



City and Borough of Wrangell  
Work Session & Borough Assembly Meeting  
AGENDA

Tuesday, October 12, 2021

Location: Borough Assembly Chambers

Work Session from 6:00 to 7:00 PM / Regular Meeting at 7:00 PM

**This Work Session will be held in person. Face coverings are required at all times. If you cannot wear a face mask, face shields will be provided upon entering City Hall.**

**WORK SESSION** (6:00 PM)

a. Work Session: Borough Finances (Financial Update & Report)

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. CEREMONIAL MATTERS

i. Certificate of Service for Patricia Gilbert (School Board)

**2. ROLL CALL**

**3. PERSONS TO BE HEARD - *Section WMC 3.05.040 (C) states that: The chair may call to order any person who is breaching the peace or being disorderly by speaking without recognition, engaging in booing or catcalls, speaking vulgarities, name calling, personal attacks, or engaging in other conduct which is determined by the chair to be disruptive of the meeting. Any person so disrupting a meeting of the assembly may be removed and barred from further attendance at the meeting unless permission to return or remain is granted by a majority vote of the assembly.***

a. Public Correspondence from Zach Taylor (re: CDBG Grant PH 9-28-2021)

b. Public Correspondence from Greg Wood (re: CDBG Grant PH 9-28-2021)

c. Public Correspondence from Jim Colier (re: CDBG Grant PH 9-28-2021)

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

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

a. Minutes of the Special Assembly meeting held September 27, 2021

b. Minutes of the Regular Assembly meeting held September 28, 2021

c. Minutes of the Special Assembly meeting held October 1, 2021

d. Renewal of Marijuana Retail Store (Happy Cannabis) License Number 10200

**7. BOROUGH MANAGER'S REPORT**

a. Southeast Alaska Sustainable Strategy Update

b. Police Department Report for the Month of September 2021

## 8. BOROUGH CLERK'S FILE

- a. Borough Clerk's Report

## 9. MAYOR AND ASSEMBLY BUSINESS

## 10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. Annual Vice-Mayor Appointment
- b. Annual Investment Committee Appointments (2 Assembly Members)
- c. Annual Board and Committee Appointments

## 11. PUBLIC HEARING

- a. Request to vacate a portion of the Peninsula Street Right-of-Way adjacent to Lot A, P.C. Resubdivision, owned by Dave and Lilia Brown, zoned Single Family Residential

## 12. UNFINISHED BUSINESS

## 13. NEW BUSINESS

- a. Approval of a Tidelands Lease to Brian Herman, dba Canoe Lagoon Oysters, for a Portion of Tract D-1, ATS 1531, Parcel #03-007-498; Plat 99-8)
- b. **ORDINANCE No. 1013** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.09.010, DEFINITIONS, AND SECTION 5.09.015, EXCISE TAX ON MARIJUANA, IN TITLE 5, REVENUE AND FINANCE, OF THE WRANGELL MUNICIPAL CODE
- c. **RESOLUTION No. 10-21-1618** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
- d. **RESOLUTION No. 10-21-1619** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE SECURE RURAL SCHOOLS (SRS) FUND BY TRANSFERRING \$118,750 FROM SRS FUND RESERVES INTO THE SRS OPERATING BUDGET FOR TRANSFER TO THE HIGH SCHOOL/MIDDLE SCHOOL FIRE ALARM CAPITAL PROJECT ACCOUNT AND AUTHORIZING IS EXPENDITURE FOR LOCAL JMATCH FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR SAID PROJECT
- e. Approval of City and Borough of Wrangell Tideland Lease Annual 2021 Five-Year Reassessments
- f. Approval to Cancel the November 23, 2021, Regular Assembly Meeting and Hold Only One Regular Meeting on November 9, 2021
- g. Approval of Professional Services Agreement with Alaska Tactical Solutions in the Amount of \$2,500 for Phase I of Financial Process Assistance
- h. **RESOLUTION No. 10-21-1620** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE COVID INFORMATION GREETER TEMPORARY POSITION JOB DESCRIPTION
- i. Discussion Item: Redistricting

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

**15. EXECUTIVE SESSION**

**16. ADJOURNMENT**

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Work Session: Borough Finances (Financial Update & Report)

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**Amount Budgeted:**

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

**SUMMARY STATEMENT:**

Materials will be provided at the work session. Since the September 28<sup>th</sup> meeting when this work session was requested, the Finance Director has been in Petersburg and Juneau shadowing other Finance Directors and learning municipal finance processes and best practices. Work session materials will be finalized following the Director's return and will be presented to the Assembly on October 12<sup>th</sup>.



# ***CERTIFICATE OF SERVICE***

The City & Borough of Wrangell, Alaska  
Presents this Certificate of Service to:

**Patricia Gilbert**

for her service and dedication on the School Board  
***October 2019 to October 2021***

Stephen Prysunka, Borough Mayor

ATTEST: Kim Lane, MMC, Borough Clerk

Dated this 12th day of October 2021

Sept 28th, 2021

Mr. Mayor and Assembly Members,

I am writing with a few suggestions for the use of the funds allocated by the Community Development Block Grant. For those of you that do not know me well, I am the current manager of Taylor Transportation, which operates the local school buses, owner of Muddy Water Adventures, and former contractor with John Taylor and Sons, Inc.

I would like this money to be put back into the community for use in correctly fixing much of our current infrastructure. MUCH has been done in the recent past to upgrade or focus on new facilities and programs in the city, which is appreciated, but the things we use every day are crumbling around us.

Take a drive down 3rd St, 1st Ave, Case Ave, or through the Industrial Park. These roads, among others, are almost un-drivable in their current condition! These roads badly need to be re-done from the drainage system up; just re-surfacing them has not worked.

The current solution, especially on dirt roads, seems to be just dumping gravel in the potholes and driving over it a few times. This lasts for 1 rainy day before all the potholes are back, and the roads are just as bad. That is time and money wasted, repeatedly. The city has a nearly NEW road-grader; why isn't it being used for its designed purpose? The sentiment and rumor around town is that either the Public Works crew is either lazy, too busy, or they don't have enough people; I personally go with the latter. Can these funds be used for getting more full-time or temporary employees? If they don't have the personnel to get the job done, they let's get them some more bodies. If they are too busy elsewhere, then use these funds to sub-out the work to a local contractor. There are several in town with the machinery and skill to fix the roads as they should be.

The other item that sorely needs funding is general maintenance of the city buildings. I can tell you from my former work as a contractor, that maintenance is ALWAYS cheaper and easier in the long run than building new. Almost all our city buildings are somewhere between general disrepair, to literally falling down around us. Please save us all some money in the future by correctly fixing the issues these buildings have now; no more band-aids! This would be another opportunity to utilize the local contractor list. As I understand it, this list was created specifically so you would have a list of certified, licensed contractors at your disposal when the need arises. Use it.

Thank you all for you time and your continued service to our community.

Zachary Taylor  
606 Zimovia Hwy, Wrangell, AK  
907-305-0206

Hi Carol,

Thanks for reaching out on this. I have been thinking for some time that the log transfer facility at Pat's Creek Landing is worthy of consideration to improve marine access for launching boats from trailers. Launching a boat from current access to the beach at the northwest corner of the site is possible, but difficult due to the rough grade and steepness of the slope from the landing to the beach. Launching would be more feasible if the slope were more gradual and a cap of crushed rock installed. I believe an improvement could be made with a minimal amount of material and machine time. While not an expert, I believe a couple hundred yards of material and a day of machine time could accomplish the task. Permitting and jurisdiction would of course need looking into. If the idea fits CDBG criteria, I would appreciate you bringing up for consideration. I had also considered bringing this up to the RAK committee, but I'm lost on who has jurisdiction over the landing.

Regards, Greg Wood

**From:** [djcolier@aptalaska.net](mailto:djcolier@aptalaska.net)  
**To:** [Carol Rushmore](#)  
**Subject:** Community Development Proposal  
**Date:** Tuesday, September 28, 2021 3:27:05 PM

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In response to the Sentinel's call for citizen comments for tonight's public hearing (Sept 28, 2021) I strongly urge the City to use its funds to fix our existing roads.

We had 3.8 million dollars with the CARES Act of 2020, but we missed the opportunity to fix the roads by spending the money on a 4-wheel drive ambulance. Fixing our existing roads would benefit ALL of our vehicles, both City and private, which includes meter readers, police vehicles, and fire trucks. As far as developing new institutes, and putting in new roads, that's fine, but we should take care of our existing roads first.

Sincerely,

Jim Colier, Hemlock Avenue

**Minutes of Special Assembly Meeting**  
**Held on September 27, 2021**

Mayor Prysunka called the Special Assembly meeting to order at 6:00 p.m., September 27, 2021, held in the Borough Assembly Chambers

PRESENT: PRYSUNKA, HOWE, DALRYMPLE, GILBERT, MORRISON, POWELL

ABSENT: COURSON

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE – None.

CONFLICT OF INTEREST – None.

NEW BUSINESS

**5a** Executive Session: To continue the review of the Borough Manager's performance evaluation

***M/S: Gilbert/Morrison moved to Pursuant to AS 44.62.310(c)(1)(b), I Move to go into Executive Session to continue the review of the Borough Manager's Performance Evaluation. Motion approved unanimously by polled vote.***

Special Assembly meeting recessed at 6:03 p.m.  
Special Assembly meeting reconvened at 8:02 p.m.

Prysunka stated that there was no action to be taken and that no action was taken in Executive Session.

Special Assembly meeting adjourned at 8:02 p.m.

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

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

## Minutes of Regular Assembly Meeting

**Held on September 28, 2021**

Mayor Prysunka called the Regular Assembly meeting to order at 7:00 p.m., September 28, 2021, in the Borough Assembly Chambers. Assembly Member Morrison led the pledge of allegiance, and the roll was called.

PRESENT: COURSON, POWELL, HOWE, DALRYMPLE, GILBERT, MORRISON, PRYSUNKA

ABSENT:

Borough Manager Von Bargaen and Borough Clerk Lane were also in attendance.

### CEREMONIAL MATTERS

Mayor Prysunka presented a Proclamation for the 100<sup>th</sup> Anniversary of the Irene Ingle Public Library to Margaret Villarma, Librarian.

### PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE

**Steve Murphy, resident** spoke in opposition of mandating masks and vaccinations.

### AMENDMENTS TO THE AGENDA

Von Bargaen requested that the Transboundary Item (12a) be postponed until October 12, 2021. There were no objections from the Assembly.

### CONFLICT OF INTEREST

Courson declared a Conflict of Interest to the Executive Session, due to personal reasons. Prysunka accepted Courson's declaration. There were no objections from the Assembly.

### CONSENT AGENDA

- a. Minutes of the September 14, 2021, Regular Assembly Meeting
- b. Approval of Final Plat of THRHA/Etolin Replat, a replat and subdivision of Lot B of Etolin Avenue Replat (2019-2) creating Lots B-1 and B-2, zoned Single Family Residential, owned and requested by Tlingit Haida Regional Housing Authority
- c. Approval of Final Plat of WWC Subdivision, a replat of Lots 1, and Lots 19-26, Block 12, USS 1119; and Lots 1-7, Tideland Addition to USS 1119, and an unsubdivided portion of Lot 15, Block 12A, Wrangell Townsite, creating Lots A and B of WWC Subdivision, zoned Waterfront Development, requested by Tidewater Investments, LLC and Brett Woodbury

***M/S: Gilbert/Morrison to approve the Consent Agenda, as presented. Motion approved unanimously by polled vote.***

### BOROUGH MANAGER'S REPORT

Manager Von Bargaen's report was provided.

Tom Weter, Public Works Director, provided an overview on our Water Quality report.

Captain Dorianne Sprehe provided a COVID-19 update.

### BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

## MAYOR AND ASSEMBLY BUSINESS

### MAYOR AND ASSEMBLY APPOINTMENTS

**10a** Appointment to fill the Vacancies on the SEASWA (Southeast Alaska Solid Waste Authority) Board of Directors

Prysunka appointed Tom Wetor to fill the Director Seat on the SEASWA Board of Directors. There were no objections from the Assembly.

### PUBLIC HEARING

**11a** Community Development Block Grant: Accepting Alternative Proposals for Funding Consideration and Seeking Further Citizen Views and Community Comments on Proposed Projects for Funding under the FY22 Community Development Block Grant (CDBG) Program and Selecting a Project

Mayor Prysunka declared the Public Hearing open and asked if there were any administrative reports on the Public Hearing Item.

Carol Rushmore, Economic Development Director stated the following:

The Community Development Block Grant (CDBG) mission is to enhance the quality of life for low- and moderate-income residents. Wrangell, through an income survey in 2017, has been determined to be comprised of at least 52.8% low- and moderate-income residents (LMI).

National goals of the program include providing financial resources to communities for public facilities, planning and special economic development activities that encourage community self-sufficiency, reducing costs of essential community services, and reducing or eliminating conditions that are detrimental to the health and safety of residents, and that assist in the creation or retention of jobs for low- and moderate-income persons.

- Statewide objectives for use of the funds are to provide the potential for long-term positive impact and to increase community self-sufficiency;
- reduce threats and conditions detrimental to the health and safety of local residents;
- construct and improve public facilities and reduce maintenance costs;
- obtain design, engineering, architectural or feasibility plans;
- support business development opportunities;
- fund projects that are included in a local community economic or capital improvement plan;
- and use local resources in combination with CDBG funding.

Approximately \$3.1 million in competitive grant funds is available Statewide. Each grant awarded cannot exceed \$850,000 and will require 25% match.

A Community Meeting was held on September 21, 2021, to provide an opportunity for the community to comment on potential projects eligible for FY21 CDBG funding and specifically on staff recommended projects under consideration. There was no one that attended that meeting. Additional solicitation for project ideas from the public were also solicited via radio, Facebook, website, bulletin boards, radio, and newspaper and emails, of which as of today we have received 2 comments.

The CDBG grant funds can be used for the following types of projects:

**1) Community Development:**

- a) Public Facilities including, but not limited to, construction of health clinics, water and sewer systems, day care centers, solid waste disposal facilities, docks and harbors, flood and drainage facilities, electrical distribution lines, property acquisition, fire protection facilities and equipment;
- b) Transportation Improvements such as local service roads, boardwalks, barge facilities and airports;
- c) Access to Public Facilities and Structures including removal of architectural barriers, improved access for handicapped and elderly persons;
- d) Real Property acquisition, building removal, improvements, demolition;
- e) Fire Protection Facilities and Equipment acquisition, design, purchase, and rehabilitation.

**2) Planning:** including feasibility studies, data collection, land use plans, marketing studies and other planning documents, but NOT engineering design costs); and

**3) Special Economic Development:** (activities associated with commercial and industrial structures and job creation – very narrowly defined activities).

Funds will not be used to fund promotional projects; acquisition of land if no use has been identified; equipment if that equipment is not permanently attached to a building; government buildings – except for the removal of architectural barriers; government operations; maintenance and operations.

Before I discuss the proposed projects and the staff recommended project, are there any questions regarding the types of projects that CDBG funds can be used for?

As of September 28, 2021, there are 10 projects that have been proposed for funding consideration, either by staff or by the public:

1. **Swimming Pool Facility Improvements.** 2014 Estimate \$1,700,000
2. **High School and Middle School Fire Alarm System Upgrades.** 2021 Estimate \$475,000
3. **Meyers Chuck Harbor Replacement.** 2019 Estimate \$1.2 million
4. **Zimovia Highway Utility Upgrades Assessment to support Former Mill Property Development and Former Institute Property Development.** Cost estimated \$80,000
5. **Childcare Facility.** Cost unknown
6. **Barge Ramp Repair or Replacement Design.** Cost unknown
7. **Upper Reservoir Bypass.** 2021 Estimate \$3.5 million

Additional projects sent in by email prior to the hearing

8. **Improvements to the Pats LTF Landing area and boat launch.** Unknown cost. Improve the access and launch area with some additional rock. Minimized grade, a bit of level surfacing at minimal cost would allow for better boat launches.
9. **Road Repair work from drainage system to surfacing material**
10. **Maintenance of City building facilities** (ineligible)



In the packet, staff recommended that an application be submitted to the CDBG grant program for the High School and Middle School Fire Alarm System Upgrades. However, as we discussed this project further, Priority 2 on the CIP list as approved by resolution last January, is the High School And Middle School Life Health and Safety upgrades, which also includes the elevator replacement. If the Assembly and School District are willing to delay going to bid for construction for the elevator replacement this Nov/Dec to April 2022, that sub project could also be included in the application. Total estimated costs for both projects is \$725,000.

Mayor asked if there were any persons who signed up to present an alternative project proposal, and if so, if they would come to the podium present their project.

Hearing none, Mayor Prysunka asked if there was anyone in the audience who wished to provide alternative project proposals or offer more support for one of the recommended projects.

Mayor Prysunka stated that there was no one signed up to present and that there was no one in the audience who wished to present or speak.

Mayor Prysunka declared the Public Hearing closed and asked for a motion.

Gilbert declared that if the Assembly chose Alternative #1, she might have a Conflict of Interest, since she serves on the School Board. Prysunka stated that he did not believe that she had a conflict. There were no objections from the Assembly.

***M/S: Gilbert/Howe to approve the High School and Middle School Life Health and Safety Upgrades which includes the Fire Alarm System Upgrade and the Elevator Replacement as the selected project for the FY21 Community Development Block Grant (CDBG) Program.***

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

#### UNFINISHED BUSINESS

***This item was postponed until October 12, 2021***

**12a** RESOLUTION No. 09-21-1616 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA STRONGLY SUPPORTING EFFORTS TO PROTECT TRANSBOUNDARY WATERS, SPECIFICALLY, THE STIKINE RIVER, AND THE ECOSYSTEM, INDIGINOUS PEOPLE, COMMUNITIES, RESIDENTS, AND ECONOMIES THAT DEPEND ON ITS HEALTH

#### NEW BUSINESS

**13a** Approval of a Contract Award to BW Enterprises, LLC in the Amount of \$23,936.45 for the Skeet Range Site Improvements Project

***M/S: Powell/Gilbert to approve a contract award to BW Enterprises, LLC in the amount of \$23,936.45 for the Skeet Range Site Improvements Project. Motion approved unanimously by polled vote.***

**13b** RESOLUTION No. 09-21-1610 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE MARINE SERVICE CENTER FUND BY TRANSFERRING \$10,000 FROM THE MARINE SERVICE CENTER RESERVES TO THE MARINE SERVICE CENTER PROFESSIONAL/CONTRACTUAL SERVICES ACCOUNT FOR THE PAYMENT TO RAIN COAST DATA, AND AUTHORIZING ITS EXPENDITURE

***M/S: Powell/Morrison to approve Resolution No. 09-21-1610. Motion approved unanimously by polled vote.***

**13c** Approval of Professional Services Agreement with Rain Coast Data in the Amount of 10,000 for the Marine Service Center Business Plan

***M/S: Powell/Morrison to approve a Professional Services Agreement with Rain Coast Data in the Amount of \$10,000 for the Marine Service Center Business Plan. Motion approved unanimously by polled vote.***

**13d RESOLUTION No. 09-21-1611** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE HARBOR FUND BY TRANSFERRING \$8,000 FROM HARBOR RESERVES TO THE HARBOR FACILITY REPAIRS AND MAINTENANCE ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR THE MEYERS CHUCK FLOATPLANE DOCK REPLACEMENT

***M/S: Morrison/Gilbert to approve Resolution No. 09-21-1611. Motion approved unanimously by polled vote.***

**13e RESOLUTION No. 09-21-1612** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AUTHORIZING THE APPROVAL OF THE SOUTHEAST ALASKA SOLID WASTE AUTHORITY (SEASWA) TIRE CUTTER COMMUNITY OPERATION AND MAINTENANCE AGREEMENT

***M/S: Howe/Powell to approve Resolution No. 09-21-1612. Motion approved unanimously by polled vote.***

**13f RESOLUTION No. 09-21-1613** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2022 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$7,300 FROM GENERAL FUND RESERVES TO THE ADMINISTRATION PROFESSIONAL SERVICES ACCOUNT FOR THE SHIPPING RATE STUDY AND AUTHORIZING ITS EXPENDITURE

***M/S: Gilbert/Morrison to approve Resolution No. 09-21-1613. Motion approved unanimously by polled vote.***

**13g** Approval of Professional Services Agreement with Rain Coast Data for the Shipping Rate Study in the Amount of \$7,300

***M/S: Morrison/Powell to approve a Professional Services Agreement with Rain Coast Data for the Shipping Rate Study in the Amount of \$7,300. Motion approved unanimously by polled vote.***

**13h RESOLUTION No. 09-21-1614** THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF FILLED PUBLIC TIDELANDS, A PORTION OF LOT 15, BLOCK 12A, WRANGELL TIDELANDS ADDITION, ADJACENT TO LOTS 1-5, BLOCK 12A, ATS83, WRANGELL TIDELANDS ADDITION WRANGELL TOWNSITE, INNER HARBOR AREA, ZONED WATERFRONT DEVELOPMENT TO TIDEWATER INVESTMENTS, LLC

***M/S: Morrison/Powell to approve Resolution No. 09-21-1614. Motion approved unanimously by polled vote.***

**13i RESOLUTION No. 09-21-1615** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA APPROVING THE DEPUTY EMERGENCY OPERATIONS CENTER MANAGER TEMPORARY POSITION JOB DESCRIPTION

***M/S: Gilbert/Morrison to approve Resolution No. 09-21-1615.***

Von Barga explained that this position has been serving since the beginning of the COVID pandemic. This position is being funded fully by FEMA-PA.

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

**13j RESOLUTION No 09-21-1609** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO TWO ASSEMBLY MEMBERS AND ONE QUALIFIED VOTING MEMBER OF THE COMMUNITY FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 5, 2021

***M/S: Gilbert/Powell to approve Resolution No. 09-21-1609. Motion approved unanimously by polled vote.***

**13k** Approval to hold a Special Assembly meeting on October 7, 2021 to Certify the October 5, 2021 Regular Election

***M/S: Gilbert/Courson to approve holding a Special Assembly meeting on October 7, 2021 at 6:00 p.m., to Certify the results of the October 5, 2021 Regular Borough Election. Motion approved unanimously by polled vote.***

#### ATTORNEY'S FILE

**14** Available for Assembly review in the Borough Clerk's office.

#### EXECUTIVE SESSION

**15 EXECUTIVE SESSION** – To obtain legal advice from the Borough Attorney, for the Assembly and its Members, to avoid Future Legal Liability and to also invite the Borough Manager into the Session

***M/S: Gilbert/Morrison to go into Executive Session with the Borough Attorney to obtain legal advice for the Assembly and its members to avoid future legal liability and to also invite the Borough Manager into the Session. Motion approved unanimously by polled vote.***

Meeting recessed into Executive Session at 8:43 p.m.

Reconvened into Regular Session at 9:03 p.m.

Regular Assembly meeting adjourned at 9:03.m.

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Stephen Prysunka, Borough Mayor

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

## Minutes of Special Assembly Meeting

**Held on October 1, 2021**

Mayor Prysunka called the Special Assembly meeting to order at 5:00 p.m., October 1, 2021, held in the Borough Assembly Chambers

PRESENT: PRYSUNKA, DALRYMPLE, GILBERT, MORRISON, POWELL, COURSON, HOWE (*arrived at 5:10pm*)

ABSENT:

PERSONS TO BE HEARD / PUBLIC CORRESPONDENCE – None.

CONFLICT OF INTEREST – None.

### NEW BUSINESS

**5a** EMERGENCY ORDINANCE No. 1011 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA EXTENDING THE BOROUGH'S DECLARATION OF EMERGENCY RETROACTIVELY FROM SEPTEMBER 30, 2021, RELATED TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND GRANTING AUTHORIZATION TO TAKE ACTIONS NECESSARY TO PROTECT PUBLIC HEALTH DURING THE EMERGENCY THROUGH DECEMBER 31, 2021

***M/S: Gilbert/Morrison to approve Emergency Ordinance No. 1011.***

Von Bargen stated that this Emergency Ordinance is primarily for funding purposes.

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

**5b** EMERGENCY ORDINANCE No. 1012 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA REAFFIRMING THE DECLARATION OF EMERGENCY IN EMERGENCY ORDINANCES 976, 980, 985, 994, 1003, AND 1011 AND REENACTING THE ADOPTION OF INTERNATIONAL AND INTERSTATE TRAVEL TESTING MEASURES

***M/S: Powell/Courson to approve Emergency Ordinance No. 1012.***

Von Bargen explained the purpose for this Ordinance; testing not being done at the airport but is being done exclusively at the Wrangell Medical Center.

Captain Dorianne Sprehe gave a brief report of where we are in the State regarding COVID cases.

*Howe arrived at 5:10 p.m.*

***M/S: Powell/Gilbert to amend Emergency Ordinance 1012 to include "intrastate Travel" to the Ordinance. Amendment was approved unanimously by polled vote.***

***Main Motion, as amended, was approved unanimously by polled vote.***

**5c** Approval to Accept the Resignation from Lisa Von Bargaen, as Borough Manager, Effective October 29, 2021

***M/S: Gilbert/Morrison to approve Amendment #5 of the Lease Agreement for the Sourdough Lodge for use as an Alternate Isolation Facility During the COVID-19 Pandemic.***

Von Bargaen gave a detailed explanation of what the potential cost would be for renting the Lodge; only renting for two months.

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

**5d** Approval of the Borough Manager Job Description

***M/S: Powell/Morrison to approve the Borough Manager Job Description.***

The Assembly thoroughly reviewed and made changes to the job description.

***M/S: Gilbert/Powell to amend motion to approve, as recommended. Amendment approved unanimously by polled vote.***

***Main Motion, as amended, was approved unanimously by polled vote.***

**5e** Approval to Accept the Resignation from Lisa Von Bargaen, as Borough Manager, Effective October 29, 2021

***M/S: Morrison/Powell approve the resignation from Lisa Von Bargaen, effective October 29, 2021, as Borough Manager to the City & Borough of Wrangell. Motion approved unanimously by polled vote.***

Special Assembly meeting adjourned at 6:12 p.m.

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

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



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

Item d.

October 5, 2021

City and Borough of Wrangell  
Attn: Borough Clerk Kim Lane  
VIA Email: [clerk@wrangell.com](mailto:clerk@wrangell.com)

<b>License Number:</b>	10200
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	KELSEY J MARTINSEN; SARINEE NUAMNUI
<b>Doing Business As:</b>	HAPPY CANNABIS
<b>Physical Address:</b>	225 South Front Street Wrangell, AK 99929
<b>Designated Licensee:</b>	Kelsey Martinsen
<b>Phone Number:</b>	907-305-0292
<b>Email Address:</b>	kjm420@hotmail.com

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read 'Glen Klinkhart', with a stylized flourish at the end.

