



Tuesday, May 13, 2025

Location: **NOLAN CENTER**

Work Session from 6:00 – 7:00 PM | Regular Assembly Meeting at 7:00 PM

WORK SESSION (6:00 - 7:00 PM)

- [a.](#) Discussion on Waterfront Master Plan

1. CALL TO ORDER

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

2. CEREMONIAL MATTERS

- [a.](#) Rick Mills (Art Fest) Award to Tawney Crowley

3. PERSONS TO BE HEARD

- [a.](#) Emailed Correspondence from Tanner Smith re: Opposition to SB161
[b.](#) Emailed Correspondence from Garrett Evridge (SEAMARK) re: Opposition to SB161

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

- [a.](#) Minutes from the April 22, 2025 Regular Assembly Meeting
[b.](#) Approval to write off and send Harbor Lady Gudny Accounts Receivable Delinquent Account to Collections
[c.](#) Minutes from the Board of Equalization Hearing held May 7, 2025
[d.](#) CORRESPONDENCE: School Board action from the April 23, 2025 meeting
[e.](#) CORRESPONDENCE: School Board Action from the April 30, 2025 Regular Meeting
[f.](#) CORRESPONDENCE: Minutes from the February 24, 2025 School Board Meeting
[g.](#) CORRESPONDENCE: Minutes from the March 17, 2025 School Board Meeting
[h.](#) CORRESPONDENCE: School Board Action from the May 7, 2025 meeting

7. BOROUGH MANAGER'S REPORT

- [a.](#) Borough Manager's Report
[b.](#) Capital Projects Department Report

8. BOROUGH CLERK'S REPORT

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

9. MAYOR AND ASSEMBLY BUSINESS

- [a.](#) Letter Opposing SB 161

10. MAYOR AND ASSEMBLY APPOINTMENTS - None.

11. PUBLIC HEARING

- a. **ORDINANCE No. 1076** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.10.035 - PURCHASES AND SALES AND SECTION 5.10.062- DISPOSITION OF PERSONAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES TO UPDATE THE MUNICIPAL CODE FOR CONSISTENCY AND BASED, IN PART, UPON THE RECOMMENDATION AND LEGAL OPINION OF THE BOROUGH ATTORNEY THAT SECTIONS OF 5.10.035 AND 5.10.062 ARE UNCONSTITUTIONAL AND NOT LEGALLY ENFORCEABLE
- b. Approval of moving forward with the request from Jiaying Lu to purchase Borough Owned Real Property within Wrangell Townsite, Lots 2, 3, 4, 5, 8, and 9 of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space/Public (located behind the old Wrangel Medical Center) with the additional provisions of a 3-year time-to-build requirement and an access agreement contingency
- c. Approval of moving forward and approval of the Purchase and Sales Agreement with William Tonsgard of Tideline Construction, LLC. to purchase Borough-owned real property and tidelands identified as a portion of the 6-Mile Mill Site area, for Economic Development Purposes

12. UNFINISHED BUSINESS

- a. **RESOLUTION NO. 05-25-1940** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF PUBLIC LAND ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE CHAPTER 16.12, SPECIFICALLY, LOTS 2 THROUGH 22 (EXCLUDING LOT 10), SHOEMAKER BAY SUBDIVISION II, WRANGELL RECORDING DISTRICT, AND REPEALING RESOLUTION NO. 04-25-1937

13. NEW BUSINESS

- a. **ORDANACE No. 1084** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REENACTING TITLE 18 - BUILDINGS AND CONSTRUCTION, AND ALL OF THE CHAPTERS OF TITLE 18, IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE
- b. **RESOLUTION No. 05-25-1941** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY25 BUDGET IN THE MUNICIPAL LIGHT & POWER FUND BY TRANSFERRING \$70,000 FROM THE FUND RESERVES TO THE CAPITAL EXPENDITURES ACCOUNT AND AUTHORIZING ITS EXPENDITURES FOR THE DIESEL GENERATOR #1 ENGINE REHABILITATION PROJECT
- c. Approval of Change Order No. 1 to the Contract with Marine Systems, Inc. (MSI), in the amount of \$86,203.64, for Generator Unit #1 Engine Rehabilitation Project
- d. **RESOLUTION No. 05-25-1942** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2025 BUDGET BY INCREASING AUTHORIZED EXPENDITURES IN THE ALDER TOP VILLAGE SUBDIVISION PROPERTY DEVELOPMENT ACCOUNT IN THE RESIDENTIAL CONSTRUCTION FUND FOR THE ALDER TOP VILLAGE SUBDIVISION PHASE I ROADWAY AND UTILITIES PROJECT IN THE AMOUNT OF \$545,680
- e. Approval of a contract award to Rock-N-Road Construction, Inc. in the amount of \$2,295,680 for the Alder Top Village Subdivision Phase I Roadway and Utilities Project
- f. Approval of FY 2026 Wrangell Public Schools Budget and Local Funding Contribution in the Amount of \$1,425,841
- g. **ORDINANCE No. 1077** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 16.08 - TIDELANDS LEASES, TO REPEAL AND REPLACE SEVERAL SECTIONS IN CHAPTER 16.08 IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE
- h. **ORDINANCE No. 1078** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS OF CHAPTER 16.10 – REAL PROPERTY LEASES, TO

REPEAL AND REPLACE SECTIONS IN CHAPTER 16.10 IN ITS ENTIRETY IN THE WRANGELL MUNICIPAL CODE

- i. **ORDINANCE No. 1079** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 16.12 – DISPOSITION OF PUBLIC LANDS AND TIDELANDS, TO REPEAL AND REPLACE SEVERAL SECTIONS OF CHAPTER 16.12 IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE
- j. **ORDINANCE No. 1080** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 6.13, FREE FLOATING SHARED MICROMOBILITY PROGRAMS, TO TITLE 6, BUSINESS TAXES, LICENSES, AND REGULATIONS, OF THE WRANGELL MUNICIPAL CODE
- k. **ORDINANCE No. 1081** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, OF THE WRANGELL MUNICIPAL CODE
- l. **ORDINANCE No. 1082** OF THE ASSEMBLY OF THE CITY AND BOR-OUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OF-FENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, IN THE WRANGELL MUNICIPAL CODE
- m. **ORDINANCE No. 1083** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS OF CHAPTER 5.08 TO INCREASE THE SALES TAX EXEMPTION CAP TO \$5,000 FOR GOODS AND SERVICES, ESTABLISH A \$50,000 EXEMPTION CAP FOR MARINE SERVICE CENTER SERVICES, AND APPLY SALES TAX TO ALL CRUISE VESSEL SALES OCCURRING THE WITHIN BOROUGH BOUNDARIES
- n. **ORDINANCE No. 1085** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.10.055 – DUTY TO TIMELY SUBMIT INVOICES FOLLOWING FISCAL YEAR END, TO CHAPTER 5.10 PURCHASES AND SALES, IN THE WRANGELL MUNICIPAL CODE
- o. Approval of a Purchase for a 2025 CAT 308 Excavator for Public Works in the amount of \$165,785
- p. **ORDINANCE No. 1086** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.10.045 – CONTRACTOR AND PROFESSIONAL SERVICES PERFORMANCE EVALUATION AND DISQUALIFICATION, TO CHAPTER 5.10 PURCHASES AND SALES, IN THE WRANGELL MUNICIPAL CODE
- q. Approval of the Timber Appraisal Contract with O'Brien ForesTree LLC
- r. Approval of the City and Borough of Wrangell's Communications Plan
- s. Approval of the City and Borough of Wrangell's Social Media Policy
- t. Approval of the City and Borough of Wrangell's Artificial Intelligence Policy
- u. Discussion and Possible Action or Direction on the Waterfront Master Plan

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

15. EXECUTIVE SESSION

- a. **Executive Session:** Borough Manager's Annual Evaluation
- b. **Executive Session:** Borough Clerk's Annual Evaluation

16. ADJOURNMENT

Wrangell Waterfront Preferred Master Plan

June 9, 2015



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Executive Summary

The Preferred Wrangell Waterfront Master Plan is a four-phased approach to enhancing the Wrangell downtown waterfront area for several key user groups, including the Marine Service Center, the Nolan Center, the visitors industry, local businesses, and Wrangell residents. The plan includes actions that can occur immediately to incorporating aspects of a much longer-term vision.

- **Phase I - Immediate-term:** Expansion of the Marine Service Center. Nolan Center open space reconfiguration. (\$4.8 million)
- **Phase II - Short-term:** Development of an elevated Waterfront Heritage Walk. Create access to a natural beach. (\$3.7 million)
- **Phase III - Mid-term:** Construction of a pier and net shed adjacent to the Nolan Center. (\$2.8 million)
- **Phase IV - Long-term:** Creation of Wrangell Gateway Park following freight yard relocation. (\$4 million)

This plan was developed through the input of more than 100 Wrangell stakeholders and residents throughout four community workshops, two three-day open house events,

integrated design charrettes, stakeholder meetings, and intensive public outreach over a three month period.

All phases of the Plan will cost an estimated \$15.3 million to develop. An analysis of Wrangell's economic indicators and various elements of the waterfront plan, the development of the facilities into the master plan expected to attract an additional \$1.2 to \$2.0 million in increased economic activity to Wrangell on an annual basis.



Overview

Introduction

The purpose of the Wrangell Waterfront Master Planning process was to create a site specific master plan to guide the next stages of development for Wrangell's downtown waterfront that would meet the needs of the community and provide economic opportunities.

Currently, the last piece of undeveloped waterfront property in downtown Wrangell exists on Campbell Drive between the Nolan Center and the barge staging area adjacent to the City Dock. The City and Borough of Wrangell has a US Army Corps of Engineers permit to fill approximately 3.4 acres of tidelands connecting the marine service center dock and the barge staging area. The waterfront master plan was developed to discern the best way to utilize this waterfront area for the benefit of the community, as well as develop a community vision regarding long-term use of the barge staging area, improvements to the City Dock area, and connectivity between the waterfront and the Nolan Center and the Marine Service Center. The plan, developed through an intensive collaborative public process, promotes a mix of social and economic opportunities for the site, including commercial, waterfront development, and public uses areas—as well as identifying pedestrian linkages between the

waterfront corridor and the newly renovated downtown corridor.

This project included significant public involvement to engage the community and allow input and help direct the waterfront planning effort. The waterfront planning team was comprised of Corvus Design, PND Engineers, Rain Coast Data, and NorthWind Architects.

Project Area

The project boundary is the waterfront extending from the Marine Service Center to and including the City Dock area. The waterfront area includes and is adjacent to industrial uses (Marine Service Center and barge ramp yard area); visitor uses (Nolan Center/ Stikine Inn/ City Dock); public uses (sidewalk benches and signs, City Hall lawn, City Dock); commercial uses (City Hall/ Grocery store/charter offices/Stikine Inn).

Background

Over the past 20 years many projects and improvements to the community have been developed in an effort to help local businesses thrive and expand in Wrangell's struggling economy. When the Alaska Pulp Company sawmill closed and salmon prices tumbled in the 1990's, the local economy was devastated. Between 1994 and 2006, the population of the community fell by 18% (losing more than 500 residents).

Reeling from these losses, the community leaders reviewed their remaining assets, and refocused on developing and supporting their maritime resources. Immediately the community set about enhancing its locally-based seafood and marine services sector: converting the old mill site downtown into a Marine Services Center and boat yard (with new 150 and 300 ton lifts and a 40 ton trailer); building a third boat harbor –with space for 165 boats and 1,500 feet of transient moorage space; upgrading the local seafood processing infrastructure (including a cold storage and a belt freezer to flash-freeze fish); and investing in its boat building and repair facilities. The community also turned its attention to the visitor and cultural maritime economy, upgrading its cruise ship dock, constructing a convention and visitors center, restoring the Chief Shakes Tribal House, building a carving shed, and completing a major downtown revitalization facelift.

The successful Downtown Revitalization effort, which was largely comprised of the same team members that led the Wrangell Waterfront Master Planning Process, focused on the downtown commercial district in Wrangell from City Dock to Case Avenue in an effort to create an attractive and functional business area for the community, making it attractive to residents, visitors and cruise passengers; redirect business to this corridor as a community pride and economic tool; and to create links

between the commercial businesses and the community's cultural sites and attractions.

The development of the Marine Service Center has provided key economic growth and opportunity for the community. Millions of public and private dollars have been invested in the development and phased completion of the site, new opportunities have been identified for growth potential, and businesses are expanding services. Through twenty years of concentrated efforts, systematically obtaining and strategically using funding, and an unwavering focus on long-term goals, the community of Wrangell is emerging from its economic downturn intact. The goal of this project is to build upon these long-term efforts and recent gains.

Project Permitting

On May 3, 2007, the City of Wrangell received federal authorization, under Department of the Army Permit No. POA-1990-114-R Zimovia Strait, to place 123,923 cubic yards of material in 3.40 acres of intertidal area for the purpose of expanding its port staging area. The permits were authorized under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. The fill limits under this permit extend from the northeast corner of the former Alaska Pulp Corporation pile supported timber dock to the southwest corner of the City barge landing staging area. The State of Alaska Department of Environmental Conservation issued a

Certificate of Reasonable Assurance, in accordance with Section 401 of the Federal Clean Water Act and the Alaska Water Quality Standards, for this same purpose on July 6, 2006. On July 12, 2006, the State of Alaska Department of Natural Resources issued a Final Consistency Determination in which the State concurred with the certification submitted by the City that the project was consistent with the Alaska Coastal Management Plan (ACMP) and the Wrangell District's enforceable policies. Prior to permit expiration, the City of Wrangell received Department of the Army Permit No. POA-1990-114-M7, extending the expiration date for the construction of the proposed improvements to October 31, 2017.

Proposed fill improvements under the 2015 Preferred Master Plan generally fall within the limits of the current permit authorizations. Total fill volume and fill areas are less than those currently authorized however the geometric fill configuration is different and a pile supported pier has been added. It is presumed that the regulatory agencies would favorably permit the proposed new improvements under a permit modification request by the City and Borough of Wrangell (CBW).

Additional permits required for constructing the Preferred Master Plan include a National Pollutant Discharge Elimination System (NPDES) General Permit

for Storm Water Discharges for Large and Small Construction Activities, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) describing construction runoff and erosion control measures. ADEC will require a plan review and issuance of a Letter of Non-Objection in accordance with 18 AAC 72 Wastewater Disposal Regulations for any proposed Storm Drainage Improvements. ADEC will also require a plan review and issuance of an Approval to Construct and Operate any proposed potable water system, as outlined under the State of Alaska Drinking Water Regulations, 18 AAC 80. A local CBW Building Permit may be required for the net shed structure located on the proposed pier.

United States Army Corps of Engineers
ZIMOVIA STRAIT

A permit to: PLACE 123,923 CY OF MATERIAL IN 3.40 ACRES FOR PORT STAGING AREA EXPANSION

at: LATITUDE 56.4363°N., LONGITUDE 132.5636°W., SECTION 25, T. 62 S., R. 83 E., C.R.M.

has been issued to: CITY OF WRANGELL **on:** MAY - 3 2007

Address of Permittee: POST OFFICE BOX 531, WRANGELL, AK 99929

Permit Number

POA-1990-114-R

FOR: *Nicole Hayes*
District Commander
NICOLE HAYES
REGULATORY SPECIALIST
REGULATORY DIVISION

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

(Proponent: CECW-O)

Image of original project permit.

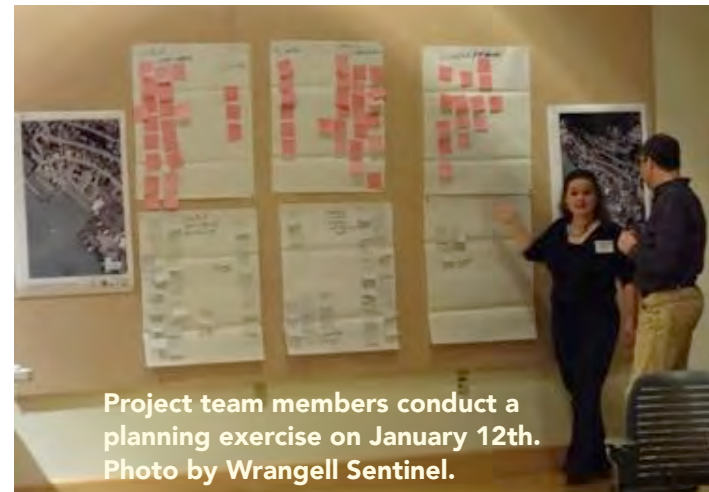
The Master Planning Team

The design team led by Corvus Design Landscape Architects was hired to develop an implementation plan that includes extensive community involvement; identifies ideas, use conflicts, potential growth, long-term and short-term opportunities; and attains consensus for the long-term use and development of the Wrangell's waterfront.

Corvus Design teamed with PND Engineers, Rain Coast Data and NorthWind Architects, three Juneau firms that, like Corvus Design, have a proven track record working for the City and Borough of Wrangell. Corvus Design and NorthWind Architects led the overall waterfront planning and design effort, integrating the diverse uses, elements and needs into a unified design. They focused on guiding the design work and implementation plan to fit smoothly within the existing working waterfront character of Wrangell. PND reviewed this work to ensure that the concepts were feasible from an engineering and permitting standpoint, as well as providing construction costs on the individual elements of the design alternatives. Rain Coast Data developed an analysis of local and regional population and economic trends to forecast and identify the potential economic benefits to be gained from this project. This analysis informs the implementation strategy to allow the City of Wrangell to maximize the returns on the investment required for the Waterfront Master Plan.



Project team members drawing images for Master Plan in Wrangell.



Project team members conduct a planning exercise on January 12th. Photo by Wrangell Sentinel.

The Preferred Master Plan

On Wednesday, February 25th 2015, the planning and design team presented a phased master plan that reflected the input and comments heard during three previous public meetings, two three-day open house events, integrated design charrettes, stakeholder meetings, and public comment between January 11th and February 24th.

This preferred master plan and associated construction costs was approved by the public in attendance at the conclusion of the February 25th meeting. The public endorsement of this phased master plan was unanimous.

From the eight master plan options initially developed, this master plan captures the community's desires and priorities as a phased approach that reflects reasonable expected funding opportunities. The Preferred Wrangell Waterfront Master Plan includes four phases:

- **Phase I** - Expansion of the Marine Service Center & Nolan Center open space reconfiguration (immediate-term)
- **Phase II** - Development of an elevated Waterfront Heritage Walk and access to natural beach (short-term)

- **Phase III** - Construction of a pier and net shed adjacent to the Nolan Center (mid-term)
- **Phase IV** - Creation of Wrangell Gateway Park following freight yard relocation (long-term)

Phase I – Marine Services Yard & Nolan Center Open Space Expansion

The goal of Phase I is to immediately use the fill permit. Under Phase I the Marine Service Center and open space connected to the Nolan Center are expanded by approximately 1.2 acres.

This phase involves filling the site with approximately 50,000 cubic yards of clean shot rock and armor stone materials. A mechanically stabilized earth (MSE) retaining wall with concrete block facing units is planned for the seaward edge of the fill to maximize the usable site area within the permitted fill limits. The wall will be approximately 20 feet in height and will include safety rails along the waterfront. Utility extensions into the newly filled area will include water, sewer, storm drains, power and lighting.



Wrangell Waterfront Master Plan - Preferred
PHASE 1



Marine Service Center Expansion

The expansion of the Marine Service Center will provide additional storage space for approximately 25 boats (0.75 acres). This new storage will allow existing storage within the heart of the service yard to be relocated to this new area and increase the space within the yard dedicated to actively working on boats. Alternatively, the expansion could be used to relocate 15 boats from the yard to make room for 10 new vessel service work stations, as well as providing space for 10 new boats to be stored. Surfacing materials will consist of crushed aggregate within the Marine Service Center yard and concrete paving.

Nolan Center Green Space Expansion

The open space adjacent to the Nolan Center will be reconfigured to provide additional green space. The public open space will be expanded to the northwest of the Nolan Center thereby providing more pedestrian access to the water's edge and strengthening the pedestrian axis along the face of the Center to the waterfront. This enhanced outdoor space can also be used for special events and allow overflow from the Center into the surrounding landscape. A combination of hardscape plazas, site furnishings, ornamental landscaping, and turf grass will provide enhanced use of this area. The adjacent Marine Service Center will be screened from this area with an architectural grade aesthetic fence and buffer landscaping.

Pedestrians will have the opportunity to look through the service yard fence at key locations to see what is going on and learn about the community's fishing fleet through interpretation opportunities. The power boat exhibit will be relocated to a more prominent location adjacent to the waterfront and Nolan Center.

Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated

at \$4.76 million for Phase I. State and federal permits have been secured by the CBW for the proposed improvements contemplated under Phase I.

Phase 1		Marine Service Yard Expansion Fill & MSE Wall		
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$324,200
Shot Rock Borrow - Intertidal Fill	CY	45,000	\$20	\$900,000
Armor Rock	CY	4,000	\$60	\$240,000
Concrete Block MSE Wall	SF	10,000	\$90	\$900,000
Screen Fence	LF	1,200	\$150	\$72,000
Heritage Walk & MSE Wall Safety Rails	LF	1,500	\$400	\$200,000
Concrete Sidewalks and Plazas	SF	30,000	\$20	\$300,000
Drainage Improvements	LS	All Req'd	\$350,000	\$175,000
Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$175,000
Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$50,000
Construction Surveying	LS	All Req'd	\$150,000	\$30,000
Power and Lighting	LS	All Req'd	\$500,000	\$200,000
ESTIMATED CONSTRUCTION BID PRICE				\$3,566,200
CONTINGENCY (15%)				\$534,930
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$102,528
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$307,585
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$246,068
TOTAL RECOMMENDED PROJECT BUDGET				\$4,757,311

Phase II – Elevated Waterfront Heritage Walk and Water Access to Natural Beach

Phase II represents a short-term plan that would provide increased pedestrian connectivity and waterfront access. A 12' wide elevated pedestrian walkway extending over an existing armor rock slope is planned under Phase II and would link the City Dock to the existing sidewalk along Campbell Drive and the Nolan Center.

Heritage Waterfront Walk

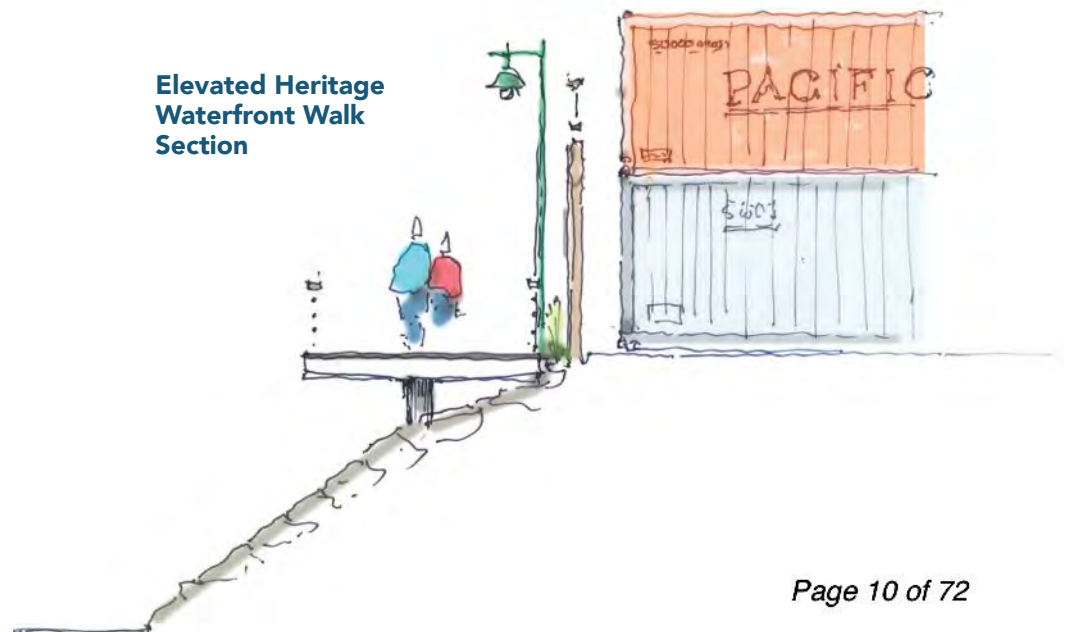
A pile supported "Heritage Waterfront Walk" located seaward of the existing freight yard planned under Phase II will include galvanized steel piles and pile caps, timber decking, architectural safety rails, benches, lighting and a timber fence to screen views looking towards the industrial work yard. The Heritage Walk would highlight Wrangell as a working coastal community through providing interpretive of its waterfront history and activities.

The existing sidewalk along Campbell Drive would be enhanced through widening and creating a design aesthetic that ties in with the Heritage Waterfront Walk and creates its own identity as a community destination.



Heritage Waterfront Walk Perspective

Elevated Heritage Waterfront Walk Section



Water Access to Natural Beach

Landscaping would enhance this segment and pedestrian access provided to the adjacent waterfront through a series of stairs or ramps. While a majority of Wrangell's downtown waterfront is structured as a barrier for practical and safety reasons, the project location would provide a natural beach setting connecting the public access from the park/walkway edge to the water.

The existing armor rock environment would be enhanced through restoration of the waterfront to a natural beach (while maintain the needed engineered armored slope) that could be used by the public during mid-level and low tides. Access to the water's edge would allow for many enjoyable activities.



Sitka Seawalk: The proposed Wrangell Heritage Walk will have a similar look and feel.



Beach Access





Wrangell Waterfront Master Plan - Preferred PHASE 2



Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated at \$3.72 million for Phase II. State and federal permits will be required for the proposed improvements contemplated under Phase II if the improvements extend beyond the high tide line (HTL).

