.

Wrangell Ports & Harbors

Sorted By Full Name Current Period

Due	Name	Current	>30 Days	>60 Days	>90 Days	>120 Days
\$3,120.40	8058 Metal Head Marine LLC	\$1,947.68	\$908.04	\$264.68	\$0.00	\$0.00
\$103.06	8860 Miles, Britton & Reva	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
\$2,479.31	7699 Miller, Dawson	\$72.22	\$2,407.09	\$0.00	\$0.00	\$0.00
\$240.70	8711 Miller, Devon	\$13.79	\$226.91	\$0.00	\$0.00	\$0.00
\$4,501.66	7896 Mundt, Corey	\$1,288.92	\$649.35	\$648.78	\$790.14	\$1,124.47
-\$514.46	7933 Nelson, Jim	-\$514.46	\$0.00	\$0.00	\$0.00	\$0.00
\$477.55	8347 Nestle, Kevin	\$13.81	\$6.85	\$7.39	\$8.26	\$441.24
\$262.51	9191 Nurco, Michael	\$262.51	\$0.00	\$0.00	\$0.00	\$0.00
-\$0.50	8335 Otto, George	-\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
\$2,470.51	9422 Outfit Alaska	\$2,470.51	\$0.00	\$0.00	\$0.00	\$0.00
-\$0.12	8129 Packard, Richard	-\$0.12	\$0.00	\$0.00	\$0.00	\$0.00
\$481.34	8387 Padgett, Logan	\$174.79	\$28.50	\$278.05	\$0.00	\$0.00
\$2,183.66	8619 Parker, Bruce	\$2,183.66	\$0.00	\$0.00	\$0.00	\$0.00
\$83.89	6722 PETERSON, KIM	\$83.89	\$0.00	\$0.00	\$0.00	\$0.00
\$212.44	8672 Phillips, Pete	\$6.14	\$3.00	\$3.00	\$200.30	\$0.00
\$1,406.62	5669 Phillips, R. Scott	\$318.74	\$555.81	\$248.02	\$226.85	\$57.20
\$189.00	7990 Phillips, Vern	\$189.00	\$0.00	\$0.00	\$0.00	\$0.00
\$200.82	7986 Powell, David	\$200.82	\$0.00	\$0.00	\$0.00	\$0.00
\$9.76	3336 Powell, Jon	\$9.76	\$0.00	\$0.00	\$0.00	\$0.00
\$106.49	8052 PT.Baker Trading Post	\$27.67	\$25.94	\$1.00	\$2.00	\$49.88
\$103.06	8748 Robinson, Lucy	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
-\$49.04	8008 Roher, Donald	-\$49.04	\$0.00	\$0.00	\$0.00	\$0.00
\$355.24	7528 Roland, Tom	\$24.94	\$330.30	\$0.00	\$0.00	\$0.00
\$903.18	7914 Romane, Lee	\$488.35	\$414.83	\$0.00	\$0.00	\$0.00
-\$6.90	8040 Rue, David & Kaye	-\$6.90	\$0.00	\$0.00	\$0.00	\$0.00
-\$163.00	8167 Sackmann, Steven	-\$163.00	\$0.00	\$0.00	\$0.00	\$0.00
\$7,330.14	3829 Samson	\$7,330.14	\$0.00	\$0.00	\$0.00	\$0.00
-\$0.26	9235 Schenenback, Ron	-\$0.26	\$0.00	\$0.00	\$0.00	\$0.00
-\$10,593.12	5574 SEARHC attn: Accounts Payable	-\$10,593.12	\$0.00	\$0.00	\$0.00	\$0.00
\$103.06	8423 Sedgemore, Jeff	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
\$103.06	9069 Sedgemore, Sarah	\$103.06	\$0.00	\$0.00	\$0.00	\$0.00
-\$7.39	9200 Sellars, Chris	-\$7.39	\$0.00	\$0.00	\$0.00	\$0.00
\$474.00	4359 Shipley, Marie	\$22.33	\$15.30	\$16.53	\$17.53	\$402.31
-\$2.00	9049 Short, Joe	-\$2.00	\$0.00	\$0.00	\$0.00	\$0.00
-\$206.03	8173 Slanaker, Clark	-\$206.03	\$0.00	\$0.00	\$0.00	\$0.00
\$1,280.34	5509 SMITH, DANIEL	\$841.73	\$438.61	\$0.00	\$0.00	\$0.00
\$60.99	5898 Smith, Tanner	\$60.99	\$0.00	\$0.00	\$0.00	\$0.00
\$333.84	7312 Sorric, Don	\$333.84	\$0.00	\$0.00	\$0.00	\$0.00
-\$0.01	8761 South Lagoon Point Holdings LLC	-\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
-\$28.56	9396 Sperl, Donald	-\$28.56	\$0.00	\$0.00	\$0.00	\$0.00
-\$36.74	8042 Stearns, Nathan	-\$36.74	\$0.00	\$0.00	\$0.00	\$0.00
\$2,998.39	1588 Stevens, Mark	\$271.39	\$132.74	\$130.76	\$37.36	\$2,426.14
\$793.00	6252 Stoican, George	\$793.00	\$0.00	\$0.00	\$0.00	\$0.00
\$278.57	8923 Stough, Rodell & James	\$8.06	\$3.94	\$3.87	\$4.80	\$257.90
-\$175.49	1033 Stuart, Walter	-\$175.49	\$0.00	\$0.00	\$0.00	\$0.00
\$2,189.11	3589 Superior Marine SVC	\$2,189.11	\$0.00	\$0.00	\$0.00	\$0.00
\$548.86	1487 Sweat, Lindsay	\$15.87	\$7.49	\$498.51	\$26.99	\$0.00
-\$866.25	7940 Taylor, John	-\$866.25	\$0.00	\$0.00	\$0.00	\$0.00
\$1,388.86	3921 Taylor, Zach	\$1,388.86	\$0.00	\$0.00	\$0.00	\$0.00