Glen Klinkhart, Director

## Alcohol &amp; Marijuana Control Office

**License Number:** 10200**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** HAPPY CANNABIS**Business License Number:** 1033845**Designated Licensee:** Kelsey Martinsen**Email Address:** kjm420@hotmail.com**Local Government:** Wrangell (City and Borough of)**Local Government 2:****Community Council:****Latitude, Longitude:** 56.471000, -132.383000**Physical Address:** 225 South Front Street  
Wrangell, AK 99929  
UNITED STATES**Licensee #1****Type:** Individual**Name:** SARINEE NUAMNUI**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-305-0292**Email Address:** kjm420@hotmail.com**Mailing Address:** po box 110  
Wrangell, AK 99929  
UNITED STATES**Licensee #2****Type:** Individual**Name:** KELSEY J MARTINSEN**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-305-0292**Email Address:** kjm420@hotmail.com**Mailing Address:** po box 110  
Wrangell, AK 99929  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Kelsey Martinsen**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-305-0292**Email Address:** kjm420@hotmail.com**Mailing Address:** po box 110  
Wrangell, AK 99929  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Sarinee Nuamnui**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-305-0292**Email Address:** kjm420@hotmail.com**Mailing Address:** po box 110  
Wrangell, AK 99929  
UNITED STATES**Note:** No affiliates entered for this license.





Alaska Marijuana Control Board

## Form MJ-20: Renewal Application Certifications

Alcohol and Marijuana Control Board  
550 W 7<sup>th</sup> Avenue, Suite 100  
Anchorage, Alaska 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Item d.

### What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

### Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Sarinee Nuamnui, Kelsey Jene Martinsen	License Number:	10200		
License Type:	Retail Marijuana Store				
Doing Business As:	Happy Cannabis				
Premises Address:	225 South Front Street				
City:	Wrangell	State:	AK	ZIP:	99929

### Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Kelsey Jene Martinsen
Title:	Owner

### Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





## Section 4 – Certifications &amp; Waiver

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

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

I, Kelsey J. Martinsen, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

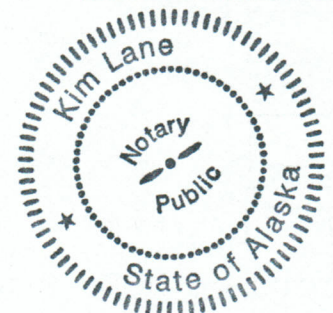
Kelsey Jene Martinsen  
Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires:

7-27-2021

Subscribed and sworn to before me this 22<sup>nd</sup> day of June, 2021







Alaska Marijuana Control Board

## Form MJ-20: Renewal Application Certifications

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Licensee:	Sarinee Nuamnui, Kelsey Jene Martinsen	License Number:	10200		
License Type:	Retail Marijuana Store				
Doing Business As:	Happy Cannabis				
Premises Address:	225 South Front Street				
City:	Wrangell	State:	AK	ZIP:	99929

### Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Sarinee Nuamnui
Title:	Owner

### Section 3 – Violations & Charges

**Read each line below, and then sign your initials in the box to the right of any applicable statements:**

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

SN
----

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SN
----

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SN
----

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Initials

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--





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SN

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SN

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SN

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SN

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

SN

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

SN

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

SN

I, Sarinee Nuamnui, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

SN

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

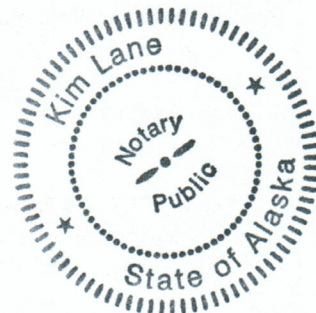
Sarinee Nuamnui  
Signature of licensee

Kim Lane  
Notary Public in and for the State of Alaska

Sarinee Nuamnui  
Printed name of licensee

My commission expires: 7-27-2021

Subscribed and sworn to before me this 22nd day of June, 2021.



## ***PARTNERSHIP AGREEMENT***

This Partnership Agreement (the "Agreement") is made and entered into this March 28, 2016 (the "Effective Date"). The Partners in this Agreement are as follows:

- Kelsey Jene Martinsen
- Sarinee Nuamnui

The Partners to this Agreement agree to the following:

### **I. NAME**

This Partnership will be known as Happy Cannabis (the "Partnership").

### **II. THE PARTNERSHIP**

- The Partners wish to become legal partners in business.
- The terms and conditions of their Partnership will be outlined in this Agreement.
- If the Agreement is executed, the Partnership will be in effect on March 28, 2016.
- The Partnership will only be terminated as outlined in this Agreement.
- The Partnership's primary place of business will be 225 South Front Street, Wrangell, Alaska, 99929.
- The Partnership will be governed under the laws of the state of Alaska.
- The Partnership's primary purpose is Cultivate, process and sell Cannabis..
- If applicable, the Partners will obtain any necessary licenses and permits to do business, register its Doing Business As Name ("DBA"), and obtain a Federal Employer Identification Number ("EIN").

### **III. CONTRIBUTIONS**

The Partners will make an initial contribution to the Partnership as follows:

- Kelsey Jene Martinsen: \$0.00
- Sarinee Nuamnui: \$0.00

Contributions will be submitted no later than \_\_\_\_\_. All capital contributions are final unless all partners give written consent of withdrawal. All contributions will be deposited into a joint capital account.

### **IV. INTEREST AND AUTHORITY**

The Partners' ownership interest in the Partnership will be as follows:



- Kelsey Jene Martinsen: 51%
- Sarinee Nuamnui: 49%

The Partners' authority will be defined by the following unless otherwise stated in the Agreement: All decisions for contract or otherwise will be made based on a majority vote of percent of ownership. Each Partner will have the authority based on their percent ownership outlined above in the Agreement.

## V. COSTS

The Partners will share costs according to the following percentages:

- Kelsey Jene Martinsen: 51%
- Sarinee Nuamnui: 49%

## VI. PROFITS

The Partners will share the net profits of the Partnership according to the following percentages:

- Kelsey Jene Martinsen: 51%
- Sarinee Nuamnui: 49%

The Profits will be accounted by \_\_\_\_\_ and distributed on the end of month of the month according to the above percentages after the costs of the Partnership have been paid according to the above cost percentages.

## VII. SALARY

All Partners must give their unanimous consent if a permanent salary is to be established and their unanimous consent for the amount of salary to be given to each Partner.

## VIII. ACCOUNTING

- All accounts related to the Partnership including contribution and distribution accounts will be audited upon a majority vote of the Partners.
- All Partners will maintain a joint contribution account. All Partners will maintain a joint distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request.
- Each Partner will be responsible for his or her own taxes on any distributions made.
- Accounting records will be kept on an accrual basis.
- The fiscal year will be complete on the last day of December of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of

each fiscal year.

- The following partners will be able to sign checks from any joint Partner account:
  - Kelsey Jene Martinsen
  - Sarinee Nuamnui

## IX. NEW PARTNERS

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of all Partners.

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners.

## X. WITHDRAWAL OR DEATH

The Partners hereby reserve the right to withdraw from the Partnership at any time. Should a Partner withdraw from the Partnership because of choice or death, the remaining Partners will have the option to buy out the remaining shares of the Partnership. Should the Partners agree to buy out the shares, the shares will be bought in equal amounts by all Partners. The Partners agree to hire an outside firm to assess the value of the remaining shares. Only upon the partners' unanimous agreement will the outside firm's valuation of the shares be considered final. The Partners will have 365 days to decide if they want to buy the remaining shares together and disperse them equally. If all Partners do not agree to buy the shares, individual Partners will then have the right to buy the shares individually. If more than one Partner requests to buy the remaining shares, the shares will be split equally among those Partners wishing to purchase the shares. Should all Partners agree by unanimous vote, the Partnership may choose to allow a non-Partner to buy the shares thereby replacing the previous Partner.

If no individual Partner(s) finalize a purchase agreement by 365 days, the Partnership will be dissolved.

The name of the Partnership may be amended upon the written and unanimous vote of all Partners if a Partner is successfully bought out.

## XI. DISSOLUTION

Should the Partnership be dissolved by majority vote, the Partnership will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

## XII. AMENDMENTS

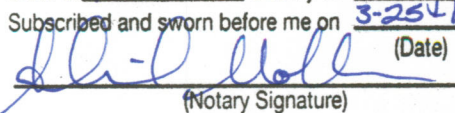
- Amendments may be made hereto upon the unanimous and written consent of all Partners.
- Amendments must be expressly written and have the original signatures of all Partners.
- All amendments, notices, requests, claims, demands and other communications between

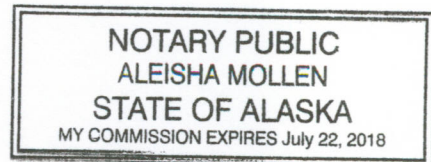
the parties shall be in writing. All such written communications shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the addresses of the parties specified in this Agreement or such other addresses specified in writing. All notices shall be effective upon (i) receipt by the party to which the written communication is given, or (ii) on the 5th day following mailing, whichever occurs first.

**IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.**

Signature:  Date: 3/25/16  
Kelsey Jene Martinsen

Signature: Sarinee Nuamnui Date: 3/25/16  
Sarinee Nuamnui

State of Alaska County of Wrangell-Petersburg  
Subscribed and sworn before me on 3-25-16  
 (Date)  
(Notary Signature)





## COMMERCIAL PROPERTY LEASE AGREEMENT

between

Kelsey Jene Martinsen and Sarinee Nuamnui,  
P.O. Box 110  
Wrangell, AK 99929  
as Landlord

and

Kelsey Jene Martinsen and Sarinee Nuamnui,  
DBA Happy Cannabis  
225 Front Street  
Wrangell, Alaska 99929  
as Tenant.

### Effective Date

April 1, 2016

## PARTIES

This agreement ("Agreement" or "Lease") is made effective the 1st day of April, 2016, by and between Kelsey Jene Martinsen and Sarinee Nuamnui, P.O. Box 110, Wrangell, AK 99929 ("Landlord") and Kelsey Jene Martinsen and Sarinee Nuamnui, DBA Happy Cannabis, 225 Front Street, Wrangell, Alaska 99929 (Tenant").

## RECITALS

A. Landlord: (i) is the owner of developed commercial real property located at 225 Front Street, Wrangell, Alaska more particularly described below (the "Real Property" or "Premises"); (ii) desires to lease such Real Property with the improvements existing thereon to Tenant;

B. Tenant wishes to lease from Landlord the Commercial Real Property with its improvements, located at 225 Front Street, Wrangell, Alaska 99929.

## CONSIDERATION

For good and valuable consideration received and to be received, the sufficiency of which is hereby acknowledged by the parties; the parties have agreed, and hereby agree, as follows:

## TERMS AND CONDITIONS

### 1. Demise of Premises.

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord that portion of following described Real Property known as 225 Front Street, located in the Wrangell Recording District, First Judicial District, State of Alaska:

A portion of Lot One (1), Block One-A (1-A), Tidelands Addition to U.S. Survey 1119, Wrangell Subdivision, according to the official tideland subdivision plat, prepared by Hubbell and Waller Engineering Corporation, approved by the Common Council of the City of Wrangell on October 13, 1964 and filed April 12, 1965 as Plat No. 65-87, Wrangell Recording District, First Judicial District, State of Alaska.

2. Term.

The term of this lease shall be for a period of one (1) year, commencing on the 1st day of April 2016, ("Commencement Date") and ending on the 30th day of March 2016, and subject to the renewal and termination provisions contained herein.

3. Option to Renew.

Tenant is granted the right to renew this Lease for ten additional periods of one year each. This Lease shall automatically renew unless Tenant gives written notice by certified mail, delivered to addressee only, return receipt requested, at least one month prior to the end of the normal one-year term of this lease that Tenant has elected not to renew this Lease. Tenant may also personally serve Landlord in a manner according to the Superior Court rules, in and for the First Judicial District, State of Alaska, the election to not renew. At least one month prior to the renewal date, the Tenant shall provide Landlord with a Notice which shall specify and include all of Tenant signatures, and shall notify Landlord in writing of the then existing legal nature of Tenant, together with Articles of Incorporation or partnership or limited partnership or certificate of formation of limited liability company, as the case may be, names, addresses and telephone numbers of all persons involved in an ownership position of Tenant.

4. Recision of Previous Agreements

Upon the execution of this agreement by the Landlord and the Tenant, all previous lease agreements for the real property described in Paragraph 1, between the Landlord and the Tenant or any portion thereof are rescinded and held null and void.

5. Base Rent.

The parties have agreed that the rent shall be Ten Dollars (\$10.00) per year

6. Utilities.

Tenant, upon execution of this lease agrees to contract with the appropriate provider of utilities and pay for all public utilities which shall be used in or charged against the Real Property and to hold the Landlord harmless from such charges.

## 7. Insurance.

Tenant, upon execution of this lease, shall provide the following:

- a. **Property Insurance:** Tenant shall, at Tenant's expense, maintain on all improvements belonging to Landlord and on all of Tenant's personal property and leasehold improvements and alterations on the Premises, full coverage for property damage, including special form perils insurance coverage, of their replacement value, including demolition costs. The property coverage shall include coverage relating to Ordinance and Law issues. This provision shall be satisfied if Landlord maintains the required property insurance and is reimbursed by tenant.
- b. **Liability Insurance:** Tenant shall, at its own expense, maintain throughout the term of this Lease, commercial general liability limits (BI & PD) \$1,000,000 per occurrence and \$2,000,000 aggregate; sexual molestation coverage, \$100,000 per occurrence, \$300,000 aggregate; professional liability \$1,000,000; owned auto & non-owned auto liability \$1,000,000 per occurrence. The tenant shall maintain a commercial umbrella policy with additional \$1,000,000 limits over the commercial general liability and the commercial auto coverages. Within a reasonable time but in no case beyond a year after the effective date of this lease, this coverage shall be reviewed and coverages adjusted to reflect current industry standards. At each five (5) year anniversary date of the effective date of this lease, these limits shall be reviewed to determine the change in industry standards and then adjusted accordingly.

**Certificates:** In all policies the Tenant is to provide, the Landlord shall be named as an additional insured, and shall be furnished a copy of such policy or policies or certificate(s) of coverage, or both, at the Landlord's election. Each certificate of insurance shall provide that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice of such cancellation having been first given to the Landlord.

Any General Contractor performing more than fifty thousand dollars (\$50,000.00) of work on the site shall name the Landlord as an additional insured on its liability policies and provide the Landlord with certificates of insurance indicating the same.

## 8. Waiver of Subrogation.

Neither Landlord nor Tenant shall be liable to the other (by way of subrogation or otherwise) or to any insurance company insuring the other party for any loss or damage to the Premises, the improvements or any structure or other tangible property located



therein, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been incurred by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. This waiver applies to each party's directors, officers, employees, shareholders, members, and agents. The waiver does not apply to claims caused by a party's willful misconduct. Tenant and Landlord shall promptly give notice to their insurance carriers) that the foregoing mutual waiver of subrogation is contained in this Lease. If either party, is thereafter unable to obtain insurance at reasonable commercial rates providing coverage under a waiver of subrogation within thirty 30 days of the Commencement Date of this Lease for Landlord or execution of a Construction Contract for Tenant, both parties shall be released from their obligation to obtain the Waiver.

9. Purpose: Operation of a cannabis growing and sales business.

Tenant intends to use the Real Property, to use existing buildings, and to construct additional buildings and related improvements for use as a cannabis growing and retail business and to conduct such other activities as are incidental and reasonably related to such facility or such other activities or legal uses to which the Landlord consents.

10. Construction of Improvements.

Tenant intends to use existing buildings and to construct or reconstruct one or more buildings to comprise a growing facility on the Premises. These improvements and any others Tenant intends to construct on the Premises shall be at Tenant's cost. The construction of all improvements, alterations and/or installation of fixtures shall be carried out by Tenant in a first-class manner at its sole cost and expense, and in full compliance with all federal, state, county and other governmental statutory and regulatory requirements. Until the expiration or sooner termination of this Lease, and subject to the provisions of the section entitled, DISPOSITION OF IMPROVEMENTS AT END OF LEASE, hereof, title to any improvements situated and constructed by Tenant on the Premises and any alteration, change or addition thereto, as well as title to fixtures and articles of personal property attached to or used in connection with the Premises by Tenant, shall remain solely in Tenant.

11. Disposition of Improvements at end of Lease.

Tenant shall have the right to remove all equipment, personal property, improvements, including any portable buildings constructed by Tenant premises, fixtures and trade fixtures which may have been placed upon the Premises by Tenant during the period of

this Lease, *provided* that the same are removed upon conclusion of the Lease and that the Lease is in good standing *and further provided* that Tenant shall not have the right to remove any equipment, personal property, improvements, fixtures or trade fixtures during any period of Tenant's default. Any equipment, personal property, improvements, on the premises and any structures erected by the tenant during the lease period, fixtures and trade fixtures not removed from the premises by Tenant at the termination or expiration of the Lease shall revert to Landlord. All other improvements shall become the property of the Landlord. If Tenant does not remove all equipment, personal property and trade fixtures which have been placed on the Premises by Tenant during the period of this Lease and Landlord wants the property removed, then the same shall be removed and stored at Tenant's expense and Landlord shall recover any costs and expenses from the Tenant resulting from the removal.

12. Condition of the Premises.

Landlord makes no warranties regarding the condition of the property, or its sub-surface conditions, and Tenant accepts the Premises in its present condition; is not relying upon any covenants, warranties or representations of Landlord as to its condition or usability, except Landlord's right to grant a lease of the property and subject to the covenants contained in the section of this Lease entitled ENVIRONMENTAL PROVISIONS; and agrees to make any changes in the Premises necessary to conform to federal, state and local law applicable to Tenant's use of the Premises.

13. Tenant will obtain Permits/Landlord Cooperation.

Tenant shall be solely responsible for obtaining and complying with all permits, approvals or licenses required for the operation and conduct of Tenant's activities and the construction, installation, erection and/or operation of any structures, facilities or equipment, including but not limited to, items constituting alterations or additions, or defined as trade fixtures on the Premises. Landlord shall cooperate with Tenant to obtain the approvals for structures and any other approvals needed for the construction. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred by the Landlord, including actual attorney's fees, incurred by Landlord pursuing Tenant's default for its failure to obtain and/or comply with such permits. Tenant agrees to hold the Landlord harmless from any liability and to fully reimburse expenses of the Landlord for Tenant's failure to obtain and/or fully comply with any necessary permit.

14. Laws and Regulations.

The Tenant agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, including without limitation those relating to environmental matters, now in existence or hereafter promulgated, applicable to the Tenant's use and operation of said Premises, including the construction of any improvements thereon, and not to permit said Premises to be used in violation of any of said rules, codes, laws or regulations. Any fees for inspection of the Premises during or for the term of this Lease by any federal, state or municipal officer shall be paid by Tenant. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

#### 15. Environmental Provisions.

This section delineates the Landlord's and the Tenant's rights and obligations with respect to the release, spillage, storage, transportation or any other aspect of handling hazardous or toxic materials of any nature ("Hazardous Material") regulated by federal and or state law ("Hazardous Material Regulation")

a. Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition by any person upon Landlord of any obligation or cost ("liability") of whatever form, including, without limitation, damages; claims; governmental investigations, proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or alleged violation, or from the failure to satisfy a requirement, or alleged requirement, of any Hazardous Material Regulation and or any environmental or land use law or regulation or arising from the release, spillage, or any other mishandling or misuse of any Hazardous Material causing damage to the property of, or resulting in injury to, any third any person, and proximately resulting from Tenant's use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

b. In like manner as in subsection (a.) above, so Landlord shall indemnify Tenant solely for liability proximately resulting from use of the Premises prior to the commencement of this Lease, or from conditions caused by Landlord subsequent to the Commencement Date.

c. Landlord represents and Tenant acknowledges that Landlord has visually inspected the Premises for legally impermissible Hazardous Material contamination and that none was apparent on the surface of the Premises from a



visual inspection as of the date of this Lease.

d. Tenant shall notify Landlord within twenty-four (24) hours of its discovery of any release of a reportable quantity of any Hazardous Material, or of the receipt by Tenant of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for Hazardous Material or environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Tenant fails to comply with any of the requirements of this section, Landlord may undertake, without cost or expense to Landlord, any actions necessary to protect Landlord's interest including steps to comply with such laws.

16. Maintenance/Commit no Waste.

The Tenant shall at all times during the term of this Lease maintain the Premises in good condition, maintaining and repairing any structural defect to the premises, including the roof structure, exterior walls and foundations and shall maintain the structure of the buildings in a good state of repair. The Tenant shall replace any broken windows, maintain the heating system and hot water heater, and shall, at its sole cost and expense, keep the Premises neat, clean and in a safe and sanitary condition. Tenant shall maintain and repair in a good condition the interior of the buildings, including lighting, electrical and plumbing. Tenant shall be responsible to repair plumbing damage or repairs necessary beyond the foundation lines. Tenant shall maintain the yard area in its present or better condition. Tenant shall wash windows, maintain and repair carpet or flooring, sidewalks and walkways. Tenant shall maintain required fire extinguishers, alarm systems and life or safety equipment required. The Tenant shall maintain the kitchen area, including dishwasher, stove garbage disposal, and all other equipment. The tenant shall maintain blinds and window coverings. Tenant agrees not to allow conditions of waste and refuse to exist on the Premises. Tenant shall also maintain all improvements constructed by Tenant in good repair and in a neat and clean condition at all times.

17. Liens and Insolvency.

Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this Lease at Landlord's option.



## 18. Termination.

Upon Termination of this lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Tenant shall surrender to Landlord said Premises peaceably and quietly and in the condition required under paragraphs entitled Maintenance/Commit No Waste and Disposition of the improvements at End of Lease.

## 19. Default and Re-Entry

Time is of the essence of the agreement (i) If (a) any rent or other payment due from Tenant Hereunder remains unpaid for more than thirty (30) days after the due date; (b) Tenant files a voluntary petition in bankruptcy or makes general assignment to the benefit of, or a general arrangement with, creditors; c() there is involuntary bankruptcy filed against Tenant that has not been dismissed within ninety (90) days of filing; (d) Tenant becomes insolvent; or (e) a receiver, trustee, or liquidating officer is appointed for Tenant's business; or (ii) If Tenant violates or Breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation or breach shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Tenant, then Landlord may at its option declare this Lease forfeited and must contact State of Alaska Alcohol Marijuana Control Board stating the termination of the lease. Landlord may not make any attempt to take possession of cannabis and cannabis products. Once Landlord has secured permission from State of Alaska Alcohol Marijuana Control Board then the Landlord may at its option, declare this Lease forfeited and the term hereof ended and thereupon take such further actions to recover possession of the premises as may be permitted by law or, upon an abandonment of the Premises by Tenant without Tenant authorized Landlord to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rent or rents and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each such reletting, all rents received by landlord from such reletting shall be applied, first to the payment of any amounts other than rent due hereunder from Tenant to Landlord: second, to the payment of any costs and expenses of such reletting and renovation, including brokerage fees and attorneys' fees; third, to the payment of the rent due and unpaid hereunder, and residue, if any shall be held by landlord and applied to payment of future rent as the same may become due and payable hereunder. If rent received from such reletting during any month are less than that to be paid during that month by tenant hereunder, Tenant shall pay any such deficiency to Landlord and Tenant covenants and agrees to pay Landlord for all other expenses resulting from its default, including, but not limited to, brokerage commissions, attorneys' fees and reasonable cost of converting the Premises for the benefit of the next Tenant. Delinquent rent and other payments shall bear interest at the rate of twelve percent (12%) per annum (at the prime rate plus four percent (4%) if that rate exceeds twelve percent (12%) at the time of delinquency from the date due until paid. In the event of any default hereunder and entry in, or taking possession of, the Premises in the manner provided by law. Landlord shall have the right, but not the obligation, to remove from the premises all

personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, with the proceeds of such sale to be applied to the cost of such sale and to the payment of charges for storage, and to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof.

If Landlord violates or breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation or breach shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Landlord, then Tenant may at its option, declare this Lease terminated and the term hereof ended and thereupon take such further actions as are permitted under the section entitled DISPOSITION OF IMPROVEMENTS AT END OF LEASE herein. Alternatively, Tenant may continue the Lease and seek any other legal and equitable remedy available for Landlord's violation or breach.

20. Assignment and Sublease.

Tenant shall not, by operation of law or otherwise, assign or sublease any portion of the Premises without Landlord's prior written consent. The consent of Landlord to any assignment or sublease shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any other or further assignment or sublease.

21. Landlord's Right to Enter Premises.

Landlord and/or its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether or not the Premises are in good condition or whether the Tenant is complying with its obligations under this Lease;
- b. To do any necessary maintenance and to make any restoration to the Premises that the Landlord has the right or obligation to perform;
- c. To post "For Rent" or "For Lease" signs during any period that the Tenant is in default;
- d. To repair, maintain or improve the Premises; and
- e. To do any other act or thing necessary for the safety or preservation of the

## Premises.

Except in the event of bona fide emergencies, Landlord shall provide notice to Tenant not less than twenty-four (24) hours in advance of any such inspection.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of school time, interference with business advantage, nuisance, or other damage arising out of the Landlord's entry onto the Premises as provided in this section. Landlord shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to the Landlord.

## 22. Notices.

All notices or payment hereunder may be delivered by hand, E-mail, facsimile or mailed to the parties at the addresses below. Notices are deemed given when received; mailed notices shall be deemed received three days after mailing.

### LANDLORD:

Kelsey Jene Martinsen and Sarinee Nuamnui,  
P.O. Box 110  
Wrangell, AK 99929

### TENANT:

Kelsey Jene Martinsen and Sarinee Nuamnui,  
DBA Happy Cannabis  
225 Front Street  
Wrangell, Alaska 99929

## 23. Time is of the Essence.

It is mutually agreed and understood that time is of the essence in this Lease and that a waiver of any default of Tenant or Landlord shall not be construed as a waiver of any subsequent default, and that any Notice required to be given under this Lease may be given by United States Mail addressed to the party identified in paragraph 29, entitled NOTICES of this Lease, or to such other addressees) that either may hereafter provide in writing to the other party for such purpose.