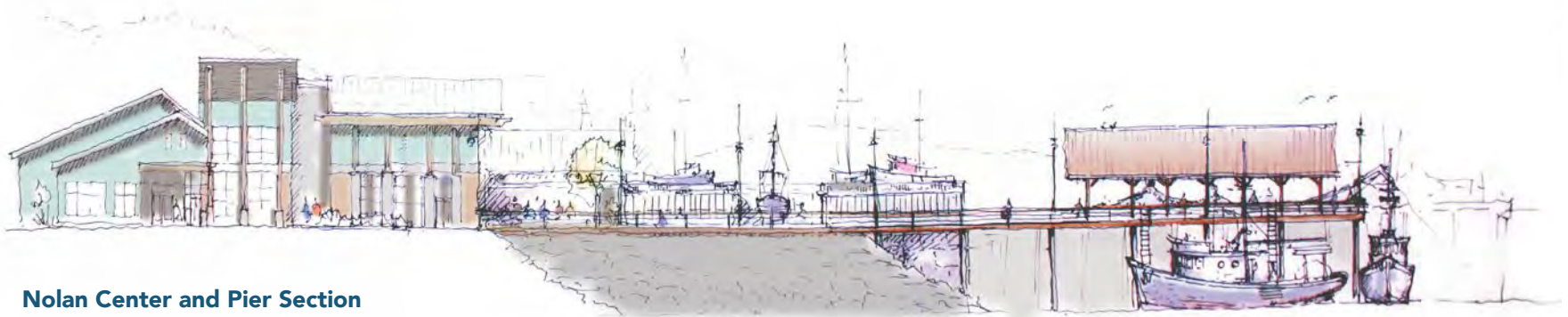
Phase II: Elevated Heritage Walk & Water Access to Natural Central Beach				
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$253,300
Elevated Heritage Walk, 12'x700'	SF	8,400	\$160	\$1,344,000
On Grade Heritage Walk, 16'x400'	SF	6,400	\$60	\$384,000
Heritage Walk & MSE Wall Safety Rails	LF	1,500	\$400	\$400,000
Beach Access Concrete Stairway with Railings	EA	2	\$100,000	\$200,000
Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$50,000
Construction Surveying	LS	All Req'd	\$150,000	\$30,000
Power and Lighting	LS	All Req'd	\$500,000	\$125,000
ESTIMATED CONSTRUCTION BID PRICE				\$2,786,300
CONTINGENCY (15%)				\$417,945
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$80,106
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$240,318
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$192,255
TOTAL RECOMMENDED PROJECT BUDGET				\$3,716,924

Phase III – Pier and Net Shed

Phase III represents a mid-term plan to develop a fishing pier, vessel mooring, and a net shed to better service the fishing fleet and provide a focal point on the downtown waterfront. A 60' x 120' pile supported timber pier with a 40'x100 timber net shed is planned under Phase III.

Pier

The pier will be constructed with galvanized steel piles and pile caps, timber decking, architectural safety rails and area lighting. The construction would permit vessels to moor and resupply at the downtown businesses and allow loading and unloading of gear from fishing vessels. This pier will provide local Wrangell residents and visitors alike an opportunity to interact with the waterfront and use it for recreation. Residents and visitors will be drawn to the pier to watch the activity, get over the water, and perhaps do some fishing from the pier. The net shed would provide the much needed gear sorting and net repair facility that is protected from the weather.



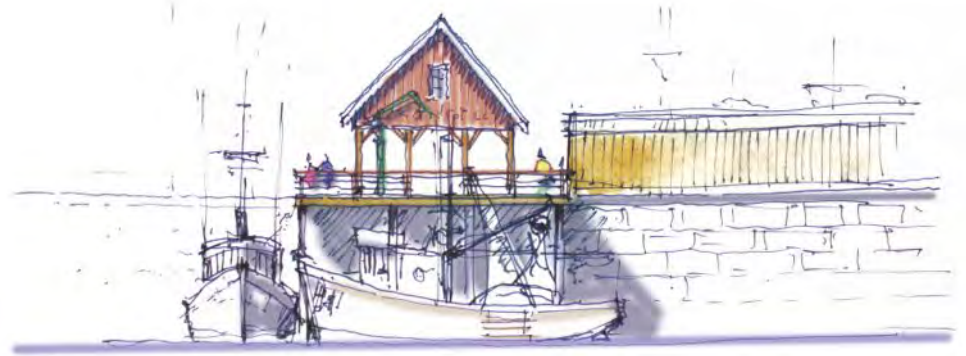
Nolan Center and Pier Section

Net Shed

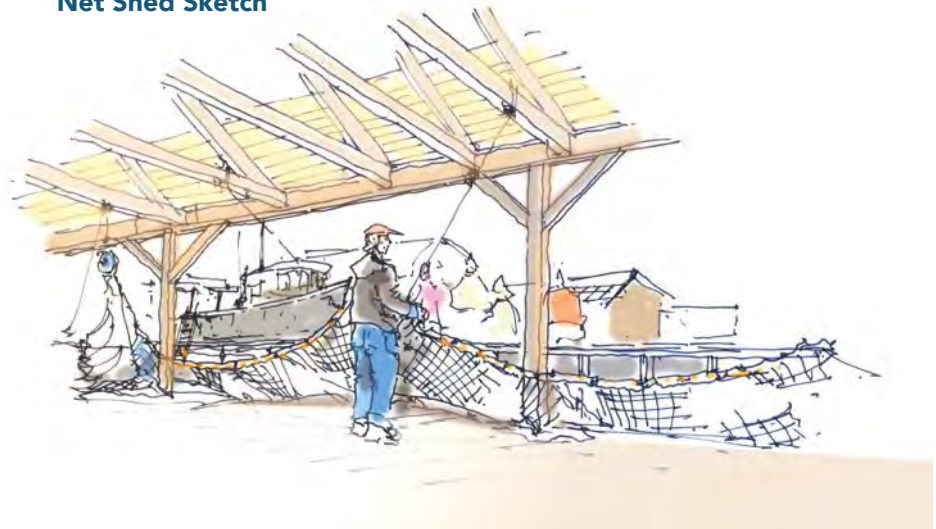
The net shed will serve as an iconic waterfront structure connecting the downtown community to the water in a traditional “wharf” configuration. Its proximity between the existing Marine Service Center, the Nolan Center and the proposed expansion of the waterfront, the net shed serves the working aspects of the fishing industry as a covered utility building that could be used for net repair, sorting gear and other related activities in a sheltered location, something the industry currently needs. The net shed will be constructed with heavy timber columns and trusses and will feature open walls to allow moving nets into the shed from vessels moored alongside.

The net shed will also become an important community space that could be used for festivals, celebrations, weddings and just enjoying the waterfront during lunch. Sitka’s net shed at Crescent Harbor serves the same purpose for both the fishing industry and public use and is a focal point of its waterfront. The building is an extension of the proposed Heritage Waterfront Walk. The building form connects back to historic Southeast Alaska waterfront architecture, which at one point defined most of our coastal communities town character. The design depicts strong, bold and symbolic forms that connects the land to the water and has a very practical use.

Pier Front



Net Shed Sketch



Sitka Net Shed. The proposed Wrangell net shed will have a similar look and feel.

Pedestrian Route

The pier and net shed will provide the focal point on the waterfront to the enhanced pedestrian axis route that runs in front of the Nolan Center and connects to the carving shed and cultural center on Front Street and thereby closing the loop of the heritage walk back to the downtown business district.





Wrangell Waterfront Master Plan - Preferred
PHASE 3



Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated at \$2.80 million for Phase III. State and federal permits will be required for the proposed improvements contemplated under Phase III.

Phase III: Pier & Net Shed				
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$190,500
Net Shed, 40'x100'	SF	4,000	\$100	\$400,000
Construction Surveying	LS	All Req'd	\$150,000	\$15,000
Pile Supported Timber Dock, 60'x120'	SF	7,200	\$200	\$1,440,000
Power and Lighting	LS	All Req'd	\$500,000	\$50,000
ESTIMATED CONSTRUCTION BID PRICE				\$2,095,500
CONTINGENCY (15%)				\$314,325
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$60,246
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$180,737
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$144,590
TOTAL RECOMMENDED PROJECT BUDGET				\$2,795,397

Phase IV – Gateway Park

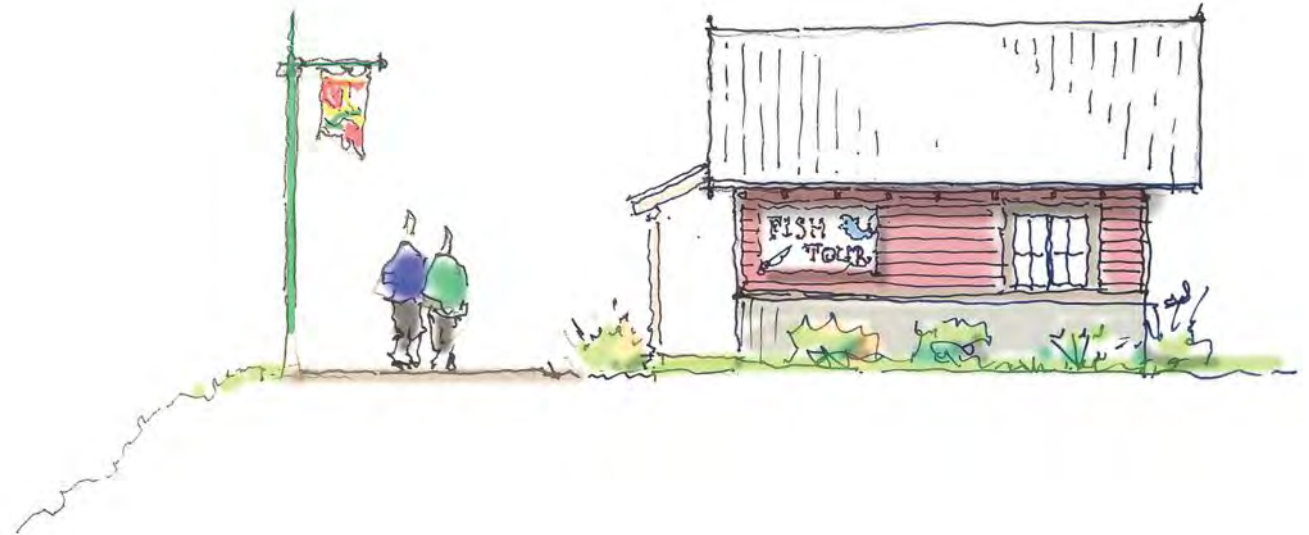
Phase IV represents the longer term plan completion of the Wrangell Waterfront build-out. Under Phase IV the barge/freight yard has been relocated to another site and a Gateway Park has been constructed in its place.

Move existing freight services

For nearly four decades, the community of Wrangell has been discussing moving its freight operations away from the downtown waterfront. While Wrangell residents are strong supporters of their local barge services and

operators, there is nearly unanimous and pointed agreement among officials and residents that participated in the waterfront master planning process that it is not the best use of prime waterfront real estate in the heart of the downtown. For this reason, the final phase of the project recognizes this sentiment and relocates the barge operations to a more appropriate location, thus freeing up this significant City owned property to be repurposed as Gateway Park.

Heritage Waterfront Building



Wrangell's Freight Yard



Gateway Park and Commercial Buildings

The gateway park will serve as an inviting entry to the community from the City Dock and be used by locals and visitors alike. The heritage walk constructed in phase two serves as the main pedestrian spine that the park fronts onto with small commercial buildings and a landscaped park in its interior. The park and commercial buildings would be similar in scale to the successful Homer Spit but linked by a stronger waterfront walk. A large centralized parking lot would be located on the park's perimeter creating a consolidated facility.

The Gateway Park has been identified as a major entry point into Wrangell's downtown business district and an entry point for the proposed heritage waterfront walk. The proposed phased removal of the current freight terminal location to a more practical location would

allow this important entry point to continue to grow its current use as a major public spaces both supporting seasonal vendors and as an introduction into the retail downtown area. Along the heritage waterfront walk, further expansion of waterfront commercial and retail opportunities would take advantage of the adjacencies to the heritage waterfront walk and public waterfront access.

With the relocation of the barge facility, Campbell Drive would no longer be required to meet the large vehicle needs of the freight yard and could be closed adjacent to the freight yard. There would be no impacts to Bob's IGA with the same access, service needs, and parking being maintained.

Heritage Waterfront Small Commercial Buildings





Wrangell Waterfront Master Plan - Preferred PHASE 4



Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated at \$4.05 million for Phase IV, exclusive of the costs to construct a new freight yard elsewhere. Minimal environmental permitting is anticipated for the park since it is located within established uplands. Typical state utility permits and plan reviews can be expected.

Phase IV:		Barge Terminal Deletion & Gateway Park		
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$275,800
Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$900,000	\$900,000
ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000
Screen Fence	LF	1,200	\$150	\$108,000
Concrete Sidewalks and Plazas	SF	30,000	\$20	\$300,000
Drainage Improvements	LS	All Req'd	\$350,000	\$175,000
Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$175,000
Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$200,000
Construction Surveying	LS	All Req'd	\$150,000	\$75,000
Power and Lighting	LS	All Req'd	\$500,000	\$125,000
ESTIMATED CONSTRUCTION BID PRICE				\$3,033,800
CONTINGENCY (15%)				\$455,070
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$87,222
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$261,665
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$209,332
TOTAL RECOMMENDED PROJECT BUDGET				\$4,047,089

Total Costs of the Preferred Master Plan

WRANGELL WATERFRONT MASTER PLAN						Phase 1	Phase 2	Phase 3	Phase 4	
PREFERRED MASTER PLAN						Marine Service Yard Expansion Fill & MSE Wall	Elevated Heritage Walk & Water Access to Natural Central Beach	Pier & Net Shed	Barge Terminal Deletion & Gateway Park	
BUDGET LEVEL ESTIMATE										
April 3, 2015										
Item	Item Description	Units	Quantity	Unit Cost	Amount					Subtotals
1	Mobilization	LS	All Req'd	10%	\$1,043,800	\$324,200	\$253,300	\$190,500	\$275,800	\$1,043,800
2	Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$900,000	\$900,000				\$900,000	\$900,000
3	Shot Rock Borrow - Intertidal Fill	CY	45,000	\$20	\$900,000	\$900,000				\$900,000
4	Armor Rock	CY	4,000	\$60	\$240,000	\$240,000				\$240,000
5	Concrete Block MSE Wall	SF	10,000	\$90	\$900,000	\$900,000				\$900,000
6	ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000				\$700,000	\$700,000
7	Elevated Heritage Walk, 12'x700'	SF	8,400	\$160	\$1,344,000		\$1,344,000			\$1,344,000
8	Screen Fence	LF	1,200	\$150	\$180,000	\$72,000			\$108,000	\$180,000
9	On Grade Heritage Walk, 16'x400'	SF	6,400	\$60	\$384,000		\$384,000			\$384,000
10	Heritage Walk & MSE Wall Safety Rails	LF	1,500	\$400	\$600,000	\$200,000	\$400,000			\$600,000
11	Beach Access Concrete Stairway with Railings	EA	2	\$100,000	\$200,000		\$200,000			\$200,000
12	Concrete Sidewalks and Plazas	SF	30,000	\$20	\$600,000	\$300,000			\$300,000	\$600,000
13	Net Shed, 40'x100'	SF	4,000	\$100	\$400,000			\$400,000		\$400,000
14	Drainage Improvements	LS	All Req'd	\$350,000	\$350,000	\$175,000			\$175,000	\$350,000
15	Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$350,000	\$175,000			\$175,000	\$350,000
16	Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$300,000	\$50,000	\$50,000		\$200,000	\$300,000
17	Construction Surveying	LS	All Req'd	\$150,000	\$150,000	\$30,000	\$30,000	\$15,000	\$75,000	\$150,000
18	Pile Supported Timber Dock, 60'x120'	SF	7,200	\$200	\$1,440,000			\$1,440,000		\$1,440,000
19	Power and Lighting	LS	All Req'd	\$500,000	\$500,000	\$200,000	\$125,000	\$50,000	\$125,000	\$500,000
ESTIMATED CONSTRUCTION BID PRICE					\$11,481,800	\$3,566,200	\$2,786,300	\$2,095,500	\$3,033,800	\$11,481,800
CONTINGENCY (15%)					\$1,722,270	\$534,930	\$417,945	\$314,325	\$455,070	\$1,722,270
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS					\$330,102	\$102,528	\$80,106	\$60,246	\$87,222	\$330,102
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$990,305	\$307,585	\$240,318	\$180,737	\$261,665	\$990,305
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$792,244	\$246,068	\$192,255	\$144,590	\$209,332	\$792,244
TOTAL RECOMMENDED PROJECT BUDGET					\$15,316,721	\$4,757,311	\$3,716,924	\$2,795,397	\$4,047,089	\$15,316,721
Note: Cost of commercial buildings is not included.										

Economic Impact Analysis of Master Plan Build-out

The various elements of the waterfront plan build out will each have their own associated economic impacts. Altogether, the development of the facilities into the master plan expected to attract an additional \$1.2 to \$2.0 million in increased economic activity to Wrangell on an annual basis.

Economic Impact of Marine Service Yard Expansion

Based on interviews with key officials involved with the Wrangell Marine Service Center, on average, boat owners that store their vessels in Wrangell incur expenses in several categories while located in Wrangell for work associated with their boat.

Boat supplies, including paint, fuel, and other essentials are approximately \$2,000 per vessel. Boat storage is \$156 per month. Boats are in the water between May and August, so that the storage fee is \$1,248 per vessel. Boats are normally connected to electrical power during storage to keep moisture at a minimum, which is an additional \$240 per vessel per year. Boat security is an additional option that approximately half of the boats in storage in the Marine Service Center opt to use. The average cost of having someone take care of a boat in storage is \$840 per boat. Boat hauling costs an

additional \$40. During the 21 days in which vessel owners are in Wrangell (on average) for associated boat activities, they spend an average of \$46.50 on food and beverages per day. The cost for accommodations during those 21 days is estimated at \$295.50 per person per year. This assumes that boat owners will stay on their boat for 14 days, which is currently the maximum stay permitted by the City and Borough of Wrangell.

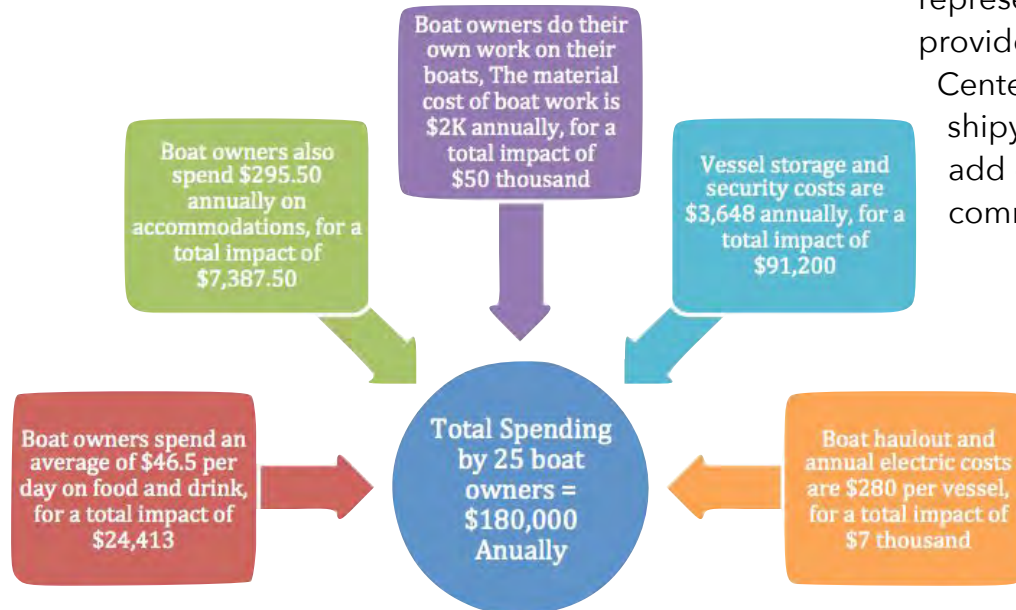
Based on these assumptions, visitors who come to Wrangell to store their boats generate an estimated \$7,200 per person in economic activity. Since the Wrangell Waterfront Master Plan will develop space for an additional 25 vessels, the economic impact of the build out will be \$180,000 annually.

**Average Total Spending: Boat Owners Storing Vessels
in the Wrangell Marine Service Center, Annually**

Spending Category	Annual Expenditures
Supplies	\$2,000
Storage	\$1,248
Hauling	\$60
Electricity	\$240
Vessel Security	\$2,400
Food & Beverages	\$975.50
Accommodations	\$295.50
Total cost per person per year	\$7,200
Income generated by 25 boats annually	\$180,000

A second possibility is that the new area developed under the Wrangell Waterfront Plan in the Marine Service Center will create new space for 10 new boats to be stored, as well as opening up 10 new service stations. Assuming each service station generates \$10,000 in annual work (including time and materials) this option would create \$100 thousand in economic activity associate with the new workstations, as well as \$72 thousand through spending by boat owners in conjunction with boat storage for 10 boats. Altogether this option would create \$172 thousand in economic activity in Wrangell on an annual basis.

In addition, expansion of the Marine Service Center represents an opportunity gain for the community. It provides the ability for the Wrangell Marine Service Center to continue to grow, in turn permitting the shipyard to continue to to be able to attract talent, add employees, and to be an economic engine of the community.



Economic Impact of developing Gateway Park and Heritage Seawalk

By improving the attractiveness and pedestrian access to the waterfront, Wrangell will also be able to attract additional visitors to the community. Moreover, the commercial buildings planned in Gateway Park as part of the Waterfront Plan would bring additional visitor products and options to arriving tourists. While it is difficult to determine the total potential of this change, the below analysis assumes that this dramatic change to the waterfront will grow the visitor industry by 35%. However, some local businesses feel that this is a conservative number, and should be 50% higher or more.

Between 2011 and 2014, the number of summer tourists to Wrangell grew by 26% as the national recession has begun to abate, reversing an earlier decline on tourism. This trend is expected to continue. Assuming the number of visitors arriving in Wrangell continues to increase by 19% over current levels, a 35% increase over those levels, the new waterfront development would attract an additional 6,140 tourists to Wrangell each year.

Not only would more visitors be attracted, but they would have more spending opportunities. Assuming that the new businesses in Gateway Park would cause each visitor to spend \$25 more per person per trip, an

annual impact of \$1.8 million in visitor spending would be expected (excluding inflation).

Assumption 1: 35% New Summer Visitors to Wrangell Attracted by Gateway Park and Heritage Seawalk Development

Visitor Type	New Visitors Attracted	New Annual Expenditures
Total New Visitors	6,140	\$1.8 million
Cruise Passengers	3,500	\$498,000
Yachters	546	\$141,000
Visitors by Air	1,254	\$734,600
Ferry	840	\$418,900

New spending opportunities would also include rentals of the new net shed for outdoor events, such as weddings and festivals. Assuming a \$200 per rental fee (similar to the small conference room at the Nolan Center) and 10 to 20 annual rentals – the net shed could bring in \$2,000 to \$4,000 per year.

This additional level of visitor spending would add an additional 34 annual average visitor industry jobs to Wrangell and \$590,000 in additional annual earnings (inflation excluded). While this type of growth in the

visitors industry might seem dramatic, it would still mean that the community of Wrangell would have a smaller visitor industry as a percent of all industry than the region as a whole.

If, on the other hand, a more conservative estimate of the impact of the Wrangell Waterfront Plan of a 20% increase and \$20 in addition per person spending opportunities would be expected, the impact to annual visitor spending would be \$1 million in new revenue to Wrangell on an annual basis.

**Assumption 2: 20% New Summer Visitors to
Wrangell Attracted by Gateway Park and
Heritage Seawalk Development**

Visitor Type	New Visitors Attracted	New Annual Expenditures
Total New Summer Visitors	3,500	\$1.0 million
Cruise Passengers	2,000	\$274,570
Yachters	312	\$79,100
Visitors by Air	717	\$416,200
Ferry	480	\$237,000

The Process

The following pages summarize the process, analysis and master plans developed with the public over a three month period that led to the creation of the adopted preferred master plan on the previous pages.

The project team developed a process for the Wrangell Waterfront Master Planning effort that began with a review of past planning initiatives, and an analysis of the Wrangell economy to ensure that the resulting plan would have the maximum benefit for the community.

This project included significant public involvement to engage the community and allow input and help direct the waterfront planning effort. Stakeholders and members of the public were invited to four public meetings, two three-day open house events, integrated design charrettes, and stakeholder meetings. Public outreach was conducted to ensure maximum public participation. Initially, eight master plan alternatives were developed in response to local visions for the waterfront. Based on stakeholder and public feedback, these were narrowed down to three master planning options. Finally, based on the community input and prioritization from the three master plans, along the construction cost estimates, initial plans were distilled into a single Preferred Wrangell Waterfront Master Plan. Each of these designs are presented in this document.

Economic Analysis

The City and Borough of Wrangell—located on Wrangell Island near the Stikine River—represents approximately three percent of total population, jobs, and earnings for Southeast Alaska. The community of Wrangell has restructured its economy and identity many times over the years, and is in the process of doing so again. By the early 1990's timber industry jobs accounted for twenty percent of Wrangell's workforce, and nearly a third of all direct local wages. When the Alaska Pulp Company sawmill closed in 1994, the local economy was devastated. During the same period, salmon prices tumbled reducing the value of the area's commercial fisheries, and community's largest seafood processor filed bankruptcy in 1998. Between 1994 and 2006, the population of the community fell by 18% (losing more than 500 residents).

Immediately the community set about enhancing its locally-based seafood and marine services sector. Through twenty years of concentrated efforts, systematically obtaining and strategically using funding, and an unwavering focus on long-term goals, the community of Wrangell is emerging from this economic devastation intact, and is in many ways a shining example of for the region. Maritime now accounts for half of the private economy, and it is not only the maritime sector that has benefited.

Wrangell By the Numbers

CHANGES IN THE ECONOMY 2010 - 2013

Sources: Alaska Department of Labor 2013 Employment & Wage data 2012 US Census Nonemployer (self-employment) Statistics; Cruise Line Agencies of Alaska; McDowell Group; US Bureau of Transportation Statistics (RITA); Alaska Marine Highway System; Annual Electric Power Industry Report; ADF&G Southeast Alaska Commercial Seafood Industry Harvest and Ex-Vessel Value Information; Datasets provided by the City and Borough of Wrangell included the following: Yacht activity, Hotel room transient tax data, Cruise ships port of call schedule, etc. Maritime Includes Fishing & Processing, Marine Transportation, Ship Building & Repair, Marinas & Boat Dealers, & Marine Construction.