Aged Accounts Receivable

Item e.

Wrangell Ports & Harbors

Sorted By Full Name Current Period

Due	Name	Current	>30 Days	>60 Days	>90 Days	>120 Days
\$330.95	5697 Tewalt, Dale	\$330.95	\$0.00	\$0.00	\$0.00	\$0.00
-\$471.84	6844 THOMPSON, DANIEL	-\$471.84	\$0.00	\$0.00	\$0.00	\$0.00
\$133.02	7708 Thompson, James	\$133.02	\$0.00	\$0.00	\$0.00	\$0.00
\$1,779.88	8112 Thompson, Tyler	\$1,779.88	\$0.00	\$0.00	\$0.00	\$0.00
\$388.54	8802 Tonsgard, William	\$388.54	\$0.00	\$0.00	\$0.00	\$0.00
\$3,623.27	9426 Trevino, Jesse	\$3,623.27	\$0.00	\$0.00	\$0.00	\$0.00
\$648.94	8038 Trident Seafoods	\$648.94	\$0.00	\$0.00	\$0.00	\$0.00
\$418.27	8968 Van Lue, Joseph	\$418.27	\$0.00	\$0.00	\$0.00	\$0.00
\$1,177.45	1524 Wagner, Charles	\$34.05	\$16.66	\$16.39	\$17.39	\$1,092.96
\$206.12	7271 Wakefield, Bill	\$206.12	\$0.00	\$0.00	\$0.00	\$0.00
\$1,539.54	8344 Watts, Johathan	\$44.53	\$21.78	\$21.44	\$22.44	\$1,429.35
-\$77.03	8395 Welch, Todd	-\$77.03	\$0.00	\$0.00	\$0.00	\$0.00
\$1,069.56	7414 Wells, Jonathan	\$1,069.56	\$0.00	\$0.00	\$0.00	\$0.00
\$236.26	5986 White, Todd	\$236.26	\$0.00	\$0.00	\$0.00	\$0.00
\$457.10	6057 Wickman, Tom	\$457.10	\$0.00	\$0.00	\$0.00	\$0.00
\$1,599.86	9010 Woodward, Harry	\$1,599.86	\$0.00	\$0.00	\$0.00	\$0.00
-\$388.03	3781 Woodward, Les	-\$388.03	\$0.00	\$0.00	\$0.00	\$0.00
-\$1,840.16	6346 WRANGELL BOATSHOP	-\$1,840.16	\$0.00	\$0.00	\$0.00	\$0.00
\$195.81	9301 Wrangell IGA	\$195.81	\$0.00	\$0.00	\$0.00	\$0.00
\$1,979.35	9052 Wrucke, Mark	\$762.49	\$1,216.86	\$0.00	\$0.00	\$0.00
\$392.74	8905 Younce, Joe & Billie	\$392.74	\$0.00	\$0.00	\$0.00	\$0.00
\$983.22	7119 Young, Brett	\$40.94	\$24.91	\$27.03	\$28.03	\$862.31
\$96.71	9113 Zarro, Alberto	\$2.80	\$1.37	\$1.33	\$2.30	\$88.91
\$124,680.78		\$58,044.93	\$13,518.04	\$5,333.90	\$6,932.24	\$40,851.67