## 24. Covenants and Warranties of Landlord.

a. Landlord and Warranties of Title. Landlord hereby represent and warrants



to tenant that it owns and holds good, marketable and unencumbered fee simple title to the Premises, subject only to (a) exceptions, reservations, restrictions, rights of way, easements, covenants, conditions, notations, orders and other matters of record, (b) obstructions, defects and encroachments which a thorough physical investigation, inspection and survey of the Premises and adjacent properties would reveal, and (c) orders, ordinances, rules, regulations, statutes, laws and codes applicable to the Premises.

b. Quiet Possession and Enjoyment. Tenant shall have quiet possession and enjoyment of the Premises during the Term hereof and any extension or renewal thereof.

c. Rights of Access, Ingress & Egress. During the Term hereof, Landlord shall continuously provide to Tenant rights of pedestrian and vehicular ingress and egress to the Premises from the public road or highway.

d. Landlord's Consent. Where the consent or approval of the Landlord is required hereunder, such consent shall not be unreasonably withheld.

## 25. Eminent Domain - Total Taking and Partial Taking.

If any part of the Premises shall be taken or condemned for public use and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining term as the value of the Premises including improvements remaining bears to the total value of the Premises at the date of condemnation. In the event the Premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate upon the date of possession of the condemnor. Any and all sums which may be payable on the account of the condemnation shall be allocated between land and improvements. Tenant shall be entitled to payments for taking improvements. Landlord shall be entitled to payments for taking land and loss of the Lease and revenue here from. Loss of business or occupancy, or other damage personal to the Tenant shall belong to the Tenant or those occupying the improvements. Moving expenses or other allowance allowed by statute or law shall be as specified in the statute or law.

## 26. Damage and Destruction.

In the event of destruction or substantial damage or other casualty of any building or structure on the Premises, which, in the sole opinion of Tenant, precludes continued use of the Premises as a school without reconstruction, Tenant may exercise the option to not

rebuild. If Tenant exercises its option to not rebuild, Tenant shall provide Landlord with written Notice of Tenant's election. Upon such written Notice to the Landlord, this Lease shall terminate on the date of said Notice or upon such other date provided in the Notice.

In the event that either of the original buildings, the house at 505 Spring Street or the house at 535 Spring Street, is destroyed or rendered unusable by fire or other calamity, the rent will be reduced during the rebuilding period by the same percentage that the fair market value of the overall property is reduced by the fact that a building was destroyed. If the building is not rebuilt or repaired by the landlord, the reduction in rent shall be permanent.

## 27. Tenant Security Assignment.

Landlord acknowledges that Tenant may seek private or bank financing with respect to construction of buildings on the Premises. In order to assist the Tenant in obtaining such financing, Landlord and Tenant agree as follows:

Tenant shall have no right, power or authority to assign all of any portion of Tenant's right, title or interest in or to this Agreement and/or its Leasehold Estate for security purposes other than as follows: Upon written notice to the Landlord, Tenant shall have the right to provide a financial institution or private party ("Security Assignee") with a security interest, lien or encumbrance, including a mortgage or deed of trust on Tenant's Leasehold Estate and/or assignment of Tenant's interest in this Agreement for security, provided that such security interest, lien or encumbrance: (a) does not extend or attach to or affect Landlord's Reversionary Estate; and (b) is for a loan ("Loan") made by the Security Assignee solely for the construction, refurbishment or reconstruction of Improvements on or to the Premises. Such Security Assignee shall be subrogated to any and all rights and remedies of Tenant with respect to the curing of any default under this Agreement by Tenant if and to the extent that Tenant has assigned such rights and remedies to such Security Assignee; provided, however, that such Security Assignee shall have an additional thirty (30)-day grace period to effect such cure over and above whatever time is allotted by this Agreement for Tenant to do so. If any such Security Assignee should give Landlord notice of its right, title or interest in or to the Leasehold Estate before any uncured default by Tenant has occurred under or with respect to this Agreement, Landlord shall thereafter give such Security Assignee a copy of each notice that Tenant is entitled to under this Agreement, and Landlord shall not thereafter enter into any amendment of this Agreement or any extension of the Lease Term that Tenant is not entitled to as a matter of right under this Agreement without the prior written consent of such Security Assignee. Landlord understands that this Agreement may be exhibited to and relied upon by the said Security Assignee, its successors and assigns, and no further notice need be given to the Landlord of the acceptance of the same Security Assignee, its successors or assigns, or the making of the said loan.

28. Binding Arbitration.

In the event of dispute, the parties agree to binding arbitration pursuant to RCW 7.04A.101-903. Any decision of an arbiter may be recorded by either party at the San Juan County Superior Court clerk's office, and enforced as a judgment. Notice of a party's intention to invoke this paragraph shall be given in accordance with paragraph 28 of this agreement.

29. Costs and Attorney Fees.

If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party, including those incurred on appeal.

30. Short Form Memorandum of Lease.

Landlord and Tenant agree to record a Short Form Memorandum of Lease in the form attached as Exhibit C.

31. Entire Agreement.

This Agreement contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by the parties.

32. Captions and Construction.

The captions in this Lease are for the convenience of the parties and others reviewing the Lease and are not to be considered in the interpretation of the Lease terms.

33. Conflict of Provisions.

In case of conflict between two or more provisions of the Lease, the more specific

IN WITNESS WHEREOF, Landlord has signed and dated the foregoing instrument this \_\_\_\_ day of August 2018.

Tenant:

  
Kelsey Jene Martinsen

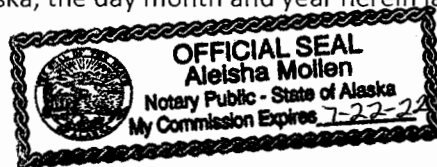
Sarinee Nuamnui  
Sarinee Nuamnui

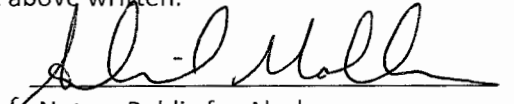
NOTARY

State of Alaska )  
 ) ss  
First Judicial District )

I, the undersigned, a notary in and for the State of Alaska, hereby certify that on this 31<sup>st</sup> day of August 2018, personally appeared before me. Kelsey Jene Martinsen to me known and known to me to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same freely and voluntarily as his act and deed, for the uses and purpose therein mentioned

Dated at Wrangell, Alaska, the day month and year herein last above written.



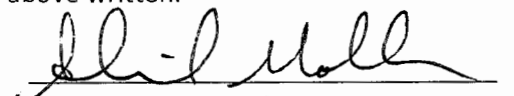
  
Notary Public for Alaska  
My Commission Expires 7-22-22

State of Alaska )  
 ) ss  
First Judicial District )

I, the undersigned, a notary in and for the State of Alaska, hereby certify that on this 31<sup>st</sup> day of August 2018, personally appeared before me. Sarinee Nuamnui to me known and known to me to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same freely and voluntarily as his act and deed, for the uses and purpose therein mentioned

Dated at Wrangell, Alaska, the day month and year herein last above written.



  
Notary Public for Alaska  
My Commission Expires 7-22-22



IN WITNESS WHEREOF, Landlord has signed and dated the foregoing instrument this \_\_\_\_ day of August 2018.

Landlord:



Kelsey Jene Martinsen



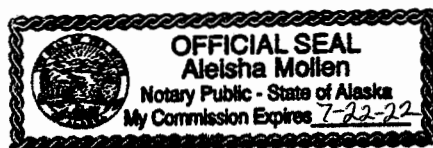
Sarinee Nuamnui

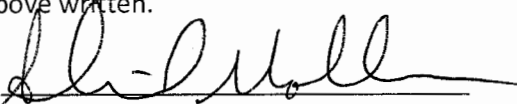
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 ) ss  
 First Judicial District )

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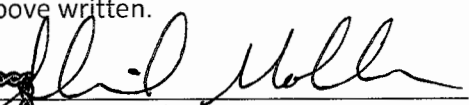
  
 Notary Public for Alaska  
 My Commission Expires 7-22-22

State of Alaska )  
 ) ss  
 First Judicial District )

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Dated at Wrangell, Alaska, the day month and year herein last above written.



  
 Notary Public for Alaska  
 My Commission Expires 7-22-22



**MEMORANDUM**

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

**FROM: CAROL RUSHMORE, ECONOMIC DEVELOPMENT DIRECTOR**

**SUBJECT: SASS: Southeast Alaska Sustainable Strategy**

**DATE: October 14, 2021**

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The Southeast Alaska Sustainable Strategy (SASS) program is a program of the US Department of Agriculture initiated to help support a diverse economy, enhance community resilience and conserve natural resources. USD hopes to provide support to Southeast Alaska by investing \$25 million federal dollars for short term investments in a sustainable way. This solicitation is to identify investment opportunities – short term and long term. USDA agencies including the US Forest Service, Rural Development and Natural Resource Conservation Service are strategizing to obtain investment ideas, seek out short and long term opportunities and identify administrative barriers that impact federal investments. The website for information and project suggestions can be found at:

<https://www.fs.usda.gov/detail/r10/landmanagement/resourcemanagement/?cid=FSEPRD950023>

Staff has been meeting with and working with the USFS Wrangell Ranger District Ranger Clint Kolarich and Recreation Director Tory Houser, as well as Wrangell Cooperative Association Staff. A joint list is being compiled such that both organizations can support each others projects. A draft list of local Investment Strategies is below. Borough staff are providing additional detail for these projects and will submit Borough project to the USFS. All projects must show how they will benefit and sustain Southeast Alaska in order to be successful.

**Local strategy—Keys**

- Show how this project will positively affect the local economy
- Include many stakeholders and partners
- Long Term and short-term shovel ready projects
- See below the types of investments sought

**Timeline:**

Deadline for submittals is October 18, 2021. Committee of US Department of Agriculture representative will review investment ideas and try to get grant funds out this fall.

**Proposal Strategy**—Put in as many projects as possible with a solid rationale for each project. How will it benefit Southeast Alaska, the community, and provide sustainability.

### **Barriers**

Matching funds

Administrative challenges setting up agreements between partners and landowners

Projects must be shovel ready and it is hard and expensive to get to this point

If funds come as reimbursable, then partners may not have the money to do the work while waiting for reimbursement

USFS over analyzing environmental issues during the NEPA process

**JOINT Projects List: These are not in priority order and are not separated by Borough or WCA project. Additional projects can be included.**

- Sidewalks in town.
- Daycare facility—new building.
- Industrial composter at Community Garden – Investment already started and could be leveraged—reduces waste footprint in Wrangell and saves on shipping
- Cultural Revitalization Project
  - Totems in totem park repairs
  - Shake Island Pole
  - Shakes Graves killer Whales
  - Heritage Graveyard—fence
  - Memorial gazebo at Institute Property—Petroglyph of different tribes whose children came there
  - Sharing Our Knowledge Conference – Culture Bearer and Language, Heritage program
  - Cultural signs with Tlingit names for streets
- Thinning areas for subsistence—berry and other subsistence
- Special Forest Products – for commercial use
- Municipal Water system- Water plant, water main replacement,
- Alpine trails—more trails to access alpine areas
- Improve existing trails – Rainbow Falls/SMB Overlook/North country Trail; Kunk Lake; Mt. Dewey; Salamander Ridge Trail
- Anan master Plan –research project—affects carrying capacity and tourism at Anan
- New cabin on the road system
- Mt. Dewey Extension and link to Petroglyph Beach
- MV Chugach Building for Cover, Access and interpretive signage
- Waterfront Master Plan –
  - Rock fill to expand area of shipyard, net building and viewing area

- Interpretive signs and public walkway
  - Public restrooms
  - Pocket park
- Assistance with Match for existing project grant application
  - Fed Highways projects
  - Federal Grants
  - Facilities
- Food security— WCA smokehouse and community garden and subsistence locations
- Support Kelp and Oyster farm development
- Americorps housing—any housing for summer workers
- Barge Ramp replacement—economic necessity - where all goods and supplies come through
- Wayfinding interpretive signage throughout Borough
- Pats Lake Recreation Master Plan
- Road Connection Pats Road to Spur Road – safety, tourism, recreation
- Wrangell Infrastructure Projects- sewer plant improvements and forced main upgrades for economic growth
- Repurpose old Hospital
- Pool renovations

The Economic Development Committee will be reviewing Borough projects at their meeting on October 13, 2021 and can offer additional project ideas.

## Investments - Infrastructure

- Access (docks, trails, roads, bridges)
- Public Health (water, wastewater, medical facilities)
- Technology (broadband, cellular)
- Renewable Energy (hydro, biomass)
- Recreation Sites (cabins, visitor centers and services)

## Investments – Natural Resources

- Subsistence
- Mariculture
- Fisheries
- Watershed, Fish, and Wildlife Restoration
- Young-growth Forest Management
- Agriculture

## Investments - Capacity

- Workforce Development
- Youth Engagement
- Business Development
- Tourism Development
- Artisan Products

## Tribal and Indigenous Interests

- Wild/Cultural Traditional Foods
- Food Security
- Traditional Technical Knowledge
- Cultural Use of Trees
- Workforce Development
- Arts and Culture

## **Police Department Report for the Month of September2021**

During the month of September 2021, the Correctional Staff had 28 days of leave time which resulted in 5 days of overtime and Police staff had 32 days of leave, which resulted in 27 hours of on-call time and the Chief worked 20 extra hours of overtime. The number of people housed at the jail were:

6 in January, with 32 days served between them

3 in February with 34 days served between them

4 in March with 14 days served between them

3 in April with 43 days served between them.

8 in May with 55 days served between them

5 in June with 37 days served between them

8 in July with 54 days served between them

6 in August with 23 days served between them

7 in September with 21 days served between them

Attached is a summary of all the calls for service that the Police Department received in the month of September 2021. We had 134 calls for service. We had 260 DMV transactions in the amount of \$12008.00 total revenue.

<b>September 2021 Stats</b>			
<b>ALCOHOL OFFENSES</b>		<b>ANIMAL VIOLATIONS</b>	
Citizen Report DWI	1	Animal Citations	
DWI	2	Bear Complaints	
Contributing to Delinquency of Minor		Bird Complaints	
Furnishing Alcohol to Minor		Cat Complaints	
Intoxicated Person		Cruelty to Animals	
Minor on Licensed Premises		Dog Complaints	2
MIPC		Dog Bites	
Refuse Chemical Test		Other Animal Complaints	5
<b>CRIMES AGAINST PERSON</b>		<b>CITY OFFENSES</b>	
Assault non-family-strong-arm		Curfew Violation	
Assault 1		Fireworks Prohibited	
Assault 2	1	Littering	
Assault 3		Truancy	
Assault 4	1		
Assault with Weapon	1	<b>MISCELLANEOUS OFFENSES</b>	
Child In Need			
Indecent Exposure		Conditions of Release Violation	1
Misconduct Involving Weapons		DVO Violation	2
Sexual Abuse of Minor		MISC 3	
Sexual Assault		MISC 4	
Sexual Harassment		MISC 6	
Suicide Threat		Minor with Tobacco	
Stalking		Probation Revocation	
		Probation Violation	
<b>CRIMES AGAINST PROPERTY</b>		Restraining Order Violation	
		SOR Violation	
Arson			
Attempted Theft	1	<b>OFFENSES AGAINST PUBLIC ORDER</b>	
Burglary	1		
Criminal Trespass		Discharge Firearms	
Forgery		Disturbance	3
Fraud		Disorderly Conduct	
Larceny from Business		Domestic Disturbance	
Larceny from Others		Failure to Obey Police Officer	
Larceny from Residence		Fight	
Malicious Mischief	2	Harassment	2
Malicious Mischief Business		Interfering with Arrest	
Malicious Mischief Private Property		Interfering with Report of Crime	
Theft of Services		Loitering	
Theft from Watercraft		Peeping Tom	
Vehicle Theft		Report of Gunshots	1
		Resisting Arrest	
		Soliciting	
		Vagrancy	

<b>September 2021 Stats Page 2</b>			
<b>TRAFFIC OFFENSES</b>			
Abandoned Vehicle		Funeral Escort	
Citation Equipment/Registration	3	Health & Safety	1
Citation License Violations	2	Illegal Entry	
Citation Parking		Inmate Booking	
Citation Speeding		Inmate Incident	
Complaint ATV		Juvenile Contacts	
Complaint Parking	1	Lost Property	1
Complaint Reckless Driving	2	Miscellaneous Paper Service	1
Complaint Speeding		Missing Person	
Failure to Yield to Pedestrian		911 Wrong Number/No One There	6
Failure to Yield to School Bus		NFS Checks	
Hit & Run		Order to Show Cause	
Traffic Accident/Fatal		Officer Injury	
Traffic Accident/Injury		Oversized Load Permit	
Traffic Accident/No Injury	1	Prisoner Transport	
Traffic Accident/Property Damage		Possible Fugitive	
Traffic Hazard		Probation Referral (juvenile)	
Unauthorized Use of Vehicle		Prowler Report	
Vehicle Impound		Reckless Endangerment	
Verbal Warning	15	Recovered Firearm	
		Runaway	
<b>MISCELLANEOUS ENTRIES</b>			
		Search Warrant	
		Security Check	
Agency Assist	47	SOR Registration	
Arrest Warrant (other Agency's)		Shoplifting	
Background Check		Subpoena Service	6
Bench Warrant (our Agency)	1	Summons Service	1
Brady Law		Suspicious Circumstance	2
Burglar Alarm		Stolen Property	
Citizen Assist	9	Title 47	1
Civil Matter	4	Unattended Death	1
Controlled Burn		Unsecured Premises	
Courtesy Transport		Vacation Check	1
Dance Permit		Watercraft Accident	
Death Investigation		Welfare Check	4
Death Notification			
DMV Items Issued	12008.00	260	<b>UCR INFO</b>
DVO Service		3	
Drug Information		Physical Arrests	
Drug Interdiction		Theft \$ Amount	
86'd Letter		1	Vehicle Theft \$ Amount
EDP		1	
Extra Patrol			<b>JUVENILE INFO</b>
Fire		1	Arrests
Found Property		2	Contacts
			Crime
			Traffic Stops or Citations

## CITY & BOROUGH OF WRANGELL, ALASKA

### *BOROUGH CLERK'S REPORT*

SUBMITTED BY: Kim Lane, Borough Clerk

#### **Upcoming Meetings & Other Informational dates:**

##### **Other City Boards/Commissions:**

**October 13** – Economic Development Committee mtg. at 6:00 pm in the Assembly Chambers

**October 14** – Planning & Zoning Commission mtg. at 6:00 pm in the Assembly Chambers

**November 3** – Parks & Recreation Board mtg. at 5:30 pm in the Assembly Chambers

##### **Community Events:**

**October 28** – Open House to Celebrate 100 Years of Library Service (2:00 to 4:00 PM at the Library) Cake and punch will be served. (See flyer below)

##### **Meetings and Other events of the Borough Assembly:**

**October 26** - Regular Borough Assembly Meeting at 6:00 PM in the Assembly Chambers

**November 9** - Regular Borough Assembly Meeting at 6:00 PM in the Assembly Chambers



**Regular Borough Election of October 5, 2021**



I would like to extend a big **Thank You** to the **Election Workers** for their time and dedication and the following City Departments:

*The Employees of Public Works  
The Nolan Civic Center Staff*

I would also like to say THANK YOU to the Incoming and Outgoing Elected Officials. We truly appreciate each one of you!



This years' Election went very well. As of September 5<sup>th</sup>, Wrangell had **1,981** registered voters. That voter count was down by 36 from last year.

The total number of ballots cast for the October 5<sup>th</sup> Regular Election was **486**. The voter turnout this year was **25%**.

Last year's election had a 24% voter turnout (485 voted). Yes, you are reading that correctly, we had one (1) more voter this year than we had last year!



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## Information on the Upcoming 71<sup>st</sup> Annual AML Winter Conference:

**Newly Elected Officials Training** – November 9-10, 2021 (*will be held virtually*)

**Regular Conference** – November 15-17, 2021 (*will be held in-person in Anchorage*)

I have reserved 3 rooms at the Hotel Captain Cook.

I have the Mayor and Assembly Members Morrison and Dalrymple attending the in-person AML Conference. The Mayor will also attend the Alaska Conference of Mayor's (ACoM).

The AML *Draft* Agenda is attached for your review.

---

### Post-Election Training Session and Work Session:

Because of the Borough Manager's resignation, this event has been put on hold. It takes prep and planning to put this together and right now there are several other things that require my attention. My hope is to hold this training either in December, or after the new year. I will ask the Borough Attorney, Joe Levesque to come to Wrangell to give the OMA Training, in-person.

If any of the Assembly has specific questions or needs clarification on Parliamentary Procedures or OMA, I would be happy answer or provide that clarification for you. I would URGE anyone who is not confident in their role as an Assembly Member to attend the virtual Newly Elected Officials training. Let me know if you want to do that.

## Alaska Municipal League 71<sup>st</sup> Annual Local Government Conference

### Sunday, November 14

- |         |   |                    |
|---------|---|--------------------|
| 4:00 pm | <b>Registration Open</b> <ul style="list-style-type: none"> <li>Testing and vaccination on-site</li> <li>Complete CrowdPass – health check and document upload</li> </ul> |                    |
| 6:00 pm | <b>Networking Reception</b><br>First-time Attendees and Newly Elected Officials   | <b>Quarterdeck</b> |

### Monday, November 15

- |          |   |                           |
|----------|---|---------------------------|
|          | <i>AMAA concurrent</i>  | <i>Quarterdeck</i>        |
| 7:00 am  | Registration open   |                           |
| 7:30 am  | <b>Breakfast</b> <ul style="list-style-type: none"> <li>Announcements – <b>Nils Andreassen</b>, Executive Director, Alaska Municipal League</li> </ul>  | <b>Discovery Ballroom</b> |
| 8:00 am  | <b>Opening Session</b> <ul style="list-style-type: none"> <li>Welcome – <b>Pete Petersen</b>, President, Alaska Municipal League</li> <li><b>Land Acknowledgement</b></li> <li><b>District Reports</b></li> </ul>   | <b>Discovery Ballroom</b> |
| 9:15 am  | <b>Untold Stories</b><br>Since the beginning of the coronavirus pandemic, local governments have served on the front lines, working to protect the health and wellbeing of our residents, and driving economic recovery in our communities. Together, local governments have highlighted our critical role and the key services cities and boroughs provide, demonstrating to the public and to our federal partners that local government matters.<br><br>Now, we have an opportunity to tell the full story of our efforts and how we have made incredible differences in the lives of our residents through the CARES Act and American Rescue Plan Act, historic investment in our nation's counties and cities. Let's demonstrate how local governments are helping our residents stay in their homes and keep food on the table. How we are supporting small businesses. How we are steering our communities into the future and helping our residents THRIVE. |                           |
| 11:30 am | Break   |                           |
| 12:00 pm | <b>Lunch and Funders Forum</b> <ul style="list-style-type: none"> <li><b>Alan Weitzner</b>, Executive Director, AIDEA (<i>confirmed</i>)</li> <li>Mike Abbott, Executive Director, Alaska Mental Health Trust (<i>tentative</i>)</li> </ul>   | <b>Discovery Ballroom</b> |

- Garrett Boyle, Federal Co-Chair, Denali Commission
- Chad Stovall, Alaska Field Officer Director, HUD
- Diane Kaplan, President, Rasmuson Foundation,
- DOT&PF, DHSS, DEC, EDA, Congressional offices, Legislative offices, Governor's office, Alaska Community Foundation, USDA Rural Development, Dept. of Energy

1:00 pm Break Exhibit Hall

1:15 pm Concurrent Sessions

- **Regional Water and Sewer Utilities** **Endeavor Room**
  - **John Nichols**, Director, Rural Utility Management Services, ANTHC
  - **Chris Cox**, Alaska Rural Utility Collaborative (*tentative*)
- **Structuring Health and Retirement Benefits** **Fore Deck**
  - **Josh Franzel**, Managing Director, MissionSquare
  - **Thomas Showalter**, Services Director, Alera Connect HR
- **Alaska Municipal Climate Network** **Mid Deck**
  - **Willy Dunne**, Assembly, Kenai Peninsula Borough
  - **Donna Aderhold**, Council, City of Homer
  - **Carole Triem**, Assembly City and Borough of Juneau
- **Childcare and Early Learning** **Adventure Room**
  - **Stephanie Berglund**, CEO, *thread* Alaska
  - **Anna White**, Program Manager, Early Childhood Success, Institute for Youth, Education, and Families, National League of Cities
  - **Shawnda O'Brien**, Director, Division of Public Assistance, DHSS
- **DCRA Municipal Refresher – Elections** **Club Room 1**
  - **Mike White** and **Melody Nibeck**, Local Government Specialists, DCRA

2:30 pm Networking Break Exhibit Hall

3:00 pm Concurrent Sessions

- **Broadband** **Endeavor Room**
  - **Hallie Bisset**, Chair, Alaska Broadband Task Force
  - **Christine O'Connor**, Alaska Telecommunications Association
- **Housing and Homelessness** **Adventure Room**
  - **Chris Kolerok**, Director, Public Policy and Government Affairs, Cook Inlet Housing Authority
  - **Daniel Delfino**, Director, Planning Alaska Housing Finance Corporation (*confirmed*)



- **Brian Wilson**, Executive Director, Alaska Coalition of Housing and Homelessness

- **Public Infrastructure Asset Management** **Fore Deck**
  - **Jake Kowalski**, Government Finance Officers Association
  - **Tim Mearig**, Director, Facilities, Dept. of Education and Early Development
  - AEA (*confirmed*)
- **Benefiting from SEMT** **Mid Deck**
  - **Katherine McDonald**, Office of Rate Review, DHSS
- **DCRA Municipal Refresher – Open Meetings Act** **Club Room 1**
  - **Jed Cox** and **Mike White**, Local Government Specialists, DCRA

4:15 pm Afternoon Break **Exhibit Hall**

4:30 pm **Committee Meetings**

- **Legislative Position Committee** **Endeavor Room**
  - **Sabrina Combs**, Chair, Legislative Position Committee
- **Resolutions Committee** **Endeavor Room**
  - **Jim Matherly**, Chair, Resolutions Committee

5:30 pm **Nominating Committee** **Library**  
*The AML Nominating Committee will conduct this formal meeting to develop and approve the final candidate slate for the AML board of directors.*

- **Pat Branson**, Chair, Nominating Committee

6:00 pm **Awards Dinner** **Fore Deck**  
*A relaxing evening recognizing municipal leadership in Alaska.*

- Elected Official of the Year
- Municipal Employee of the Year
- Vic Fischer Lifetime Service Award
- Emerging Municipal Leader Award

7:30 pm Adjourn Day One

## **Tuesday, November 16**

AMAA Concurrent **Quarterdeck**

7:30 am On-site Registration and Testing

7:30 am **Breakfast and AML-JIA Business Meeting** **Discovery Ballroom**

- **Kevin Smith**, Executive Director, AML Joint Insurance Association (*confirmed*)