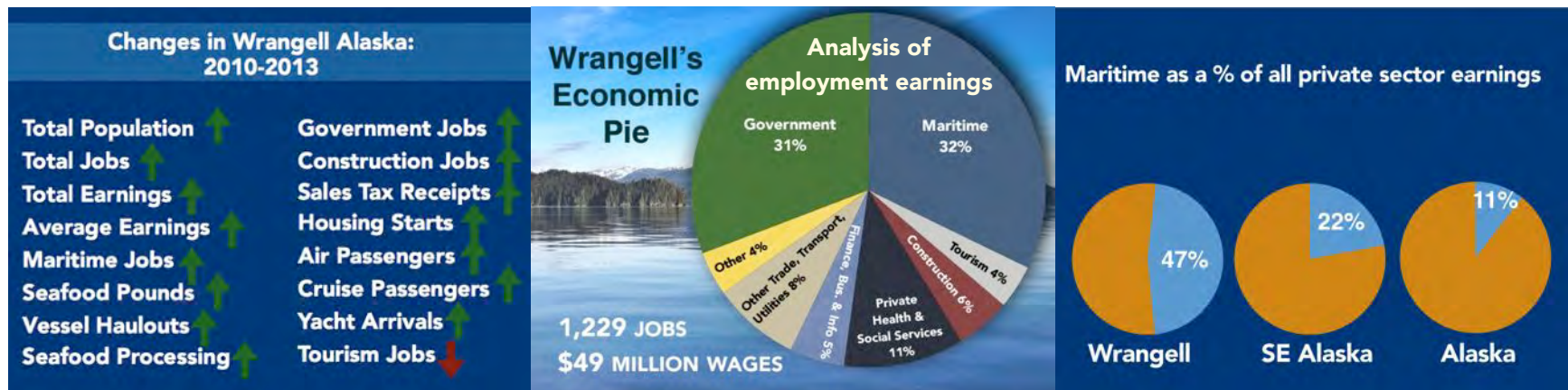
Demographics	2010	2013	% Change
Wrangell Population	2,369	2,456	4%
65 to 79 year olds	299	346	16%
Median Age Wrangell (AK is 34.3)	46.4	47.0	1%
K-12 Students	312	270	-13%
Under 10 year olds	265	295	11%
General Economic Conditions	Including Self-Employed Total Jobs = 1,229 Total Workforce Earnings = \$49 million		
Wage and Labor Employment (excludes self-employment)	812	859	6%
Wage and Labor Payroll (excludes self-employment)	\$28,105,755	\$32,250,390	15%
Wage and Labor Average Wage (excludes self-employment)	\$34,613.00	\$37,544.11	8%
Annual Unemployment Rate (2011-2013)	8.8%	8.9%	1%
Maritime Economy	Top Sector: 33% of employment earnings Total Jobs = 299 (includes self employed) Total Workforce Earnings = \$15.8 million		
Seafood Processing + Mariculture Jobs (excludes self employed)	84	97	15%
Processing + Mariculture Earnings (excludes self employed)	\$2,967,150	\$3,610,114	22%
Other Maritime (Boatbuilding, tourism, etc) (excludes self employed)	13	21	62%
Other Maritime earnings (excludes self employed)	\$371,825	\$680,805	83%
Total Seafood Processing Workers	332	372	12%
Vessel Haulouts	210	250	19%
Port of Wrangell: Total Seafood Pounds	4,932,410	10,570,760	79%
Port of Wrangell: Total Seafood Value	\$9,271,150	\$14,278,104	12%
Commercial Fishing	Total Commercial Fishermen 2012 = 181 Fishermen Earnings 2012 = \$11.5 million		
Government	Public Sector: 31% of all employment earnings Total Jobs = 325 Total Workforce Earnings = \$15.3 million		
Total Government Employment	318	325	2%
Federal Employment	58	50	-14%
State Employment	23	25	9%
City and Tribal Employment	236	250	6%
Total Government Payroll	\$14,148,023	\$15,246,007	8%
Visitor Industry	Key Industry: 8% of all jobs (4% of all employment earnings) Total Jobs = 100 Total Workforce Earnings = \$1.7 million		
Visitor Industry Employment (excludes self employed) SEAK increase is 14%	88	85	-3%
Total Visitor Industry Wages/Earnings (excludes self employed)	\$1,413,226	\$1,461,237	3%
Passenger Arrival via Jet, Cruise, Ferry	21,781	26,761	23%
Alaska Airline	10,587	11,485	8%
Large Ship plus Small Ship	3,869	8,096	109%
Alaska Marine Highway System	7,325	7,180	-2%
Yacht Arrivals (increases in length, average days)	310	324	5%
Average yacht length	46.4	50.2	8%
Total Transient Tax (6% per room night)	\$27,493	\$46,157	68%
Other Selected Statistics	2010	2013	% change
Sales Tax Receipts	\$2,196,229	\$2,483,505	13%
Assessed Values	\$121,950,067	\$134,366,782	10%
Housing Starts	3	4	33%
Total MWh sold in Wrangell (2009-2012)	27,016	35,192	30%

Today, Wrangell is one of Southeast Alaska's fastest growing communities. With some of the lowest electrical rates in the State, the highest school district test scores, a reemerging visitors industry, and a high level of entrepreneurship (nearly a third of all workers are self-employed), Wrangell continues to move in a positive direction.

The analysis of Wrangell's economic indicators showed that the economic tide of the community turned in 2006, and between 2010 and 2013, nearly every economic indicator was up. In that period, population increased by 4%, jobs increased by 6%, total workforce earnings increased by 15%, total seafood pounds landed increased by 79%, sales tax receipts increased by 13%, and passenger arrivals increased by 23%.

Altogether, there were 1,229 jobs in Wrangell in 2013 with \$49 million in associated wages. This pie chart looks at the local economy in terms of wages. In 2013, maritime related wages (mostly the seafood industry) accounted for nearly a third of all workforce earnings, and accounted for more income than all government jobs combined.

The waterfront is clearly critical to Wrangell's economy. The Wrangell maritime sector (mostly seafood industry related) directly accounts for 47% of all employment-related income in Wrangell's private sector. In Southeast Alaska - maritime accounts for 22% of all employment earnings, while in Alaska as a whole - it accounts for 11% of the private sector earnings. While this is substantial, it is less than a quarter of Wrangell's percentage.



Public Process

A focus on public participation and working in Wrangell helped shape a strong community understanding of this the waterfront planning goals, and directed the creation of the resulting Preferred Plan.

The Public

Four public meetings were conducted as part of the Wrangell Master Waterfront Plan process. The Wrangell Waterfront team came to Wrangell for two four-day sessions. Each session included two public meetings organized in a workshop format, a three-day open house at the Nolan Center, and targeted meetings with specific stakeholder groups and individuals. A key step in the design process is an integrated design charrette. The purpose of the charrette, intensive public design workshops, was to develop a vision and plan for the Wrangell waterfront. The workshop format was predicated on an participatory iterative process, where attendees are required to participate and contribute to the discussion.

In order to maximize participation, the meetings were announced in the Wrangell Sentinel, through a series of Public Service Announcements on Stikine River Radio (KSTK 101.7 FM), through a series of Facebook posts on the Wrangell Community Board, through event posters placed around the community, through Constant

Contact and individual emails, and through announcements on the following websites: City and Borough of Wrangell webpage and Facebook pages, Wrangell Chamber Facebook pages, and on the Wrangell Waterfront Master Plan Project Blog site and prior to each public meeting. Meeting materials were also made available at the City Hall as well as the Harbormaster's office. Turnout ranged from 31 to 45 community members at each of the meetings. More than 100 people were involved into the process.

Stakeholder Committee

Engagement took place with the Stakeholder Committee thorough email, individual interviews, and meetings as part of the Wrangell Waterfront Master Plan process. Representing a broad spectrum of interests, the different groups consistently identified common concerns which are reflected in the draft Wrangell Waterfront Master Plan.

Stakeholder Committee Membership: Terri Henson Nolan Center, Cyni Waddington Wrangell Chamber of Commerce Executive Director, Julie Decker City and Borough of Wrangell Assembly, Corree Delabruue Wrangell Convention and Visitor Bureau Chair, Greg Meissner Harbor Master, Carol Rushmore City and Borough of Wrangell Economic Development Director, John Martin Port Commission

Wrangell Chamber of Commerce Meeting

Attendees: Amber Hommel Chamber Secretary, Kim Lane Commerce President, Kris Reed Chamber Member, Cyni Waddington Chamber Executive Director, John Waddington Chamber Member, Shawna Bunes Chamber Assistant, Ray Keith Chamber Member, Patrick Mayer Chamber Member.

Wrangell Convention and Visitors Bureau Meeting

Attendees: Corree Delabruie Convention and Visitors Bureau Chair, Brenda Yeager Convention and Visitors Bureau, Nancy Delpero Convention and Visitors Bureau, Terri Henson Nolan Center, Carol Rushmore City and Borough of Wrangell Economic Development Director



Ports and Harbors Commission Meeting

Attendees: Walter Moorhead Port Commission, Clay Hammer Port Commission, Dave Silva Port Commission, John Martin Port Commission, John Yeager Port Commission, Rudy Briskar Planning and Zoning Committee, Chuck Jenkins, Greg Meissner Harbormaster



Economic Development Committee Meeting

Attendees: Julie Decker Chair Economic Development Committee Chair, Marlene Clark Economic Development Committee, Kaleigh Holm, Marine Industry Coordinator Southeast Conference, Carol Rushmore Economic Development Director City and Borough of Wrangell, Greg Meissner Harbormaster, Terri Henson Nolan Center

Assembly Presentations

Meetings: The teams attended two Wrangell Assembly Meetings for the purpose of providing project updates and responding to any questions the assembly might have: January 13 & February 24, 2015.



Additional Stakeholder Meetings and Open Door Workshops

Teri Henson Nolan Center, Greg Meissner Harbormaster, Rudy Briskar Planning and Zoning Committee, Brenda Schwartz Yeager Convention and Visitors Bureau, Keith Appleman Citizen, Brian Ashton, Cyni Waddinton Chamber, Julie Decker Wrangell Assembly, Marlene Clarke Economic Development Committee, Steve Prysunka Wrangell Assembly, Ron Rice Samson Barge and Tug, Kim Fisher Citizen, Bill Goodale Stikine Inn owner, Apryl Hutchinson secretary and treasurer of the Wrangell Cooperative Association



Development of Concepts and Options

Below is a summary of the public exercises that occurred during the meetings combined with public feedback from the January 12th public meeting.

What Do You Most Like About Wrangell's Waterfront

View/Open Space - (24 comments)

People like having access to the waterfront, as a place to have lunch, take in the view, watch sea life. They enjoy the aesthetics and the existing green space with benches. People are using and enjoying these areas.

Working Waterfront - (19 comments)

Wrangell residents enjoy their identity of having a "working waterfront". It's a "working town, not fake". The Wrangell waterfront is "open for business." The Marine Service Center combined with seafood, etc.

Accessible/Location - (19 comments)

Wrangell's waterfront is accessible from downtown, and provides easy access between the ocean and the community. Items marked as accessible included cruise ship docks, stores, services, restaurants, hotel, hardware

stores, fisheries, visitor services, ferry, boat docks, Nolan Center, & downtown. Everything is within reach.

Diverse - (9 comments)

Wrangell's diversity in waterfront uses is valued by Wrangell's residents. Wrangell's waterfront has "a mix of waterfront infrastructure, which includes a working waterfront, green space & public docks." There is "room for multi-use tourism and marine industries."

Culture - (5 comments)

Wrangell's waterfront history, museum, petroglyphs, Fort Wrangell, and Chief Shakes Island.



Updates - (1 comments)

Work to date on waterfront has been great.

What Do You Least Like About Wrangell's Waterfront

Lack of Open Space/Aesthetics - (16 comments)

Many people commented that there is not enough green or public space on the waterfront, and that too much industry on the waterfront is not aesthetically pleasing. Clutter and shabby areas need to be addressed.

Barge Operations/Containers Not Compatible - (14 comments)

Residents remarked that the freight yard is not the best use of the prime real-estate waterfront area in which it is located. In its current location, there is a mix of activities on the waterfront that don't work well together. Tour and local traffic competing with barge for space. Dust from the yard in the summer is undesirable. Discussions regarding moving these facilities have been happening for 20 years.

Marine Center Needs Not Being Met/Too Crowded - (11 comments)



The Marine Services Center does not have enough room to currently serve its needs, especially in the summer months. There is need for more space.

Lack of Pedestrian Connectivity - (9 comments)

Access along the waterfront for pedestrians should be expanded. Way-finding for visitors needs to be added.

Dog Issues - (4 comments)

Dog poop issues detract from enjoyment of existing green space. There is also some concern regarding unleashed dogs.

Need for More Diversity - (4 comments)

The waterfront should be more economically and/or culturally diverse. There shouldn't be too much dependence on a single industry.

Lack of Locations to Grow Commercial Economy (Especially for Visitor Industry) -
(4 comments)

There are not sufficient waterfront locations to support local marine tourism ventures. Visitor industry connected to the waterfront currently does not have the ability to expand and add businesses and grow jobs. Area is too crowded for new growth.

Weather Issues - (2 comments)
Lack of sheltered areas.

Lack of Access - (2 comments)
No beach access, ability to swim/fish in water.

What would be your desired priorities for the site

Open Space/Green Space
(20 comments)

Create additional green space, public space, or green belt along waterfront. Retain picnic tables and benches. Clean up existing space



Expand Marine Service Center - (16 comments)

Create more space for the existing Marine Service Center.

Move Barge Lines/Change Use - (13 comments)

Create more space downtown by moving barges outside of downtown area. Address barge congestion.

Pedestrian Access/Seawalk - (11 comments)

Make waterfront more pedestrian friendly with increased public access in the form of a pedestrian walkway/boardwalk. Allow businesses to use. Make signage. Make this bicycle friendly. Interpretation and public art activities could include sea life sculptures and cut outs of fishing boats.

Special Facilities - (8 comments)

Two mentions for an aquarium, two for a vocational education center, one for dedicated wooden boat facility, one for enclosed spaces for artists, one for ice skating rink. Local Pier for fishing.

More Storage for Boats, Vessels, Containers - (5 comments)

Increase storage for boats (that are not currently being worked on in the Marine Service Center), equipment, containers, and fisheries needs.

Expand Visitor Industry - (7 comments)

Create more dock space for visitor excursions, interpretive signage, as well as increased visitor areas on waterfront.

Highlight Local Seafood with Restaurants and Access to Seafood - (5 comments)

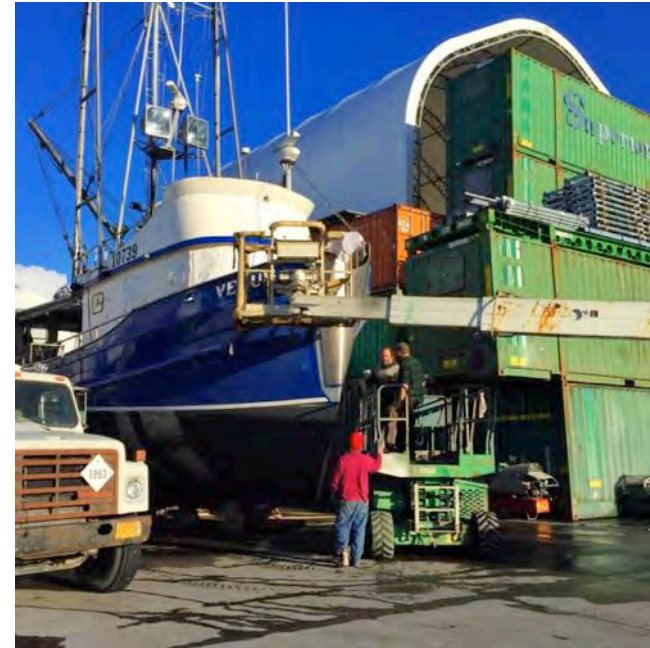
Despite the seafood economy, there are few opportunities to eat fresh seafood in Wrangell. Wrangell should showcase its world class seafood.

Add New Transient Dock, Summer dock - (5 comments)

Increase access to downtown from water. Provide access for summer fisheries, recreation and yacht traffic.

Other (4 comments)

Cultural/Historical. Increased Car Parking, Covered Shelters, Bicycle Rentals



Project Contacts

Altogether, more than 100 Wrangell residents and stakeholders were involved in the process of developing the Wrangell Waterfront Master Plan, attending public meetings, submitting comments during the planning process, or acting as a stakeholder in the process and communicating with the planning team electronically. These individuals are listed below:

Aaron Powell	Carl Johnson	Dorothy Hunt-Sweat	Keith Appleman	Patrick Mayer
Alan Reeves	Carol Rushmore	George Benson	Ken Lewis	Paul Southland
Amber Al-Haddard	Chere Klein	Georgianna Buhler	Kim Covalt	Ray Keith
Amber Hommel	Chris Hatton	Gig Decker	Kim Fisher	Rebecca Smith
Andy Degner	Christie Jamieson	Greg McCormack	Kim Lane	Rhonda Dawson
Angie Eldred	Christina Florschutz	Greg Meissner	Kris Reed	Rick Martin
Ann Knameo	Cheryl Goodale	Guadalupe Rogers	Laura Minski	Ron Rice
Anne Morrison	Chuck Jenkins	Jake Harris	Lee Burgess	Ruby McMurren
Apryl Hutchinson	Clay Hammer	James Edens	Leslie Cummings	Rudy Briskar
Becky Rooney	Corree Delabruce	Jamie Roberts	Loretta Rice	Samantha Olsen
Bernie Massin	Cyni Waddington	Jeff Jabusch	Lupe Roger	Shawna Bunes
Betty Keegan	Dan Rudy	Jeremy Maxand	Mark Mitchell	Stephen Prysunka
Bill Goodale	Daniel Blake	John Jensen	Mark Walker	Terri Henson
Bill Privett	Dave Nagle	John Martin	Marlene Clarke	Tim Sawyer
Bob Prunella	Dave Silva	John Taylor	Marie Shiply	Timothy Gillen Sr.
Bob Robbins	Dave Jack	John Waddington	Maxlyn	Valerie NihEideain
Bobby Robbins	David Powell	John Yeager	Wiederspohn	Vivian Prescott
Bob Dalrymple	David Svendson	Joy Prescott	Megan Talbut	Walter Moorhead
Bob Maxand	Dianne O'Brien	Julie Decker	Michael Brown	William Willard
Brenda Yeager	Dick Somerville	Katarina Sostaric	Nancy McQueen	
Brian Ashton	Don Sam	Kate Thomas	Nancy Delpero	
Bruce McQueen	Donald McConachie	Kay Jabusch	Pam McCloskey	

Eight conceptual master plans for Wrangell's waterfront

Based on the public input and priorities, the design team developed eight concepts with the assistance of the community during a three-day community open house and design charrette. The eight master plans were presented to the public on January 14th, 2015 to receive input and comments. The following presents the highlights of each master plan and the community's response to each.

Master Plan A: No Fill Option

Improvements shown on this plan was restricted to the existing uplands and did not include the development of new land through the addition of fill into the adjacent ocean. This plan included two phases of development.

Phase one elements included:

- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard
- Minor pedestrian and landscape improvements along Campbell Drive
- Extending the pedestrian route from the Nolan Center to the rear of the building to Silvernail Drive and the

edge of the marine service yard to create a marine interpretive route

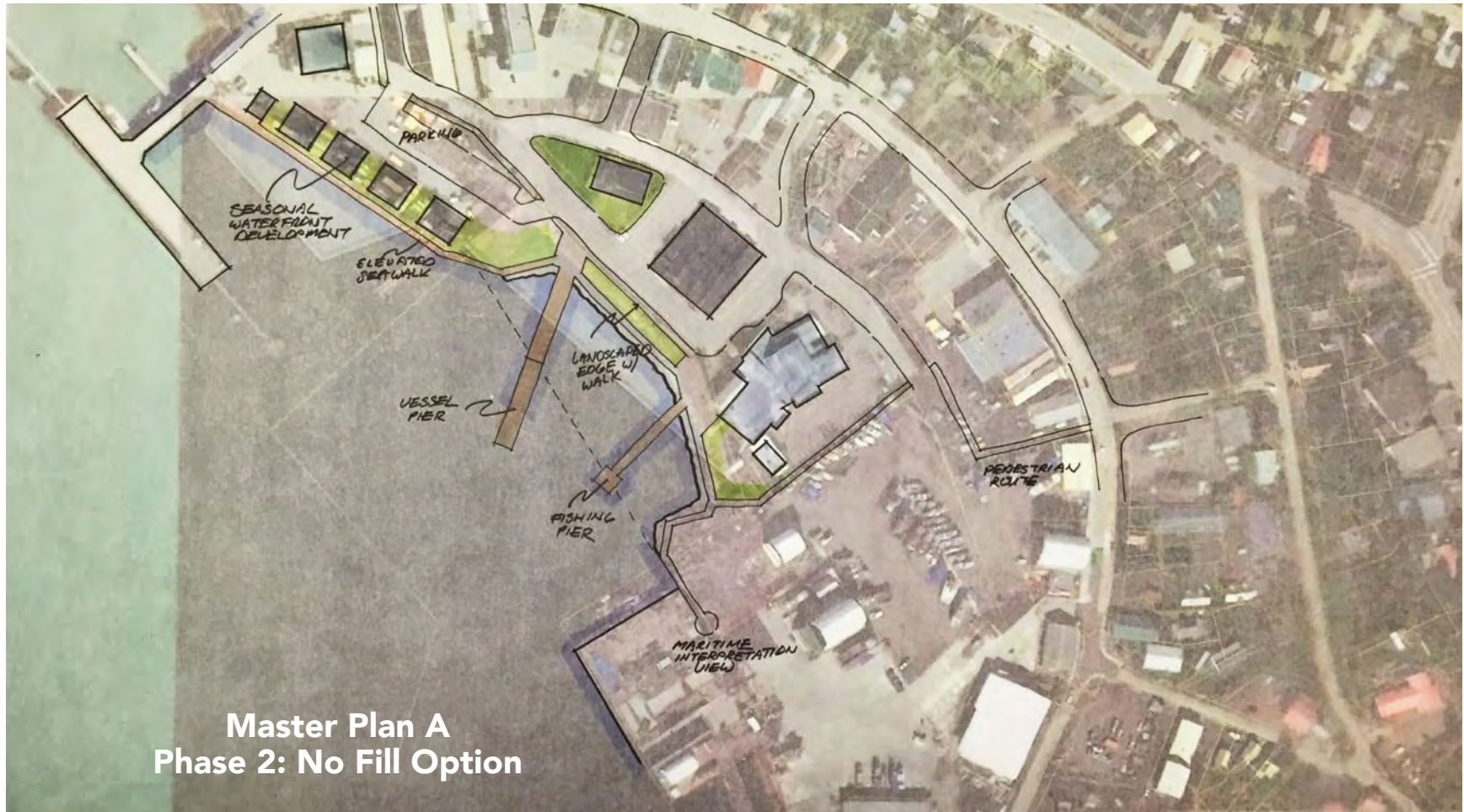
Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland and parking in the former barge service yard.
- Creation of a small vessel float off of Campbell Drive
- Development of a fishing pier adjacent to the Nolan Center

Public Response:

While the most economical option due to not including fill as part of the project, this was largely discounted as not providing enough of needed facilities and priorities. Many supported the eventually relocation of the barge service yard and creation of public and commercial space. There was some interest in the fishing pier and the vessel float but believed the costs of these facilities could be a limiting factor.





Master Plan B: Max Fill, Expansion of All Industrial Services

This plan maximized the working waterfront and allowed for the expansion of existing marine and barge services while creating a centralized green space. This plan utilized the full build out of the fill permit and included two phases of development.

Phase one elements included:

- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard
- Minor pedestrian and landscape improvements along Campbell Drive
- Extending the pedestrian route from the Nolan Center to the rear of the building to Silvernail Drive and the edge of the marine service yard to create a marine interpretive route

Phase two elements included:

- Maximum fill as allowed under the fill permit
- Retaining the barge services in its current location
- Expanding the marine services yard adjacent to the Nolan Center

- Creating a large centralized green space adjacent to Campbell Drive that also included a seasonal vessel float
- Strengthening the pedestrian link from the Nolan Center to the waterfront

Public Response:

There was general consensus that the barge service yard needed to be relocated from the waterfront. Most all supported the expansion of the marine service yard however there was concern about its expansion directly adjacent to the Nolan Center. There was mixed support for the creation of the waterfront park and seasonal vessel float. Most all supported the elevated pedestrian walk and strengthened link between the Nolan Center and the waterfront.





Master Plan C: Alternative Fill Option- Expansion of Barge Services

This plan places fill adjacent the Nolan Center and takes the remaining quantity of allowable fill and creates an alternative fill location next to the barge service yard. This allows the expansion of both the marine and barge service yards. There are two phases of development.