Total Debits: **\$147,516.51**

Total Credits: **-\$22,835.73**

Count: 169

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	January 23, 2024
	<u>Agenda Section</u>	13

Approval to send Utility Accounts Receivable Delinquent Accounts to Collections

SUBMITTED BY:

Mason Villarma, Interim Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 20: \$	FY 21: \$	FY22: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	70000 000 1240 00 00000	
Account Name(s):		
	Utilities Receivable	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: Res 01-24-1838, Exhibit U-AR

RECOMMENDATION MOTION:
Move to approve sending the Utility Accounts Receivable Delinquent Accounts to Collections.

SUMMARY STATEMENT:

The Borough is seeking to write-off and send delinquent utility accounts receivable balances to collections. Many of the accounts considered for collections below are old accounts where service has been suspended indefinitely. If said accounts are not paid in full, Borough Administration is proposing to send the accounts shown in Exhibit A to collections at 4pm on Thursday, February 29th. Additionally, the Borough will be posting the names and amounts of delinquency in the Wrangell Sentinel.

Account #	Name	Current	30-60	60-90	90-120	120+	Balance	Column1
12058-21	Adrian J D Martin	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$45.53	\$47.05
11621-11	Andrew J Zeutzius	\$4.69	\$5.79	\$17.15	\$17.15	\$613.12	\$657.90	
10649-01	August Schultz Jr	\$0.23	\$0.23	\$0.23	\$0.23	\$27.38	\$28.30	
10462-35	Barry J Oyler	\$3.02	\$3.02	\$3.02	\$3.02	\$385.77	\$397.85	
12353-22	Benjamin Sims	\$0.37	\$42.02	\$0.00	\$0.00	\$0.00	\$42.39	
11015-11	Bill Rue	\$7.37	\$26.46	\$58.27	\$212.90	\$568.79	\$873.79	
12403-09	Bob Coddington	\$1.05	\$1.05	\$1.05	\$1.05	\$145.32	\$149.52	
11018-12	Caleah Gadd	\$4.63	\$4.63	\$4.63	\$4.63	\$569.02	\$587.54	
10360-27	Calvyn F Ambrose	\$5.32	\$5.32	\$5.32	\$5.32	\$627.49	\$648.77	
11681-14	Cary Emens	\$6.15	\$6.15	\$6.15	\$6.15	\$797.07	\$821.67	
12458-05	Cary Emens	\$1.95	\$11.50	\$11.41	\$11.33	\$207.89	\$244.08	
10940-09	Chris L Smith	\$2.00	\$2.00	\$2.00	\$2.00	\$247.77	\$255.77	
10325-31	Christiana R Loomis	\$4.09	\$4.09	\$5.83	\$185.99	\$284.32	\$484.32	
10247-05	Colleen R Rincon	\$5.87	\$5.87	\$5.87	\$5.87	\$695.68	\$719.16	
11592-42	Connor M Richter	\$3.20	\$3.20	\$3.20	\$3.20	\$428.19	\$440.99	
10361-39	Cory M Goicoechea	\$2.62	\$2.62	\$4.33	\$184.84	\$114.09	\$308.50	
11446-01	Daniel Griffis	\$6.83	\$6.83	\$6.83	\$6.83	\$837.90	\$865.22	
12343-11	Darryl J Bartlett	\$2.56	\$22.38	\$2.38	\$2.38	\$301.07	\$330.77	
12360-09	David M Saunders	\$13.35	\$13.35	\$13.35	\$13.35	\$1,609.72	\$1,663.12	
10196-17	Debrah D Johnson	\$6.24	\$6.24	\$6.24	\$6.24	\$804.00	\$828.96	
10247-03	Diane R Mickey	\$1.42	\$1.42	\$1.42	\$1.42	\$180.30	\$185.98	
10368-25	Dominique O'Connor	\$5.96	\$5.96	\$5.96	\$10.34	\$718.96	\$747.18	