- 8:30 am      Announcements
- 9:00 am      Concurrent Sessions
- **Cybersecurity** **Endeavor Room**
    - Waverider
    - **Brian Sams**, Tanium (*confirmed*)
    - **Rita Reynolds**, Cybersecurity Collaborative, NACo (*invited*)
  - **Tribal Governance** **Fore Deck**
    - Assembly, Municipality of Anchorage
    - City of Albuquerque, New Mexico
    - Bethel City Council
    - Dennis Robinson, Vice Mayor, City of Unalaska
    - City & Borough of Sitka
    - Fairbanks North Star Borough Assembly
    - Tribal government representative
  - **Encouraging Alaska Business Development** **Mid Deck**
    - **Jon Bittner**, Director, Small Business Development Center
    - **Katie Ashbaugh**, Buy Alaska
  - **Professional Development Opportunities** **Adventure Room**
    - Leadership (to be invited)
    - Teri Cothren, VP, Workforce Development, University of Alaska Anchorage (*invited*)
    - Affiliates (to be invited)
  - **DCRA Municipal Refresher – Title 29 Jeopardy** **Club Room 1**
    - **Jeff Congdon** and **Lydia Mielke**, Local Government Specialists DCRA
- 10:15 am      Networking Break **Exhibit Hall**
- 10:30 am      Concurrent Sessions
- **Property Tax Assessment – Mandatory Disclosure** **Endeavor Room**
    - **Jeff Rogers**, Finance Director, City and Borough of Juneau
    - Rob Palmer, Borough Attorney, City and Borough of Juneau (*invited*)
    - **Joseph Cassie**, State Assessor, Division of Community and Regional Affairs (*tentative*)
  - **Ranked Choice Voting** **Adventure Room**
    - **Jason Grenn**, Alaskans for Better Elections
    - **Gail Fenumiai**, Division of Elections, State of Alaska
  - **ARPA Implementation, Reporting and Compliance** **Fore Deck**

- **Eryn Hurley**, National Association of Counties
- **Considerations in Municipal Bond Packages** Mid Deck
  - **Deven Mitchell**, Alaska Municipal Bond Bank Authority
- **DCRA/AEA Municipal Training – PCE and Bulk Fuel Loans** Club Room 1
  - **Lydia Mielke** and **Jed Cox**, Local Government Specialists, DCRA
  - AEA (*invited*)
- 11:45 am Break
- 12:00 pm Lunch Discovery Ballroom
- Gubernatorial Candidates Debate**
  - **Mike Dunleavy**, Republican (*invited*)
  - **Les Gara**, Democrat (*invited*)
  - **Bill Walker**, Independent (*invited*)
- 1:15 pm **AML Membership Announcements** Discovery Ballroom
  - **Legislative Position Committee** – update to members on 2022 Position Statement
  - **Resolution Committee** – update to members on 2022 resolutions submitted
  - **Nominating Committee** – update to members on the slate of AML Board candidates
  - **Board Candidates** – candidate one-minute intros
- 2:00 pm **AML and Partner Program Services** Discovery Ballroom
  - **Alaska Municipal League Investment Pool**
    - **Blake Phillips**, Vice President, Alaska Permanent Capital Management
  - **Alaska Municipal Health Trust**
    - **Joshua Weinstein**, President, Employee Benefits Consultant, RISQ Consulting
  - **National Association of Counties Updates**
    - **Jonathan Shuffield**, WIR, National Association of Counties
  - **AML Joint Insurance Association**
    - **Brennan Hickok**, Deputy Director, AML Joint Insurance Association
  - **Alaska Remote Seller Sales Tax Commission**
    - **Jeff Rogers**, President, Alaska Remote Seller Sales Tax Commission
  - **Affiliate Reports**
    - **Melissa Jacobsen**, Past President, Alaska Association of Municipal Clerks (*invited*)
    - **Lyn Carden**, President, Alaska Municipal Management Association
    - **Rich Etheridge**, President, Alaska Fire Chiefs Association
    - **Scott Bloom**, Alaska Municipal Attorneys Association
- 2:45 pm Networking Break and Exhibitor Drawing Aft Deck

3:15 pm

Concurrent Sessions

- **Ports and Harbors – Coastal Infrastructure** **Fore Deck**
  - **Mike Fisher**, Northern Economics
  - **Rachel Lord**, Executive Director, Alaska Association of Harbormasters and Port Administrators
  - **Kolby Hickel**, Port of Alaska, Municipality of Anchorage
- **Quality of Life** **Mid Deck**
  - **Nick Farline**, Valdez Parks; Alaska Recreation and Parks Association
  - **Beth Weigel**, Museum Director, Juneau-Douglas City Museum
- **Modernizing (Online) Sales Tax Collection** **Adventure Room**
  - **Clinton Singletary**, Tax Administrator, Alaska Municipal League
  - **Karl Kaufman**, Landye Bennett, Blumstein LLC
- **Partnering with Nonprofits** **Endeavor Room**
  - **Laurie Wolf**, President & CEO, Foraker Group
- **State Procurement Partnership** **Club Room 1**
  - **Linda Polk**, Office of Procurement, Department of Administration
  - **Jonathon Harshfield**, State Property Manager, Department of Administration
  - **Mindy Birk**, Procurement Policy Officer, Department of Administration

4:30 pm

Afternoon Break

6:00 pm

**Trivia Night**

A fun event to socialize and reconnect.

**Fore Deck**

8:00 pm

Adjourn Day Two

**Wednesday, November 17***AMAA Concurrent**Quarterdeck*

8:00 am

**Breakfast – AMLIP Annual Meeting****Discovery Ballroom**

8:30 am

**Elections***Vote for new board members and officers***Registration Desk**

9:00 am

**Annual Meeting***Members take actions on:*

- Policy Statement
- Resolutions

**Discovery Ballroom**



- Elections

Concurrent Sessions

**AAMC Athenian Dialogue**

**AGFOA**

12:00 pm **Adjourn Annual Conference**

AML Board Meeting

Club Room 1

1:00 pm Concurrent Sessions

AGFOA

Mid Deck

AAMC Athenian Dialogue

Aft Deck

AMMA

Quarter Deck

AAAO

Endeavor

ACoM Work Session – Leadership in Practice

Adventure

3:00 pm Break

3:30 pm Continue concurrent activities

5:00 pm Evening Break

6:00 pm Receptions

- Lake and Peninsula Borough

Club Room I





The Irene Ingle Public Library invites you to  
our 100th Anniversary Open House

**Thursday, October 28**

**2:00 - 4:00 p.m.**

Join us for coffee, punch and cake!

Help us celebrate 100 years of library service!



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>10</b>

Annual Vice-Mayor Appointment

SUBMITTED BY:

Kim Lane, Borough Clerk

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

ATTACHMENTS: 1. None.

**RECOMMENDATION Motion:**

*Motion: Move to appoint \_\_\_\_\_ for Vice-Mayor until October 2022.*

➤ Assembly Member \_\_\_\_\_ has expressed interest in filling this roll.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>10</b>

Annual Investment Committee Appointments (2 Assembly Members)

SUBMITTED BY:

Kim Lane, Borough Clerk

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

ATTACHMENTS: 1. None.

### RECOMMENDATION

**Two members of the Assembly are to be appointed to the Investment Committee at the first regular assembly meeting following certification of the regular election (as per WMC 3.15.020). The appointments are to be made by the Mayor, with the consent of the Assembly.**



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>10</b>

Annual Board and Committee Appointments

SUBMITTED BY:

Kim Lane, Borough Clerk

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

ATTACHMENTS: 1. Letters of Interest

### RECOMMENDATION

**Appointments are to be made by the Mayor, with the consent of the Assembly for the following:**

Board/Committee	Letter of Interest Received from:
Planning & Zoning Commission (2 avail.)	1. Alexandra Angerman 2. Jillian Privett
Parks & Recreation Advisory Board (2 avail.)	1. Joan Sargent 2. Nancy Depero
Wrangell Convention & Visitors Bureau (1 avail.)	1. Mya DeLong
Economic Development Committee (1 avail.)	1. Brian Ashton
Investment Committee (1 avail. – Community Member)	1. Sam Prysunka

**Procedure - Mayor:** If there are no objections to the above appointments to the City Boards and Committees, I will declare them appointed for terms ending October 2024.

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

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

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

*Motion: Move to appoint \_\_\_\_\_ to fill the vacancy on the \_\_\_\_\_ for the term up until October 2024.*

**Kim Lane**

---

**From:** Alexandra Angerman <aangerman19@gmail.com>  
**Sent:** Friday, August 6, 2021 9:16 AM  
**To:** Kim Lane  
**Subject:** Continuation Request

Good morning,

This email is to inform you that I'd like to continue holding a seat on the Planning & Zoning Commission with the City & Borough of Wrangell, Alaska after my term expires this upcoming month. Please let me know if I need to take any additional steps.

Thank you

Alex Angerman

**Kim Lane**

---

**From:** wrangellpitstop@gmail.com  
**Sent:** Thursday, September 2, 2021 5:10 PM  
**To:** Kim Lane  
**Subject:** P&z seat

Hello! I'm wishing to renew my seat on the P&Z commission, thank you !

The Pit Stop LLC  
Jillian Privett  
Box 585  
Wrangell, AK 99929  
Contact #9073051095

**Kim Lane**

---

**From:** JOHN SARGENT <jjsargent143@gmail.com>  
**Sent:** Friday, August 20, 2021 10:31 AM  
**To:** Kim Lane  
**Subject:** P&R Rec Board

Kim,

I would like to serve another term on the Parks and Recreation Board. I received a notice that my term expires in October.

Thanks for notice and all you do for Wrangell,  
Joan

Nancy Delpero  
PO Box 1942  
Wrangell, AK 99929

Mayor Stephen Prysunka  
Wrangell, AK 99929

RE: Letter of interest

10/8/2021

Dear Mayor Prysunka,

I am sending a letter of interest for the vacancy on the Parks & Recreation Advisory Board.

I have just returned to Wrangell, having been in Juneau since 2017. I am aware of many of the special characteristic of Wrangell, and I'm interested in contributing to the healthy growth of this community. I am an avid user of Wrangell's outdoor space and I have been employed in Wrangell since 2014 at Alaska Charters and Adventures.

I am a year-round resident, and I believe I am qualified for this position because of my previous experience. I have been on the CVB in 2014-2017 so I am familiar with the workings of being a board member. I participated in the spring clean-up and along with a friend adopted one of the beds to keep weeded and tidy. I also have previous board experience with a Nonprofit board; 3 of those years as President.

Wrangell has a diverse population that benefits from all that Parks and Recs has to offer. I would like to support the programs and projects that are currently happening and advise on any future programs. At all ages it is important to keep our bodies moving.

I hope you will consider my request, for I believe I would be an asset to the Advisory Board.

Sincerely,

Nancy Delpero

907-660-7501  
taosart@gmail.com



**Kim Lane**

---

**From:** Mya DeLong <myaglow@gmail.com>  
**Sent:** Tuesday, October 12, 2021 1:05 PM  
**To:** Kim Lane  
**Subject:** Letter of interest for CVB

Good Afternoon Kim,  
Can you please forward this on to Mayor Prysunka & Assembly.

To: Mayor Prysunka & the Assembly ,

I would like to submit my letter of interest to serve on the CVB board.  
I'm invested in the sustainable growth to Wrangell's visitor Community.

Thanks for your consideration,  
Mya DeLong

**From:** [ashtonb@ared.net](mailto:ashtonb@ared.net)  
**To:** [Kim Lane](#)  
**Subject:** Letter of interest for serving on the Economic Development Committee  
**Date:** Monday, October 4, 2021 9:04:20 AM

---

Good Morning,

Please accept this letter of interest for serving on the Economic Development Committee.

I have lived in Wrangell since 1990 and have been self-employed since 1995. I have a passion for seeing Wrangell grow diversely both socially and economically. It is imperative that we continue to proactively develop our future.

Wrangell has both potential and challenges to what we become in the future. Vision is imperative to any community wishing to chart its course.

Thank you, Brian Ashton

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>11</b>

Request to vacate a portion of the Peninsula Street Right-of-Way adjacent to Lot A, P.C. Resubdivision, owned by Dave and Lilia Brown, zoned Single Family Residential

**SUBMITTED BY:**

Carol Rushmore, Economic Development Dir.

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

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

**Amount Budgeted:**

	FY19 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
--	-----------------

**Account Name(s):**

	Enter Text Here
--	-----------------

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

	\$XXX
--	-------

**Reviews/Approvals/Recommendations**

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

**ATTACHMENTS:** 1. Vacation Request 2. Aerial 3. Assessor Map 39-14; 4. P. 5 of Peninsula Street ROW Plat No. 94-10; 5. Memo from Tom Wetor, Public Works Director

**RECOMMENDED MOTION:**

No Decision at this time, public hearing only.

The Planning and Zoning Commission recommended approval of the partial vacation, incorporating an area from the southern front corner marker of Lot A, P.C. Resubdivision, to the southern front corner marker of Lot B, P.C. Resubdivision, but staff recommended to deny the vacation request as the right-of-way width is below the required 60 width for minor streets per WMC 19.24.050.

## Summary Statement:

Applicants are requesting to vacate a portion of Peninsula Street in front of their property that is currently used for temporary parking or vehicle turn arounds by nearby business or harbor users.

The Planning and Zoning Commission held a public hearing on this item at a Special Meeting on September 21, 2021. The Commission moved to recommend to the Assembly to approve not the actual request of the applicants, but a partial Peninsula Street right-of-way vacation, including an area from the southern front corner marker of Lot A, P.C. Resubdivision, to the southern front corner marker of Lot B, P.C. Resubdivision (the area outlined in the blue dashed lines in the aerial below). Staff recommended to the Commission denial of the request because the minimum width of right-of-ways per WMC 19.25.050 for minor streets is 60 feet.

## Findings of Fact:

The Planning and Zoning Commission makes a recommendation to the Assembly. The Commission made the following Findings of Fact:

The applicant is requesting a partial street vacation of Peninsula Street in front of where his property is located. There are not specific codes within the Municipal Code outlining the process for consideration of a right-of-way vacation and therefore the requirements of Chapter 20.76 Amendments are followed as this would be a change to the zoning map.

The adjacent lot where the Peninsula Street right-of-way (ROW) vacation is requested is zoned Single Family Residential and owned by the applicants of the ROW vacation request. The lot is 80' x 98.5' or 7,493 square feet. The applicant is seeking to construct on the lot a residential/garage/shop and is seeking the vacation to be able to construct a building on the area of the lot that will allow Fire Response access to the back of the building and meet setback requirements. Currently, due to the cliff and rock slope on the back boundary of the property, according to local contractors, no more rock should be removed to maintain the integrity of the cliff.

***Per WMC 20.76 (C): Within 45 days from the date of the hearing as set forth in this section, the commission shall study the proposed change and shall make a report in writing to the borough assembly. The report shall include the following:***

***1. Findings as to need and justification for the proposed change including findings as to the effect which the proposed change would have on the objectives of the comprehensive plan:***

Peninsula Street in this particular area has a very weird configuration as part of the Wrangell Townsite. Attached are two maps, one from the 1970's and the as-built of Peninsula Street after it's paving in 1993-94. There is also a photo below. The ROW is narrow at about 38 feet at the closest point on the south property line, and widens to approximately 60 feet at the north corner of Lot A, then narrows again to 42 feet at the south corner of the adjacent Prunella's lot.

Lot A owned by the applicant sits back as much as 35 feet toward the north end of the property from the actual roadway. There is an unnamed alley way that intersects with Peninsula Street that is 15 feet wide on the south end of the property. The back of the property is a rock slope that terminates at a rock cliff face. The area has been cleared as much as possible without blasting for

a building pad. Their specific request was to vacate up to the edge of road. After further discussion with the applicants, they are amenable to only requesting a diagonal portion from the southern corner of Lot A (owned by Brown's), connecting to Prunella's southern corner of Lot B, and approximately 1,020 sq. ft. This narrows and straightens up the defined ROW and will provide the applicants with additional front yard to minimize proximity to the property line and allow necessary fire access to the back of the structure where it abuts the rock slope.

WMC19.24.050 Streets Width requires all minor streets to be 60 feet wide. Peninsula Street is already only 54 feet on the south corner of the Lot A property (perpendicular measurement) or 38' from the same corner to the closest corner on the opposite side of the street, and 60 feet wide on the northern corner. The triangular vacation area to the corner of Prunella's lot makes sense to slightly even out ROW edges, however, it reduces the ROW width on the northern corner to approximately 41 feet, and under the required Code requirement. (see photo below). Peninsula Street does not meet the existing ROW width requirement anywhere along most of its length.

The proposed modified vacation would not impact the Comprehensive Plan goals and objectives to provide for a variety of housing types, develop land for residential and commercial uses and to provide necessary utility services. The Comprehensive Plan does not directly address ROW vacations, but addresses roads as a necessary component to development opportunities.

***2. Findings as to the effect which the proposed change would have on property owners in the area of proposed boundary changes, including changes in traffic flow, population, density, off-street parking, sewer and water services:***

The modified proposed vacation will not affect changes in traffic flow, off-street parking and sewer and water services. Sewer and water mains are on the opposite side of the road. Electrical may cross the very southern portion of the proposed modified vacated area and an easement would be required during the platting process. Currently this ROW area in front of the Brown's property is used for unofficial parking by harbor users, or those accessing the businesses in the area on Peninsula Street. It is not a formal parking lot. The area is used for larger vehicle turn arounds, including emergency vehicles, due to the narrow width and dead-end nature of Peninsula Street. If the unnamed alleyway on the south end of Lot A were improved there could be an appropriate circle – Peninsula Street to Sunset Blvd, to Oceanview Dr. to Alley -- that larger vehicles and emergency response vehicles could make, instead of backing up and turning around at the end of Peninsula Street. The only existing property owner affected by the vacation request would likely be Prunella, as the Brown's new corner would extend to Prunella's southern property corner, unless Mrs. Prunella is interested in the partial vacation to square up her side/front property line. The Browns are requesting to go to the front corner rather than provide a small ROW cut out between their lot line and her northern front corner (shown with dotted lines below).

Tom Wetor, Public Works Director provided comments regarding the vacation, acknowledging the unknown should Peninsula Street or intersection of Peninsula Street and Sunset Blvd need to be widened and improved.

Historically, there have been a few partial vacations of ROW's that reduces the width of the ROW below the 60-foot width requirement - some staff recommended approval and some staff did not. ROW vacations should be carefully considered as the future needs of the community are often

uncertain, and once a ROW is vacated and lost to municipal use, the ability for future use and improvements is lost.

### ***3. Recommendation as to the approval or disapproval of the change.***

The Commission moved to recommend to the Assembly to approve not the actual request of the applicants, but a partial Peninsula Street right-of-way vacation, including an area from the southern front corner marker of Lot A, P.C. Resubdivision, to the southern front corner marker of Lot B, P.C. Resubdivision (the area outlined in the blue dashed lines in the aerial below). Staff recommended to the Commission denial of the request because the minimum width of right-of-ways per WMC 19.25.050 for minor streets is 60 feet.






RECEIVED  
SEP 09 2021  
WRANGELL CITY HALL

To the city of Wrangell,

We are requesting to purchase the right of way between Peninsula street and our property (Lot A subdivision P.C. resubd. Plat 97-16 Wrangell Alaska). The reason being, the usable portion of our land for building is very limited due to the steep rock banks at the sides and back of the lot in addition to the large right of way in between our lot and the road. We have recently come to realize that our building plans are not feasible due to this large right of way. We've attached a map with the outlined area in red that we would like to purchase.

Thank you very much for your time and consideration,  
Dave and Lilia Brown

 *in approval.*

WE  
ONLY  
MAKING  
THE  
SAME  
  
1ST  
  
P  
201



TRACT 2  
LOT 3H

TRACT 2  
LOT 3P

TRACT 1  
LOT 3P

(B4)

(R) 18.41  
(M) 18.22

(M) S 30°46'12" E 88.88  
(R) S 30°38'48" E 88.88

PREVIOUS  
LOT LINE

(M) S 20°18'48" E 70.88  
(R) S 20°10'00" E 70.00

(R) 18.07  
(M) 18.14

LOT A

7,493 S.F.  
BK 6, PG 636  
OWNER: CAMPBELL TOWING INC.

LOT B

5,888 S.F.  
BK 6, PG 784  
OWNER: ROBERT & DEBRA PRUNELLA

LOT 3J

GARAGE

HOUSE

LOT 3K

DECK

(C) N 30°28'55" W 88.80

(C) N 30°28'55" W 88.80

(C) 18.83

(M) S 30°34'48" E 47.80  
(R) S 30°38'48" E 48.00

BASIS OF BEARING  
BLVD

PENINSULA

STREET

SUNSET

EDGE OF ROAD

EDGE OF ROAD

BANK

BANK

TOE

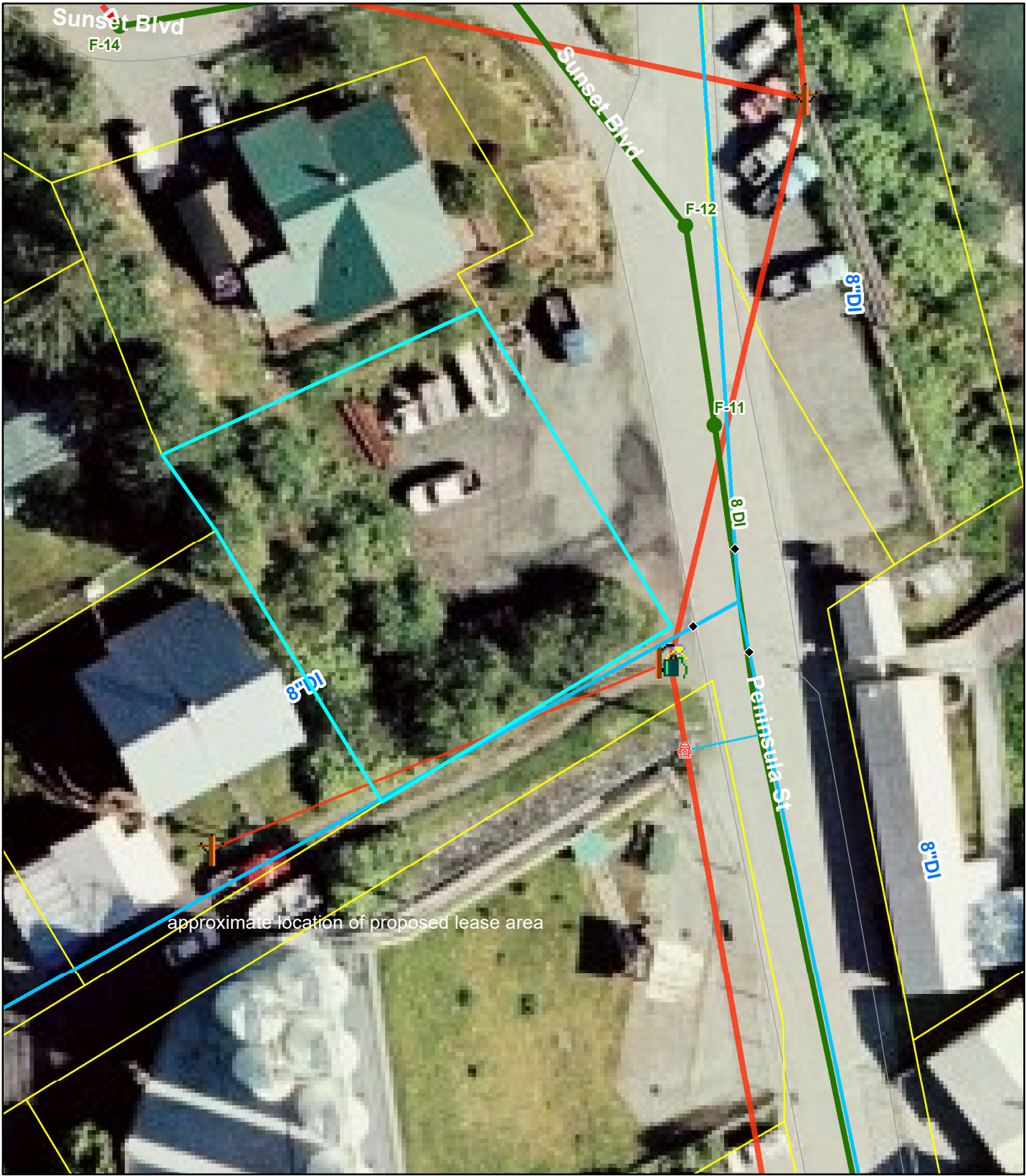
EXISTING ROAD

(M) N 59°15'08" E 79.86  
(R) N 59°26'16" E 80.00



# CITY AND BOROUGH OF WRANGELL, ALASKA

Item a.



1 inch = 33.333333 feet  
Scale: 9/10/2021

Public Map



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

Item a.

# CITY OF WRANGELL, ALASKA

CHARLES POOL & ASSOCIATES INC.  
1228 TONGASS AVE. KETCHIKAN, ALASKA 99901

SEE SHEET 13

SEE SHEET 25

SEE SHEET 15

CURVE	IN	LENGTH	DELTA	CHORD	CH. BEARS
1	7	89.89	9.0725°	89.78	N 85.4318° W
2	7	76.19	5.6459°	76.10	N 12.4618° W
3	7	13.72	0.5330°	13.72	N 10.2918° W
4	7	27.89	5.1820°	27.86	N 10.3340° W
5	7	63.17	10.0725°	63.10	N 21.1700° W
6	7	24.53	4.4019°	24.52	N 34.4080° W
7	270.88	14.25	0.1116°	14.22	N 33.5030° W
8	270.88	16.71	37.33°	7.4800°	37.33°
9	305.89	17.17	34.30°	6.2930°	34.28°

PLAT REVISIONS					COMMENTS
NO.	DATE	BY	PLAT NO.	SUBDIVISION NAME	
1	MAY1991	JM	85-7	A SUBDIVISION OF LOT 3L BLK. 84 WRG TWN	
2	MAY1991	JM	81-5	BLK SUBDIVISION - LOT 3J BLK. 84 WRG TWN	
3	MAY1991	JM	89-8	L.P. SUBDIVISION LOT 7 BLK. 84 WRG TWN	
4	JUNE1991	JM	85-2	WRANGELL CITY HARBOR LEASE	
5	8-92	JM	92-5	WALKWAY SUBDIVISION PORTION OF LOT 5 BLOCK 84	



**From:** [Tom Wetor](#)  
**To:** [Carol Rushmore](#)  
**Subject:** Re: thoughts re. Peninsula Street  
**Date:** Monday, September 20, 2021 3:28:05 PM

---

Carol;

It may be possible to extend in line with the corner of the Prunella property. Utilities are not the issue currently as they are in the middle or far side of the road. However if the road is ever re done that may change.