Phase one elements included:

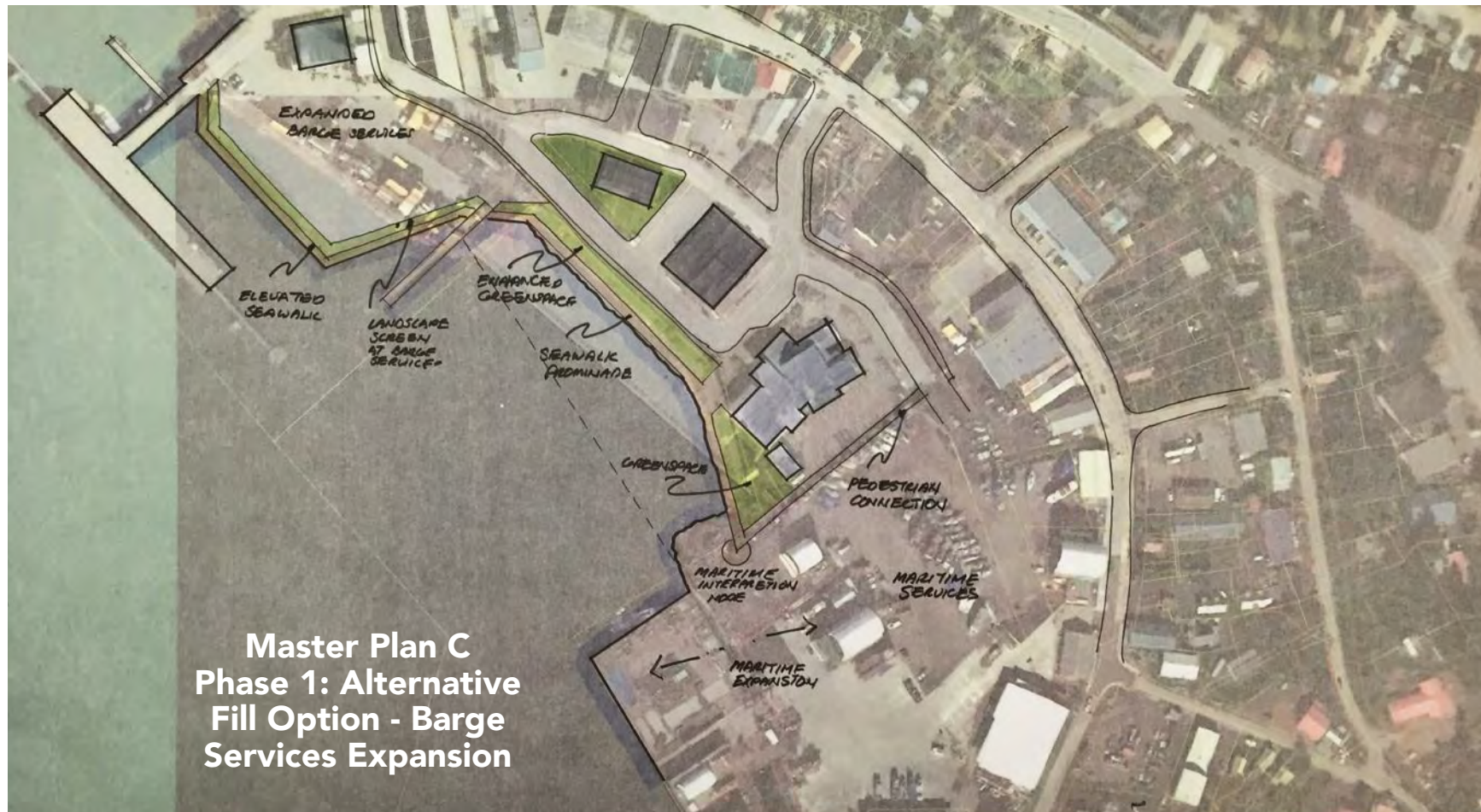
- Placement of fill next to the barge service yard and expansion of the facility
- An at grade pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard that would include screening from the service yard.
- Relocating the pedestrian route to the water's edge and landscape improvements along Campbell Drive
- Extending the pedestrian route from the Nolan Center to the rear of the building to Silvernail Drive and then looping back to Campbell Drive and Front Street while creating a marine interpretive route

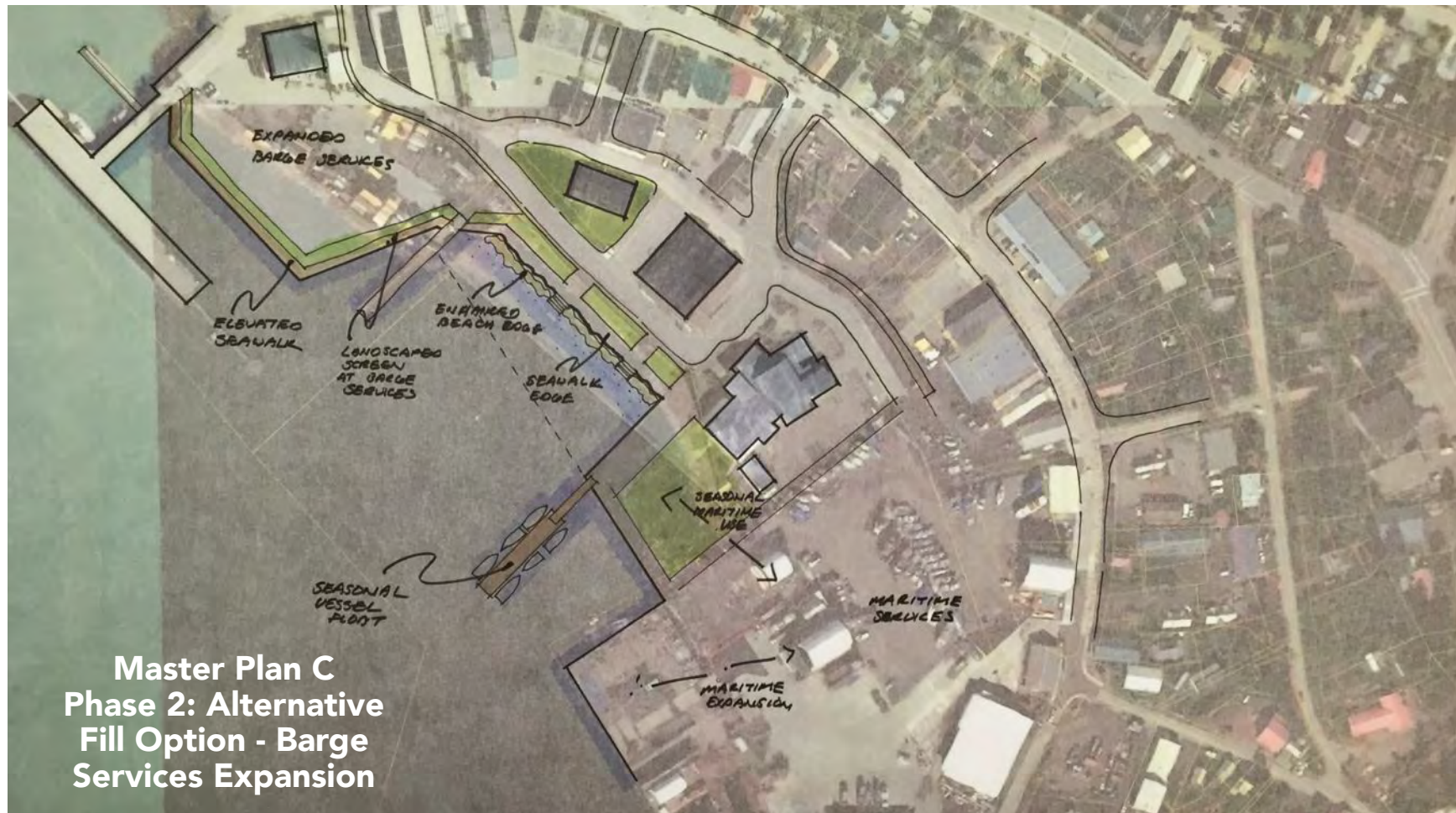
Phase two elements included:

- Expanding the marine services yard adjacent to the Nolan Center for seasonal boat storage
- Providing pedestrian access to the water adjacent to Campbell Drive and creating a natural beach setting
- Strengthening the pedestrian link from the Nolan Center to the waterfront and creating a seasonal vessel float at its terminus

Public Response:

There was consensus that this was a preferred plan however expansion of the barge service facility was not a community priority and needed to be relocated from downtown. Many supported the marine services yard but there was concern with it being located adjacent the Nolan Center, even as a season facility. The waterfront walk, water access from Campbell Drive, and the pedestrian link from the Nolan Center to the waterfront were well supported. There was mixed support for the seasonal vessel float.





Master Plan D: Maximum Fill and Open Space

This plan maximizes the fill for the project and creates a large centralized hardscape plaza that could be used seasonally for boat storage and as public open space during the summer. The plan includes the later relocation of boat storage and barge service yard to another location not on the downtown waterfront and the creation of commercial and retail along the waterfront.

Phase one elements included:

- Maximum fill and the development of a large centralized hard-scaped plaza adjacent to the Nolan Center and Campbell Drive that could be used seasonally as boat storage and public open space during the summer
- Creation of a pedestrian route from Lynch Street to the waterfront and to the Nolan Center and the rear of the building to Silvernail Drive and the edge of the marine service yard to create a marine interpretive route
- Development of a fishing pier adjacent to the Nolan Center

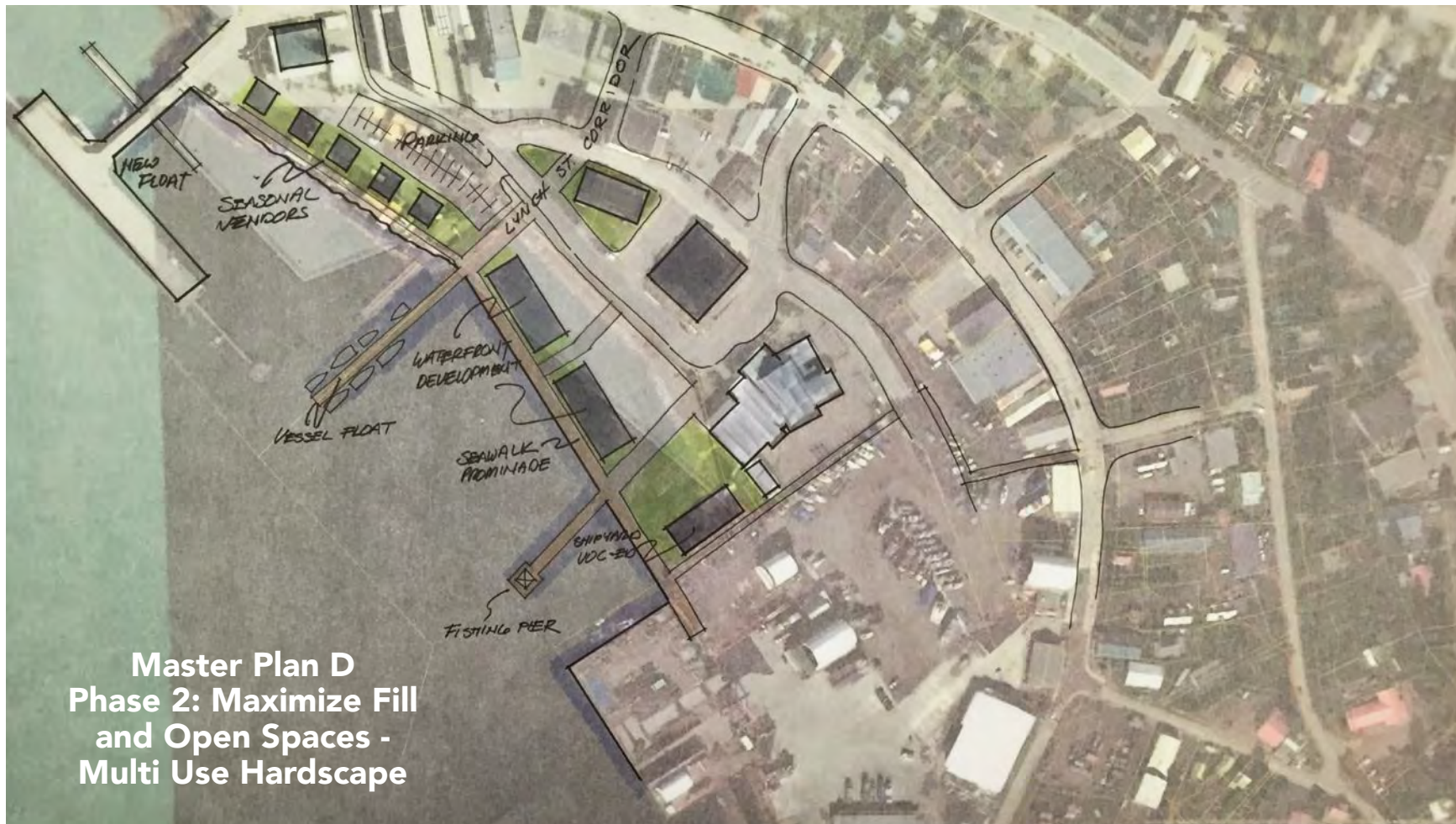
Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, a small vessel float, and parking in the former barge service yard.
- Relocation of the boat storage from downtown and the creation of waterfront development (housing, retail, etc.) and a vocational education facility.

Public Response:

There was little support for the centralized hardscape plaza due to concerns it could be permanent boat storage. There was some support for the fishing pier to create a waterfront focal point but concerns about the costs. There was support for relocating the barge service yard and creating a small waterfront commercial park but it lacked the waterfront walk. There was very minimal support for the larger mixed use waterfront development and the vocational educational center.





**Master Plan D
Phase 2: Maximize Fill
and Open Spaces -
Multi Use Hardscape**

Master Plan E: Max Fill, Expansion of All Industrial Services-Option 2

This plan maximized the working waterfront and allowed for the expansion of existing marine and barge services while creating a centralized green space. This plan utilized the full build out of the fill permit and included one phase of development.

Phase one elements included:

- Maximum fill as allowed under the fill permit
- Retaining the barge services in its current location and expanding it along Campbell Drive
- Expanding the marine services yard adjacent to the Nolan Center
- Creating a large centralized green space adjacent to Campbell Drive that also included a seasonal vessel float
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard and running along the waterfront to the Nolan Center.

Public Response:

There was general consensus that the barge service yard needed to be relocated from the waterfront, not expanded. Most all supported the expansion of the marine service yard however there was concern about its expansion directly adjacent to the Nolan Center. There was mixed support for the creation of the waterfront park and seasonal vessel float. Most all supported the elevated pedestrian walk and strengthened link between the Nolan Center and the City Dock.



Master Plan F: Beach and Wharf: Modified Fill

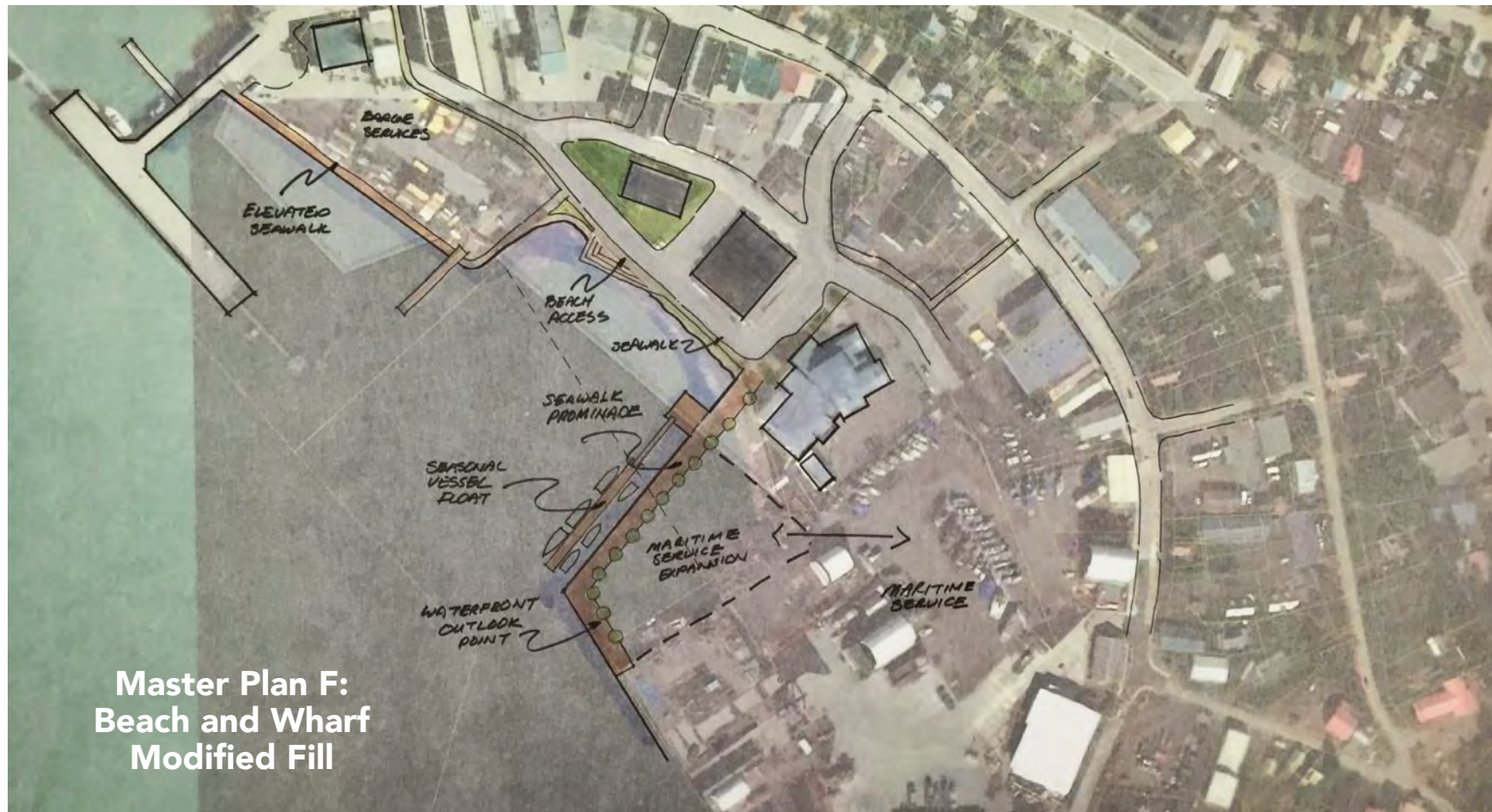
This master plan takes the permitted fill area and shifts it to the old mill dock where the marine service yard is expanded and a strong pedestrian route established between the Nolan Center and waterfront. This plan has one phase of development.

Phase one elements included:

- Maximum fill and transfer the area adjacent to the old mill dock for expansion of the marine service yard. Could also create large vessel docking.
- Retaining green space adjacent to the Nolan Center while creating a strong pedestrian link from the Center to the waterfront through the inclusion of a waterfront promenade and seasonal vessel float
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard and running along the waterfront to the Nolan Center and allowing beach access.
- Retaining the barge service yard in its current location.

Public Response:

With the exception of objecting to retaining the marine services yard, this master plan received the most support. There was concern related to the cost for the fill adjacent to the old mill dock due to the depth of the water in this location, but if feasible this was a preferred master plan.



Master Plan G: Centralized Park with Beach Access

This plan maximizes the fill for the project and creates a series of waterfront parks where some could be used seasonally for boat storage and as public open space during the summer. The plan includes the relocation of the barge service yard and the creation of large waterfront development along the waterfront. This plan has two phases.

Phase one included:

- Maximum fill and the development of waterfront open space and beach access next to the Nolan Center and Campbell Drive
- Hardscape plaza adjacent to the Nolan Center that could be used seasonally as boat storage and Nolan Center open space during the summer
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard
- Addition of a season vessel float

Phase two elements included:

- Relocation of the barge service yard to another location and the creation

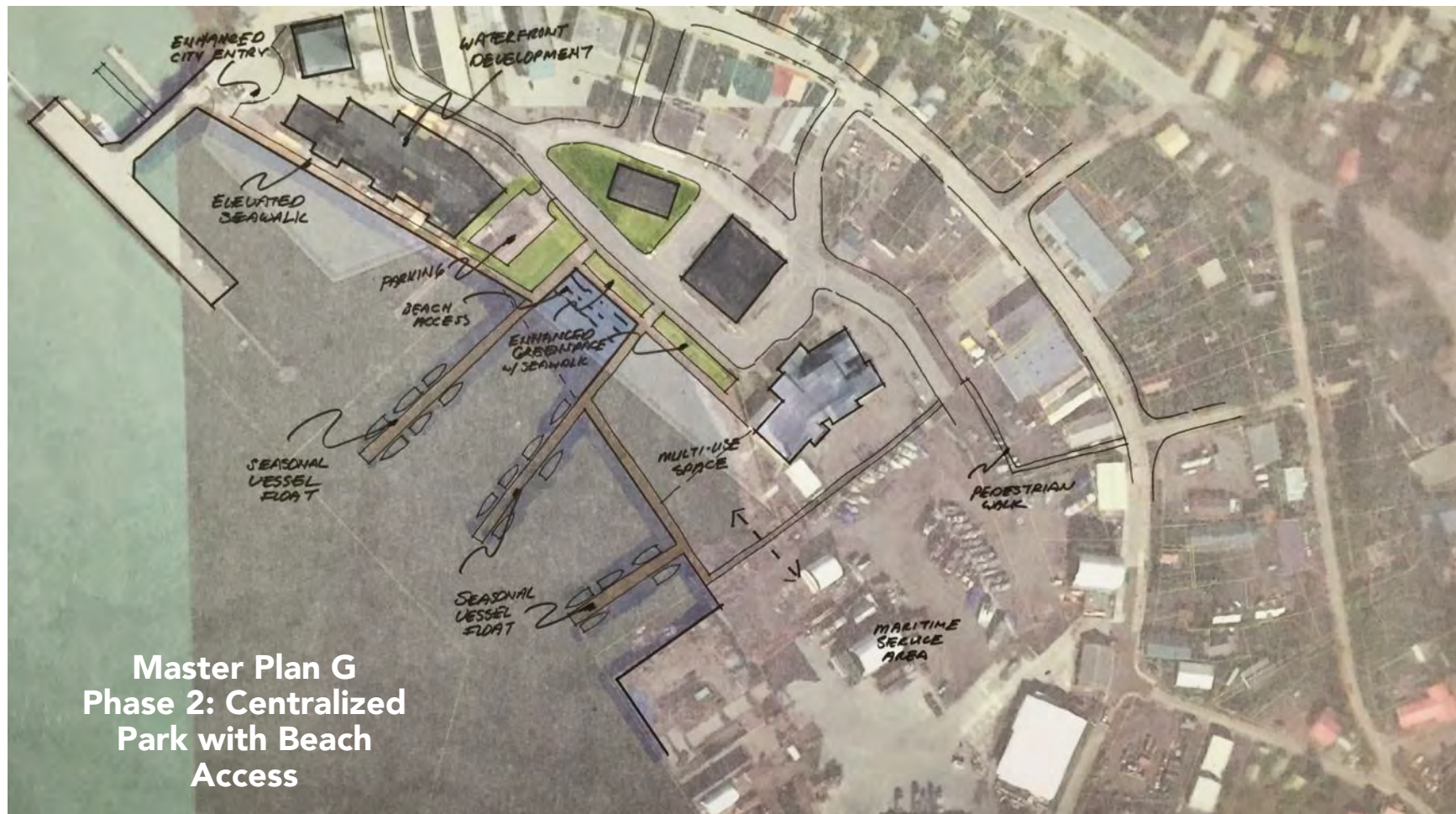
of large scale mixed use development (commercial, housing, retail) in the former barge service yard.

- Two additional seasonal vessel floats

Public Response:

There was little support for this plan. Concerns expressed included the size of the mixed-use development on the waterfront, the number of seasonal vessel floats and the seasonal boat storage adjacent to the Nolan Center. There was support for the waterfront walk from the City Dock to the Nolan Center along the water's edge.





Master Plan H: Split Seawalk

This plan utilizes a majority of the permitted fill for the project and creates long linear waterfront park and provides beach access with the relocation of the barge services yard. This master plan includes two phases.

Phase one elements included:

- Partial fill adjacent to the Nolan Center and Campbell Drive that includes public open space along the water with a waterfront promenade and a hardscape plaza adjacent to the Center that could be used seasonally as boat storage and public open space during the summer

Phase two elements included:

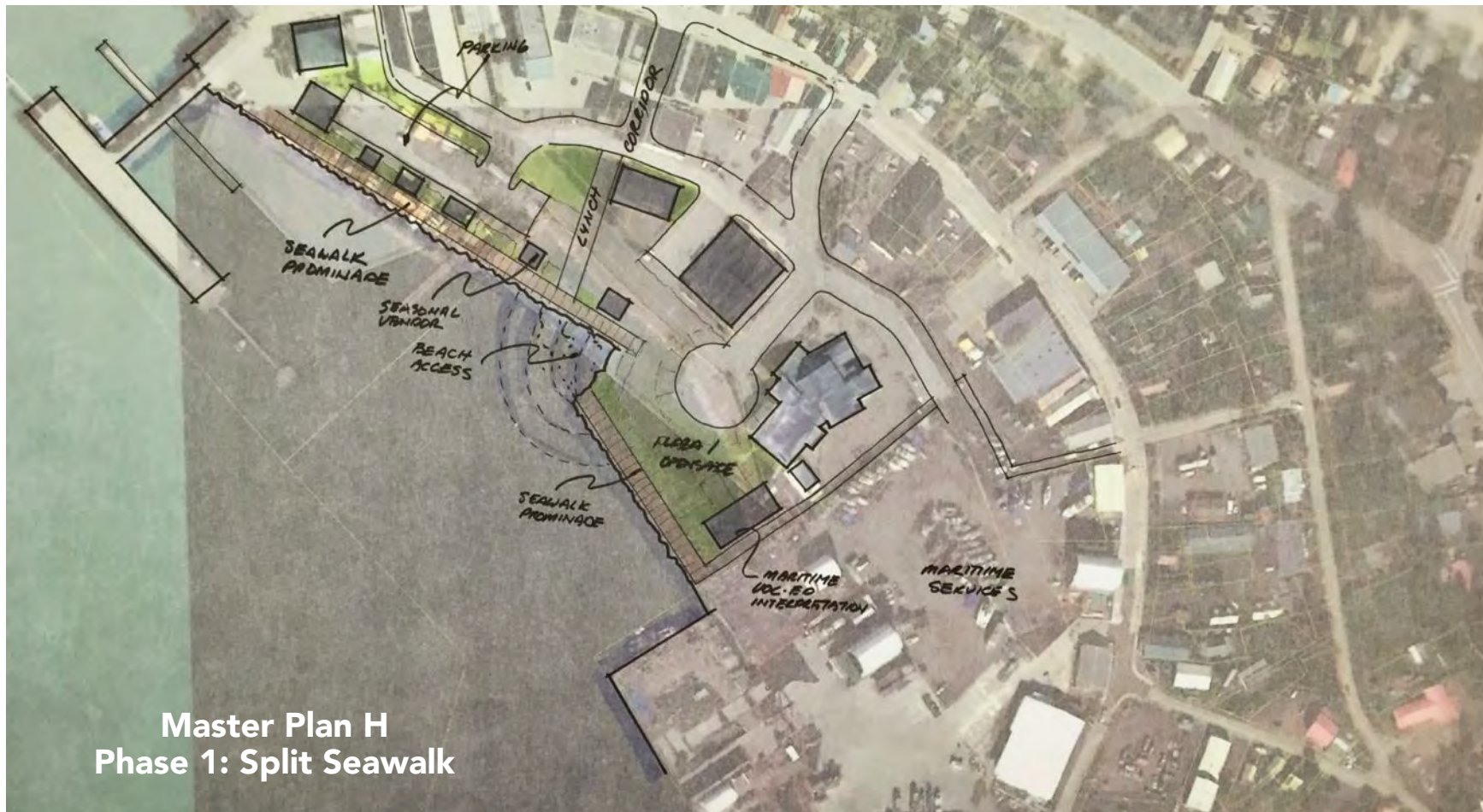
- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.
- Closure of a portion of Campbell Drive between the barge yard and the Nolan Center and converting it to open space.