12353-21	Donald C Templin	\$0.28	\$0.28	\$0.28	\$0.28	\$36.14	\$37.26	
12361-12	Elizabeth Cabot	\$3.99	\$3.99	\$3.99	\$3.99	\$365.54	\$381.50	
14073-06	Elmer G Duncan	\$1.44	\$1.44	\$1.44	\$1.44	\$172.12	\$177.88	
13896-03	Hilary C Berglund	\$0.80	\$0.80	\$0.80	\$0.80	\$115.84	\$119.04	
14079-04	Hilary C Berglund	\$0.37	\$0.37	\$0.37	\$0.37	\$59.13	\$60.61	
14270-01	Hunter Gaylord	\$0.13	\$0.13	\$0.13	\$0.13	\$17.71	\$18.23	
10323-12	Jacob O Hale	\$1.04	\$1.04	\$1.04	\$1.04	\$127.48	\$131.64	
13177-02	Jannette G Anderson	\$2.01	\$2.01	\$2.01	\$2.01	\$254.86	\$262.90	
12018-11	Jason Devyn Mathieu	\$2.58	\$88.31	\$0.00	\$0.00	\$0.00	\$90.89	
12141-04	Jennifer D Ridgeway	\$0.20	\$0.20	\$0.20	\$22.39	\$0.00	\$22.99	
11770-01	Johanna Joseph/Estate	\$2.79	\$2.79	\$2.79	\$2.79	\$346.37	\$357.53	
12327-13	Jonathan E Watts	\$0.78	\$0.78	\$0.78	\$0.78	\$127.63	\$130.75	
12327-14	Justin S Crandall	\$6.30	\$6.30	\$6.30	\$6.30	\$753.49	\$778.69	
12080-23	Kelly Foster	\$0.58	\$0.58	\$0.58	\$0.58	\$82.77	\$85.09	
14013-06	Kevin Nestle	\$1.42	\$1.42	\$1.42	\$1.42	\$177.73	\$183.41	
11622-06	Lonny Delong	\$4.99	\$4.99	\$4.99	\$4.99	\$794.36	\$814.32	
13162-24	Lonny Delong	\$2.04	\$2.04	\$2.04	\$2.04	\$272.76	\$280.92	
10930-08	Lorraine Allen	\$15.24	\$15.24	\$15.24	\$15.24	\$1,774.99	\$1,835.95	
10642-25	Mathew Gillen	\$9.90	\$29.72	\$9.72	\$9.72	\$1,166.50	\$1,225.56	
10450-41	Matthew W Lemma	\$4.04	\$4.04	\$4.04	\$4.04	\$519.55	\$535.71	
10195-11	Monica Tennant-Miller	\$0.89	\$0.89	\$0.89	\$0.89	\$117.01	\$120.57	
10461-38	Nels J Larsen	\$0.76	\$0.76	\$0.76	\$0.76	\$93.35	\$96.39	
11005-10	Nicholas D Lewis	\$7.64	\$7.64	\$7.64	\$7.64	\$999.55	\$1,030.11	
11012-06	Nicholas Howell	\$0.23	\$0.23	\$0.23	\$0.23	\$26.39	\$27.31	
11012-07	Nicholas Howell	\$1.53	\$1.53	\$1.53	\$13.08	\$164.00	\$181.67	
10464-26	Pamela Oglend	\$15.09	\$15.09	\$15.09	\$15.09	\$1,987.39	\$2,047.75	
10124-03	Paula Keith	\$2.91	\$2.91	\$2.91	\$2.91	\$378.07	\$389.71	
12018-10	Reginald K Williams	\$2.41	\$2.41	\$2.41	\$2.41	\$280.97	\$290.61	
10140-13	Rick Van Evey	\$1.21	\$1.21	\$1.21	\$1.21	\$151.75	\$156.59	
10049-03	Robert Goodman	\$0.54	\$0.54	\$0.54	\$0.54	\$69.00	\$71.16	
11432-03	Robert Goodman	\$3.06	\$3.06	\$3.06	\$3.06	\$392.92	\$405.16	
10464-28	Sherry A Barcelo	\$6.07	\$6.07	\$6.07	\$6.07	\$737.09	\$761.37	
12085-28	Spencer Boakes	\$1.43	\$1.43	\$1.43	\$1.43	\$205.15	\$210.87	
13323-08	Steven R Steinbrueck	\$4.78	\$4.78	\$4.78	\$4.78	\$622.06	\$641.18	
11738-04	The Cedar House Inn	\$0.46	\$0.46	\$0.46	\$0.46	\$122.86	\$124.70	
13178-25	Theresa Marie Notley	\$8.06	\$9.16	\$9.16	\$9.16	\$957.75	\$993.29	
10461-41	Thomas Krages	\$1.10	\$1.10	\$1.10	\$1.10	\$130.59	\$134.99	
14260-01	Vertical Bridge Development LLC	\$1.74	\$1.74	\$1.74	\$1.74	\$215.78	\$222.74	
10145-08	Victoria Garcia	\$1.44	\$7.77	\$158.01	\$0.00	\$0.00	\$167.22	