The biggest issue right now with this location and reducing the ROW is the hill going up Sunset Blvd. This hill is very steep and needs to be regraded with a lesser incline. In order to do so they City would have to use a significant portion of the ROW along Prunella and Browns property. Please let me know if this answers your questions for Public Works. Thanks.

Tom Wetor  
City and Borough of Wrangell: Public Works Director  
Public Works Phone: (907) 874-3904  
Cell Phone: (907) 660-7833

---

**From:** Carol Rushmore <ecodev@wrangell.com>  
**Sent:** Monday, September 20, 2021 9:51 AM  
**To:** Tom Wetor <twetor@wrangell.com>  
**Subject:** thoughts re. Peninsula Street

Tom,

If you have any thoughts regarding the request to vacate a portion of Peninsula street that I sent you last week, please let me know asap. I have recommended denial on the sole reason that the vacation would reduce ROW width below 60'. Peninsusla is pretty weird in that area.. but if you had any other thoughts regarding let me know. thanks.

Carol Rushmore



Economic Development Director  
City and Borough of Wrangell  
P.O. Box 531  
Wrangell, AK 99929  
907-874-2381

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of a Tidelands Lease to Brian Herman, dba Canoe Lagoon Oysters, for a Portion of Tract D-1, ATS 1531, Parcel #03-007-498; Plat 99-8)

### SUBMITTED BY:

Lisa Von Bargaen, Borough Manager,  
Carol Rushmore, Economic Development Dir.  
Kim Lane, Borough Clerk

### FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 19: \$	FY 20: \$	FY21: \$
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### **Amount Budgeted:**

FY19 \$XXX	
------------	--

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

XXXXXX XXX XXXX	
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### **Account Name(s):**

Enter Text Here	
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### **Unencumbered Balance(s) (prior to expenditure):**

\$XXX	
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### Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Commission, Board or Committee
Name(s)	Port Commission
Name(s)	Planning and Zoning Commission
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Tidelands Lease; 2. Proposal from Canoe Lagoon Oysters; 3. Aerial of site 4. P&Z & Port Commission Memos

### **RECOMMENDED MOTION:**

Move to Approve a Tidelands Lease to Brian Herman, dba Canoe Lagoon Oysters, for a Portion of Tract D-1, ATS 1531, Parcel #03-007-498; Plat 99-8 with the annual lease amount to be based on 6% of the appraised value and with a delayed start date to the lease to be estimated to be June 2022 so that the applicant can complete the required testing for the site.

### **Summary Statement:**

The applicant is seeking to lease approximately 1 acre of tidelands in the intertidal area in front of the airplane pullout at 4 Mile Zimovia Highway to store and raise oysters in containment bags.

The request to lease the tidelands was reviewed by the Port Commission and the Planning and Zoning Commission in September 2021 and each recommended to the Assembly to move forward with a lease. The Planning and Zoning Commission added three conditions to their recommendation: 1) An initial one-year lease to allow for testing and State certifications for the commercial operation; 2) container van staging should not occur on the pull-out area; 3) staging or cleaning facilities within Shoemaker Bay Harbor and access via ATV should be considered in full once the site is certified and they have finalized their preferred operational plan.

Mr. Herman of Canoe Lagoon Oysters LLC provides a very detailed description of their needs and the issues within his request to lease. Canoe Lagoon is seeking to find a place to store oysters in mesh containment bags and allow maturing so that they can meet their weekly demand. Rough waters and inclement weather can often, especially in winter, affect their ability to transport oysters from the Blashke Islands for shipping out of Wrangell. Canoe Lagoon Oysters/ Mr. Herman, received a conditional use permit for a cottage industry to sort oysters for shipping from their house on Case Avenue a couple of months ago.

Mr. Herman worked with staff to look at numerous tideland sites, but for various reasons - primarily water quality, ownership, or access - alternative sites have been eliminated and this proposed site is the most ideal. Their preference is to lease tidelands from the City and Borough of Wrangell rather than from the State due to the length of time (at least 2 years) that the Alaska Department of Natural Resources takes to review lease applications. They are initially seeking a one-year lease, with option to renew so that they can begin the water quality certifications and other State reviews required for any commercial site for oysters. If the State does not approve use of this site, another site must be found. Other sites considered thus far and eliminated include a couple of sites near the old 6-Mile mill, a couple of sites on the Back Channel, and a location near City Park. Site requirements include, but are not limited to, access in stormy weather, specific tidal depth, and water quality.

Canoe Lagoon's proposal is to bring the mesh bags to Wrangell to store within the tidelands to have adequate volume to meet weekly shipping demands. The bags of oysters need to be placed within the .00' to +3' tidal area - anything deeper will affect access and anything shallower will risk the oysters freezing.

The applicant is estimating that a week's worth of oysters would equate to approximately 400 sq ft of land area for the mesh bags. At any one time they are expecting to only need approximately 10% of the 42,000 square feet of surface area requested for lease. The bags will be rotated within the lease area to minimize any impacts to the clams in the beach area. The applicant is not seeking to restrict any public access to clamming. They would do considerable public education for an understanding of what the bags are, why, what happens and request folks to not move the bags.

Mr. Herman is hoping for a long-term lease, however the State requires stringent water quality testing, thus the initial year lease or approval of a delayed lease in order to begin that process for the potential site and in case water quality turns out not to be up to standards. Mr. Herman discussed staging areas and cleaning of oysters in their request. A conversation with the Port Commission revealed that the Commission would prefer not to have a container van located at the pull-out site but potentially at Shoemaker Bay Harbor. The pull-out site is actually dedicated for recreational use. The Port Commission was tentatively accepting of cleaning at Shoemaker Harbor, although a final operational plan should be presented once the tideland lease site is approved by the State. According to the applicant, they pressure wash algae build up, barnacles,

limpets, and small sea worms that get in the frills of the shell. All are biologicals that typically die and get eaten by other critters in the water. They propose to collect all waste and any dead oysters and dispose of it at the landfill or as appropriate. No accumulating material will go back into the water in the harbor. Currently, the waste obtained from cleaning is less than a quarter of a five-gallon bucket. The cleaning is mostly to remove some of the brown and green algae that accumulates which just washes off with water. Often crabs will do the bulk of the cleaning and the collectors are just rinsing the oysters.

There was also a discussion by the Port Commission and the Planning and Zoning Commission of potential ATV access to the bags. Allowing ATV access from the pull-out to the bags creates potential that it would generate more ATV access by the public on the beach which could potentially impact shellfish beds, thus an operational plan for collection and cleaning was requested once State approves the site.

## **TIDELANDS LEASE AGREEMENT**

This Lease Agreement (Agreement) is made effective as of \_\_\_\_\_, \_\_\_\_ (“Effective Date”) between Brian Herman, dba Canoe Lagoon Oysters LLC whose mailing address is P.O. Box 381, Wrangell, AK 99929 (“Lessee”), and the City and Borough of Wrangell, a municipality, whose mailing address is PO Box 531, Wrangell, AK 99929 (“Borough ”) (each a “Party” and collectively, the “Parties”).

WHEREAS, the Borough owns the property described below; and

WHEREAS, the Borough wishes to lease this parcel of land to Brian Herman, dba Canoe Lagoon Oysters LLC; and;

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

### **LEGAL DESCRIPTION**

**Approximately One Acre of Tidelands within a Portion of Tract D-1, ATS 1531,  
S.B.P.L. Subdivision (Parcel #03-007-498; Plat No. 99-8), Wrangell Recording  
District within the City and Borough of Wrangell, Alaska**

1. **LEASE TERM.** The term of this Lease shall begin on the \_\_\_\_\_, and shall continue until \_\_\_\_\_ (“Lease Term”). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, defense, and indemnification obligations) of either Party hereto involving any act, omission, breach, or default occurring prior to such expiration or termination. In accordance with WMC 16.08.070, leases under this chapter may be issued for a maximum initial period of twenty-one (21) years, and may provide for not more than six, five-year renewal options. The assembly will approve or reject the negotiated lease. No rights to new leases or new use of tidelands or submerged lands may arise until the assembly approves a final written lease. Nothing in this chapter requires the borough assembly to accept any lease.
2. **RENTAL.** During the initial period of Assigned Lease Term, Lessee shall pay the Borough rent for the Premises (“Rent”) in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) plus tax, per year, billed annually and due at the start of each subsequent year of the term, with the annual payment due on or before August 1<sup>st</sup> of each year. Lessee shall pay all property taxes assessed against the leased Premises.
3. In accordance with WMC 16.08.110 and 16.08.120 the annual Rent payable pursuant to any Lease issued under the provisions of this chapter shall be subject to adjustment by the Assembly on the fifth anniversary of the date of the Lease and each anniversary date thereafter which is divisible by the number five. The next fifth anniversary of this Assigned

Lease is [REDACTED]. All adjusted rates shall be computed at six percent of the fair market value of the land and improvements owned by the Borough and leased thereunder. Such value shall be determined by an appraisal made by the Borough assessor, or contract appraiser, and reviewed and determined by the Assembly as provided in WMC 16.08.040 and 16.08.120.

#### 4. OPERATION AND MAINTENANCE

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

#### 5. TERMS AND CONDITIONS

- a. Lease Utilization. Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use without the express consent of the borough assembly shall constitute a violation of the lease. The Borough Assembly shall require a development plan to be submitted and followed by the Lessee. Failure to develop the land consistent with the development plan constitutes grounds for cancellation of the Lease at the option of the Borough Assembly.

##### **Additional Conditions:**

The lease will be delayed for approximately one-year to allow for State Certifications and approval for commercial operation.

Container van staging should not occur on the pull-out area.

Staging or cleaning facilities within Shoemaker Bay Harbor and access via ATV should be reconsidered in full once the site is certified and the Lessee has finalized their operational plan.

- b. Subleasing and Assignment. No Lessee of Borough tidelands shall sublease or assign their Lease or any interest therein without the prior written consent of the Borough Assembly. Consent to sublease or assign shall not be unreasonably withheld, but shall be granted in all cases, where the Borough Assembly finds that the assignment or sublease will not be detrimental to the interest of the Borough in the development of Borough tidelands.



- c. Modification. No Lease under this chapter may be modified orally or in any manner other than by a Lease Amendment approved by the Borough Assembly and signed by all parties thereto or their respective successors in interest.
- d. Required Improvements. Each Lease shall contain a requirement that the Lessee construct improvements suitable for the use of which the land is classified of a specified minimum value within two years from the date of the Lease and that a Corps of Engineers permit shall be obtained prior to construction when required. Improvements in the limited context of the tidelands leasing provisions may include a parking lot with fill or surfacing, drainage, ingress and egress as the Assembly shall require. The applicant shall be notified of the amount of the minimum annual Rent and the value of the improvements required to be constructed thereon.
- e. Indemnification and Insurance
  - 1. Indemnification of Lessor. Lessee agrees, to the fullest extent of the law, to indemnify, defend and hold Lessor harmless against and from any and all claims, actions and proceedings or any kind and any nature by or on behalf of any person, entity or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the leased Premises, or arising out of or related in any way to the Lessee's use of the Premises, beginning [REDACTED] regardless of when such claims may have occurred, arose or accrued, which in any way relate to the leased premises, including, without limitation, in connection with hazardous materials. Lessee also agrees to indemnify, defend and save Lessor harmless against and from any and all claims arising during the lease term from any condition of the leased property. Lessee also agrees to indemnify, defend and hold harmless Lessor from any and all claims, including but not limited to physical injury, death, property damage, special damages, consequential damages, expenses, costs, and attorneys' fees, directly or indirectly arising out of, in connection with, or incident to the operation of the leased Premises or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this lease, or arising from Lessee's failure to comply with any law, ordinance or regulation of any governmental body, or arising from any negligent act or omission of Lessee or any of its agents, contractors, servants, employees, licensees, guests and sublessees and any agents, contractors, servants, employees, licensees and guests of its sublessees. Lessee's obligation to defend, indemnify and hold Lessor harmless shall include Lessee's payments of reasonable actual attorneys' fees.
  - 2. Insurance. Lessee shall provide to the Borough a certificate of insurance showing that the Lessee has obtained at least one million dollars (\$1,000,000.00) general liability insurance, which covers the Lessee's operations on the leased Premises. Lessee shall provide the Certificate of

Insurance, naming the Borough as an additional insured, at the time of the Effective Date of the lease. Failure to maintain such insurance shall constitute a material breach of the terms and conditions of the Lease and a default. Lessee shall notify the Borough twenty (20) days before the policy is canceled or terminated and unless the Lessee provides a new Certificate of Insurance within 30 days of cancellation or termination, the Borough may immediately terminate this Lease without further notice at its sole option. Any violation of this provision constitutes a material breach of the lease.

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

f. Cancellation or Forfeiture of Leases.

1. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the Lessee and the Borough.

2. If the Lease should be terminated because of any breach by the Lessee, as provided in this chapter, the annual Rent payment last made by the Lessee shall be forfeited and retained by the Lessor.
  3. A Lease may be canceled if the leased Premises are used for any unlawful purpose.
  4. If the Lessee shall be in default in the performance, observance, or conditions of any of the lease terms, covenants, or stipulations thereto, or of valid regulations enforced, the Borough Manager may immediately take appropriate action, including but not limited to cancellation of the lease. No improvements may be removed during any time the Lessee is in default. The Lease shall terminate automatically on [REDACTED].
- g. Remedies Cumulative. The specified remedies to which the Borough may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Borough may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this Agreement. In addition to the other remedies provided in this Agreement, the Borough shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.
  - h. Notice or Demand. Any notice or demand which must be given under the terms of a Lease under this chapter may be given, in writing, by registered or certified mail addressed to the other party at the address shown on the Lease. Notice shall be deemed given when deposited in the United States Postal receptacle.
  - i. Entry and Reentry. In the event the Lease is terminated, or in the event that the leased Premises, or any part thereof, are abandoned by the Lessee during the Lease Term, the Borough or its agents or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises and remove all persons and property either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages to the Lessee or any other person or entity. No reentry by the Borough shall be deemed an acceptance of a surrender of the Lease.
  - j. Re-Lease. In the event that the Lease is terminated, the Borough may offer the Premises for lease or other disposal in accordance with the Borough code.
  - k. Forfeiture of Rental. In the event that the Lease is terminated because of any breach by the Lessee, the monthly Rent payment last made by the Lessee shall be forfeited and retained by the Borough.
  - l. Written Waiver. The receipt of Rent by the Borough with knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in observance

or performance of any of the conditions or covenants of the Lease, shall not be deemed to be a waiver of any provision of the Lease. No failure on the part of the Borough to enforce any covenant or provision contained in this Agreement, nor any waiver of any right by the Borough unless in writing, shall discharge or invalidate the covenants or provisions of this Lease or otherwise affect the right of the Borough to enforce the Lease in the event of any subsequent breach or default. The receipt by the Borough of any other sum of money after the termination in any manner, of the Lease Term or after the giving by the Borough of any notice to effect termination, shall not reinstate, continue or extend the resultant Lease Term or destroy or in any manner impair the efficiency of any such notice or termination as may have been given by the Borough to the Lessee prior to the receipt of any sum of money or other consideration, unless so agreed to in writing and signed by the Borough Manager.

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

1. The Lessee shall comply with all regulations, rules, the Borough code and with all state and federal regulations, rules, and laws.
  2. The Lessee shall comply with all provisions of the Borough code which are promulgated for the promotion of sanitation, life safety and public health. The leased Premises shall be kept in a neat, clean and sanitary condition, and every effort shall be made to prevent pollution.
  3. Fire protection. The Lessee shall take all reasonable precaution to comply with provisions of the Borough code concerning fire protection applicable to the area of the leased Premises.
- q. Inspection. The Lessee shall allow an authorized representative of the Borough to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon.
  - r. Use of Material. All coal, oil, gas and other minerals, and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by the Borough and shall not be removed from the land except with written permission of the Borough. The Lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the Borough in writing.
  - s. Rights-of-Way. The Borough expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the Borough to do so. The Lessee whose land such easements cross shall be entitled to damages for all improvements destroyed or damaged.
  - t. Warranty. The Borough does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or Lease and no guaranty is given or implied that it will be profitable to employ land to be used by the Lessee.
6. **ENTIRE AGREEMENT.** This Lease Agreement contains the entire and integrated agreement of the parties and supersedes all other prior Leases, Agreements, and oral or written communications or negotiations. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the Parties. This Agreement shall be binding upon the Parties and upon their respective executors, administrators, legal representatives, successors and assigns.
  7. **GOVERNING LAW, JURISDICTION AND VENUE.** The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of or relating in any way to this Lease Agreement and the use of the leased Premises.

8. **TITLES AND HEADINGS.** Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
9. **REPRESENTATIONS BY LESSEE.** Lessee acknowledges and agrees that Lessee is not relying on any representations by any Borough employee, officer, Assembly member, Mayor, consultant, or attorneys. Lessee acknowledges and agrees that Lessee has had full opportunity to consult with Lessee's own attorney before entering this Lease.
10. **NOTICE.** All notices and requests in connection with this lease shall be in writing and shall be addressed as follows:

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

Brian Herman  
 dba Canoe Lagoon Oysters, LLC  
 PO Box 381  
 Wrangell, AK 99929

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

**City of Borough of Wrangell**

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

Name: Brian Herman

Title: \_\_\_\_\_

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

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

Name: Stephen Prysunka

Title: Borough Mayor

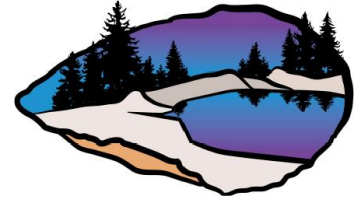
Date: \_\_\_\_\_

APPROVED AS TO FORM:

Levesque Law Group  
 Attorneys for City & Borough of Wrangell

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





Canoe Lagoon Oysters LLC

August 8, 2021

## Tideland Lease Proposal to the City of Wrangell

**Proposal:** Canoe Lagoon Oysters LLC proposes leasing approximately one acre of tideland within Parcel # 03-007-498 (see attached map with boundary coordinates) for the purpose of storing and raising mature oysters in plastic mesh containment bags. The location is important due to the access to a specific tide height available in this parcel. Our oysters must be placed between a +0' and +3' to allow access and prevent freezing. This location would allow Canoe Lagoon Oysters to access salable oysters during months of inclement weather. Canoe Lagoon's main farm is located in the Blashke Islands which is approximately 30 NM by boat from Wrangell. We currently bring all of our product to Wrangell to export via Alaska Air Cargo. All of our oysters are sold live and need to be in certified growing water until the time of harvest. This beach location would provide us easy access when we are unable to get to our main farm by boat.

**Contingencies:** In conjunction with approval by the City of Wrangell, and all interested parties, we will also need to gain Alaska Department of Environmental Control, and Alaska Department of Fish and Game approval for a certified shellfish growing area. This process can take up to 18 months. Upon approval from the City of Wrangell, Canoe Lagoon would like to have an initial 1-year lease contract with a second-year option for renewal to allow this State of Alaska to complete their approval process. Upon final approval from all State of Alaska Agencies, Canoe Lagoon at this point can sign a long-term lease for the said Parcel.

**Possible additional requests:** The following items we would like to discuss but the above lease proposal would not be contingent on agreement of these items.

1. Placement of shipping container at adjacent parking area or at Shoemaker harbor to store equipment
2. Creating an ATV access trail to the proposed lease site across the beach to allow for easier access.
3. Create an oyster cleaning area by having access to public water either at the adjacent parking area or at Shoemaker Harbor to rinse the oysters prior to delivery to our packing facility.

The above items are very flexible, and Canoe Lagoon would like input from the City of Wrangell to find the best fit for the community and Canoe Lagoon.

**Operational Details:** The oysters would be placed in mesh bags each bag containing approximately 10 dozen oyster per bag. The bags are approximately 3' long by 1.5' wide. The bags may need to be attached to a ground line depending on how severe the currents are during storms, but we hope to not need them. By 2023 we anticipate the weekly sale of 400 dozen oysters which would equate to about 40-45 bags. Each week's worth of bags would encompass approximately 400 sf including spacing between bags. We anticipate needing to stock between 6 – 10 weeks of deliveries to ensure we do not run out of product. Of the 42,000-sf requested at any one time we would only be utilizing approximately 10% of the surface area. This will allow us to "rotate" where we place the bags to lessen the impact on existing shellfish in the tidal zone. (See attached bag layout map) The oysters would be delivered by boat already in the bags and placed on the beach by hand. Harvesting consists of removing the bags from the beach by hand or with a skiff and taken to the designated cleaning area to be washed. That area would either be right there on the beach using pumped sea water from the growing area, or a determined cleaning area at Shoemaker Harbor.



### Positive Impacts:

- 1: Lease Revenue to the City
- 2: Employment of two full time employees and possibly 2 additional part time employees as we grow more sales.
- 3: Provides Canoe Lagoon with a steady flow of oysters to supply our customers
- 4: Reduced fuel consumption by Canoe Lagoon.
- 5: By providing enough area to rotate the location of the bags, it will cause minimal disruption to the personal use shellfish harvesting in that area.

### How to Minimize possible negative impacts:

- 1: Impact to personal shellfish harvesting: we understand that this area is utilized by the community for harvesting of clams and mussels. We will not be requesting to ban access by the public within the designated lease boundary, and the public can harvest clams and mussels around our equipment. Unless we start to have damage and or theft of our oysters and equipment. We believe that if we make a concerted effort to educate the public what is being done at this site, we will get very good cooperation from the locals. Upon approval, we will publish several articles in the Sentinel describing what will be happening, and we will also place a sign at the site with some information regarding access and respecting our property.
- 2: Cleaning oysters with public water: We would like to find a suitable location and have a water meter for our usage if it is public water. We will also work to find cleaning solutions that minimize the water usage such as using pressure washing.

3: Appearance of the beach: Canoe Lagoon realizes that Wrangell takes pride in its beautiful surroundings and the beach is an attraction for residents as well as visitors. The bags will be under water for more than 65% of most days and not visible, and the bags being dark in color will blend in with the dark sand and rocks of the beach area. They will not be invisible by any means, but no commercial utilization of tideland leases would not have some visual impact.

**Dates for construction:** Oyster infrastructure will not require any construction, just the physical placement of the bags on the beach, and that will not be able to begin until approval from ADEC and ADFG which could be over one year. The possible cleaning area of oysters may require some minimal construction, and that would not commence until we have a firm understanding of a probable approval from ADEC and ADFG or possibly after we have received approval.

**Effects on public streets, facilities, utilities, traffic, etc:** We do not anticipate any adverse effects on any public infrastructure except the possibility of water usage. We anticipate usage to have very minimal impact, and we would request water metering to pay for our usage. Parking will be in existing parking areas, and at most on any given day, 2 vehicles will be utilizing the parking areas.

#### Names and Addresses

Owner (single member of Canoe Lagoon Oysters LLC)

Brian Herman

Local addresses:

Mailing: P.O. Box 381 Wrangell AK 99929

Physical: 732 Case Ave. Wrangell AK 99929

Primary Mailing and Physical:

145 Western Ave Clarkdale AZ 86324

Onsite Manager:

Eliette Maes

Physical: 306 Cassiar St, Wrangell Ak 99929

Thank you for Consideration of this proposal. Questions and comments can be directed to Brian Herman (owner Canoe Lagoon Oysters LLC)

(928) 301 3372

[canoelagoon@yahoo.com](mailto:canoelagoon@yahoo.com)



Brian Herman

Attachment 1: Entire Parcel overview

Attachment 2: 1 acre requested sub-parcel with coordinates

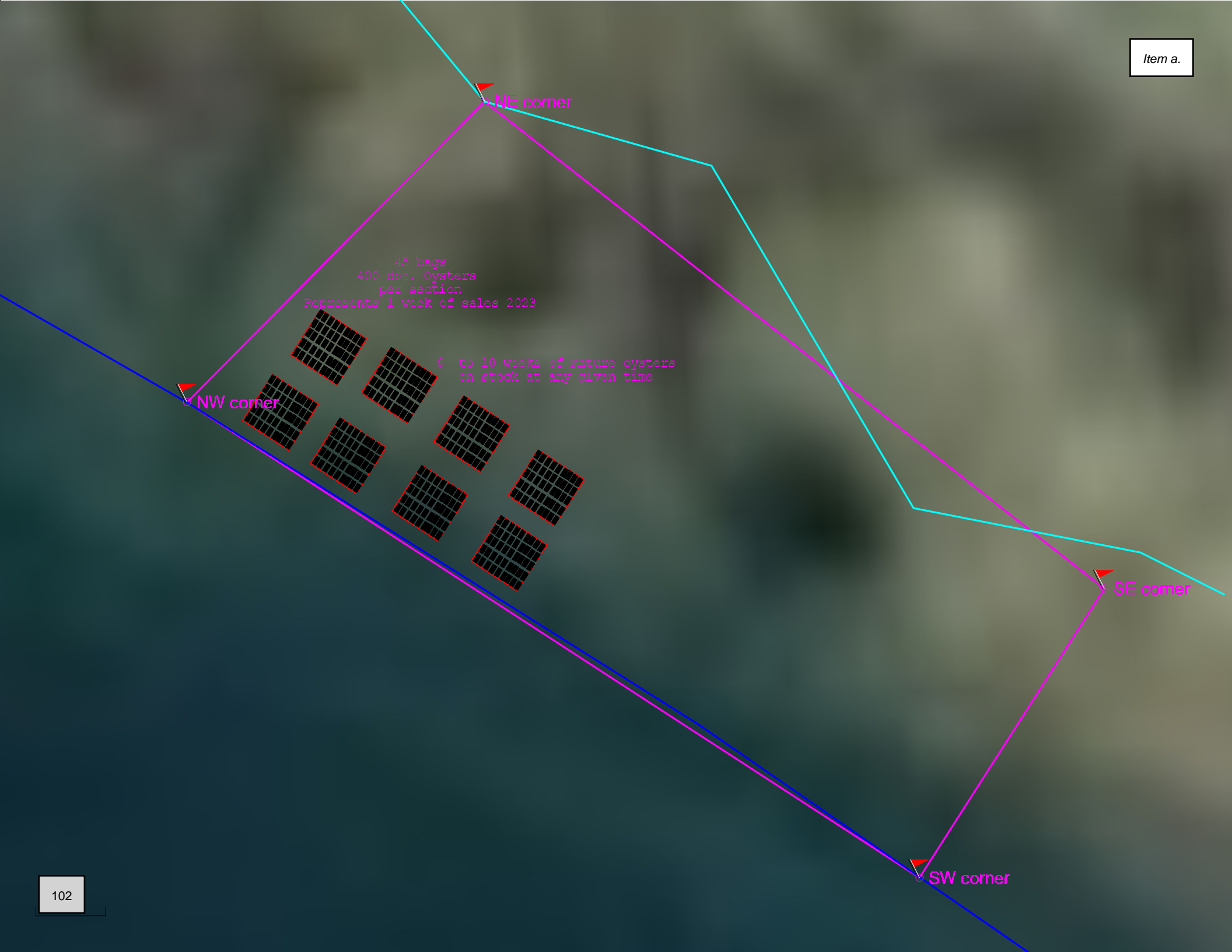
Attachment 3: visual conception of bag layout and usage at any given time.