- Creation of two waterfront seawalks that intersect at a beach access point.
- Development of a maritime interpretation center (or vocational education center) next to the Nolan Center

Public Response:

There was mixed support for this master plan. There was limited support for the maritime interpretation center and the separation of the seawalk. There was significant approval for the closure of Campbell Drive and relocation of the barge service yard. Many voiced a concern for the need of a waterfront pedestrian route from the City Dock to Nolan Center as a first phase priority.





**Master Plan H
Phase 1: Split Seawalk**

Master Plan Consensus

Although Concepts F and C had the most support as shown, several other plans had elements that received endorsement from the community. A summary of these include:

- Maximize the allowable fill in the permit, but in a cost effective manner.
- Waterfront pedestrian walk from City Dock to the Nolan Center as a phase one priority.
- Expansion of the marine service yard while minimizing impacts to Nolan Center.
- Relocating the barge service yard to another location (perhaps 10 mile site). Once relocated, create a small commercial development and park along the waterfront walk. Include consolidated parking.
- Create a waterfront promenade and pedestrian link from the Nolan Center to the waterfront.
- Close a portion of Campbell Drive as part of the barge service yard relocation.
- Create a focal point on the waterfront.



The project team develops drawings for master plan alternatives to be presented at a public meeting in Wrangell.

Three conceptual master plans for Wrangell's waterfront

Based on the public input and priorities generated at the presentation of the eight concepts, the design team developed three concepts which refined the public input. The three master plans were presented to the public on February 23rd, 2015 to receive input and comments. Workshop attendees were also asked to vote on their favorite designs. The following presents the highlights of each master plan and the community's response to each.

Concept 1

This plan builds from Master Plan H and utilizes a majority of the permitted fill for the project and creates long linear waterfront park and provides beach access with the relocation of the barge services yard. This master plan includes two phases.

Phase one elements included:

- Partial fill adjacent to the Nolan Center and Campbell Drive that includes public open space along the water with a waterfront promenade and a hardscape plaza adjacent to the Center that could be used seasonally

as boat storage and public open space during the summer

- A net shed next to the Nolan Center
- Pedestrian link from City Dock would be via Campbell Drive

Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.
- Closure of a portion of Campbell Drive between the barge yard and the Nolan Center and converting it to open space.
- Creation of a waterfront seawalk that intersect at a beach access point
- Relocating some of the marine services yard to the relocated barge facility and returning the season boat storage adjacent to the Nolan Center to public open space



Wrangell Waterfront Master Plan
CONCEPT 1 - PHASE 1





Wrangell Waterfront Master Plan
CONCEPT 1 - PHASE 2



Cost Analysis: CONCEPT NO. 1 BUDGET LEVEL ESTIMATE

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$1,065,900
2	Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$1,000,000	\$1,000,000
3	Shot Rock Borrow - Intertidal Fill	CY	100,000	\$20	\$2,000,000
4	Armor Rock	CY	8,000	\$60	\$480,000
5	Concrete Block MSE Wall	SF	12,000	\$90	\$1,080,000
6	ACP Paved Parking Lot and Waterfront Access Drive	SF	40,000	\$20	\$800,000
7	Waterfront Heritage Walk, 16'x1400'	SF	22,400	\$60	\$1,344,000
8	Heritage Walk Safety Rails	LF	1,200	\$300	\$360,000
9	Lynch Street Pedestrian Access, 20'x300'	SF	6,000	\$20	\$120,000
10	Concrete Sidewalks and Plazas	SF	30,000	\$20	\$600,000
11	Net Shed	SF	6,000	\$75	\$450,000
12	Drainage Improvements	LS	All Req'd	\$350,000	\$350,000
13	Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$350,000
14	Top Soil, Landscaping & Plantings	AC	2.5	\$150,000	\$375,000
15	Construction Surveying	LS	All Req'd	\$150,000	\$150,000
16	Fishing Pier	SF	3,500	\$200	\$700,000
17	Power and Lighting	LS	All Req'd	\$500,000	\$500,000
ESTIMATED CONSTRUCTION BID PRICE					\$11,724,900
CONTINGENCY (15%)					\$1,758,735
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)					\$337,091
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$1,011,273
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$809,018
TOTAL RECOMMENDED PROJECT BUDGET					\$15,641,017

Note: Cost of commercial buildings is not included.

Public Response:

Concept one received the least focus and comments and was the master plan with the least support (four votes). Most comments were directed on what was not liked; however there was consensus that a portion Campbell Drive be removed with the barge and that a net shed be included in the project.

Comments include:

- Move seasonal float to City Dock
- Like the waterfront walkway and small scale commercial buildings
- Limit fill to adjacent Nolan Center
- Connect parking lot to City Hall
- Yes, fishing pier!
- Don't block views of water with landscaping. Include plants but keep good views.
- Like removal of Campbell Drive
- Net shed, great idea



Members of the Wrangell public make comments on proposed master plan alternatives.

Concept 2

This plan utilizes portions of Master Plan C in its development. This plan places a portion of fill adjacent to the Nolan Center and takes the remaining quantity of allowable fill and creates an alternative fill location next to the barge service yard. This allows the expansion of both the marine and barge service yards.

Phase one elements included:

- Placement of fill next to the barge service yard and expansion of the facility
- An at grade pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard that would include screening from the service yard.
- Relocating the pedestrian route to the water's edge and landscape improvements along Campbell Drive

Phase two elements included:

- Expanding the marine services yard adjacent to the Nolan Center for seasonal boat storage
- Providing pedestrian access to the water adjacent to Campbell Drive and creating a natural beach setting
- Strengthening the pedestrian link from the Nolan Center to the waterfront and creating a seasonal vessel float at its terminus
- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.



Wrangell Waterfront Master Plan
CONCEPT 2 - PHASE 1





Wrangell Waterfront Master Plan
CONCEPT 2 - PHASE 2



Cost Analysis: CONCEPT NO. 2 BUDGET LEVEL ESTIMATE

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$1,003,800
2	Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$900,000	\$900,000
3	Shot Rock Borrow - Intertidal Fill	CY	90,000	\$20	\$1,800,000
4	Armor Rock	CY	11,000	\$60	\$660,000
5	ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000
6	Waterfront Heritage Walk, 16'x1200'	SF	19,200	\$60	\$1,152,000
7	Heritage Walk Safety Rails	LF	1,200	\$300	\$360,000
8	Beach Access Concrete Stairway with Railings	EA	2	\$100,000	\$200,000
9	Concrete Sidewalks and Plazas	SF	32,000	\$20	\$640,000
10	Net Shed	SF	6,000	\$75	\$450,000
11	Drainage Improvements	LS	All Req'd	\$350,000	\$350,000
12	Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$350,000
13	Top Soil, Landscaping & Plantings	AC	2.2	\$150,000	\$330,000
14	Construction Surveying	LS	All Req'd	\$150,000	\$150,000
15	Concrete Kayak Ramp, 16'x240'	LS	All Req'd	\$350,000	\$350,000
16	Seasonal Small Vessel Float & Piles, 16'x160'	SF	2,560	\$350	\$896,000
17	120' Gangway, Stowage Frame and Concrete Abutment	LS	All Req'd	\$250,000	\$250,000
18	Power and Lighting	LS	All Req'd	\$500,000	\$500,000
ESTIMATED CONSTRUCTION BID PRICE					\$11,041,800
CONTINGENCY (15%)					\$1,656,270
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)					\$317,452
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$952,355
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$761,884
TOTAL RECOMMENDED PROJECT BUDGET					\$14,729,761

Public Response:

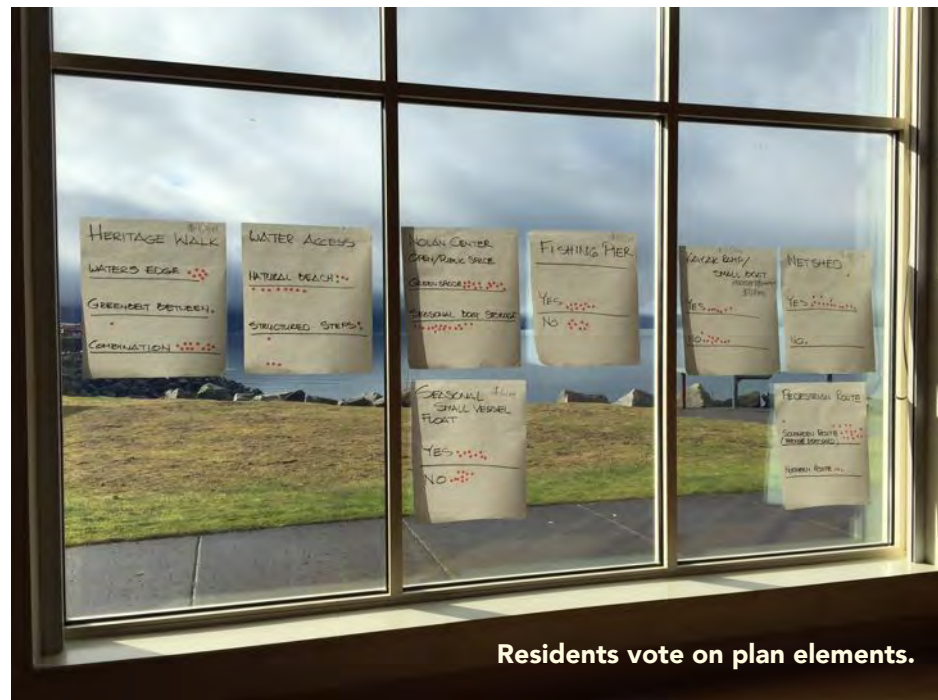
Master plan 2 received the most support with fourteen votes. There was consensus that expansion of the barge service facility was not a community priority and should not be part of this plan. The public also requested a different phasing sequence that received general support. The desired phasing was:

1. Place fill adjacent to the Nolan Center and expand marine services
2. Develop elevated walkway around barge and develop beach access
3. Relocate barge services, create park and commercial development

Other comments included:

- Simplicity and affordability makes this a winner
- Like net shed, move closer to water
- Don't expand barge area, relocate as quickly as possible (many comments)
- Like gateway park and boardwalk from City Dock
- Small commercial buildings a great idea
- No need for seasonal vessel float. If needed put at City Dock
- Don't like the sheds (commercial development)

- Like beach access, hard to use at high tide
- Close Campbell Drive like concept 1
- Like promenade from Nolan to water and water access at end
- No need for seasonal boat storage, make permanent without affecting Nolan
- Combine vessel float and fishing pier and make permanent



Residents vote on plan elements.

Concept Three

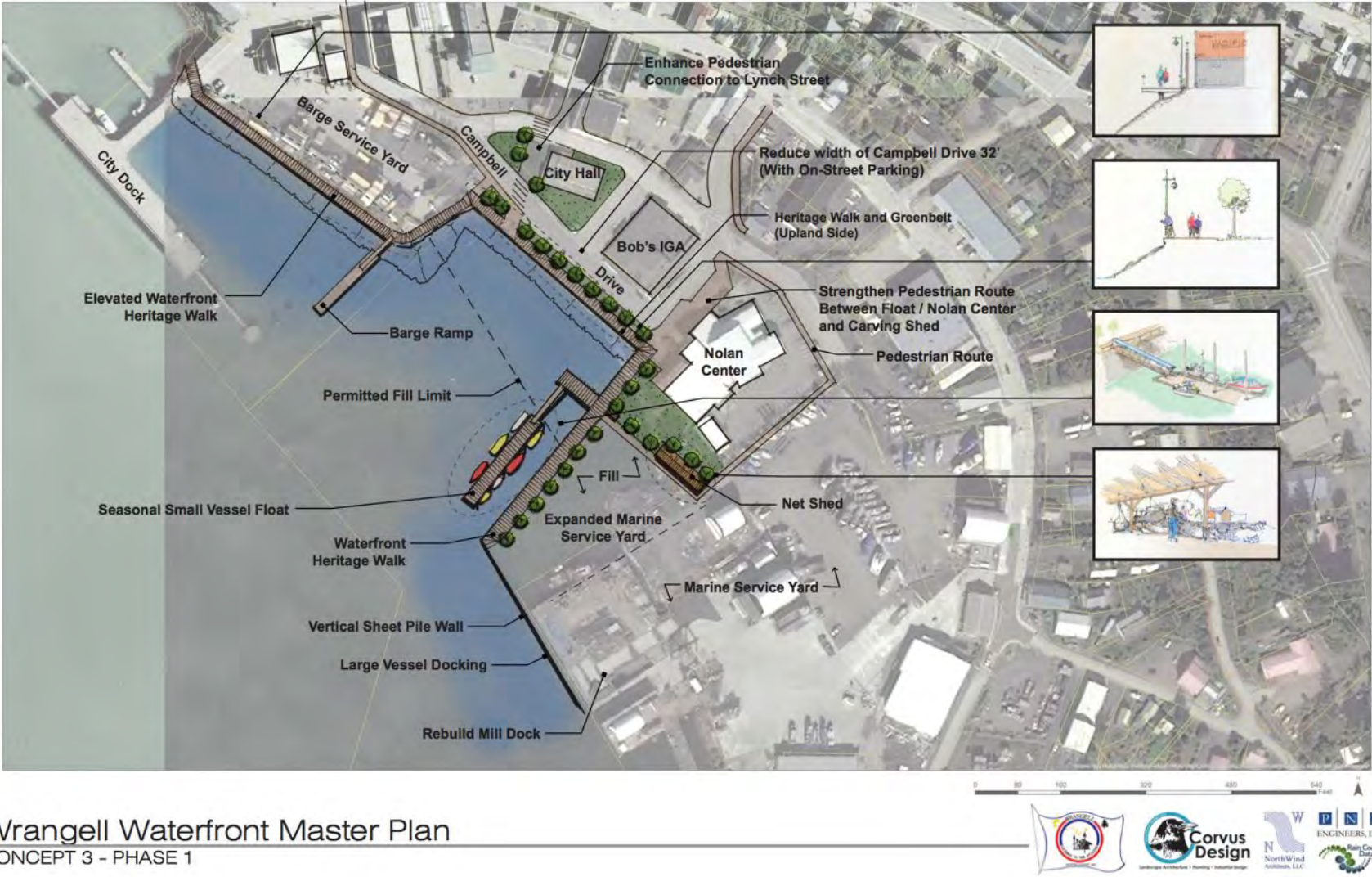
This plan is based on master plan F and takes the permitted fill area and shifts it to the old mill dock where the marine service yard is expanded and a strong pedestrian route established between the Nolan Center and waterfront.

Phase one elements included:

- Maximum fill and transfer the area adjacent to the old mill dock for expansion of the marine service yard. Could also create large vessel docking.
- Retaining green space adjacent to the Nolan Center while creating a strong pedestrian link from the Center to the waterfront through the inclusion of a waterfront promenade and seasonal vessel float
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard and running along the waterfront to the Nolan Center and allowing beach access.
- Retaining the barge service yard in its current location.

Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.



Wrangell Waterfront Master Plan
CONCEPT 3 - PHASE 1



Wrangell Waterfront Master Plan
CONCEPT 3 - PHASE 2



Cost Analysis: CONCEPT NO. 3 BUDGET LEVEL ESTIMATE

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$2,396,500
2	Demolition & Disposal - Barge Terminal & MSC Dock	LS	All Req'd	\$1,750,000	\$1,750,000
3	Shot Rock Borrow - Intertidal Fill	CY	185,000	\$20	\$3,700,000
4	Armor Rock	CY	5,000	\$60	\$300,000
5	Concrete Block MSE Wall	SF	5,000	\$90	\$450,000
5	ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000
6	Waterfront Heritage Walk, 16'x1500'	SF	24,000	\$60	\$1,440,000
7	Heritage Walk Safety Rails	LF	1,500	\$300	\$450,000
8	Lynch Street Pedestrian Access, 20'x200'	SF	4,000	\$20	\$80,000
8	Beach Access Concrete Stairway with Railings	EA	1	\$250,000	\$250,000
9	Concrete Sidewalks and Plazas	SF	18,000	\$20	\$360,000
10	Net Shed	SF	6,000	\$75	\$450,000
11	Drainage Improvements	LS	All Req'd	\$400,000	\$400,000
12	Water & Sewer Service Extensions	LS	All Req'd	\$400,000	\$400,000
13	Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$300,000
14	Construction Surveying	LS	All Req'd	\$200,000	\$200,000
15	Pile Supported Approach Dock, 20'x80'	SF	1,600	\$200	\$320,000
16	Seasonal Small Vessel Float & Piles, 16'x200'	SF	3,200	\$350	\$1,120,000
17	80' Gangway & Stowage Frame	LS	All Req'd	\$200,000	\$200,000
18	Galvanized Steel Sheet Pile Bulkhead	TON	2,750	\$3,500	\$9,625,000
19	Bulkhead Face Fender System	LF	360	\$2,000	\$720,000
20	Power and Lighting	LS	All Req'd	\$750,000	\$750,000
ESTIMATED CONSTRUCTION BID PRICE					\$26,361,500
CONTINGENCY (15%)					\$3,954,225
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)					\$757,893
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$2,273,679
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$1,818,944
TOTAL RECOMMENDED PROJECT BUDGET					\$35,166,241
Note: Cost of commercial buildings is not included. Cost of concrete paving for expanded Marine Service Center is not included.					

Each of the three final conceptual master plans vary in geometric shape, fill volume and fill limits extended beyond the high tide line (HTL). However the permitting issues are all somewhat similar to the Preferred Master Plan with respect to the status of the existing permits and the permit modifications and new permits that would be required to construct any of the plans. In general, the layout for Concept Plan No. 1 is the most similar to the existing permitted footprint. Concept No's 2 and 3 vary more in geometric shape and overall footprint area.

Public Response:

This master plan received the same number of votes as concept one with only four votes. A majority of comments were negative towards the expense of filling next to the old mill dock. Most comments supported the overall layout and phasing with the exception of the expensive fill portion. Comments included:

- Elevated walkway at barge-good idea for phase 1
- Only fill to permitted limit (several comments)
- Park good idea but need small commercial buildings for revenue generation
- Trees on uphill side of walkway preferred. Allow views of water
- Good-green space between Nolan and expanded boat yard

Conclusion

Based on the community input and prioritization from these three options, along with construction cost estimates, the planning and design team developed the single preferred master plan. This Preferred Master Plan (see page 6) was endorsed by the public at the conclusion of the February 25th, 2015 meeting. The preferred master plan and this supporting report received subsequent approval by the City and Borough of Wrangell Assembly on May 26, 2015 with unanimous consent.

Rick Mills Award

The Rick Mills Award is named in honor of Mr. Rick Mills, who, alongside Kirk Garbish, was instrumental in bringing Art Fest to life. Rick was deeply committed to family, students, and the arts, and he embodied the spirit of doing whatever it took to make Art Fest a meaningful and successful event.

This year, Art Fest was proudly hosted in Wrangell, bringing together 10 participating schools. Twelve instructors, including 10 who traveled from across the region and 2 local artists, provided hands-on instruction to 65 enthusiastic art students.

The 2025 Rick Mills Award was presented to **Tawney Crowley**, Art Teacher at Wrangell Public Schools. Tawney went above and beyond to support the visiting instructors, offering assistance at every turn. Her dedication was exemplified when she hand-whittled wooden dowels into knitting needles after realizing that more were needles were needed. Her selfless efforts and commitment truly reflect the spirit of this award.

Congratulations Tawney!



EMAILED CORRESPONDENCE FROM TANNER SMITH (opposing SB161)

Dear Chair Geissel and Members of the Senate Resources Committee

My name is Tanner Smith, I live in Wrangell Alaska and I am a commercial fisherman. The fisheries i participate in are Southeast Beam trawl, southeast pot shrimp, southeast gillnet, and 2C halibut quota. I own and operate the FV Netted Dreams. We have a family run business, employing myself, my wife, sometimes my kids, and 1 to 2 full time deckhands. This is a first generation buisness.

I am currently beam trawling for sidestripe shrimp while I'm writing this. The trawl is in the water. I have about 30 minutes before i need to pull this drag up. They say I have till close of business day today to write something down so it can be emailed in time. Let me just express a few thoughts that are going through my mind this morning.

It takes all of my fisheries to make my business viable. Diversity is a common thing among fisherman in Southeast Alaska due to so much market volatility. The last few years I have made over half of my income from beam trawling. This is a fishery that's open 10 months out of the year. To explain this more, pot shrimp was a 9 day season last year, halibut is a couple trips out of the year, salmon is 3- 4 months. It's hard to make a living fishing when you are 1st generation, unless you can put in the time. Beam trawling for shrimp in-between my other fisheries has brought finacial stability to my business. Not because it's a "get rich fishery", but because you can put in the time.

Would my business survive without beam trawling? I honestly don't know. I don't give up easy, anyone who knows me will tell you that. But it would be a huge struggle to try to hang on to the business i've been working in for 22 seasons.

A few points about beam trawling for shrimp to highlight.

I target sidestripe shrimp, which cannot be caught in pots because they are basically vegetarians, and won't come to bait. This is a very unique fishery in that regard. We catch shrimp in the hundres of lbs a day, not thousands. This is a "small fishery and should not be placed in the same class as factory trawlers. I do freeze my shrimp catch on board, and focus on quality more than quantity.

We fish on sand or mud mostly found at the mouth of rivers. We fish the same drags that have been fished for something like a hundred years. I don't know exactly how long this fishery has been around, but it's been long enough to go through many cycles of halibut, salmon, and other harvested species that this trawl ban is trying to protect. In other words, people were beam trawling in southeast Alaska during mutiple high and low cycles of other fisheries. Which most likely points to beam trawling having little to no impact on these other fisheries. Is not a 100 year old fishery proof in itself that it is sustainable?

We trawl at extremely slow speeds of about 1.5 mph. This slow speed reduces the majority of by-catch. Each shrimp trawl has a fish excluder, commonly called a weed catcher, that limits the

EMAILED CORRESPONDENCE FROM TANNER SMITH (opposing SB161)

size of by-catch that can enter the mouth of the trawl. I have personally experimented with mine, changing the height and mesh size with successful results in reducing by-catch. I just point this out that no shrimp trawler wants by-catch and we are constantly trying to avoid it. Lastly, every trawl catch is sorted immediately after every set, and what little by-catch we have is returned to the water... ALIVE. Yes I said that! Alive, because the beam trawl doesn't squish the catch all up like you see in the pictures of the big factory trawlers. We want our shrimp to be in pristine shape. So when I say the word by-catch, I mean small flounders, sculpins, and tiny fish that can fit through the mesh of the fish excluder. If there are any questions you have on how the beam trawl operates, I am happy to answer them.

If you take one thought from this letter, I want it to be the word "stability". The best economic support you can have in a community is stable people. People that want to live there full time, who constantly support the community. These people are the true building blocks of society. If you were in the restaurant business, you would call these people the "regulars". They are your BEST customers because you can count on their business, and they are free advertisement (and the best advertisement).

Understand that the fishing business is very similar. By banning trawling, you will not only destabilize my business (and the other shrimp trawlers as well), but also cause a ripple effect in several Southeast Alaska communities, including Wrangell, Petersburg, and Juneau. If by the stroke of a pen you can obliterate a hundred year old fishery, where does it stop? Will you come after other fisheries as well? Fisheries we've invested hundreds of thousands of dollars into, now become suddenly worthless? A business in fear is not a stable business. People will not stay or move to communities that are unstable. If somehow I survive the economic hardship this will cause, do you think this will encourage my children to be 2nd generation fishermen?

Please think beyond the politics of bill 161 and understand the impacts, both to communities and economies.

Thank you for your time the opportunity to share with you my thoughts. I better go haul this trawl on board. Please let me keep catching shrimp!

Tanner Smith

FV Netted Dreams

Wrangell Alaska

(907) 305 1037

SEAMARK

11471 Business Blvd Unit 206
Anchorage, Alaska 99577

Senate Resources Committee
Alaska State Capital
Juneau, Alaska 99801-1182
Email: Senate.Resources@akleg.gov

May 7, 2025

Re: Opposition to Senate Bill 161

Dear Chair Giessel and Members of the Senate Resources Committee:

We respectfully ask Committee members to oppose Senate Bill 161.

If enacted, SB 161 would close multiple state-managed fisheries and directly harm working families, small businesses, and coastal communities across Alaska. By our estimates, more than 200 families in Kodiak, Sand Point, King Cove, Cordova, Wrangell, and other communities would suffer negative economic and social impacts due to this bill. These are families that continue to support local businesses, pay taxes, and bolster food security in the face of falling fish prices, rising costs, and changing regulations.

Additionally, SB 161 is arbitrary and unbalanced. Nearly all fishing gear interacts with the seafloor to some extent. Yet this bill selectively targets trawl and dredge gear without conducting a comparative analysis or evaluating actual impacts on the marine environment. It subverts the precautionary principle by committing harm rather than preventing it.

For decades, Alaska's fisheries have served as the "gold standard" of responsible, science-based management. While there are opportunities to reform the Alaska Board of Fisheries (as noted in the *Final Report of the Joint Legislative Task Force on the Alaska Seafood Industry* earlier this year), it already possesses the statutory authorities and management tools to balance access, conservation, and community well-being. By sidestepping the established process in favor of social media activists, SB 161 sets a dangerous precedent that politicizes fishery closures and undermines trust in the state's management system.

For these reasons, we urge Committee members to oppose the bill. Thank you for your attention and for the opportunity to provide input on this critical issue.



Garrett Evridge
Partner



Taylor Holshouser
Partner

**Minutes of Regular Assembly Meeting
Held on April 22, 2025**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 7:00 p.m., April 22, 2025, in the Borough Assembly Chambers. Assembly Member Powell led the pledge of allegiance.

PRESENT – ROBBINS, GILBERT, POWELL, DALRYMPLE, DEBORD, OTTESEN (by phone), MACH

ABSENT –

Borough Manager Villarma and Clerk Lane were also present.

CEREMONIAL MATTERS

Gilbert reported on the award that was presented to former Fire Chief Bunes from the USCG.

PERSONS TO BE HEARD

Ed Caum, Wrangell Chamber of Commerce thanked the Borough Assembly and borough leadership on behalf of the Wrangell Chamber of Commerce for entertaining the move into the Nolan Center.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST

Mach stated that he has a conflict of interest on Item 6e. Gilbert agreed and stated that Item 6e would be removed from the Consent Agenda and acted on separately.

CONSENT AGENDA

6a Minutes from the March 25, 2025 Regular Assembly Meeting

6b RESOLUTION NO. 04-25-1933 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ENDORSING AND ADOPTING THE SOUTHEAST ALASKA 2030 ECONOMIC PLAN: SOUTHEAST CONFERENCE'S COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY 2025-2030

6c RESOLUTION No. 04-25-1936 OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2025 BUDGET IN THE GENERAL FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$10,000 FROM THE WALKER FOUNDATION AND AUTHORIZING ITS EXPENDITURE FOR MATERIALS AND SUPPLIES FOR THE WRANGELL KIDS CLUB PROGRAM

6d Renewal notice for Liquor License #370 for BPO Elks Lodge #1595

~~6e Corp Permit application notice for Phillip Mach – Commercial Storage Services on Zimovia Hwy (this item was removed from the Consent Agenda and moved to Unfinished Business)~~

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

BOROUGH MANAGER'S REPORT

Manager Villarma's Report was given.

The Finance Director's Fiscal Year 2025 Quarter 3 Budget Report, AR Aging Reports, and Sales Tax Update was provided.

The Harbormaster report was provided.

The Fire Department report was provided.

The Library report was provided.

The Nolan Center report was provided.

The Planning and Zoning Commission Report on Prospective Zoning Designations for WMC was given.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Mach asked that borough staff look into putting a Request for Proposal (RFP) out for the development of a residential subdivision for parcel 02-008-500, just east of the Evergreen trailer court; seems to be a lot of interest for residential lots; this would be a good option for in-town residential properties.

Robbins stated that she noticed on the Finance Director report, that we are spending a lot of funds on IT; would like the manager to look at sharing IT services with the school or look at hiring someone to do IT for the borough.

MAYOR AND ASSEMBLY APPOINTMENTS - None.

PUBLIC HEARING

11a RESOLUTION No. 04-25-1931 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEES AND RATES SCHEDULE AS PER WMC 5.14.025

Mayor Gilbert called the Public Hearing for Resolution No. 04-25-1931 to order.

Gilbert stated that the assembly held a work session where several increases were discussed.

Villarma stated that there had been several years in the past where there were no increases; planning on staying consistent with rate increases, when necessary.

Gilbert asked if anyone wanted to speak to this item. Hearing none, Gilbert closed the public hearing and asked for a motion.

M/S: Powell/Robbins to approve Resolution No. 04-25-1931.

M/S: Mach/Powell to amend the Resolution (fee and rate schedule) to decrease the land sale premium from 25% to 10%. Motion failed with Robbins, Dalrymple, Powell, and DeBord voting no; Mach, Ottesen and Gilbert voted yes.

M/S: Mach/Powell to amend the Resolution (fee and rate schedule) to remove the vacation rate on sewer services. Amendment approved unanimously by polled vote.

Motion approved, as amended, with Robbins, Ottesen, Dalrymple, Powell, DeBord, and Gilbert voting yes; Mach voted no.

11b RESOLUTION 04-25-1932 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA APPROVING THE FY 2026 SALES TAX-FREE DAYS

Mayor Gilbert called the Public Hearing for Resolution No. 04-25-1932 to order and asked for an administrative report.

Manager Villarma gave an administrative report on the proposed sales tax-free days.

Gilbert asked if anyone wanted to speak to this item. Hearing none, Gilbert closed the public hearing and asked for a motion.

M/S: Robbins/Mach to approve Resolution No. 04-25-1932.

11c ORDINANCE No. 1075 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTIONS OF MULTIPLE CHAPTERS IN TITLE 14 – HARBOR AND PORT FACILITIES FOR THE PURPOSE OF UPDATING TITLE 14, OF THE WRANGELL MUNICIPAL CODE

Mayor Gilbert called the Public Hearing for Ordinance No. 1073 to order and asked for an administrative report.

Villarma stated that this is a rewrite of Title 14 and that the Port Commission has approved these changes.

Gilbert asked if anyone wanted to speak to this item. Hearing none, Gilbert closed the Public Hearing and asked for a motion.

M/S: Robbins/Dalrymple to approve Ordinance 1075. Motion approved by polled vote.

UNFINISHED BUSINESS

6e Corp Permit application notice for Phillip Mach - Commercial Storage Services on Zimovia Hwy (*moved from the Consent Agenda*)

M/S: Dalrymple/Powell to accept the Corp Permit application notice for Phillip Mach. Motion approved by polled vote. (Mach did not vote)

NEW BUSINESS

13a Approval of Sublease Agreement for Marine Service Center Lot #4 between Steve Keller dba Keller Marine (Sublandlord) and Jared Gross dba JG Marine (Subtenant)

M/S: Robbins/Powell to approve a Sublease Agreement for Marine Service Center Lot #4 between Steve Keller, dba Keller Marine (Sublandlord), and Jared Gross, dba JG Marine (Subtenant).

Steve Keller, Keller Marine reported that he has entered into a contract agreement with Mr. Gross and will be carrying the contract for four years; trying to help Mr. Gross to be successful.

Motion approved by polled vote.

13b Acknowledge receipt of the Fiscal Year 2024 Audited Financial Statements

M/S: Powell/Robbins to acknowledge receipt of audited financials. Motion approved by polled vote.

13c RESOLUTION No. 04-25-1934 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CREATION OF THE CRUISE SHIP FACILITY SECURITY OFFICER TEMPORARY POSITION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

M/S: Powell/Robbins to approve Resolution No. 04-25-1934. Motion approved by polled vote.

13d RESOLUTION No. 04-25-1935 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE PARTICIPATION IN THE ALASKA PUBLIC INSURANCE ALLIANCE JOINT INSURANCE AGREEMENT

M/S: Robbins/Mach to approve Resolution No. 04-25-1935. Motion approved by polled vote.

13e ORDINANCE No. 1076 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.10.035 - PURCHASES AND SALES AND SECTION 5.10.062- DISPOSITION OF PERSONAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES TO UPDATE THE MUNICIPAL CODE FOR CONSISTENCY AND BASED, IN PART, UPON THE RECOMMENDATION AND LEGAL OPINION OF THE BOROUGH ATTORNEY THAT SECTIONS OF 5.10.035 AND 5.10.062 ARE UNCONSTITUTIONAL AND NOT LEGALLY ENFORCEABLE

M/S: Powell/Dalrymple to approve Ordinance No. 1076. Motion approved by polled vote.

13f RESOLUTION No. 04-25-1937 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF PUBLIC LAND ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE CHAPTER 16.12, SPECIFICALLY, LOTS 2 THROUGH 22 (EXCLUDING LOT 10), SHOEMAKER BAY SUBDIVISION II, WRANGELL RECORDING DISTRICT

M/S: Powell/Robbins to approve Resolution No. 04-25-1937. Motion approved by polled vote.

13g RESOLUTION No. 04-25-1938 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE WRANGELL PUBLIC SCHOOL DISTRICT AND THE CITY AND BOROUGH OF WRANGELL

M/S: Robbins/Powell to approve Resolution No. 04-25-1938. Motion approved by polled vote.

13h Approval of the Wrangell Emergency Operations Plan

M/S: Powell/Robbins to approve the Wrangell Emergency Operations Plan. Motion approved by polled vote.

13i Approval of a Memorandum of Understanding between the City and Borough of Wrangell and the Wrangell Chamber of Commerce

M/S: Powell/Robbins to approve a Memorandum of Understanding between the City and borough of Wrangell and the Wrangell Chamber of Commerce. Motion approved by polled vote.

13j Approval of a Facility Use Agreement between the City and Borough of Wrangell and the Wrangell Chamber of Commerce

M/S: Mach/Powell to approve the Facility Use Agreement between the City and Borough of Wrangell and the Wrangell Chamber of Commerce.

Powell spoke in opposition to this agreement; if this passes, would like to see quarterly or biannual reports from both parties; not sure if it's a good fit to put a non-profit business into our facility; giving away space for free; worried that if another non-profit comes to us, what are we going to tell them?

M/S: Powell/DeBord amended the motion to have the Agreement state that a quarterly report be provided by the Directors of both the Nolan Center and the Wrangell Chamber of Commerce to the Assembly. Amendment was approved by polled vote.

Main Motion approved by polled vote.

13k RESOLUTION NO. 04-25-1939 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2025 BUDGET TO ACCEPT THE THRIVING COMMUNITIES SUBAWARD FUNDS

M/S: Robbins/Powell to approve Resolution No. 04-25-1939. Motion approved by polled vote.

13l Approval of a professional services contract with R&M Engineering in the amount of \$36,595 for a boundary survey of the Deep-Water Port industrial site

M/S: Powell/Robbins to approve a professional services contract with R&M Engineering in the amount of \$36,595 for a boundary survey of the Deep-Water Port industrial site. Motion approved by polled vote.

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

EXECUTIVE SESSION - None.

13a Executive Session: To discuss Barge Service with the Borough Manager

M/S: Powell/Robbins pursuant to 44.62.310 (c)(1)&(2), that we recess into executive session to discuss matters involving transportation, trade, commerce, or shipping, the immediate knowledge of which would clearly have an adverse effect upon the finances of the borough, specifically to discuss with the Borough Manager, Barge Service. Motion approved by polled vote.

The regular Assembly meeting recessed into Executive Session at 9:05 p.m.

The regular Assembly meeting reconvened into Regular Session at 9:58 p.m.

The regular Assembly meeting adjourned at 9:58 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	6

Approval to write off and send Harbor Lady Gudny Accounts Receivable Delinquent Account to Collections

SUBMITTED BY:

Jackson Pool, Finance Director

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):

	70000 000 1240 00 00000
--	-------------------------

Account Name(s):

	Utilities Receivable
--	----------------------

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: N/A

RECOMMENDATION MOTION:

Move to approve sending the Harbor Lady Gudny Accounts Receivable Delinquent Account to Collections.

SUMMARY STATEMENT:

The Borough is seeking authorization to write off and refer the delinquent Harbor accounts receivable balance associated with the *Lady Gudny* to collections in the amount of \$9,561.31. While a previous stall holder paid \$6,000 to avoid emergency impoundment and facilitate the vessel's removal from Wrangell Harbor facilities, unresolved issues related to ownership and receivership have complicated recovery efforts. Referring the remaining balance to collections is the most effective course of action to pursue payment from the responsible party and ensure the vessel is permanently removed from Heritage Harbor.

**Minutes of the Board of Equalization Hearing
Held on May 7, 2025**

Hearing Officer Gilbert called the Board of Equalization hearing to order at 5:30 p.m., May 7, 2025, in the Classroom at the Nolan Center.

Gilbert stated the rules and procedures for the Board of Equalization hearing.

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

ABSENT: MACH

Borough Clerk Lane, Deputy Clerk Marshall and Borough Assessor Martins Onskulis were also in attendance.

Clerk Lane gave the Oath and Affirmation to the Wrangell Board of Equalization.

Clerk Lane gave the Oath and Affirmation to Borough Assessor.

TAX APPEAL: Appellant Redena Massin, parcel number 02-023-391

Oath or affirmation – Redena Massin, appellant, was given the oath.

Appellant's presentation – Redena Massin, appellant, was given the oath.

- Read a letter from a prospective purchaser, who offered \$80,000, on the condition of the structure; stated that there were several issues with the structure that further devalues her structure.
- The structure is landlocked.
- The major issue is the upstairs leak in the roof.
- Electrical issues make it so that the house should not be lived in.
- There is a lot of rot in the structure.
- It would cost approximately \$40,000 to \$50,000.
- Purchased house in 2020; valued at \$78,900.

Assessor's presentation

- Access is a main issue, per the property owner.
- 2007-1 plat shows that there is a legal access point to get to the property; access appears to be blocked by the neighbor.
- Hard to put value on that because that is a civil issue between the neighbors.
- Based on comparable sales in similar condition, since they appear to be selling for around the same amount, we don't recommend a change in the assessed value.

Appellant

- Has been using the back of the city barn to access the structure.

Presiding Officer Gilbert closed the hearing on this appeal.

Powell questioned what the increase percentage was.

Controller Marshall responded that the increase was 13.5%.

M/S: Powell/Robbins moved to amend the Real Property Tax Assessment from \$111,200 to \$104,400 for Property Number 02-023-391. Motion approved unanimously by polled vote.

Members who voted on the prevailing side provided the following findings of fact:

- *Powell*: based on the evidence presented, the appellant is correct in stating that their property was improperly valued.
- *Gilbert, Ottesen, DeBord, Robbins, and Dalrymple*: based on the evidence presented, the appellant is correct in stating that their property was excessive.

TAX APPEAL: Appellant John Taylor, parcel number 02-022-306

Oath or affirmation – John Taylor, appellant, was given the oath.

- Stated that the assessment was supposed to be based on similar sales; what other elderly complexes have been sold to compare.
 - *Assessor*: Looked at similar properties and there was a 4-plex unit that sold for over \$500,000; Not a lot of these types of units to compare.
- The comparative sale was almost double; how is that a good comparison.
- Questioned if rents were considered.
 - *Assessor*: Yes, those were taken into account.
- Disturbing when taxes go up but services don't go up.
- Questioned what the percentage of increase was.
 - *Controller Marshall*: 13.8% was the increase.

Assessor's presentation

- Property was appealed a few years ago and adjusted, based on the rents.
- Difficult to find comparison since there are not very many properties like this.
- Looking at how other properties are assessed, this is how this unit was assessed.
- Based on the need for apartments and the sales, we believed that this was a fair assessment and does not recommend any change.

Appellant

- Believe that it's unfair to raise the increase to the high end of the percentage increase when there are not similar structures to compare.

Presiding Officer Gilbert closed the hearing on this appeal.

In response to Powell on how much would/could you sell this for. Mr. Taylor stated that he could probably sell it for double the assessed value.

DeBord stated that this was a little more difficult because the last valuation was done in 2011; everything has gone up since 2020.

M/S: Powell/Ottesen moved to approve the Real Property Tax Assessment prepared and presented by the Borough Assessor, in the amount of \$237,100 for Property Number 02-022-306. Motion approved unanimously by polled vote.

Members who voted on the prevailing side provided the following findings of fact:

- *DeBord, Ottesen, Dalrymple and Powell:* the assessor presented a fair market value on the property and the adjustment complied with AK State statutes.

Members who voted on the prevailing side provided the following findings of fact:

- *Gilbert and Robbins:* the evidence shows that the assessor's methodology was uniform with respect to similarly situated properties.

TAX APPEAL: Appellant Maxine Neyman, parcel number 03-034-351

Oath or affirmation – Maxine Neyman, appellant, was not present.

Appraiser's presentation

- Reached out several times and left a voicemail.
- Reviewed appeal and does not recommend any adjustments.

Presiding Officer Gilbert closed the hearing on this appeal.

M/S: Powell/Robbins moved to approve the Real Property Tax Assessment prepared and presented by the Borough Assessor, in the amount of \$282,800 for Property Number 02-034-351. Motion approved unanimously by polled vote.

Members who voted on the prevailing side provided the following findings of fact:

- *Powell:* the assessor was required by law to review property sales with like values and appears to have done so.
- *Dalrymple, DeBord, Ottesen:* the appellant did not provide evidence that the assessment was improper.
- *Robbins & Gilbert:* the appellant did not provide facts to support their appeal.

TAX APPEAL: Appellant Maureen Maxand, parcel number 03-009-356

Oath or affirmation –Brook McHolland, appellant, was not present.

Assessor's presentation

- Tried several times to reach out to the appellant with no success.
- Based on assessment several years ago, we did recommend a change to the assessment.

Appellant was not present.

Presiding Officer Gilbert closed the hearing on this appeal.

M/S: Powell/Robbins moved to approve the Real Property Tax Assessment prepared and presented by the Borough Assessor, in the amount of \$221,700 for Property Number 03-009-356. Motion approved unanimously by polled vote.

Members who voted on the prevailing side provided the following findings of fact:

- Robbins, Powell, Dalrymple, Gilbert, Ottesen, and Debord: the assessor presented a fair market value on the property and the adjustment complied with AK State statutes.

Presiding Officer Gilbert recessed/adjourned the hearing at 6:29 p.m.

Patricia Gilbert, BOE Chair

ATTEST: _____
Kim Lane, MMC, Borough Clerk

BOARD ACTION

WRANGELL PUBLIC SCHOOL BOARD SPECIAL MEETING (PAGE 1) APRIL 23, 2025

FOR DETAILS, CONTACT:

BILL BURR

SUPERINTENDENT

DIRECT PHONE: 907-874-2347

- Recessed. Into executive session
- Reconvened into regular session
- Set the anticipated Superintendent Salary range starting at \$136,000, depending on experience and qualifications, pending negotiations with the successful candidate
- Adjourned

WRANGELL PUBLIC SCHOOLS

FOR RELEASE: 8:30 AM
APRIL 24, 2025

BOARD ACTION

WRANGELL PUBLIC SCHOOL BOARD SPECIAL MEETING (PAGE 1) APRIL 30, 2025

FOR DETAILS, CONTACT:

BILL BURR

SUPERINTENDENT

DIRECT PHONE: 907-874-2347

- Authorized a transfer of up to \$250,000.00 from the Major Maintenance Fund to the General Fund in Fiscal Year 2025-2026
- Approved the Fiscal Year 2026 budget as presented for submittal to the City & Borough of Wrangell, Alaska
- Adjourned

WRANGELL PUBLIC SCHOOLS

FOR RELEASE: 4:00 PM
MAY 1, 2025

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING
February 24, 2025, 7:00 PM
Evergreen Elementary School Room 101

School Board President David Wilson called the regular meeting of the Wrangell Public School Board to order at 7:07 PM.	CALL TO ORDER
A quorum was determined with the following school board members present John DeRuyter, Elizabeth Roundtree, and David Wilson. Angela Allen arrived at 7:08 PM. Also present was Superintendent Bill Burr, Recording Secretary Kimberly Powell, and Student Representative Kalee Herman.	DETERMINE QUORUM
The Pledge of Allegiance was recited, led by Board President Wilson.	PLEDGE OF ALLEGIANCE
The District Mission, Vision, and Values were recited by Board Member DeRuyter.	DISTRICT MISSION, VISION, AND VALUES
Motion to approve the agenda as presented, which includes the items on the consent agenda by John DeRuyter; seconded by Angela Allen. Poll Vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; David Wilson: Yes. Motion approved. <ul style="list-style-type: none">Accepted the minutes of January 20, 2025, Regular Meeting, as presentedOffered Brian Herman a contract for the position of Middle School Volleyball Head Coach during the 2025 seasonOffered Madison Beckrow a contract for the position of Middle School Volleyball Assistant Coach during the 2025 seasonReviewed the resignation of:<ul style="list-style-type: none">Marsha McCay, Senior Class AdvisorAngela McGovern, Paraprofessional	CONSENT AGENDA
Board President Wilson declared a perceived conflict of interest on offering his adult daughter, Kaelene Harrison an extra-curricular contract for the position of Senior Class Advisor. Mr. Wilson said that Mrs. Harrison does not live in his household, nor will he benefit financially. Vice-president DeRuyter ruled that there is not a conflict.	CONFLICT OF INTEREST
Student Representative Kalee Herman shared highlights from her written report.	STUDENT REPRESENTATIVE REPORT
Cheer Coach Tyla Nelson reported that they currently have 14 students on the cheer squad and shared some of their accomplishments with the Board.	STUDENT SPOTLIGHT
Mrs. Clark, Kindergarten Teacher and Mrs. Wilson, 1 st Grade Teacher shared their class STEM projects (growing pea plants) with the Board. All students who showed growth on their assessments were awarded a STEM kit which reinforces the classroom instruction.	TEACHER SHOWCASE
There were no guests to be heard.	GUESTS TO BE HEARD
There was no correspondence.	REVIEWED CORRESPONDENCE
Information and Reports were accepted by unanimous consent.	INFORMATION & REPORTS
Motion to offer Kaelene Harrison an extracurricular contract for the position of senior class advisor for the remainder of the 2024-2025 school year by John DeRuyter; seconded by Elizabeth Roundtree. Poll vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; David Wilson: Yes. Motion approved.	OFFERED KAELENE HARRISON AN EXTRACURRICULAR CONTRACT FOR THE POSITION OF SENIOR CLASS ADVISOR
Motion to accept the first reading of Board Policy 1250 [Volunteer Assistance], 4216 [Classified Staff Probationary Status], 4217.2 [Classified Staff Resignation], 4218 [Classified Employee Dismissal/Suspension/Disciplinary Action], 5141.21 [Administering Medication], 6146 [Graduation Requirements], 7124 [Student Representative to the Board] and 7250 [Board Member Compensation and Expenses] as presented by Angela Allen; seconded by Elizabeth Roundtree. Poll vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; David Wilson: Yes. Motion approved.	ACCEPTED THE FIRST READING OF BOARD POLICY

Motion to accept the first reading, repealing Board Policy 4155.1, Tax Sheltered Annuities by Angela Allen; seconded by John DeRuyter. Poll vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes; David Wilson: Yes. Motion approved.

**ACCEPTED THE FIRST
READING REPEALING
BOARD POLICY 4155.1,
TAX-SHELTERED
ANNUITIES**

Motion to accept the second reading of Board Policy 4211 [Classified Staff Recruitment and Selection], 4215 [Classified Staff Evaluation], and 4319.21 [Certified Staff Code of Ethics], for inclusion in the policy manual by Angela Allen, seconded by Elizabeth Roundtree. Poll Vote: Kalee Herman: Yes; Angela Allen: Yes; John DeRuyter: Yes; Elizabeth Roundtree: Yes; David Wilson: Yes. Motion approved.

**ACCEPTED THE SECOND
READING OF BOARD
POLICY**

Reviewed Board Policy 4262, Classified Staff Vacations and Holidays and Board Policy 4311, Administrative Staff Recruitment and Selection.

**REVIEWED BOARD
POLICY**

Reviewed upcoming dates and meeting announcements.

**REVIEWED UPCOMING
DATES AND MEETING
ANNOUNCEMENTS
BOARD MEMBER
COMMENTS AND
COMMUNITY ACTIVITY
REPORTS**

Elizabeth Roundtree reported that Board Member Powers and his wife had their baby, a little girl at 7:03 PM. She also said that girl scout cookies have arrived on the island and the scouts will be out and about. Wolfpack wrestling is on Saturday. Starting Thursday AAU has a tournament in town and concessions will be served. She encouraged everyone to attend stating that at the last games, the Petersburg fans outnumbered the Wrangell fans in our home gym.

John DeRuyter said that he got to attend the Night at the Museum. He loved the excitement of the students, especially during the Scavenger Hunt. He continues to volunteer at Parks & Rec.

President Wilson said that he has applied for one of the vacancies on the AASB Board. He needs the Board support. His goal on obtaining this position is to give Wrangell input on the state School Boards Association; currently there is no Southeast representation on the Board. If elected, Wrangell Public Schools would be responsible for travel expenses.

Meeting Adjourned at 8:14 P.M.

ADJOURNED AT 8:14 PM


SCHOOL BOARD SECRETARY

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
REGULAR MEETING
March 17, 2025, 6:30 PM
Evergreen Elementary School Room 101

School Board Vice-president John DeRuyter called the regular meeting of the Wrangell Public School Board to order at 6:30 PM.	CALL TO ORDER
A quorum was determined with the following school board members present Angela Allen, John DeRuyter, Dan Powers, and Elizabeth Roundtree. David Wilson was absent, excused. Also present was Superintendent Bill Burr, Recording Secretary Kimberly Powell, Trainee Krysta Gillen and Student Representative Kalee Herman.	DETERMINE QUORUM
The Pledge of Allegiance was recited, led by Angela Allen	PLEDGE OF ALLEGIANCE
The District Mission, Vision, and Values were recited by Student Representative, Kalee Herman.	DISTRICT MISSION, VISION, AND VALUES
Motion to approve the agenda as presented, which includes the items on the consent agenda by Angela Allen; seconded by Elizabeth Roundtree. Poll Vote: Kalee Herman: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes. Motion approved. <ul style="list-style-type: none">Accepted the minutes of February 24, 2025, Regular Meeting, as presentedApproved the removal of inventory from the data base as presentedOffered a contract to Ryan Hayes (HS Math Teacher), Ann Hegney (School Counselor), Michael Hoyt (Tlingit), and Holly Padilla (Elementary Teacher) for the 2025-2026 school year	CONSENT AGENDA
There were no conflicts declared.	CONFLICT OF INTEREST
In addition to the Student Recognition listed in the board packet, Principal Greg Clark told the Board that we have two high school students graduating with an advanced diploma. Mr. Davies recently got certified to teach dual credit welding. The Wrangell Chamber of Commerce named Jackson Carney, Young Leader of the Year and Jack Carney, Educator of the Year.	STUDENT RECOGNITION
Student Representative Kalee Herman shared highlights from her written report.	STUDENT REPRESENTATIVE REPORT
Ms. Odile Meister explained the purpose of the Title I program and how it supports education with reading and math interventions. She said that she also teaches Spanish at the high school during the last period of the day. She shared the historical enrollment numbers. Ms. Meister explained the curriculum that she uses and said that students have had an opportunity to use Spanish in the community through commercial fishing, tourism, and their own family travel to Spanish speaking countries.	TEACHER SHOWCASE
John Taylor, owner of Taylor Transportation, said that he received the posting for the Student Transportation RFP today and expressed concern about some of the requirements. He was advised to attend the Pre-Proposal meeting.	GUESTS TO BE HEARD
Odile Meister, Teacher and Parent of two WHS graduates, spoke in favor of cutting a principal position instead of teachers.	
Michelle Clark, WTA Secretary, spoke on behalf of the Wrangell Teachers' Association and shared a list of potential cost savings supported by the WTA.	
There was no correspondence.	REVIEWED CORRESPONDENCE
Information and Reports were accepted by unanimous consent.	INFORMATION & REPORTS
Motion to approve a 3-year contract with GCI to provide internet services to the district as presented by Dan Powers, seconded by Angela Allen. Poll vote: Kalee Herman: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes. Motion approved.	APPROVED A 2-YEAR CONTRACT WITH GCI TO PROVIDE INTERNET SERVICES
Reviewed Board Policy 0510, School District Report Card and 4315, Evaluation of Administrative Personnel.	REVIEWED BOARD POLICY 0510 & 4315

Motion to accept the second reading of Board Policy 1250 [Volunteer Assistance], 4216 [Classified Staff Probationary Status], 4217.2 [Classified Staff Resignation], 4218 [Classified Employee Dismissal/Suspension/Disciplinary Action], 5141.21 [Administering Medication], 6146 [Graduation Requirements], 7124 [Student Representative to the Board] and 7250 [Board Member Compensation and Expenses] for inclusion in the policy manual by Angela Allen; seconded by Elizabeth Roundtree. Poll vote: Kalee Herman: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes. Motion approved.