1 inch = 208.333333 feet

103

9/7/2021

Public Map



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

**MEMORANDUM**

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

**FROM: MS. CAROL RUSHMORE  
ECONOMIC DEVELOPMENT DIRECTOR**

**SUBJECT: RECOMMENDATION OF THE PLANNING AND ZONING  
COMMISSION RE CANOE LAGOON'S REQUEST FOR A TIDELAND  
LEASE WITHIN A PORTION OF TRACT D-1, ATS 1531, S.B.P.L.  
SUBDIVISION (PARCEL #03-007-498; PLAT NO. 99-8)**

**DATE: SEPTEMBER 13, 2021**

The Planning and Zoning Commission at their September 9, 2021 meeting moved to recommend to the Assembly to lease to Canoe Lagoon Oysters LLC up to a one acre area of tidelands near the airplane pull out at 4 mile Zimovia for the storing and raising of mature oysters in containment bags, subject to:

- 1) An initial 1 year lease to allow for State certifications and approval for commercial operation;
- 2) Container van staging should not occur on the pull out area.
- 3) Staging or cleaning facilities within Shoemaker Bay Harbor and access via ATV should be reconsidered in full once the site is certified and they have finalized their operational plan.



## MEMORANDUM

**TO: MAYOR & BOROUGH ASSEMBLY**

**FROM: STEVE MILLER, HARBORMASTER  
PORT COMMISSION**

**SUBJECT: REQUEST TO LEASE TIDELANDS (CANOE LAGOON OYSTERS)**

**DATE: August 5, 2021**

At their Regular Port Commission Meeting held on August 5, 2021, the Port Commission, by a vote of 5-0, voted to approve moving forward with the Tidelands Lease to Canoe Lagoon Oysters, owned by Brian Herman.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/12/2021
	<u>Agenda Section</u>	<b>13</b>

**ORDINANCE No. 1013** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.09.010, DEFINITIONS, AND SECTION 5.09.015, EXCISE TAX ON MARIJUANA, IN TITLE 5, REVENUE AND FINANCE, OF THE WRANGELL MUNICIPAL CODE

**SUBMITTED BY:**

Lisa Von Barga, Borough Manager  
Kim Lane, Borough Clerk

**FISCAL NOTE:**

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**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"/>	Commission, Board or Committee
Name(s)	Planning and Zoning Commission
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

**ATTACHMENTS:** 1. ORD 1013 2. Current Code Sections

**RECOMMENDATION MOTION:**

Move to Approve first reading of Ordinance No. 1013 and move to a Second Reading with a Public Hearing to be held on October 26, 2021.

**SUMMARY STATEMENT:**

The Borough Assembly approved Ordinance No. 933 in 2017, approving the excise tax on Marijuana. The State has made updates to the definitions of the marijuana plant and the taxation on the sections of the marijuana plants.

Mr. Martinsen, owner of The Happy Cannabis, asked that the Assembly consider revising the current code sections regarding the cultivation on marijuana so that the taxing is consistent with how the State is now taxing.

We have updated the definitions to be consistent with the State's definitions and have also updated the tax on cultivation for the newly defined sections of the plant, as requested by Mr. Martinsen.

This ordinance has been reviewed and approved by our Borough Attorney.



## CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 100x

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.09.010, DEFINITIONS, AND SECTION 5.09.015, EXCISE TAX ON MARIJUANA, IN TITLE 5, REVENUE AND FINANCE, OF THE WRANGELL MUNICIPAL CODE

BE IT ORDAINED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA:

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are **[bolded and in brackets are to be deleted]**.]

SEC. 1. Action. The purpose of this ordinance is to amend Sections 5.09.010, Definitions, and Section 5.09.015, Excise Tax on Marijuana, in Title 5, Revenue and Finance, of the Wrangell Municipal Code.

SEC. 2. Amendment. Section 5.09.015, Excise Tax on Marijuana, is amended to read:

**5.09.010 Definitions.**

- A. **["flower and bud" mean the hairy, sticky, or crystal-covered parts of mature female marijuana plants generally harvested for their high potency content;]**  
"flowering" means a marijuana plant that has visible crystals, buds, or flowers, or for which the exposure to light is scheduled with the intent to produce crystals, buds, or flowers.
- B. "immature" means a marijuana plant 18 inches or less in height, with no visible crystals, buds, or flowers, and in which the exposure to light is scheduled with the intent to prevent formation of crystals, buds, or flowers.
- C. "mature" means a marijuana plant over 18 inches in height.
- [B]D.** "Marijuana" has the meaning given in AS 17.38.900.

[C]E. “Marijuana cultivation facility” has the meaning given in AS 17.38.900 and includes both a standard marijuana cultivation facility as licensed under 3 AAC 306.400 and a limited marijuana cultivation facility as licensed under 3 AAC 306.400.

[D]F. “Marijuana establishment” has the meaning given in AS 17.38.900.

[E]G. “Marijuana product manufacturing facility” has the meaning given in AS 17.38.900.

[F]H. “Marijuana testing facility” has the meaning given in AS 17.38.900.

[G]I. “Retail marijuana store” has the meaning given in AS 17.38.900.

[H]J. “Transfer” means the exchange of marijuana, with or without consideration, or by barter, between marijuana establishments, or within marijuana establishments possessing multiple permits, for commercial purposes.

SEC. 3. Amendment. Section 5.09.015, Excise Tax on Marijuana, is amended to read:

**5.09.015 Excise tax on marijuana.**

A. An excise tax is imposed on the sale or transfer of all marijuana from a marijuana cultivation facility licensed to operate within the City and Borough of Wrangell pursuant to 3 AAC 306.400, to a retail marijuana store or a marijuana product manufacturing facility, as follows:

1. All non-exempt marijuana sold or transferred from a marijuana cultivation facility shall be taxed as follows:

a. **[Any part of the flower and bud, as defined in 15 AAC 61.290, shall be taxed at \$10.00 per ounce;]** Any part of the flower and Mature bud, as defined in 15 AAC 61.990, shall be taxed at \$10.00 per ounce;

b. The remainder of the plant, (including immature bud), not included in subsection (A)(1)(a) of this section, shall be taxed at \$2.00 per ounce.

...

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

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

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

PASSED IN FIRST READING: \_\_\_\_\_, 2021

PASSED IN SECOND READING: \_\_\_\_\_, 2021

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

ATTEST:

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

**5.09.010 Definitions.**

- A. “Flower and bud” means the hairy, sticky, or crystal-covered parts of mature female marijuana plants generally harvested for their high potency content.
- B. “Marijuana” has the meaning given in AS 17.38.900.
- C. “Marijuana cultivation facility” has the meaning given in AS 17.38.900 and includes both a standard marijuana cultivation facility as licensed under 3 AAC 306.400 and a limited marijuana cultivation facility as licensed under 3 AAC 306.400.
- D. “Marijuana establishment” has the meaning given in AS 17.38.900.
- E. “Marijuana product manufacturing facility” has the meaning given in AS 17.38.900.
- F. “Marijuana testing facility” has the meaning given in AS 17.38.900.
- G. “Retail marijuana store” has the meaning given in AS 17.38.900.
- H. “Transfer” means the exchange of marijuana, with or without consideration, or by barter, between marijuana establishments, or within marijuana establishments possessing multiple permits, for commercial purposes. [Ord. 933 § 2, 2017.]

**5.09.015 Excise tax on marijuana.**

A. An excise tax is imposed on the sale or transfer of all marijuana from a marijuana cultivation facility licensed to operate within the City and Borough of Wrangell, pursuant to 3 AAC 306.400, to a retail marijuana store or a marijuana product manufacturing facility, as follows:

1. All nonexempt marijuana sold or transferred from a marijuana cultivation facility shall be taxed as follows:
  - a. Any part of the flower and bud, as defined in 15 AAC 61.290, shall be taxed at \$10.00 per ounce;
  - b. The remainder of the plant, not included in subsection (A)(1)(a) of this section, shall be taxed at \$2.00 per ounce.
2. A marijuana cultivation facility within the City and Borough of Wrangell that is also licensed as a marijuana product manufacturing facility must pay the excise tax on all marijuana transferred from the cultivation facility to the product manufacturing facility for the month in which the marijuana was transferred.
3. A marijuana cultivation facility within the City and Borough of Wrangell that is also licensed as a retail marijuana store must pay the excise tax on all marijuana transferred from the cultivation facility to the retail marijuana store for the month in which the marijuana was transferred. [Ord. 933 § 2, 2017.]

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 10-21-1618** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBMITTED BY:

Carol Rushmore, Economic Development  
Director

FISCAL NOTE:

**Expenditure Required:** \$118,750

FY 20: \$	FY 21: \$	FY22: \$118,750
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**Amount Budgeted:**

FY22 \$0

**Account Number(s):**

New Account Number to be Created

**Account Name(s):**

New Account Number to be Created

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

SRS Fund Reserves \$1,661,950

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution 10-21-1618

**RECOMMENDATION MOTION:**

Move to Approve Resolution No. 10-21-1618

**SUMMARY STATEMENT:**

The Assembly at the September 28, 2021, meeting approved applying to the State of Alaska Department of Commerce, Community and Economic Development, Community Development Block Grant (CDBG) for the Borough's Priority 2 project, the High School and Middle School Life,

Health and Safety project that includes updates to the fire alarm system and replacement of the elevator. The project was approved as the Priority 2 project for the Borough in January 2021 by Resolution 01-21-1558. The total estimated cost of the project with two subcomponents is \$725,000.

After the decision by the Assembly to apply for the full Priority 2 project, Borough staff connected with State grant administrators to discuss not only advantages of a smaller project but also to ensure that the selected project would be eligible. After discussion with the State, they were very clear that while the Borough may have combined the project as a single Life Health and Safety project as there is some relation between the two, the elevator project is an ADA compliance project and considered differently from the Fire Alarm Upgrade. They would be considered as two different projects for application reviews. A community can only make a single application, and therefore, Borough staff is recommending that the application be made for the Fire Alarm Upgrade for a total project of \$475,000 and the authorizing Resolution designates this project. A \$25% match totaling \$118,750 is required for the application, bringing the application for grant funds to \$356,250.

Administration is recommending the match come from the Secure Rural Schools Fund (SRS). SRS had an estimated FY22 beginning fund balance of \$2,293,950. Budgeted expenditures in FY22 in SRS are \$1,432,000. Revenue is estimated at \$800,000. This leaves an unencumbered fund balance of \$1,661,950 prior to allocating the match. If the match funding is approved, the remaining unencumbered reserve balance of the SRS Fund will be \$1,543,200. A resolution to amend the SRS budget follows this agenda item.

There was an advertised public meeting for September 21, 2021, and a public hearing on September 28, 2021. A staff-recommended list of projects was provided for public comment, and a solicitation for community suggested projects brought 3 additional ideas as discussed at the public hearing. Three ideas from the public are in this packet under Correspondence.



## CITY AND BOROUGH OF WRANGELL, ALASKA

## RESOLUTION No. 10-21-1618

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH  
OF WRANGELL, ALASKA, AUTHORIZING PARTICIPATION IN  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Assembly of the City and Borough of Wrangell, Alaska wishes to make an application for the High School and Middle School Life, Health and Safety Upgrades for consideration under the Community Development Block Grant (CDBG) program, and

WHEREAS, Fire Alarm Upgrades, a subcomponent of the Life, Health and Safety project which is Priority 2 on the Capital Improvement list per Resolution 01-21-1558 will be the subject of the CDBG grant application, and

WHEREAS, the City and Borough of Wrangell, Alaska is an applicant for the grant in the amount of \$356,250 from the Alaska Department of Commerce, Community, and Economic Development (hereinafter "Department"), under the CDBG program, and

WHEREAS, the upgrades to the Fire Alarm System at the High School and Middle School are critically important for assuring the safety of all teachers and students and for emergency response.

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

SECTION 1: The Assembly hereby authorizes the Borough Manager, Acting Borough Manager, or Designee to negotiate and execute any and all documents required for granting and managing funds on behalf of this organization.

SECTION 2: The Borough Manager, Acting Borough Manager, or Designee is also authorized to execute subsequent amendments to said grant agreement to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

SECTION 3: The estimated cost of the entire project is \$475,000.

SECTION 4: The City & Borough of Wrangell has allocated local match funding of \$118,750 equivalent to 25% of the total project estimated cost, to come from the Secure Rural Schools Fund, as authorized by Resolution No. 10-21-1619.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 12<sup>th</sup> day of October 2021.

CITY AND BOROUGH OF WRANGELL, ALASKA

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 Stephen Prysunka, Mayor

ATTEST:

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Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 10-21-1619** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE SECURE RURAL SCHOOLS (SRS) FUND BY TRANSFERRING \$118,750 FROM SRS FUND RESERVES INTO THE SRS OPERATING BUDGET FOR TRANSFER TO THE HIGH SCHOOL/MIDDLE SCHOOL FIRE ALARM CAPITAL PROJECT ACCOUNT AND AUTHORIZING IS EXPENDITURE FOR LOCAL JMATCH FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR SAID PROJECT

<u>SUBMITTED BY:</u>
Lisa Von Bargaen, Borough Manager

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

<u>FISCAL NOTE:</u>		
<b>Expenditure Required:</b> \$118,750		
FY 20: \$	FY 21: \$	FY22: \$118,750
<b>Amount Budgeted:</b>		
FY22 \$0		
<b>Account Number(s):</b>		
New Account Number to be Created		
<b>Account Name(s):</b>		
New Account Number to be Created		
<b>Unencumbered Balance(s) (prior to expenditure)</b>		
SRS Fund Reserves \$1,661,950		

ATTACHMENTS: 1. Resolution 10-21-1619

### RECOMMENDATION MOTION:

Move to Approve Resolution No. 10-21-1619.

### SUMMARY STATEMENT:

The content of this agenda statement is almost entirely the same as for Resolution No. 10-21-1619. This resolution amends the FY 2022 providing the 25% match funding for the CDBG Grant for the High School/Middle School Fire Alarm Project.

The Assembly at the September 28, 2021, meeting approved applying to the State of Alaska Department of Commerce, Community and Economic Development, Community Development Block Grant (CDBG) for the Borough's Priority 2 project, the High School and Middle School Life, Health and Safety project that includes updates to the fire alarm system and replacement of the elevator. The project was approved as the Priority 2 project for the Borough in January 2021 by Resolution 01-21-1558. The total estimated cost of the project with two subcomponents is \$725,000.

After the decision by the Assembly to apply for the full Priority 2 project, Borough staff connected with State grant administrators to discuss not only advantages of a smaller project but also to ensure that the selected project would be eligible. After discussion with the State, they were very clear that while the Borough may have combined the project as a single Life Health and Safety project as there is some relation between the two, the elevator project is an ADA compliance project and considered differently from the Fire Alarm Upgrade. They would be considered as two different projects for application reviews. A community can only make a single application, and therefore, Borough staff is recommending that the application be made for the Fire Alarm Upgrade for a total project of \$475,000 and the authorizing Resolution designates this project. A 25% match totaling \$118,750 is required for the application, bringing the application for grant funds to \$356,250.

Administration is recommending the match come from the Secure Rural Schools Fund (SRS). SRS had an estimated FY22 beginning fund balance of \$2,293,950. Budgeted expenditures in FY22 in SRS are \$1,432,000. Revenue is estimated at \$800,000. This leaves an unencumbered fund balance of \$1,661,950 prior to allocating the match. If the match funding is approved, the remaining unencumbered reserve balance of the SRS Fund will be \$1,543,200. A resolution to amend the SRS budget follows this agenda item.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 10-21-1619

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2022 BUDGET IN THE SECURE RURAL SCHOOLS (SRS) FUND BY TRANSFERRING \$118,750 FROM SRS FUND RESERVES INTO THE SRS OPERATING BUDGET FOR TRANSFER TO THE HIGH SCHOOL/MIDDLE SCHOOL FIRE ALARM CAPITAL PROJECT ACCOUNT AND AUTHORIZING ITS EXPENDITURE FOR LOCAL MATCH FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR SAID PROJECT

WHEREAS, the City and Borough of Wrangell is applying for a Community Development Block Grant (CDBG) for the High School/Middle School Fire Alarm Project as authorized by Resolution 10-21-1618; and

WHEREAS, the estimated cost of that project is \$475,000; and

WHEREAS, the CDBG program requires a 25% local match that is allocated at the time the application is submitted; and

WHEREAS, the local 25% match for this project, based on the estimated cost, is \$118,750; and

WHEREAS, this is not currently a budgeted item, and the FY 2022 Budget must be amended to reflect the match allocation; and

WHEREAS, the FY 2022 Budget is being amended to allocate this funding match..

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

Section 1: The FY 2022 Budget in the Secure Rural Schools (SRS) Fund is amended to transfer \$118,750 from SRS Fund Reserves into the SRS Operating Budget and authorizing its expenditure for match funding for the Community Development Block Grant for the High School/Middle School Fire Alarm Project.

Section 2: Upon creation of the Capital Improvement Project accounts for the High School/Middle School Fire Alarm Project this local authorized match in the amount of \$118,750 will be transferred into the project account.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12<sup>TH</sup> DAY OF OCTOBER, 2021.

CITY & BOROUGH OF WRANGELL, ALASKA

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

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



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	10/12/2021
	<u>Agenda Section</u>	<b>13</b>

Approval of City & Borough Tidelands Annual 2021 Five-Year Reassessments

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**Amount Budgeted:**

FY20 \$XXX

**Account Number(s):**

XXXXXX XXX XXXX

**Account Name(s):**

Enter Text Here

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

\$XXX

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Annual Reassessments from Michael Renfro, Borough Assessor.

### RECOMMENDATION MOTION:

Move to Approve the five-year City Tidelands Reassessments for tax year 2021, as presented.

### SUMMARY STATEMENT:

Per WMC 16.08.220 – Rental Adjustments: The annual rental payable pursuant to any lease issued under the provisions of this chapter shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter which is divisible by the number five. All

adjusted rates shall be computed at six percent on the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the borough assessor and reviewed and determined by the assembly as provided in WMC [16.08.100](#).

- #9**      **new fee value \$3,100 = \$186 + tax, per year (Lot 13, Blk 7A) (Susan Ramsey)**  
old fee was \$2,900 (\$171 + tax, per year)
- #10**     **new fee value \$58,400 = \$3,504 + tax, per year (Lot 16, Blk 1A) (SEARHC)**  
old fee was \$55,100 (\$3,306 + tax, per year)
- #32**     **new fee value \$828 = \$49.68 + tax, per year (Adj Lots 14, 15, Blk 7A) (Hungry Beaver)**  
old fee was \$720 (\$43.20 + tax, per year)

WRANGELL TIDELANDS LEASE

Lease No. 9

Current Status

LOCATION: Off of Shakes Avenue on the north side of the inner harbor

LEGAL DESCRIPTION: Lot 13, Block 7-A, City and Borough of Wrangell

LESSOR: City and Borough of Wrangell      INSTRUMENT: Lease

LESSEE: Susan Ramsey

FEE VALUE: \$3,100      DATE OF LEASE: June, 1986, 1991,  
1996, 2001, 2006, 2016, 2021

TERMS: 6% of fee value per year      ZONING: WFD

AREA: 3,865 sq.ft.      USE AT LEASE: Grid site

ANTICIPATED USE: Grid

ACCESS: Across adjoining lots      ASSESSMENTS: None noted

UTILITIES: None      EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City and Borough of Wrangell      BY/DATE: MCR/9-2021

PROPERTY DESCRIPTION: Submerged tidelands inside the Wrangell harbor.

ANALYSIS:    2021    \$3,100 / 3,865 sq.ft. = \$.80/sq.ft.

$\$3,100 \times .06 = \$186.00/\text{year}$



LEASE NUMBER 9Analysis of Comparable Land Sales

Time: With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales and leases into conformity with the subject. However, in general, values are increasing in Wrangell based on other improved sales. Sales are adjusted two percent per year.

Terms: None of the sales and leases used in the analysis is believed to require consideration for special financing or other sale conditions.

Size: Larger parcels tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. In relation to the subject comparables No. 28 is larger and is adjusted upward for size.

Location and Access: Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However analysis of other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. Comparable 27 is considered to have a slightly inferior location outside the Wrangell Harbor.

Utilities: All of the comparables have similar utilities and no adjustment is required.



LEASE NO. 9 - Continued

Adjustment Grid: The following grid shows the estimated adjustments for each sale bringing it into conformity with the subject.

<u>Lease No. (1)</u>	<u>27</u>	<u>33</u>	<u>28</u>
Price/Sq.Ft.	\$0.73	\$0.75	\$0.75
Time	<u>+3%</u>	<u>+3%</u>	<u>+3%</u>
Net After Time	\$0.75	\$0.77	\$0.77
Terms	0	0	0
Size	0	0	+10%
Location/Access	+15%	0	0
Utilities	0	0	0
Net Adjustment	<u>0</u>	<u>0</u>	<u>+10%</u>
Indicated Value/Sq.Ft.	\$0.79	\$0.77	\$0.85

Conclusion

After adjustments for property differences the available transactions indicate a range of value for the subject site from \$.77 to \$.85 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 3,865 square feet is concluded to be \$.80 per square foot or \$3,092.00 rounded to \$3,100.00.

(1)See Wrangell Comparable Data under separate cover.



ALASKA ISLAND COMMUNITY SERVICESLease No. 10

## Current Status

LOCATION: On the southeast corner of Lynch Street and Brueger Streets

LEGAL DESCRIPTION: Lot 16, Block 1-A, City and Borough of Wrangell

LESSOR: City and Borough of Wrangell      INSTRUMENT: Lease

LESSEE: Alaska Island Community Services

FEE VALUE: \$58,400

DATE OF LEASE: August, 1976  
REVALUE: 1981, 1986, 1991, 1996,  
2001, 2006, 2016, 2021

TERMS: 6% of fee value per year  
55 years from 8-76, 5 yr. revalue

ZONING: WFD

AREA: 5,563 sq.ft.

USE AT LEASE: Commercial building

ANTICIPATED USE: Commercial building

ACCESS: Very good

ASSESSMENTS: None noted

UTILITIES: All available

EASEMENTS/RESTRICTIONS: Typical

CONFIRMED WITH: City and Borough of Wrangell      BY/DATE: MCR/9-2021

PROPERTY DESCRIPTION: Level filled tidelands lot improved with a two story commercial building.

ANALYSIS:      2021       $\$58,400 / 5,563 \text{ sq.ft.} = \$10.50/\text{sq.ft.}$

$\$58,400 \times .06 = \$3,504.00/\text{year}$



LEASE NUMBER 10Analysis of Comparable Land Sales

Time: With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales and leases into conformity with the subject. However, in general, values are increasing in Wrangell based on other improved sales. Sales are adjusted two percent per year.

Terms: None of the sales and leases used in the analysis is believed to require consideration for special financing or other sale conditions.

Size: Larger parcels tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. In relation to the subject comparable No. 21 is adjusted upward slightly for size.

Location and Access: Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However analysis of other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. All of the comparables are considered to be similar in location and access.

Utilities: All of the comparables have similar utilities and no adjustment is required.

Sale No	Legal	Sale Date	Sale Price	Size	\$/SF
1	14/1A WTS	5/01	\$58,700	7,719.30	\$7.60
21	15/1-A WTS	5/17	\$27,500	2,867	\$9.60
3	17/5A WTS	2/11	\$42,100	4,814	\$8.75





LEASE NO. 10 - Continued

Adjustment Grid: The following grid shows the estimated adjustments for each sale bringing it into conformity with the subject.

<u>Lease No. (1)</u>	<u>1</u>	<u>21</u>	<u>3</u>
Price/Sq.Ft.	\$7.60	\$9.60	\$8.75
Time	<u>+40%</u>	<u>+4%</u>	<u>+20%</u>
Net After Time	\$10.64	\$9.98	\$10.50
Terms	0	0	0
Size	0	-10%	0
Location/Access	0	0	0
Utilities	0	0	0
Net Adjustment	<u>0</u>	<u>-10%</u>	<u>0</u>
Indicated Value/Sq.Ft.	\$10.64	\$8.98	\$10.50

Conclusion

After adjustments for property differences the available transactions indicate a range of value for the subject site from \$8.98 to \$10.64 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 5,563 square feet is concluded to be \$10.50 per square foot or \$58,411.50 rounded to \$58,400.

(1)See Wrangell Comparable Data under separate cover.



WRANGELL TIDELANDS LEASELease No. 32

## Current Status

LOCATION: Off of Shakes Street on the harbor side of Lot 15, Block 7A, Wrangell Tidelands

LEGAL DESCRIPTION: Long Legal (see next page), adjacent of Lots 14 and 15, Block 7A Wrangell Tidelands Addition

LESSOR: City and Borough of Wrangell

INSTRUMENT: Lease

LESSEE: Hungry Beaver

FEE VALUE: \$828

DATE OF LEASE: Sept. 30 1986  
1991, 2001, 2006, 2011, 2016, 2021

TERMS: 6% of fee value per year  
5 year for 9/86, 5 yr. revalue

ZONING: WFD

AREA: 720 sq.ft.

USE AT LEASE: Residential,  
Commercial

ANTICIPATED USE: Residential/Commercial

ACCESS: Good

ASSESSMENTS: None

UTILITIES: All available

EASEMENTS/RESTRICTIONS: None Noted

CONFIRMED WITH: City and Borough of Wrangell BY/DATE: MCR/9-2021

PROPERTY DESCRIPTION: Submerged tidelands on the harbor side of lots 14 and 15, Block 7A Wrangell Tidelands Addition

ANALYSIS: 2021 \$828 / 720 sq.ft. = \$1.15/sq.ft.

$\$828 \times .06 = \$49.68/\text{year}$



Legal Description for Lease Number 32

A portion of the unsubdivided tidelands owned by the City and Borough of Wrangell, located adjacent to Lot 14 and Lot 15, Block 7A of the Wrangell Tidelands Addition in the inner harbor. This parcel is more particularly described as follows:

Beginning at the Southeast Corner of Lot 15, Block 7A Wrangell Tidelands Addition, Wrangell, Alaska; Thence 12.00', S 81°-00'E, to a point; thence 60.00', N 09°-00'E, to a point; thence 12.00', N 81°-00'E, to a point on the Easterly Line of Lot 14, Block and addition as above; thence 19.32', S 09°-00W, along said Easterly line to the Easterly corner common to Lots 14 and 15, Block and Addition as above; thence 40.68', S 09°-00W along the Easterly line of Lot 15 to the point of beginning. Points described above enclose an area of 720 square feet of City and Borough of Wrangell Tideland Property.