ACCEPTED THE SECOND
READING OF BOARD
POLICY

Motion to accept the second reading, repealing Board Policy 4155.1, Tax Sheltered Annuities by Angela Allen; seconded by Elizabeth Roundtree. Poll vote: Kalee Herman: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; John DeRuyter: Yes. Motion approved.

ACCEPTED THE SECOND
READING REPEALING
BOARD POLICY 4155.1,
TAX-SHELTERED
ANNUITIES

Motion to accept the first reading of Board Policy 4222 [Teacher Aides/Paraprofessionals], Board Policy 5123 [Promotion/Acceleration/Retention], and Board Policy 5131.61 [Student Extracurricular Activities Random Drug Testing] as presented by Dan Powers, seconded by Liz Roundtree. Poll vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; Angela Allen: Yes; Dan Powers: Yes; John DeRuyter: Yes. Motion approved.

ACCEPTED THE FIRST
READING OF BOARD
POLICY 4222, 5123, AND
5131.61

Reviewed upcoming dates and meeting announcements.

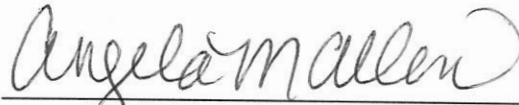
REVIEWED UPCOMING
DATES AND MEETING
ANNOUNCEMENTS
BOARD MEMBER
COMMENTS AND
COMMUNITY ACTIVITY
REPORTS

Board Member Powers said that Music Festival is coming up and we have about 17 students attending.

John DeRuyter told the other Board members that he continues to volunteer with Parks and Recreation.

Meeting Adjourned at 7:30 P.M.

ADJOURNED AT 7:30 PM



SCHOOL BOARD SECRETARY

BOARD ACTION

WRANGELL PUBLIC SCHOOL BOARD SPECIAL MEETING (PAGE 1) MAY 7, 2025

FOR DETAILS, CONTACT:

BILL BURR
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Allowed Board Member Powers to abstain from voting on the Student Transportation Proposal since he is an employee of Taylor Transportation and could directly benefit from a contract
- The approval of the Student Transportation Proposal submitted by Taylor Transportation died for lack of a motion. President Wilson directed Superintendent Burr to work with Taylor Transportation to negotiate a possible contract
- Recessed into Executive Session
- Reconvened into Regular Session
- Announced Superintendent Finalist Candidates:
 - Dr. Joshua Garrett
 - Mark Lee
 - Frank Oakes
- Adjourned

WRANGELL PUBLIC SCHOOLS

FOR RELEASE: 2:00 PM
MAY 8, 2025



BOROUGH MANAGER'S REPORT

May 13, 2025 – Regular Assembly Meeting

Submitted by: Mason Villarma, Borough Manager

Madam Mayor and Assembly Members,

The following is a summary of key projects, administrative updates, and operational highlights from the past two weeks:

Capital Projects and Infrastructure

Landslide Hazard Mapping Project

The Borough secured FEMA funding for a comprehensive landslide hazard mapping initiative. The project is being coordinated with Alaska DNR's Division of Geological and Geophysical Surveys (DGGS). Jillian Nicolazzo, DNR Landslide Hazards Program Manager, is in Wrangell for the kickoff meeting on May 12 and is tentatively scheduled to speak during the Assembly meeting this evening. For an example of what the Wrangell funded project will look like, please find the Haines Project at the following link: <https://dggs.alaska.gov/pubs/id/31309>.

Water Treatment Plant Substantial Completion Imminent

Stormwater improvements, backwash line connections, and exterior concrete work are ongoing. We continue evaluating scope expansion opportunities using the remaining \$2.5M from our 2023 CDS allocation.

Reservoir Bypass Project

Amber has persuaded the EPA to allow for a \$2.5M scope amendment to reallocate unspent CDS funds from the Water Treatment Plant initially scoped project to the Reservoir Bypass Project. This brings the total project funding to approximately \$5.813M. This strategic realignment also creates an opportunity to redirect \$1.23M in LATCF funds to other Borough priorities ahead of the federal obligation deadline.

Unit 1 Generator Overhaul

Major component upgrades have been completed; however, post-installation diagnostics revealed shaft alignment issues. Administration authorized emergency corrective work to mitigate further risk. A retroactive change order for MSI will be presented to the Assembly tonight.

City Hall Remodel – Phase I

Paneling has been removed and replaced with drywall. Additional upgrades include an administration hallway door and insulation improvements. We will obtain Fire Marshal review before advancing to future phases.

St. Michael Street Improvements

The project has reached 95% design. Bid release is expected in the next couple weeks (further details provided in the Capital Projects report).

City Dock Facility Repairs

Port and Harbor crews responded effectively to damage at the North gangway landing caused by extreme tides and wind. Reinforcement work is underway and is scheduled to be finished by the next port call.

Development and Land Management

Waterfront Development & American Cruise Lines

Work continues on a phased financing and execution strategy for the amended Waterfront Master Plan. Tonight's work session will allow the Assembly to align near-term actions ahead of a joint session with American Cruise Lines, tentatively planned for late May or early June.

Mill Property Negotiations

We have completed negotiations with Tideline Construction regarding a 10-acre sale at the former mill site. A Purchase and Sale Agreement (P&SA) will be considered this evening with consideration for the property being the performance of construction activities (i.e., service performance obligations). The P&SA also requires Tideline to take all Municipal scrap metal from the Wrangell Transfer Station in perpetuity allowing considerable cost savings for the Sanitation Fund in the long-term.

Hospital-Adjacent Lot Conveyance

Cheyenne Lu and Levi Miller have agreed to terms for purchase and development of six lots adjacent to Wrangell Medical Center, with a three-year development window and coordinated access planning. If approved by the Assembly tonight, a resolution for conveyance will come later after the appraisal, survey and access plan review.

Alder Top Subdivision

Following the recent sales milestone, a bid opening for Phase I infrastructure was held on May 7. A resolution to amend the sale and a contract award recommendation are on tonight's agenda.

SEARHC Housing and Childcare Projects

Staff are actively working with SEARHC on workforce housing projects and with Wrangell Public Schools and Tlingit & Haida on future childcare facility planning and staffing. We will continue to update the Assembly on our progress.

Public Works & Municipal Services

Public Works Staffing

Public Works is now fully staffed and executing several seasonal and deferred maintenance projects. Foreman Cook's report provides further detail (this was sent in the last FYI Friday).

Beautification and Maintenance

- Zimovia Ave has been cleared of overgrowth and regraded with 6" clean rock.
- Marine parking lot resurfaced and crowned to improve drainage.
- Barge yard consolidation continues in collaboration with Samson.
- Pavilion construction at City Park will commence once McGraw Construction is available.

Finance and Legislative Updates

Bond Issuance Planning

Ongoing coordination with AMBBA and Bond Counsel continues. We are planning to pursue the following issuances:

- **2023 Series I GO Bonds (School Major Maintenance):** Arbitrage compliance and spend-down review underway.
- **Public Safety Building Bonds:** Fall/Winter issuance in development.
- **Port & Harbor Revenue Bonds:** Structure under evaluation; standalone vs. combined issuance options being explored.

Ballot Ordinance Planning – *Assembly Direction Requested*

In advance of the August election deadline, Administration is seeking Assembly guidance on the range of ordinances to be placed on the ballot. In addition to potential bond ordinances and ongoing work on the Public Safety Building and Harbor financing packages, other items under discussion include:

- A potential “**sin tax**” on alcohol or tobacco
- A Permanent Fund draw request to fund the Pool Roof Project
- A Charter amendment to address governance or fiscal matters

A work session is scheduled for May 27 to address debt structure, bonding strategy, and ordinance language. In the meantime, Assembly input on other ballot items you wish to explore is requested.

Sales Tax Enforcement and Code Updates

Notices have been mailed to numerous delinquent businesses; further notices will be sent out over the coming days, and we will enforce the code as stringently as possible. Delinquency notification will follow the following process: 1) letter of delinquency 2) Post on delinquent list on website 3) Put QR code of delinquent list in Wrangell Sentinel 3) Sales Tax Estimate Letter 4) Appeal Proces/Proceed with Estimate Due 5) Payment of Balance or Lien. Ordinance 1076 and subsequent amendments under consideration tonight aim to modernize our sales tax enforcement framework.

Loan Forgiveness Opportunities

We received \$175K forgiveness for our wastewater SRF loan for wastewater alternative analysis and have the opportunity for \$75K for a water/wastewater rate study. Assembly direction is requested on whether to pursue additional study.

State Revenue Legislation

The Alaska Legislature is advancing two significant revenue measures:

- **SB 113:** This bill updates the corporate income tax to include digital businesses operating in Alaska, even without a physical presence. It's projected to generate \$25–\$65 million annually, earmarked for education funding.
- **SB 92:** Targets oil and gas entities with over \$5 million in taxable income, potentially affecting companies like Hilcorp. It's expected to raise up to \$175 million annually.

Essential Air Service (EAS) Funding Cuts

The Trump administration's proposed FY 2026 budget includes a \$308 million reduction to the Essential Air Service program, a 52% cut. This could significantly impact rural Alaska communities like Wrangell, which rely on EAS subsidies to maintain regular air service. We will continue to stay engaged with our Federal Lobbyist and the Delegation on this critical funding that preserves our air transportation service in rural Alaska. Administration will continue to report on the status of EAS.

SB 161 – Bottom Trawling Ban

Senate Bill 161 proposes banning bottom-contact trawl and dredge gear in Alaska's state waters by 2028. The bill mandates a comprehensive study on the ecological impacts of such fishing methods, with a report due by January 1, 2027. This legislation could have substantial effects on Wrangell's local trawl fleet. Julie Decker, Wrangell resident and PSPA President, has drafted a letter of opposition that is placed under tonight's Assembly business for consideration by the body.

Federal Highway Reauthorization and CPF Opportunities

The U.S. House is initiating work on the next five-year surface transportation reauthorization, set to replace the Infrastructure Investment and Jobs Act upon its expiration in 2026. Community Project Funding (CPF) requests will be part of this process. Borough staff will convene to prioritize CPF submissions aligned with Wrangell's infrastructure needs.

Public Safety and Emergency Response

Drug Enforcement Success

Wrangell PD and SEACAD led a successful operation resulting in three arrests. Our thanks to Chief Meek for his continued leadership. Chief Meek and the Police Department have been exceptionally busy with many other cases and joint-agency operations. For more information, please visit the Wrangell Police Department Facebook page.

Triannual Multi-Agency Emergency Drill

WVFD led a highly effective simulation of a commercial aircraft incident on Runway 28. Borough staff from multiple departments participated. Photos were sent to the Assembly the last FYI Friday.

Intergovernmental and Strategic Partnerships

Petroglyph Beach MOU

State Parks has agreed in principle to an MOU that would allow the Borough to retain 100% of fees collected at Petroglyph Beach. We will be discussing the possibility of WCA being transferred management rights to the site as it is a culturally significant site to the tribe and creates opportunity to bolster their tourism operations. Finalization is pending.

USFS Collaboration

Several ongoing initiatives have recently been discussed with the Wrangell Ranger District, including:

- Middle Ridge geotechnical work (construction expected summer 2026)
- Trail expansion planning (Mt. Dewey and Petroglyph Beach extension)
- Timber export designation support for the 6-Mile site
- Review of City Park tree removal related to new Pavilion construction
- \$250K investment in M/V Chugach shelter upgrades

State Legislative Update

The legislature approved a \$700 increase to the Base Student Allocation. The Governor has said he will veto, and that further policy reform must be incorporated into another iteration of the bill before he supports it. There will be either a veto override or another bill proposed. We continue to monitor revenue-related bills (SB 113 & 92).

Federal Advocacy

Coordination with Senator Murkowski and Senator Sullivan’s team and DOT continues as we advocate for expedited release of our \$25M RAISE grant. We are ensuring alignment with federal policy priorities. Once we hear a decision on the funding, we will inform the Assembly.

Alaska Airlines Cargo Partnership

Last week, we met with representatives from Alaska Airlines Cargo to express appreciation for their service and to discuss future partnership opportunities. Alaska currently operates two 737-800s (48,000 lbs. capacity) and three 737-700s (32,000 lbs. capacity) that serve Wrangell. We are working together to improve competitive freight pricing, analyze inbound and outbound cargo data, and increase access to air freight services. Planning is underway for a “Known Shipper Day” to help businesses and residents learn how to ship directly. A community-wide freight survey will also be launched to better understand local needs and inform future advocacy efforts.

Personnel and Employee Benefits

FY26 Health Insurance Renewal

The Borough has received a rate pass on its health insurance renewal for FY26. We will be hosting a Webex meeting with our insurance broker, USI, to present different plan options to staff. In accordance with the Collective Bargaining Agreement (CBA), the Borough will propose these options to the Union for adoption effective July 1, 2025. This year, we are exploring a transition from the existing HRA model to an HSA-compatible model, as well as offering multiple deductible levels at more favorable premium rates. The goal is to provide employees

and their families with more flexibility and choice when selecting the plan that works best for their needs.

Departmental Performance Evaluations

Department heads are currently preparing performance evaluations for their respective departments. All evaluations are due to the Manager's Office by June. This process ensures consistency in performance standards, provides structured feedback, and supports ongoing improvement across departments.

WML&P Superintendent Position Filled

David McHolland has been selected by Borough Administration to serve as the permanent Light & Power Superintendent. David has served as the Power Generation Mechanic for the past year and has shown tremendous leadership and competence in his role. He will continue to carry forward his Power Generation Mechanic duties until a replacement is hired as agreed to by the IBEW. I'd like to thank Dwight Yancey for serving as Acting Director over the last year. He will continue to retain his role as WML&P Foreman.

Events/Dates to Note

- **Planning & Zoning Commission Meeting:** May 8 – PUD code, WCA land sale, timber rezoning
- **Playground Planning Work Session:** May 9, 12:00 PM (Nolan Center Classroom)
- **Assembly Work Session - Waterfront Master Plan:** May 13th, 6:00 PM (Nolan Center)
- **Assembly Meeting – May 13th, 6:00 PM (Nolan Center)**
- **Assembly Work Session – Debt, Ballot Ordinances, and Permanent Fund:** May 27, 6:00 PM (Assembly Chambers)
- **Assembly Meeting – May 27th, 7:00 PM (Assembly Chambers)**
- **Assembly Work Session – FY 2026 Borough Budget:** May 28, 5:30 PM (Assembly Chambers)
- **American Cruise Lines Work Session:** May 29, 6 PM (City Hall Chambers)

Please don't hesitate to reach out if you have any questions ahead of this evening's discussions. As always, thank you for your support and collaboration.

Respectfully submitted,

Mason F. Villarma

Mason F. Villarma

Borough Manager

City and Borough of Wrangell

CITY & BOROUGH OF WRANGELL

CAPITAL PROJECTS DEPARTMENT REPORT



Item b.



MEMORANDUM

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

CC: MASON VILLARMA, BOROUGH MANAGER

FROM: AMBER AL-HADDAD, CAPITAL PROJECTS DIRECTOR

SUBJECT: CAPITAL PROJECTS DEPARTMENT REPORT

DATE: May 7, 2025

CAPITAL PROJECTS

The Capital Projects Department provides for the planning and management of CIP capital projects and major maintenance to City and Borough of Wrangell infrastructure.

The department currently has many active projects with a value of approximately \$77,000,000. Projects are in a variety of planning, permitting, design, and construction.

Highlights of projects which have received funding are provided below. Capital projects for which State or Federal funding applications have been made and are pending award from the funding agency are listed at the end of this report.

Projects in Construction/Implementation Phase

UST (Underground Fuel/Storage Tank) Decommissioning and Environmental Investigations. DEC recently approved the revised work plan for the additional environmental investigations at the High School and the Public Safety Building. The consultant is aiming for late May to return to Wrangell to perform the subsurface investigations.

Water Treatment Plant Improvements. Phase I of the Water Treatment Plant is complete and the Borough is operating the new water treatment system, delivering

water from its treatment process to the community. Phase II of the project continues, and the contractor is aiming to be complete by their deadline of late June.

City Park Pavilion Replacement (Wind Damaged Pavilion). The Contractor has secured their timber framing materials locally and are awaiting the final engineering design for the hardware connections before they begin the building's rection. Meanwhile they have formed-up the support pier footings. Completion should be achieved by the end of June.

High School Elevator Modernization. The elevator is anticipated to arrive in Wrangell in late May, which will put demolition and installation to begin as school is letting out. This schedule is as planned.

Meyers Chuck Harbor Replacement - Float Procurement. The new floats are in production and expected to be shipped at the end of June.

Diesel Generator Unit #1 Center Section Overhaul. Marine Systems, Inc. (MSI) has been working on the overhaul of the center section for the last month. During the scheduled rehabilitation work, it was discovered that the specifications on certain critical generator alignment points are out of specification range. CBW Diesel Mechanic, David McHolland's attached summary report provides a summary of the concern of the misalignment and future damage/impacts that are expected to occur if not corrected. The attached MSI mechanic's report identifies the level of excessive wear and misalignment created. MSI's center section rehabilitation work will not be warrantied if the misalignment work is not corrected.

Public Safety Building Rehabilitation. To expedite the renovation project, staff are exploring funding options, including working with the bond bank as an alternative to the USDA Community Facilities Loan program. This approach aims to reduce federal requirements, associated costs, timelines, and management burdens.

6-Mile Deep-Water Port Site Environmental Assessment (EA) Phase I and II. Due to the lapse of over a year since the Phase I report's completion, it is deemed unacceptable by DEC, raising concerns about potential changes in site conditions. To maintain eligibility for PIDP planning grant reimbursement of Phase II costs, we are initiating a competitive solicitation for professional services to update the assessment and move forward with the Phase II utilizing the PIDP federal funds for the second phase of the work.

Considering the potential land sale to Tideline Construction, we have paused moving forward with the environmental work to determine whether or not to include the 9+/- acres of land current under negotiations for a land sale.

WWTP Secondary Disinfection Analysis. The Sewer Department has received the renewed wastewater discharge permit, effective November 1, 2025. This permit mandates a facility plan within twelve months, evaluating and selecting alternatives to meet bacteria effluent limitations.

The State Revolving Fund (SRF) loan program has performed a financial analysis on the sewer fund and assessed our loan request in the amount of \$175,000 for the WWTP Effluent Disinfection Analysis as fully subsidized, up to the total loan amount of \$175,000 as used. Once

the loan agreement is executed, we can begin developing the Request for Qualifications to competitively solicit proposals from engineering firms.

11MW Power Generation Upgrades. The equipment has been ordered for the upgrades to the power plant's output capacity. The lead time for this equipment was expected, at the time of the order, to run approximately 42-48 weeks beyond April 2025.

Alder Top Village Subdivision Development, Ph II Roads and Utilities. The Invitation to Bid for the construction of the road and utilities project was released in April, and bids were due on May 7th. The work is identified to be complete by the end of November 2025.

Meyers Chuck Harbor Replacement - Float Installation. The Invitation to Bid for the construction of the harbor replacement project was released on May 6th, and bids are due May 30th. The work is identified to begin no earlier than September 1st and must be complete by the end of December 2025.

Projects Advancing to Competitive Construction Bidding Phase

St Michael Street Roadway and Utilities Reconstruction - The Borough is working with PND Engineers for the survey and design of St. Michael Street for an accelerated project to be complete in Summer/Fall 2025. The 95% drawings and specs were reviewed by staff on May 6th and the 100% documents are anticipated by May 16th, allowing competitive construction bidding to follow.

Above Ground Tank Install (Fuel/Storage Tank), Public Safety Building and High School. The design documents for the installation of the two above-ground storage tanks (ASTs) at the High School and Public Safety Building are finalized. Further environmental investigations at both the Public Safety Building site and the High School site are required by DEC. We are working with our environmental engineering team to develop the additional work and implement the soil sampling and testing effort. This work has delayed the construction of the above ground tanks work since the construction of the new tank at the High School is planned for the same footprint as the underground tank's location, and the synergies for executing the installation of both new above ground tanks is driving the release of the contract for the Public Safety Building.

Sunset Gardens Cemetery Expansion and Columbarium. Design drawings and specifications were received and are under review. As some of our more critical projects are released for bidding, this project will follow.

Projects in Planning and Design Phase

Dam Safety and Stabilization Improvements. The Dam Stabilization Alternatives Analysis, conducted by Shannon & Wilson, has reached approximately 35% completion. The project is advancing to the next design phase, which will culminate in a biddable project package, developed in coordination with the DNR Dam Safety Office.

Wrangell Schools Renovations (includes the Stikine Middle School Roof Replacement funded in part by CDBG). We are developing a Request for Qualifications (RFQ) to select an Architectural and Engineering firm for the school renovation project. This RFQ will incorporate the requirements of both the Department of Education (State funding for all three schools) and the Community Development Block Grant (Federal funding for the Stikine Middle School Roof Replacement). The project will combine these funding sources, utilizing the State funding as the required local match for the Federal grant.

40-Acre Deep Water Port Development. Wrangell has been awarded \$421,000 through the MARAD Port Infrastructure Development Program (PIDP) for the early planning and conceptual design of its 40-Acre Deep Water Port Development at the 6-mile, deep-water port site. Following the recent NEPA decision, which allows us to proceed with the grant agreement, we are requesting a reallocation of \$25,000 from the Feasibility Study Updates to another project component. This is because the feasibility study update has been effectively completed through planned community meetings that reviewed prior uses and vetted new proposals for the property.

Wrangell Harbor Basin Float System Replacement. The federal funding for our harbor project is under review. Our delegation has shared a DOT notice that:

“The Trump Administration inherited more than 3,200 unobligated grants that had been promoted by the previous administration but never fulfilled. This unprecedented backlog of unobligated grants, along with irrelevant climate, DEI, and social justice requirements, delayed critical investments in communities across the country. Under Secretary Duffy’s leadership, the Department is working diligently to accelerate the distribution of these long-overdue funds and address core infrastructure projects.”

We continue to meet with our federal agency representatives in an attempt to make forward progress with the pre-award environmental work and that required of the US Army Corps of Engineers for their portion of the harbor basin dredging.

Reservoir Bypass. A recent review of the project with the federal agency who is managing the FY22 Congressional Direct Spending funding in the amount of \$1,080,000 appropriated for this project, has determined we would be able to use the FY24 Congressional appropriation of \$2,500,000 for the Water Treatment Plant Improvements project toward additional improvements of the treatment facility by replacing the low transmission line, from the lower reservoir to the water plant, and combine the projects into one raw water transmission line improvements project. There is additional environmental work required to be performed which will require several months to accomplish before receiving NEPA compliance from the federal agency.

Additional LATCF funding previously allocated to the Reservoir Bypass project could be available for other Borough funding needs. As we complete the construction bid phase, we will know if and how much of the LATCF funds can be made available elsewhere.

Skeet Range Improvements, Phase II. The Borough continues to await the grant agreement from the Alaska Department of Fish & Game Hunter Safety program, and we have been communicating with them to move that first task forward. Upon receipt of the finalized

agreement, it will be submitted to the Assembly for approval, accompanied by a budget amendment to incorporate the matching funds into the FY25 capital budget.

Meanwhile, staff met with the Rod & Gun Club representatives to discuss a combined skeet and trap facility design, aiding their NRA-funded trap project. After discussing with the Fish and Game program, we are moving to work with the Rod & Gun Club to layout the combined ranges, allowing them to proceed independently to construct the trap house this season.

Eastern Channel Emergency Access Route. Staff is in the planning phase to identify the scope of work to be accomplished with the \$200,000 planning grant from the State. The primary goal with these funds is to acquire an easement from the State of Alaska for the portion on the road corridor that is on State land. This will be followed by survey of the roadway route.

Projects with Pending Funding Requests

Shoemaker Harbor Ramp Replacement. The Borough's grant application for the 2024 Shoemaker Harbor Boat Launch Ramp replacement, submitted to the State of Alaska's Dingell-Johnson Grant program, was not funded in the last round. However, our project remains at the top of the list for future funding.