LEASE NUMBER 32Analysis of Comparable Land Sales

Time: With a limited amount of sales it is difficult to obtain paired sales for analysis to arrive at the adjustments needed to bring the available sales and leases into conformity with the subject. However, in general, values are increasing in Wrangell based on other improved sales. Sales are adjusted two percent per year.

Terms: None of the sales and leases used in the analysis is believed to require consideration for special financing or other sale conditions.

Size: Larger parcels tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. In relation to the subject, all of the comparables are larger and are adjusted upward for size 40% to 45%..

Location and Access: Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However analysis of other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations. All of the comparables have similar locations and access.

Utilities: All of the comparables have similar utilities and no adjustment is required.



LEASE NO. 32 - Continued

Adjustment Grid: The following grid shows the estimated adjustments for each sale bringing it into conformity with the subject.

<u>Lease No. (1)</u>	<u>27</u>	<u>33</u>	<u>20</u>
Price/Sq.Ft.	\$0.73	\$0.75	\$0.90
Time	<u>+3%</u>	<u>+3%</u>	<u>+3%</u>
Net After Time	\$0.75	\$0.77	\$0.93
Terms	0	0	0
Size	+45%	+45%	+40%
Location/Access	+10%	0	0
Utilities	0	0	0
Net Adjustment	<u>55%</u>	<u>+45%</u>	<u>+45%</u>
Indicated Value/Sq.Ft.	\$1.17	\$1.12	\$1.30

Conclusion

After adjustments for property differences the available transactions indicate a range of value for the subject site from \$1.12 to \$1.30 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 720 square feet is concluded to be \$1.15 per square foot or \$720.00.

(1)See Wrangell Comparable Data under separate cover.



## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

1. The title to the property is assumed to be marketable and free of all liens and encumbrances, except as noted in the report.
2. No responsibility is assumed for matters which are legal in nature, nor is any opinion rendered on the title of land appraised.
3. All maps, areas, and other data furnished have been assumed to be correct. The information obtained from others is considered to be reliable, but no guarantee is made to the absolute correctness of this information.
4. No part of this appraisal should be used out of context. Where the value of the land and improvements is shown separately, the value of each is segregated only as an aid to better estimate the value of the whole parcel.
5. There shall be no obligation to appear or testify in court by reason of this appraisal, unless mutually satisfactory arrangements are made in advance.
6. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all, nor any part of, the contents of this report shall be disseminated to the public through advertising, public relations, news, sales, or any other media without the prior written consent and approval of the appraiser.
7. The appraisal is subject to your agreement that the liability of the Appraisal Company of Alaska, as well as, the individual appraisers signing the report, due to professional negligent acts, errors or omissions of the appraisers, are limited to the amount of the appraisal fee. All persons utilizing and relying upon this report, in any manner, bind themselves to accept this limitation of liability.
8. The valuation assumes the appraised property (site and improvements) is free and clear of hazardous contaminants, unless specifically noted. If the appraised property is suspected of contamination, then the client is urged to retain an engineers report. The appraiser(s) reserve the right to review value conclusions if documentation, including cost-to-cure estimates, is provided.



### CERTIFICATE OF APPRAISAL

I certify that, to the best of my belief, . . .

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. I have made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the person signing this report.



Michael C. Renfro, Partner





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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval to Cancel the November 23, 2021, Regular Assembly Meeting and hold only one Regular Meeting on November 9, 2021

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**Amount Budgeted:**

	FY20 \$XXX
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**Account Number(s):**

	XXXXXX XXX XXXX
--	-----------------

**Account Name(s):**

	Enter Text Here
--	-----------------

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

	\$XXX
--	-------

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

**RECOMMENDATION MOTION:**

Move to Approve canceling the November 23, 2021, Regular Assembly Meeting and holding only one Assembly Meeting on November 9, 2021.

**SUMMARY STATEMENT:**

Staff is recommending canceling the second Regularly scheduled Assembly Meeting of November 23, 2021 and holding only one Regular Assembly meeting on Tuesday, November 9, 2021.

The 23<sup>rd</sup> is just two days before Thanksgiving and therefore, Staff is requesting that this schedule Assembly meeting be canceled.

If a special meeting or work session is necessary, it will be scheduled.

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Approval of Professional Services Agreement with Alaska Tactical Solutions in the Amount of \$2,500 for Phase I of Financial Process Assistance

**SUBMITTED BY:**

Lisa Von Bargen, Borough Manager & Mason Villarma, Finance Director

**FISCAL NOTE:**

**Expenditure Required:** \$2,500 Total

FY 20: \$	FY 21: \$	FY22: \$2,500
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**Amount Budgeted:**

	FY22 \$0	
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**Account Number(s):**

	11000 003 7519	
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**Account Name(s):**

	Finance Professional Services	
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**Unencumbered Balance(s) (prior to expenditure):**

	\$96,398	
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**Reviews/Approvals/Recommendations**

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

**ATTACHMENTS:** 1. Tactical Solutions Engagement Memo

**RECOMMENDATION MOTION:**

Move to Approve Professional Services Agreement with Alaska Tactical Solutions in the Amount of \$2,500 for Phase I of Financial Process Assistance.

**SUMMARY STATEMENT:**

Finance Director Villarma has had a detailed discussion with Jay Sweeney of Alaska Tactical Solutions about the close out needs for the FY21 Budget. The very complex account code structure within the Borough's accounting system, and the way expenses were coded, especially as it relates

to wages offset by CARES Act funding, will require some equally complex journal entries. Mr. Sweeney is available to assist the Borough with that and guidance with general year-end close out functions and entries. This will enable the new Finance Director to have mentorship during the process, and help develop a full proof process for close-out in the future.

The scope of this Phase of work is summarized as follows and is captured in the attached engagement memo from Alaska Tactical Solutions.

*In conjunction with our external auditors at BDO—Anchorage, Alaska Tactical Solutions and the Borough will work to close out the FY21 books and records. This will require the use of a close-out checklist supplied by the Borough of Sitka and tailored to CBW. Mr. Sweeney will provide guidance on close-out entries and standard adjustments made at year end. The goal is to start closing out the books on November 1st, 2021 and be completed with process by November 15th so we can begin the FY21 audit.*

It is anticipated Mr. Sweeney will be needed to assist between 40-50 hours. His rate is \$50/hour. Administration is requesting authorization for up to 50 hours for a total budget of \$2,500. This expense is well within the Manager's spending authority, but it is an unbudgeted expense specifically requested by the Assembly, so it is being brought for action.

Although this is an unbudgeted expense, a budget amendment is not being requested. Administration believes there is enough to cover this small expense within the existing budget for Finance Professional Services. That account has a budget of \$101,760 that includes allocations for the audit, assessments, operating funds investment custodian fees, and fire suppression testing and carpet cleaning for city hall. The current unencumbered balance is \$96,398.



## Consulting Engagement Agreement

This Consulting Engagement Agreement (“Agreement”) is made and entered into on October 7, 2021 by and between:

The business entity of Alaska Tactical Solutions, LLC (“Consultant”) with a mailing address of 500 Charteris Street, Sitka, Alaska, 99835

**AND**

The City and Borough of Wrangell, Alaska ("Client") with a mailing address of 205 Brueger Street, P.O. Box 531, Wrangell, Alaska, 99929.

Whereas, the Client and Consultant (“Parties”) agree to the following terms and conditions for the Consultant’s services, as an independent contractor, in exchange for fees:

**I. Services.** The Consultant shall perform the following scope of professional services (“Services”):

In conjunction with the Client’s external auditors at BDO—Anchorage, Consultant will assist the Client in closing out Client’s FY2021 books and financial records in preparation for external audit. This will require the use of a close-out checklist supplied by the City and Borough of Sitka and tailored to Client. Consultant will provide guidance on close-out entries and standard adjustments made at year end. The goal is to start the closing process on November 1st, 2021 and for the project to be completed by November 15<sup>th</sup>, 2021.

**II. Fees.** The Client agrees to pay the Consultant \$50.00 per Hour for providing the Services, in a total amount not to exceed \$2,500.00. This fee agreement shall be valid through November 30, 2021, but may be extended upon the mutual agreement of Client and Consultant. The Consultant shall invoice the Client as of November 30, 2021 or at such earlier time that the Services are fully completed. If Services are extended past November 30, 2021 upon mutual agreement of Client and Consultant, Consultant shall invoice Client at the completion of each calendar month.

**III. Expenses.** It is the intention of both parties that Services shall be performed remotely via teleconference or email. All business expenses related to remote Services shall be the responsibility of the Consultant. Upon mutual agreement of Client and Consultant, Client may travel to Wrangell for performance of on-site services. If Consultant travels to Wrangell for on-site services, Client shall reimburse Consultant for travel expenses in accordance with Client's travel policy.

**IV. Retainer.** The Client shall not be obligated to pay an advance payment for Services to the Consultant ("Retainer").

**V. Term.** This Agreement shall begin on the date Client signs this agreement and shall terminate on November 30, 2021 unless extended by mutual agreement of both parties. unless terminated in accordance with Section VI of this Agreement.

**VI. Termination.** This Agreement may be terminated under the following terms and conditions: This agreement may be terminated by either party for any reason after providing at least 7 days written notice. Consultant may terminate this agreement without notice if any invoice for services is not paid within 30 days of the date of invoicing.

**VII. Client's Obligations.** The Client shall be solely responsible for providing the Consultant all financial information including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Consultant is the sole responsibility of the Client and the Consultant shall be held harmless from any liability resulting from the accuracy of the financial information provided.

**VIII. Employment Status.** The Parties agree that the Consultant shall provide the Services to the Client as an independent contractor and shall not be acting as, or determined to be, an employee, agent, or broker of Client. As an independent contractor, the Consultant shall be required to follow all requirements in accordance with the Internal Revenue Code. The Consultant understands that the Client shall in no way withhold any amounts for payment of any taxes from the Consultant's accumulated fees for Services. Contractor shall furnish an IRS Form W9 containing Contractor's employer identification number (EIN) to Client and Client shall issue IRS Form 1099 annually to Contractor, as required by the internal revenue Code.

**IX. Confidentiality.** The Consultant, shall in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by the Consultant hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The Consultant agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such

Confidential Information to third (3<sup>rd</sup>) parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Agreement.

**X. Assignment.** The Consultant shall have no rights to assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client. Any attempt by the Consultant to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**XI. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, standard mail, e-mail, or facsimile during the receiving party's regular business hours.

**XII. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alaska.

**XIII. Dispute Resolution.** All disputes under this Agreement shall be settled by arbitration in the State of governing law before a single arbitrator pursuant to the commercial law rules of the American Arbitrator Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

**XIV. Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

**XV. Limitation of Liability.** In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this Agreement, even if such party has been advised of the possibility of such damages. In no event will neither party's liability on any claim, loss or liability arising out of or connected with this Agreement shall exceed the amounts paid to the Consultant during the period immediately preceding the event giving rise to such claim or action by the Client.



**XVI. Indemnification.** Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses, and costs, including attorneys' fees and court costs, which arise directly or indirectly out of or related to any breach of this Agreement or the gross negligence or willful misconduct of a party's employees or agents.

**XVII. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

**XVIII. Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

**Consultant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

John Sweeney who is authorized to sign on behalf of Alaska Tactical Solutions, LLC

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Mason Villarma who is authorized to sign on behalf of the City and Borough of Wrangell

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

**RESOLUTION No. 10-21-1620** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE COVID INFORMATION GREETER TEMPORARY POSITION JOB DESCRIPTION

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**Amount Budgeted:**

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Resolution 10-21-1620, 2. Position Description

**RECOMMENDATION MOTION:**

Move to Approve Resolution No. 10-21-1620.

**SUMMARY STATEMENT:**

Transition continues with the COVID-19 Pandemic. Most recently, it has meant a consolidation in testing locations from both the Clinic and the Airport, to just the Clinic. Additionally, the Assembly reenacted the local Travel Testing Requirements for both interstate and intrastate testing on October 1, 2021. It is important to ensure adequate access to information about testing

requirements, testing location, and access to vaccinations. The Assembly recommended temp staff be hired as greeters as the airport, and potentially other locations, to provide this information.

Every position, permanent, or temporary, needs to have an approved job description. The attached position description and resolution outline the roles and responsibilities of the position and provide for its approval by the Assembly.

This position should be expected to be in place at least through the end of the calendar year. That is when the CBW testing mandates are scheduled to expire, and potentially, the State's contract for free airport testing (now at the Clinic).

The CBW is the recipient of grant funds from the State of Alaska in the amount of \$125,000 – the specific purpose of which is to provide increased access to testing and vaccinations. Deputy EOC Manager, Jamie Roberts, has reviewed the grant parameters and believes this to be an eligible item for funding under the grant. None of the grant funds have been used at this point.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 10-21-1620

## A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA PROVIDING FOR THE CREATION OF THE JOB DESCRIPTION FOR THE TEMPORARY POSITION OF COVID INFORMATION GREETER

WHEREAS, the City & Borough of Wrangell has local COVID travel testing mandates in place; and

WHEREAS, COVID testing, formerly available at the Wrangell Airport is now being administered at Wrangell Medical Center; and

WHEREAS, it is important to have representation at locations where incoming travelers are arriving in Wrangell; and

WHEREAS, Wrangell also has accessibility to COVID vaccinations through local healthcare providers; and

WHEREAS, it is important to provide information resources to incoming travelers and community members about the requirements for testing; and access to testing and vaccinations; and

WHEREAS, all positions, including temporary, within the City & Borough of Wrangell should have a job description; and

WHEREAS, the rate of pay for this temporary position is proposed at a Grade 7, Step 5 on the Temp Non-Union Wage and Grade Table at a rate of \$15.09.

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

Section 1. The attached Exhibit "A" includes the job description which describes the duties, responsibilities, and qualifications for the temporary position of COVID Information Greeter (Testing & Vaccination).

Section 2. The job description for the COVID Information Greeter (Testing & Vaccination) will become effective immediately upon passage and approval of this resolution.

Section 3. The rate of pay for this temporary position is \$15.09/hr. It is a non-benefitted position.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA THIS 12<sup>TH</sup> DAY OF OCTOBER, 2021.

CITY & BOROUGH OF WRANGELL

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

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

## City of Wrangell

## Position Description

Position: Airport Greeter (COVID Testing)	Type: Temporary, Emergency
Department/Site: Fire Department	FLSA: Non-Exempt
Reports to/Evaluated by: EOC Manager	Salary Grade:

**Summary**

This position is intended to be a temporary hire for the period of time the City and Borough of Wrangell has in place local COVID travel testing mandates. Under the general supervision of the Emergency Operations Center Manager this position provides information to inbound travelers alerting them to the local travel testing mandates and the availability and location of COVID testing, and vaccine administration.

**Distinguishing Career Features**

This is a temporary position for the purpose of providing information about local COVID travel testing mandates and access to COVID testing and vaccination administration.

**Essential Duties and Responsibilities**

- Clear understanding of all local COVID travel testing mandates.
- Clear understanding of local COVID testing and vaccination administration locations.
- Relay knowledge of COVID mandates, testing, and vaccination to inbound travelers.
- Answer questions from inbound travelers about local COVID mandates, testing, and vaccination administration.
- Provide resources to inbound travelers about local COVID mandates, testing, and vaccination administration.
- Regular reporting to the EOC Manager regarding the effectiveness of the COVID Greeter program.

**Qualifications**

- **Knowledge and Skills**

- Clear understanding of all local COVID travel testing mandates.
- Clear understanding of local COVID testing and vaccination administration locations.
- Verbal communications skills sufficient to clearly, and concisely, relay information to, and answer questions from, inbound travelers.

- **Abilities**

- Requires the ability to understand, interpret, and explain local COVID travel testing mandates.
- Requires the ability to communicate effectively with incoming travelers.

- Requires the ability to exhibit professionalism when representing the City and Borough of Wrangell in this position.

▪ **Physical Abilities**

- Requires the ability to drive to the Wrangell Airport, Ferry Terminal, Harbors, or other location to greet incoming travelers.
- Requires sufficient ambulatory ability to stand for intermittent periods of time in an indoor or outdoor location while distributing information and conversing with people.
- Requires auditory ability to carry on in-person and phone conversations.
- Requires near and far visual acuity to read printed material.

▪ **Education and Experience**

- The position typically requires a high school diploma or equivalent.
- Previous customer service experience preferred.

▪ **Licenses and Certificates**

- Requires a valid Alaska driver's license.

▪ **Working Conditions**

Work is performed indoors and outdoors where minimal safety considerations exist.

*This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.*



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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	October 12, 2021
	<u>Agenda Section</u>	<b>13</b>

Discussion Item: Redistricting

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
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**Amount Budgeted:**

	FY20 \$XXX
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**Account Number(s):**

	XXXXX XXX XXXX
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**Account Name(s):**

	Enter Text Here
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**Unencumbered Balance(s) (prior to expenditure):**

	\$XXX
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Redistricting Summary Memo; 2. Six Redistricting Option Maps

**RECOMMENDATION MOTION:**

None. Discussion item only.

**SUMMARY STATEMENT:**

Attached is a summary memo for the Assembly explaining redistricting and the current redistricting options (6) being considered by the Redistricting Board. Along with that, are six maps showing the options submitted for consideration by the following entities:

- Redistricting Board Version 3

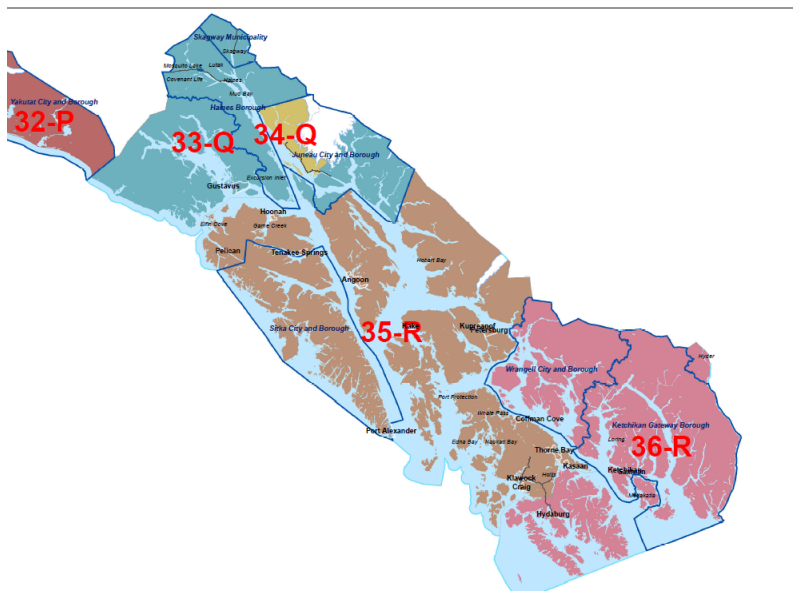
- Redistricting Board Version 4
- Alaskans for Fair Redistricting (AFFR)
- Alaskans for Fair and Equitable Redistricting (AFFER)
- Doyon Coalition
- Senate Minority

Administration will have additional information to share at the meeting with the Assembly and the public following the Public Hearing being held by the Redistricting Board at the Nolan Center on October 7, 2021.

October 6, 2021

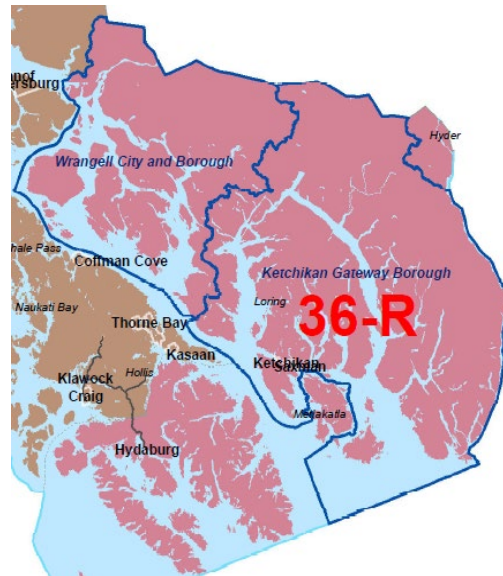
To: Mayor Prysunka and Assembly Members  
 From: Lisa Von Barga, Borough Manager  
 Re: Redistricting

Redistricting, also commonly referred to as reapportionment, is the effort that takes place every decade to redraw state house and federal congressional districts following new population counts determined during the decennial census. Reapportionment technically refers to the assignment of the US House of Representative counts among the 50 states. Since Alaska only has one congressional district, redistricting of the house districts within the state is the focus. Alaska's final redistricting plan following the 2010 Census did not become final until 2013. Below is an image of the current house/senate districts in Southeast. Wrangell is in House District 36 and Senate District R. House District 36 includes the City & Borough of Wrangell, the Ketchikan Gateway Borough, and the southern end of Prince of Wales Island.



Wrangell shares Senate District R with House District 35, which includes the northern portion of Prince of Wales Island, the Petersburg Borough, Sitka City and Borough, Tenakee Springs, Pelican, and Hoonah, among other smaller locations.

A current image of just District 36 follows.



Alaska's overall population grew 3% between 2010 and 2020. The 2010 Decennial Census count for the state was 710,231. The 2020 population count is 733,400. Alaska has forty house districts. Redistricting exists to ensure the most equitable representation for each person. With a new population of 733,400 divided by 40 house districts the optimum population per district is 18,335. The maximum allowable deviation from this number is no more than 10% (+/- 5%) between each district.

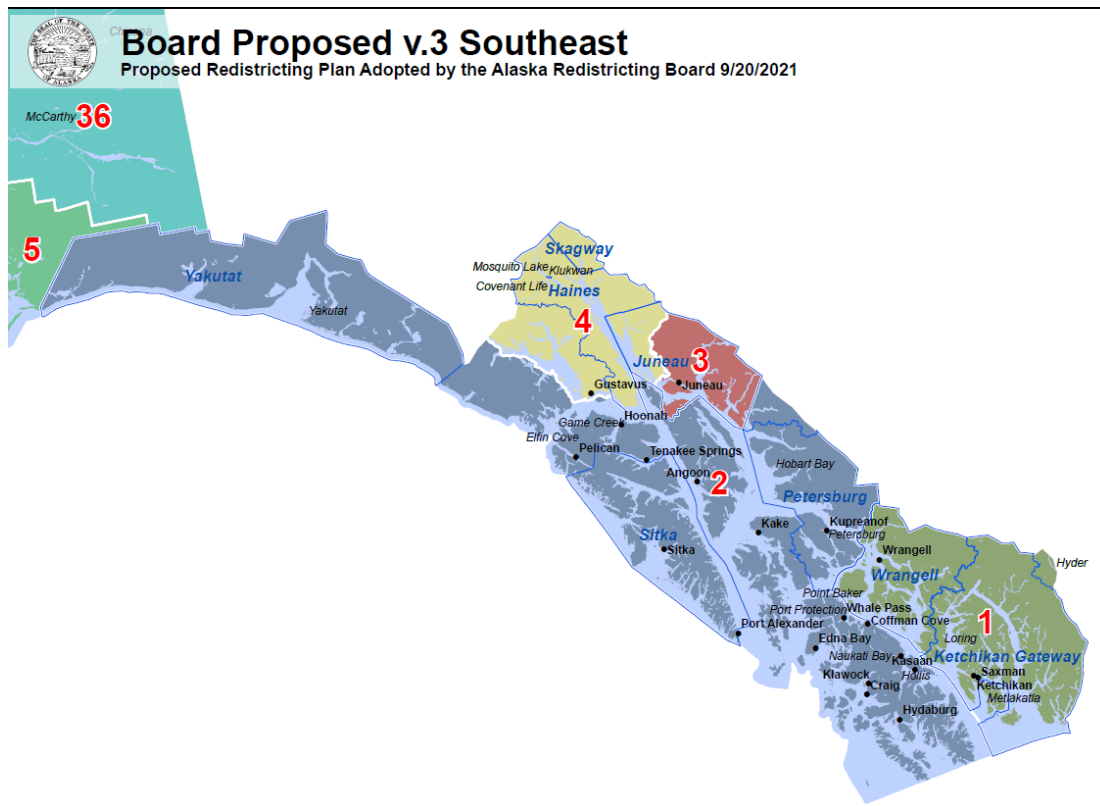
The Alaska Constitution, Article VI, imposes state requirements on redistricting plans for both the House and Senate seats (not all sections of Article VI are listed below):

- Section 4 Method of Redistricting: The Redistricting Board shall establish forty house districts, with each house district to elect one member of the house of representatives. The board shall establish twenty senate districts, each composed of two house districts, with each senate district to elect one senator.
- Section 6 District Boundaries: The Redistricting Board shall establish the size and rea of house districts, subject to the limitations of this article. Each house district shall be formed of contiguous and compact territory containing as nearly as practicable a relatively integrated socio-economic area. Each shall contain a population as near as practicable to the quotient obtained by dividing the population of the state by forty. Each senate district shall be composed as near as practicable of two contiguous house districts. Consideration may be given to local government boundaries. Drainage and other geographic features shall be used in describing boundaries whenever possible.

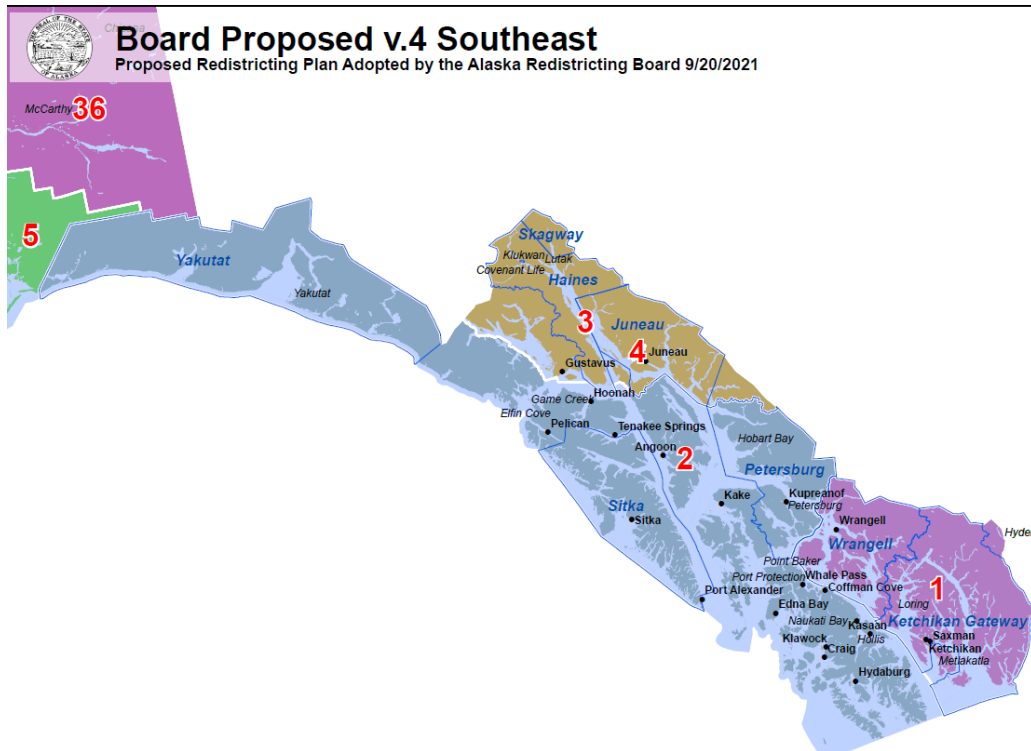
On September 20, 2021, the Redistricting Board voted to amend the Board's proposed redistricting maps to options Version 3 and Version 4. The Board further agreed to accept boundary options submitted by Alaskans for Fair Redistricting (AFFR), Alaskans for Fair and Equitable Redistricting (AFFER), the Doyon Coalition, and the Senate Minority. This

provides six options for review by the public and the Board. The full-size maps are attached, but smaller versions of each map are imbedded in the document below.

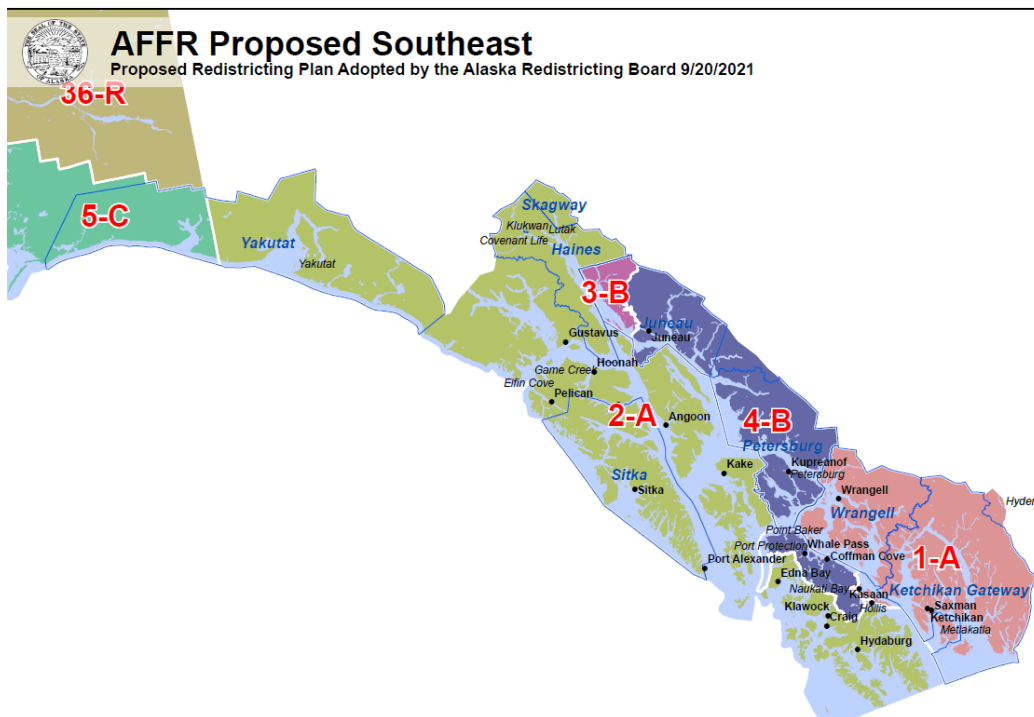
**Redistricting Board Version 3:** This proposed option for District 1 appears to include the Ketchikan Gateway Borough and the City & Borough of Wrangell. This would ostensibly leave Wrangell's current House representation the same. A Senate district pairing has not been included.



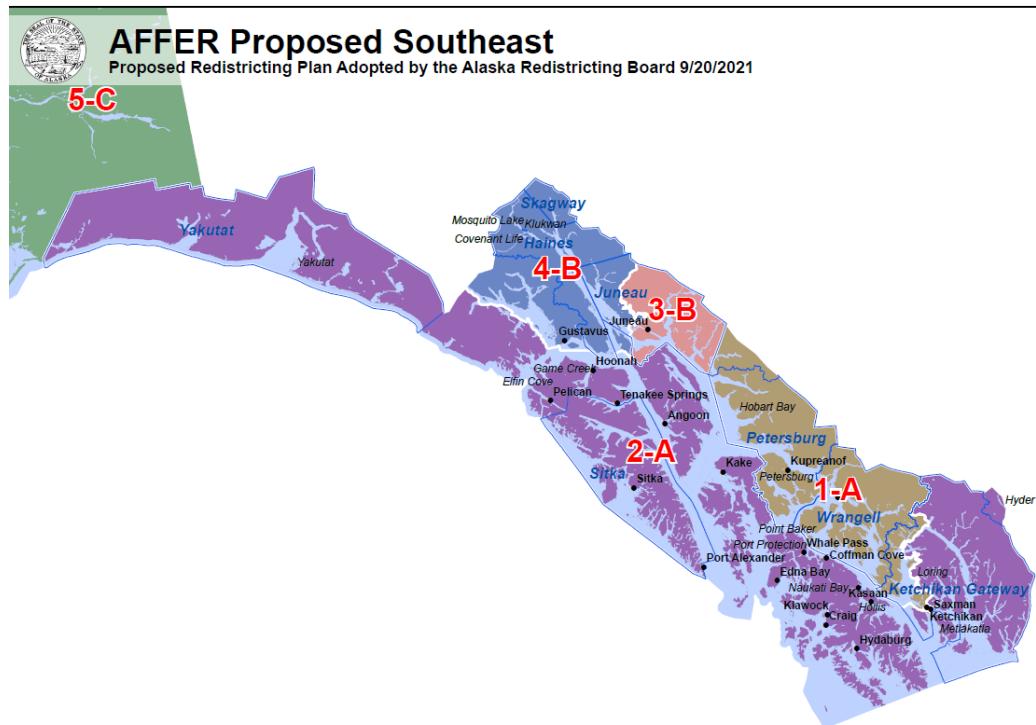
**Redistricting Board Version 4:** The boundaries of District 1 appear to be the same in this version as Version 3. Changes are made to Districts 2, 3, and 4. This too would ostensibly leave Wrangell's current House representation the same. A Senate district pairing has also not been included.



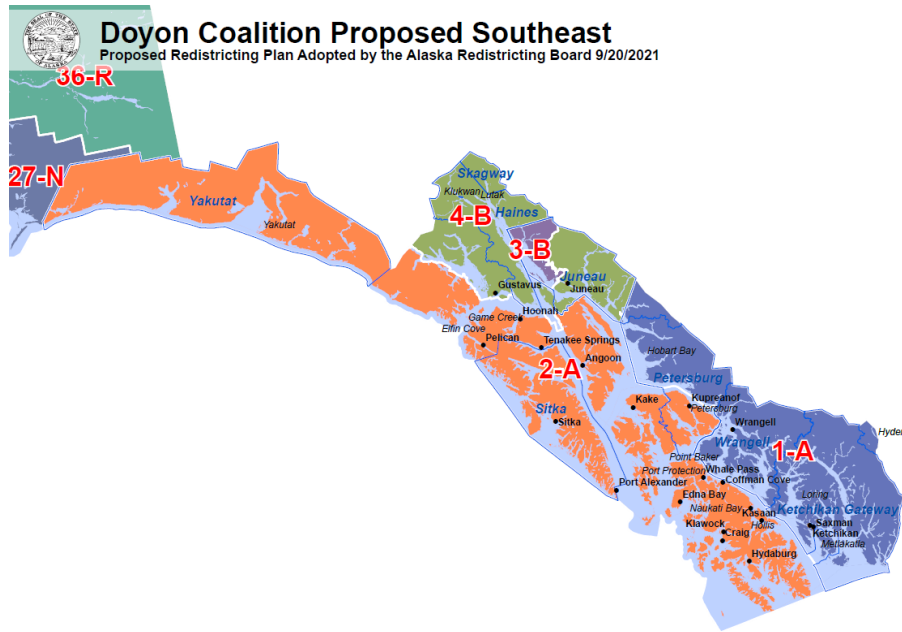
**Alaskans for Fair Redistricting (AFFR):** In this proposed alternative District 1 again appears to be the Ketchikan Gateway Borough and the City and Borough of Wrangell. The AFFR proposal includes a Senate pairing (A) with proposed District 2 which includes Sitka, Kake, Angoon, Pelican, Hoonah, Gustavus, Haines, Skagway, and Yakutat.



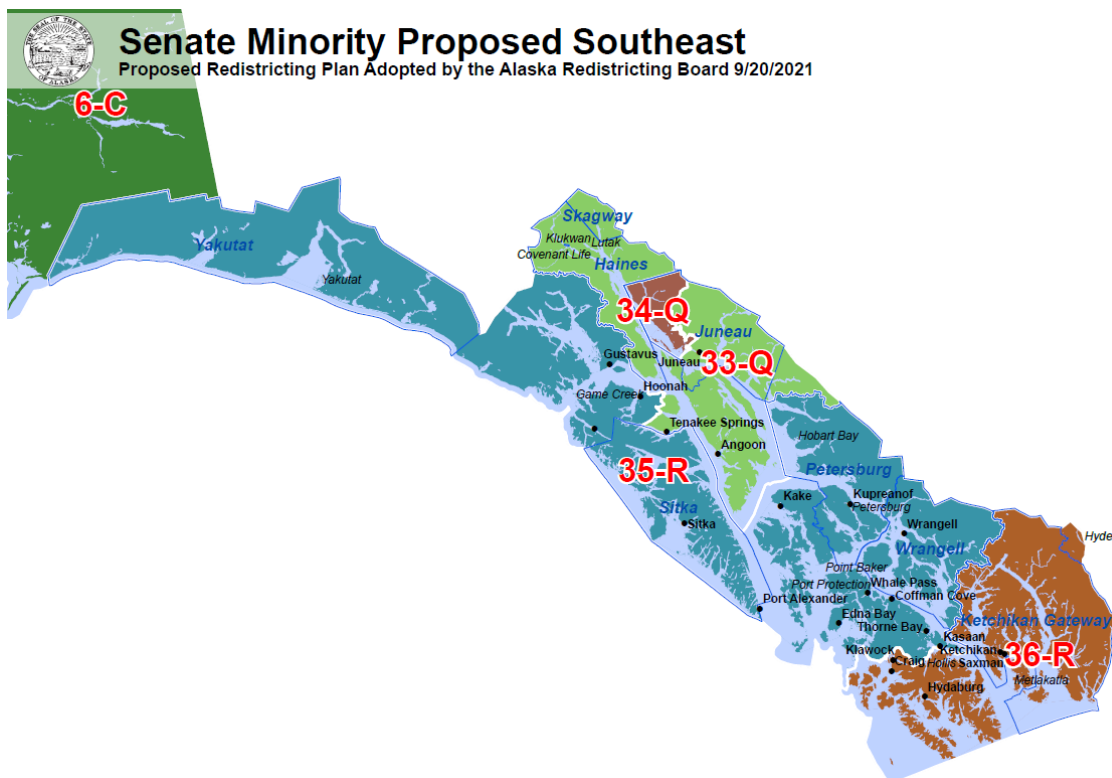
**Alaskans for Fair and Equitable Redistricting (AFFER):** In this proposed alternative Wrangell is in District 1 with a portion of the Ketchikan Gateway Borough (KGB), including the City of Ketchikan and the most populous areas of the KGB, along with the Petersburg Borough. District 1 is paired with District 2 for a Senate seat. District 2 in this version includes the less populated portion of the KGB, all of Prince of Wales Island, Kake, Sitka City and Borough, Angoon, Tenakee Springs, Pelican, Hoonah, and Yakutat.



**Doyon Coalition:** In this proposed alternative the City and Borough of Wrangell is again in District 1 with the whole Ketchikan Gateway Borough (KGB), but the northern boundary extends up beyond Hobart Bay. The Senate district pairing is also with District 2, which in this option includes all of Prince of Wales Island, the Petersburg Borough, the Sitka City & Borough, Angoon, Tenakee Springs, Pelican, Hoonah, and Yakutat.



**Senate Minority:** In this proposed alternative the City and Borough of Wrangell is split from Ketchikan and is included in proposed District 35 which includes the north portion of Prince of Wales Island, the Petersburg Borough, the Sitka City & Borough, Hoonah, Gustavus, and Yakutat. The proposed Senate pairing is with District 36, which is the Ketchikan Gateway Borough and the southern half of Prince of Wales Island.





Initial Administrative Considerations: This narrative is not meant to be a final assessment of the situation, and the Assembly will need to discuss and take final action on a recommendation to be forwarded to the redistricting board. Some considerations are:

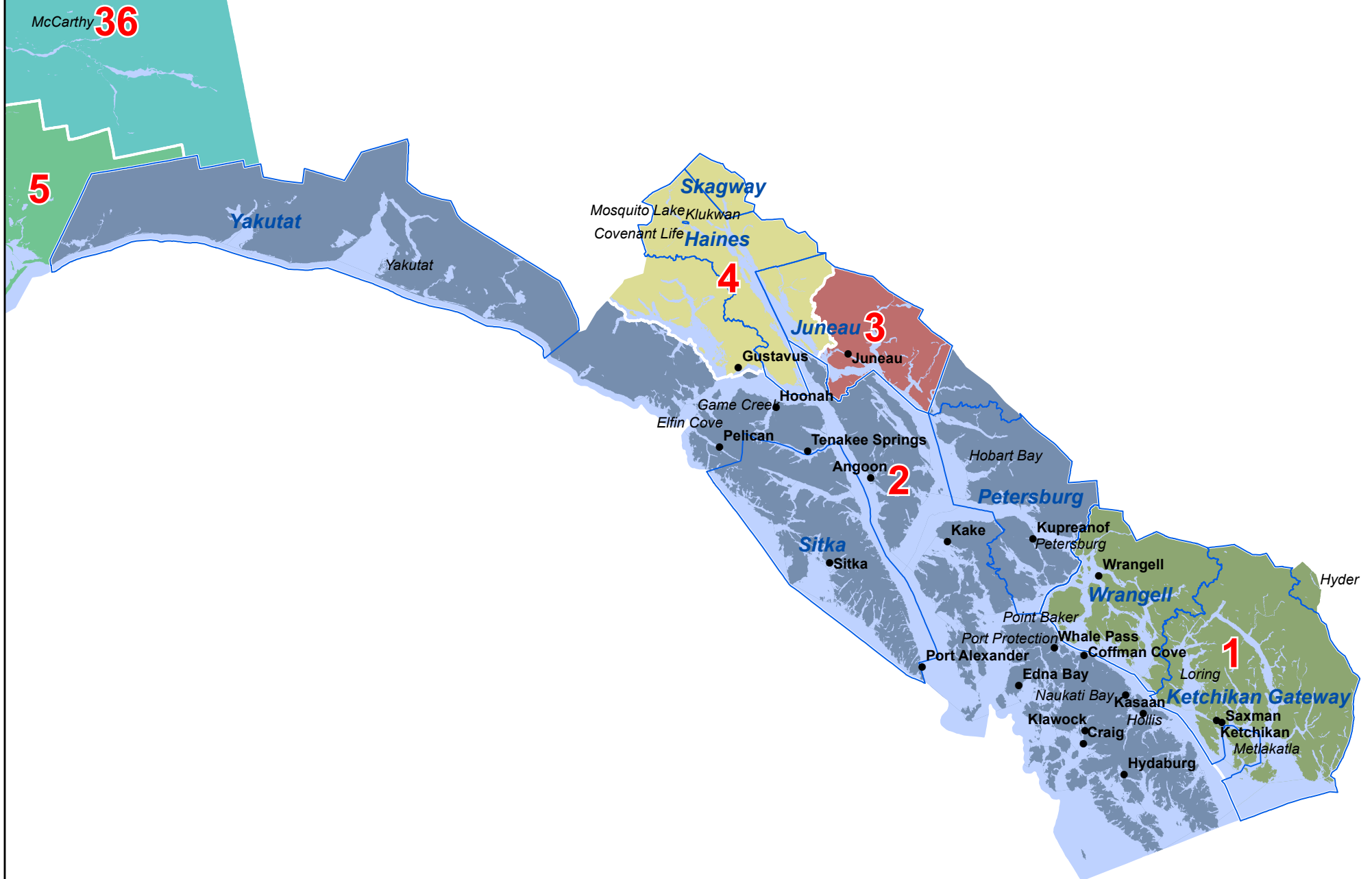
- Four proposed options appear to put Wrangell in a similar position as the current district configurations. Those include Redistricting Board Version 3, Redistricting Board Version 4, Alaskans for Fair Redistricting (AFFR) and to a slightly lesser degree, the Doyon Coalition.
  - Keep in mind the Redistricting Board versions do not offer Senate pairings yet.
- Both the proposals from Alaskans for Fair and Equitable Redistricting (AFFER) and the Senate Minority pair Wrangell and Petersburg in the same district. Given the history of “consolidation” of state services to Petersburg, this is very concerning. In Administration’s opinion it would further justify the idea at the state that our area of the district is being adequately served if the program, staff, or service exists in Petersburg. In terms of voting, Wrangell would be at a further disadvantage (than when just paired with Ketchikan) given the population of Petersburg is greater than Wrangell’s.
- The Senate Minority proposed district includes Wrangell in massive house district spanning from northern Prince of Wales to north of Yakutat. This would put Wrangell fighting. In Administration’s opinion, this is just too big a district for any one representative to meet the needs of so many communities. This is more on par in size with a Senate district pairing.
- Administration does not have a clear understanding of how these boundaries may impact existing House and Senate seats, potentially requiring existing members of the Legislature to run against each other due to boundary changes.
- The impacts of the more northern Southeast boundary alternatives, and how that potentially impacts Wrangell in the current configurations has not been adequately assessed.



# Board Proposed v.3 Southeast

Proposed Redistricting Plan Adopted by the Alaska Redistricting Board 9/20/2021

Item i.





# Board Proposed v.4 Southeast

Proposed Redistricting Plan Adopted by the Alaska Redistricting Board 9/20/2021

Item i.

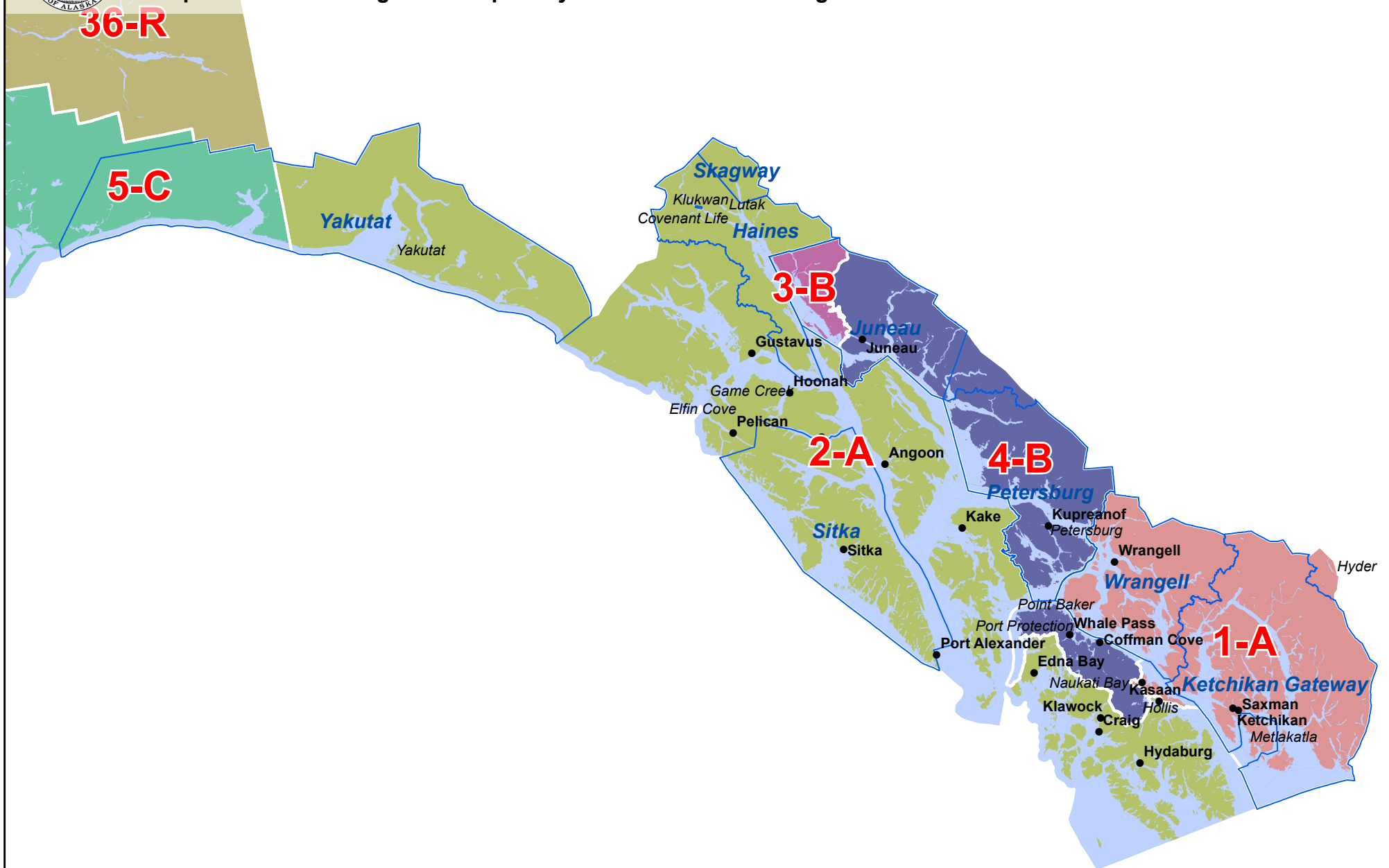




# AFFR Proposed Southeast

Proposed Redistricting Plan Adopted by the Alaska Redistricting Board 9/20/2021

Item i.

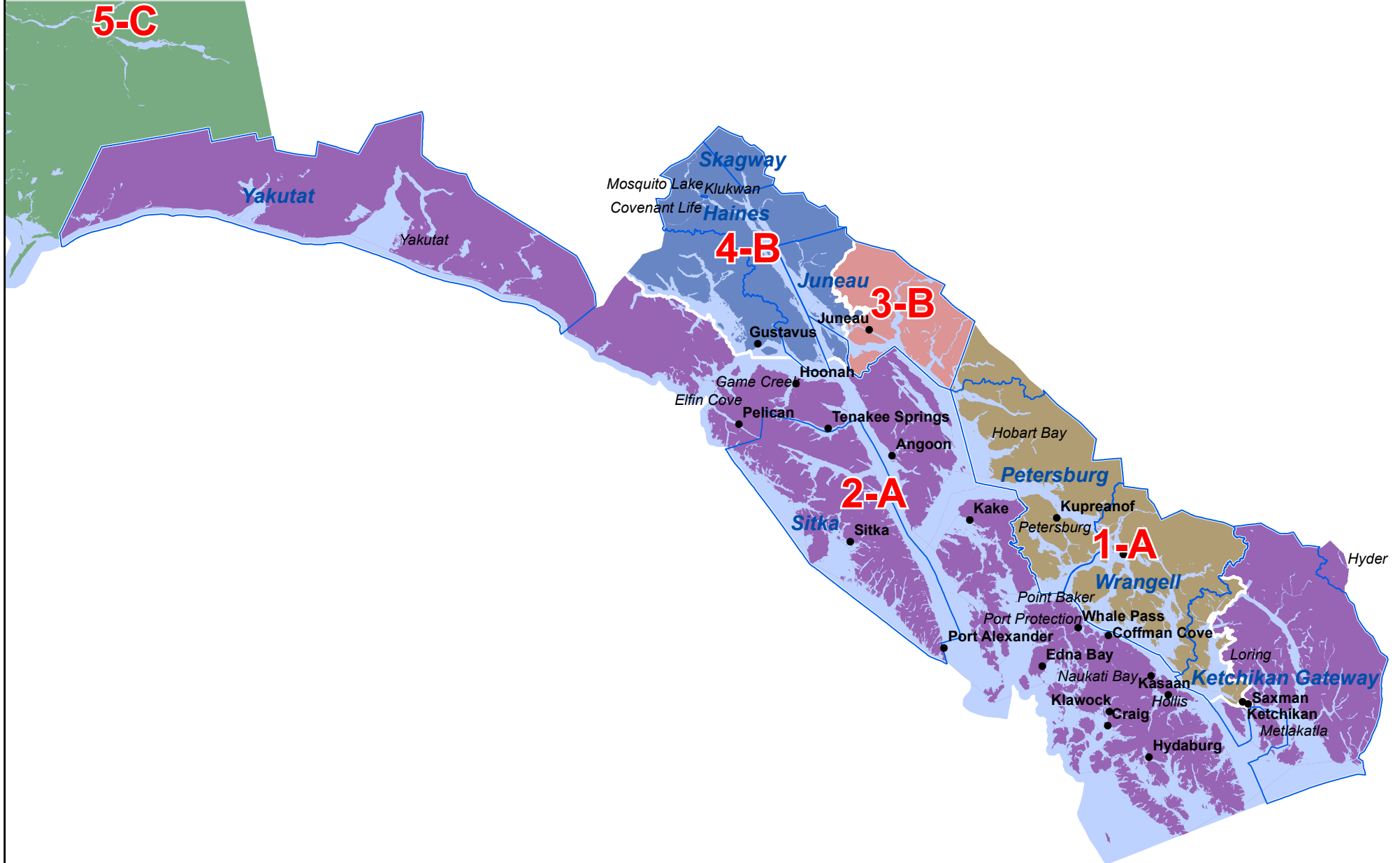




# AFFER Proposed Southeast

Proposed Redistricting Plan Adopted by the Alaska Redistricting Board 9/20/2021

Item i.





# Doyon Coalition Proposed Southeast

Proposed Redistricting Plan Adopted by the Alaska Redistricting Board 9/20/2021

Item i.





# Senate Minority Proposed Southeast

Proposed Redistricting Plan Adopted by the Alaska Redistricting Board 9/20/2021

Item i.