Congressional Direct Spending (CDS) Request for FFY 2025. Three CDS project funding requests submitted in FY25 that were included in one of the FY25 Senate Appropriations bills required reapplication for FY26. Prior submissions did not automatically carry over were required to be resubmitted for consideration to allow our delegation to continue working effectively while Congress finalizes FY25 appropriations bills and enacts new spending measures. The projects were redeveloped and resubmitted to Senator Murkowski's office in February. The projects included the following:

- | | |
|---|--------------|
| • Public Safety Building Rehabilitation | \$ 2,438,000 |
| • Emergency Access Road | \$ 2,500,000 |
| • Wastewater Treatment Plant Disinfection | \$10,000,000 |

Congressional Direct Spending (CDS) Request for FFY 2026. Two additional capital project funding requests were developed and submitted through Senator Murkowski's office. These included the following project funding requests:

- | | |
|--|--------------|
| • Drinking Water Flume Replacement | \$ 1,700,000 |
| • Deepwater Port Subdivision Utility Development | \$ 7,500,000 |

State of Alaska Legislative Capital Projects Priorities for FY 2026. Nine capital project, listed below in order of priority, were developed and submitted to the Legislature for funding consideration under the State capital budget or as otherwise may be funded through State programmatic programs:

- | | | |
|---|--|-------------|
| 1 | Public Safety Building Rehabilitation | |
| | • Primary Request to fund the remaining scope of the project | \$1,961,000 |
| | • Alternative Request to fund design for the exterior construction | \$ 410,000 |
| 2 | Engineering Design Phase - Wastewater Treatment Plant | |

	Upgrades for Effluent Disinfection	\$1,100,000
3	Inner Harbor Replacement	\$5,000,000
4	Wrangell Timber Infrastructure and Deepwater Port Development	\$3,555,000
5	Swimming Pool and Recreation Center Roofs Replacement	\$1,454,850
6	McKinnon Street Utility Improvements for Water & Sewer	\$ 586,148
7	Petroglyph Beach State Historic Park Improvements	\$1,454,850
8	Downtown Waterfront Planning	\$ 250,000
9	Wrangell SEAPA Substation Transformer Upgrades	\$2,000,000

Sincerely,
Amber Al-Haddad
Capital Projects Director

CITY & BOROUGH OF WRANGELL

BOROUGH CLERK'S REPORT

Office 907-874-2381 | Email: clerk@wrangell.com



TO: BOROUGH ASSEMBLY MEMBERS AND MAYOR GILBERT
 FROM: KIM LANE, BOROUGH CLERK
 SUBJECT: May 13th CLERK'S REPORT

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

May 20 – Wrangell Convention & Visitors Bureau @noon in the Assembly Chambers
June 3 – Economic Development Board @ 5:30pm in the Assembly Chambers
June 12 - Planning & Zoning Commission mtg. @ 5:30pm in the Assembly Chambers

Other Community Events:

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

DATE	MEETING TYPE/EVENT	WS? - TOPIC	TIME	NOTES
2025-05-13	REGULAR	YES WF MASTER PLAN DISCUSSION	6-7PM WS / 7PM REG	
2025-05-27	REGULAR	NO	7PM REG	
2025-05-28	WORK SESSION	YES BUDGET	5:30PM	
2025-05-29	JOINT WORK SESSION	YES American Cruise Lines PRESENTATION	6:00PM	Assy, Port Comm, Planning & Zoning, Eco Dev Board & Wrg Conv. & Visitors Bureau At the Nolan Ctr.
2025-06-10	REGULAR	NO	6PM REG	
2025-06-24	REGULAR	NO	6PM REG	
2025-07-22	REGULAR	NO	6PM REG	
2025-08-26	REGULAR	NO	6PM REG	
2025-09-09	REGULAR	NO	6PM REG	
2025-09-23	REGULAR	NO	6PM REG	
2025-10-09	SPECIAL TO CERTIFY ELECTION	NO	5:30PM	
2025-10-14	REGULAR	NO	6PM REG	
2025-10-28	REGULAR	NO	6PM REG	
116 1-12	REGULAR	NO	6PM REG	Will look to cancel this meeting

Borough Property for Sale...

Industrial Property Sales: The following Industrial Lots are still listed on the Public Surplus site and are scheduled to close on May 16th. To date, there have been no bids received for these three lots.

If there are any lots that do not sell, they will be listed for 30-day periods, until sold.

		Starting Bid Amount
LOT 9, BLOCK 66, INDUSTRIAL REPLAT	(25,849 sq. ft.)	\$51,700
LOT 11, BLOCK 66, INDUSTRIAL REPLAT	(16,500 sq. ft.)	\$31,400
LOT 12, BLOCK 66, INDUSTRIAL REPLAT	(16,500 sq. ft.)	\$31,400

Parliamentary Tips....

Breaking down the basics of making amendments....

Purpose of an Amendment

An amendment is used to change a motion before it is voted on. It can add, strike out, or substitute words to improve clarity, accuracy, or effectiveness.

Be Recognized and State Your Amendment Clearly

After being recognized by the chair, say:

► “I move to amend the motion by...”

Examples:

- “...inserting the words ‘no later than June 30’ after ‘report’,”
- “...striking out ‘\$500’ and inserting ‘\$750’,”
- “...substituting the following: [state new wording].”

Amendments Must Be Seconded

Just like main motions, amendments require a second before being discussed.

Debate is Limited to the Amendment

Debate should focus only on the proposed change, not the entire main motion—unless the amendment changes the whole meaning.

Vote on the Amendment Before the Main Motion

After debate (if allowed), the assembly votes on the amendment first. If it passes, the main motion is automatically modified.

Only Two Levels of Amendments Are Allowed

- A first-degree amendment changes the main motion.
- A second-degree amendment changes the first-degree amendment.
- A third-degree amendment is not permitted under Robert’s Rules.

Amendments Must Be Germane

An amendment must relate directly to the subject of the motion it seeks to amend.
Irrelevant amendments are out of order.

Withdraw or Modify with Permission

An amendment may be withdrawn or modified before it is stated by the chair, or afterward only with the assembly's consent.

Other...

I will be out of the office at the International Institute of Municipal Clerks conference from May 15th through May 23rd.

May 13, 2025

Senate Resources Committee

Email: Senate.Resources@akleg.gov

Re: Senate Bill 161

Dear Chairwoman Gessel and Committee Members,

The City and Borough of Wrangell opposes Senate Bill 161, which proposes to ban the use of certain trawl or dredge fishing gear in state waters. If enacted, this legislation could have significant negative consequences for our community, affecting vessel owners and crew members, seafood processing operations, support industries, and local tax revenues derived from commercial fish landings. While the use of these gear types in state waters is limited, SB 161 would restrict access to several important fisheries, including scallop, shrimp, pollock, and Pacific cod. Specific to SB 161, approximately 10 Wrangell shrimp beam trawl fishermen and one shrimp processor could lose access to this local, 10-month a year fishery. This fishery has been fished near Wrangell for three generations by small, local boats, with landings made in Wrangell. This fishery has become a largest portion of total fish revenues for several of these fishermen and would be a significant loss for them.

Wrangell's economy and identity are deeply rooted in commercial fishing. Our community depends on the economic contributions of fisheries across all gear types. Landings and processing activity generate local tax revenues that support essential borough services. These include a local raw fish tax as well as shared revenues from the State of Alaska's Fisheries Business Tax. These revenues are critical to maintaining municipal operations without increasing reliance on state funding.

Our primary concern with this bill is the Legislature's direct involvement in fishery regulation, bypassing the established and deliberate process of the Alaska Board of Fisheries and the Alaska Department of Fish and Game. These regulatory bodies are best positioned to evaluate complex fishery issues, incorporate public input from affected stakeholders, and apply the best available science to policy decisions. Circumventing this process undermines transparency, stakeholder engagement, and the long-term sustainability of Alaska's fisheries.

The City and Borough of Wrangell respectfully urges the Senate Resources Committee to reject Senate Bill 161. Our community depends on access to a full range of viable fisheries and a science-based regulatory system that reflects regional needs and input from those directly involved in the industry.

Sincerely,

Patty Gilbert
Borough Mayor
City and Borough of Wrangell

SENATE BILL NO. 161

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

BY SENATORS CRONK, Yundt

Introduced: 4/9/25

Referred: Resources, Finance

A BILL**FOR AN ACT ENTITLED**

1 **"An Act relating to the use of certain trawl or dredge fishing gear in state water; and**
2 **providing for an effective date."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 * **Section 1.** AS 16.10 is amended by adding a new section to read:

5 **Sec. 16.10.135. Use of trawl or dredge fishing gear.** A person may not use,
6 employ, or operate any trawl or dredge fishing gear that makes substantial bottom
7 contact with the seafloor while in use, as determined by the department, in the water of
8 the state.

9 * **Sec. 2.** The uncodified law of the State of Alaska is amended by adding a new section to
10 read:

11 STUDY AND REPORT ON THE EFFECTS OF BOTTOM TRAWLING AND ON
12 THE CONDITION OF THE SEAFLOOR. The Department of Fish and Game shall conduct a
13 comprehensive study of the health of seafloor ecosystems and fish habitat in state water. The
14 department shall submit a report on the results of the department's study under this section to

1 the senate secretary and the chief clerk of the house of representatives on or before January 1,
2 2027, and notify the legislature that the report is available. The report must include

3 (1) information as to how the state's fishery resource and seafloor marine
4 ecosystems have been, and may continue to be, affected by the use of trawl or dredge fishing
5 gear that makes substantial bottom contact with the seafloor while in use;

6 (2) to the extent available, the quantities of fishery resources taken as bycatch
7 by fishers using trawl or dredge fishing gear that makes substantial bottom contact with the
8 seafloor while in use, including the number of fish of each species, taken over the last 10
9 years; and

10 (3) recommendations as to whether the use of trawl or dredge fishing gear that
11 makes substantial bottom contact with the seafloor while in use should be prohibited or
12 otherwise limited for

13 (A) the maximum benefit of the state's people; and

14 (B) the sustained yield of the state's fishery resource.

15 * **Sec. 3.** Section 1 of this Act takes effect January 1, 2028.

16 * **Sec. 4.** Except as provided in sec. 3 of this Act, this Act takes effect immediately under
17 AS 01.10.070(c).

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1076 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.10.035 - PURCHASES AND SALES AND SECTION 5.10.062– DISPOSITION OF PERSONAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES TO UPDATE THE MUNICIPAL CODE FOR CONSISTENCY AND BASED, IN PART, UPON THE RECOMMENDATION AND LEGAL OPINION OF THE BOROUGH ATTORNEY THAT SECTIONS OF 5.10.035 AND 5.10.062 ARE UNCONSTITUTIONAL AND NOT LEGALLY ENFORCEABLE

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk
Jackson Pool, Finance Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
-----------	-----------	----------

Amount Budgeted:

	FY25 \$XXX
--	------------

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

☐

Name(s)	
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Name(s)	
---------	--

☒

	Attorney
--	----------

☐

	Insurance
--	-----------

ATTACHMENTS: 1. ORD 1076.

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

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

RECOMMENDATION MOTION:

Move to Approve Ordinance No. 1076.

SUMMARY STATEMENT:

The information below has not changed from the April 22nd meeting.

With the adoption of Ordinance 1071 and 1072 to remove the \$1,000,000 provision when selling brough-owned property, the sections in this Ordinance should have been amended as well. Approving this Ordinance will not remove the sections altogether but will just remove the voter approval when the value is more than \$1,000,000.

The Borough Attorney has vetted this Ordinance and agrees that with the adoption of Ord 1071 & 1072, these provisions need to be removed.

Additionally, the advertising and public hearing requirements have been amended so that they are more in line with what we do for disposition of property for economic development purposes.

Summary of Amendments:

5.10.035 – When prior approval by the voters is required is removed and “Purchase or participation agreement for the disposal of electric power” is added.

- Section 5.10.035 (A) is in line with what Charter Section 5-14(B) says.

5.10.062 – Disposition of personal property for economic development purposes:

- Removes the \$1,000,000 valuation threshold and voter requirement.
- States that if an application is received, it must first go to the economic development committee.
- The protest period (public hearing of the assembly) was added to subsection C.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1076

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.10.035 - PURCHASES AND SALES AND SECTION 5.10.062- DISPOSITION OF PERSONAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES TO UPDATE THE MUNICIPAL CODE FOR CONSISTENCY AND BASED, IN PART, UPON THE RECOMMENDATION AND LEGAL OPINION OF THE BOROUGH ATTORNEY THAT SECTIONS OF 5.10.035 AND 5.10.062 ARE UNCONSTITUTIONAL AND NOT LEGALLY ENFORCEABLE

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 ~~stricken out~~ are to be deleted].]

WHEREAS, On February 11, 2025, the borough assembly approved two ordinances that removed two provisions from the borough’s charter and municipal code that required a majority of voters to ratify any disposition of borough owned real or personal property valued at \$1,000,000 or more; and

WHEREAS, these items were removed from charter and code based on the recommendation of the borough attorney and the fact that the Alaska Supreme Court has consistently held that these types of provisions violate the constitutional prohibition on appropriating assets by initiative; and

WHEREAS, there are subject matter prohibitions limiting citizen direct legislation which operates to affect an “appropriation;” and

WHEREAS, in *Mallot v. Stand for Salmon*, 431 P.3d 159,165 (Alaska 2018), the Court held that an initiative that required prior voter approval for all borough capital projects with a total cost of more than one million dollars was an impermissible appropriation because the voters had the ability to veto a capital project. See also: *Alliance of Concerned Taxpayers, Inc. v. Kenai Peninsula Borough*, 273 P.3d 1128 (Alaska 2012); *Alaska Action Center, Inc. v. Municipality of Anchorage*, 84 P.3d 989, 991 (Alaska 2004); and *Hughes v. Treadwell*, 341 P.3d 1121 (Alaska 2015); and

WHEREAS, in the opinion of the borough attorney, Wrangell cannot legally enforce WMC 5.10.035A and WMC 5.10.062E because they violate the Alaska Constitution by enabling voters to veto appropriations; and

WHEREAS, Upon inspection of Title 5 – Revenue and Finance, staff discovered that Section 5.10.062 – Disposition of personal property for economic development purposes, should have been amended when the assembly approved the two Ordinances in February 2025, and

WHEREAS, this section is being amended to update the provisions in WMC 5.10.062 – Disposition of real property for economic development purposes.

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

SEC. 1. Action. The purpose of this ordinance is to amend WMC Sections 5.10.035 and 5.10.062 as follows:

SEC. 2. Amendment. In the Wrangell Municipal Code, Sections 5.10.035 and 5.10.062 are hereby amended as follows:

Chapter 5.10
PURCHASES AND SALES

Sections:

...

5.10.035 ~~When prior approval by the voters is required~~ Purchase or participation agreement for the disposal of electric power.

...

5.10.035 ~~When competitive bidding or quotations are required.~~ Purchase or participation agreement for the disposal of electric power.

~~A. An entire public utility and appurtenant franchises belonging to the borough may be sold or leased only by authority of an ordinance enacted or ratified at an election by an affirmative vote of a majority of the qualified voters of the borough who vote upon the question.~~

B.A Any other provision notwithstanding, the borough may enter into an agreement for the purchase, sale or other disposal of electric power, or an agreement providing for participation by the borough in the construction, acquisition or operation of hydroelectric power facilities, upon such terms as the borough assembly may approve by resolution.

5.10.062 Disposition of personal property for economic development purposes.

A. In the exercise of the borough's economic development powers, the assembly may determine, in its sole discretion, that it is in the best interest of the borough to dispose of borough-owned personal property, or any interest therein, ~~which interest has a value of \$1,000,000 or less~~ (as determined by the borough assessor or a qualified appraiser), by sale, lease

or otherwise, without requests for proposals or ~~sealed bid~~public auction procedures and at less than fair market value.

If an application is received with an offer for less than fair market value, the borough clerk shall forward the application to the economic development director for economic development consideration.

B. In determining the best interests of the borough under this section, the assembly may consider any relevant factors, which may include:

1. The desirability of the economic development project;
2. The actual or potential economic benefits to the borough, its economy and other businesses within the borough;
3. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise;
4. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing;
5. Actual or potential local employment due to the economic development project; and
6. Actual and potential enhancement of tax and other revenues to the borough related to the project.

C. Prior to disposal under subsection (A) of this section, the assembly shall hold a public hearing. The borough clerk shall publish notice of the public hearing of the request to purchase borough-owned personal property. Such notice shall be published two (2) times in the newspaper prior to the public hearing of the borough assembly to approve or reject the application. The notice shall identify the applicant, the personal property, and the proposed use. The notice shall state that anyone wishing to protest the application must file a written protest with the borough clerk not later than the date identified in the notice. Such a protest shall be in writing and shall state all reasons for the protest. Failure to protest timely as required by this subsection shall constitute a waiver of any right to contest the awarding of the sale. Any protests received shall be included in the public hearing agenda item for the assembly.

D. Following the public hearing, the assembly may authorize disposition of the personal property or interest therein by resolution.

~~E. Where the acquisition of the personal property or any interest therein has been approved by the voters at an election, the disposition of such property or interest under this section by sale, trade or lease for a term exceeding five years shall be made only by authority of and ordinance ratified by a majority of the qualified voters of the borough who vote upon the question. For purposes of this subsection, the term of any such lease shall include the terms of all options to extend or renew the lease. The requirements of this subsection do not apply where the voter~~

~~approval involved was in the form of authorizing the issuance of bonds to finance the acquisition of the personal property or any interest therein.~~

SEC. 3. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 4. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Charter.

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

PASSED IN FIRST READING: April 22, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 13, 2025
	<u>Agenda Section</u>	11

Approval of moving forward with the request from Jiaying Lu to purchase Borough Owned Real Property within Wrangell Townsite, Lots 2, 3, 4, 5, 8, and 9 of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space/Public (located behind the old Wrangel Medical Center) with the additional provisions of a 3-year time-to-build requirement and an access agreement contingency

<u>SUBMITTED BY:</u>
Kim Lane, MMC, Borough Clerk Kate Thomas, Economic Development Director Steve Miller, Harbormaster

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

<u>FISCAL NOTE:</u>	
Expenditure Required: \$XXX Total	
Fiscal Year (FY):	Amount: \$
Amount Budgeted:	
	FY: \$
Account Number(s):	
	XXXXXX XXX XXXX
Account Name(s):	
	Enter Text Here
Unencumbered Balance(s) (prior to expenditure):	
	\$XXX

ATTACHMENTS: 1. Request 2. Aerial Map. 3. Staff Report from PZ & PC

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

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

RECOMMENDATION MOTION:

Move to approve moving forward with the request from Jiaying Lu to purchase Borough Owned Real Property within Wrangell Townsite, Lots 2, 3, 4, 5, 8, and 9 of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space/Public (located behind the old Wrangel Medical

Center) with the additional provisions of a 3-year time-to-build requirement and an access agreement contingency.

SUMMARY STATEMENT: The Planning and Zoning Commission approved a recommendation to sell the Six Lots that are located behind the Old Wrangell Medical Center for the purpose of building a 16-unit multifamily housing complex.

The following is the action that was taken at the Planning & Zoning Commission meeting:

On April 10, 2025, the Planning and Zoning Commission reviewed the request from Jiaying Lu to purchase Borough-owned real property referenced in the subject and approved a recommendation to the Borough Assembly to move forward with the sale.

Although conditions were not explicitly stated in the approved motion, staff and commissioners discussed the following considerations:

- The applicant will need to pursue and complete a zoning amendment to allow for multifamily residential development prior to initiating any construction activities.
- A detailed development plan should be provided by the applicant, including site layout, building design, utility connection strategies, on-site parking, and stormwater management considerations.
- The Purchase and Sale Agreement should clarify that approval of the land sale does not imply or guarantee subsequent land use approvals, including conditional use permits or zoning amendments.
- The applicant should be responsible for infrastructure improvements, utility extensions, and all associated costs necessary to support the proposed development.
- The design and execution of the project should seek to complement surrounding land uses and contribute positively to addressing Wrangell's housing needs.

Following the Planning and Zoning Commission meeting, Administration met with Jiaying Lu and Levi Miller on Thursday, May 1, to discuss the lots. During the meeting, it was verbally agreed that the recommended motion would include a three-year time-to-build requirement and an access agreement to be incorporated into the final purchase and sale agreement.

CITY & BOROUGH OF WRANGELL

OFFICE OF THE BOROUGH CLERK

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



PUBLIC LAND & TIDELANDS PURCHASE APPLICATION

WMC 16.12.010 - 16.12.180

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

OFFICIAL USE ONLY	RECEIVED BY <input type="text"/>	DATE RECEIVED <input type="text"/>	PAYMENT TYPE CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CASH <input type="checkbox"/>
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Applications to purchase borough-owned real property or borough-owned tidelands shall be submitted to the borough clerk. The borough clerk shall submit the application to the planning and zoning commission and if borough-owned tidelands, to the port commission for comments in favor or against the sale.

After the report(s) have been received by the borough clerk from the planning and zoning commission or the port commission (if borough-owned tidelands), the borough clerk shall place the request for purchase on an upcoming regular borough assembly agenda, as a public hearing item, for the assembly to approve moving forward with the sale. All property owners within 300 feet shall be notified by mail regarding the public hearing.

SECTION I.

APPLICANT'S FULL NAME <input type="text"/>	EMAIL ADDRESS <input type="text"/>	PHONE NUMBER <input type="text"/>
---	---------------------------------------	--------------------------------------

APPLICANT'S PHYSICAL ADDRESS <input type="text"/>
--

APPLICANT'S MAILING ADDRESS <input type="text"/>

SECTION II.

REQUEST TO PURCHASE OR EXCHANGE	PURCHASE <input checked="" type="checkbox"/>	EXCHANGE <input type="checkbox"/>
REQUEST TO PURCHASE TIDELANDS OR REAL PROPERTY	TIDELANDS <input type="checkbox"/>	REAL PROPERTY <input checked="" type="checkbox"/>

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

PARCEL ID NUMBER <input type="text"/>	PHYSICAL ADDRESS <input type="text"/>
--	--

LOT:	BLOCK:	SUBDIVISION:
------	--------	--------------

LEGAL ACCESS TO LOTS (STREET NAME) <input type="text"/>
--

CURRENT ZONING OF PROPERTY <input type="text"/>	LOT SIZE <input type="text"/>
--	----------------------------------

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

Item b.

SECTION III.

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

Please see attachments in email

STATE THE PURPOSE AND PROPOSED USE OF THE PROPERTY.

The purpose of this property is to build a 16-unit modern and affordable housing complex in Wrangell, Alaska. As a nurse who has served the community for two years, and with my Native Alaskan partner who was born on this island, I've seen the urgent need for safe, updated housing. This project will provide clean, energy-efficient homes for local residents, families, essential workers, supporting both the wellbeing and growth of the community.

DESCRIBE THE IMPROVEMENTS THAT WILL BE ADDED TO THE PROPERTY.

The property will be developed into a 16-unit multifamily housing complex designed to withstand Wrangell's wet, rainy climate. Improvements will include durable, weather-resistant construction materials, such as metal roofing and moisture-resistant siding. Each unit will feature a full kitchen, bathroom, and living space. The property will also include on-site parking, exterior lighting, and essential infrastructure. The overall design prioritizes affordability, long-term sustainability, and enhanced quality of life for residents.

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

START DATE 10-01-2025

END DATE TBD

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

COST: \$TBD

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

This affordable housing project should have minimal impact on public streets and services due to Wrangell's low traffic and population. Utilities will be connected through coordination with local providers, and all necessary permits and inspections will be completed. On-site parking will be included to reduce street congestion. All associated costs for utility hookups, infrastructure, and improvements will be covered by the developer.

CITY & BOROUGH OF WRANGELL
PUBLIC LAND & TIDELANDS PURCHASE APPLICATION

Item b.

CONTINUED FROM PAGE 2

SECTION III. (CONT.)

If the applicant wishes to purchase real property or tidelands for the purposes of economic development, the assembly may determine, in its sole discretion, that it is in the best interest of the Borough to dispose of the property, which has a value of \$1,000,000 or less, without requests for proposals or sealed bid procedures and at less than fair market value. In determining the best interests of the borough under the Wrangell Municipal Code, the assembly may consider any relevant factors, which may include:

- i. The desirability of the economic development project.
- ii. The actual or potential economic benefits to the borough, its economy and other businesses within the borough.
- iii. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise.
- iv. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing.
- v. Actual or potential local employment due to the economic development project.
- vi. Actual and potential enhancement of tax and other revenues to the borough related to the project.
- vii. Existing and reasonably foreseeable land use patterns and ownership.

SECTION IV. ACKNOWLEDGEMENT

I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I understand that incomplete applications will not be accepted and that all fees must be paid prior to review of this application.

SIGNATURE OF APPLICANT

Jiaying Lu

DATE

4/3/25

PLANNING DEPARTMENT

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



Date: April 28th, 2025

To: Honorable Mayor and Borough Assembly
Mason Villarma, Borough Manager
Kim Lane, Borough Clerk

From: Kate Thomas, Economic Development Director

Subject: Request from Jiaying Lu to purchase Borough-owned real property within Wrangell Townsite, Lots 2, 3, 4, 5, 8, and 9 of the Subdivision Plat Block 54, according to Plat No. 68-81, zoned Open Space/Public.

Recommendation: The Planning and Zoning Commission recommends that the Borough Assembly approve the sale of Borough-owned Lots 2, 3, 4, 5, 8, and 9, Block 54, Wrangell Townsite, subject to the conditions outlined herein.

Attachments: 1. Aerial Map of Property, 2. Plat No 68-81, 3. Proposed Four-plex design concept

On April 10, 2025, the Planning and Zoning Commission reviewed the request from Jiaying Lu to purchase Borough-owned real property referenced in the subject and approved a recommendation to the Borough Assembly to move forward with the sale.

Although conditions were not explicitly stated in the approved motion, staff and commissioners discussed the following considerations:

- The applicant will need to pursue and complete a zoning amendment to allow for multifamily residential development prior to initiating any construction activities.
- A detailed development plan should be provided by the applicant, including site layout, building design, utility connection strategies, on-site parking, and stormwater management considerations.
- The Purchase and Sale Agreement should clarify that approval of the land sale does not imply or guarantee subsequent land use approvals, including conditional use permits or zoning amendments.
- The applicant should be responsible for infrastructure improvements, utility extensions, and all associated costs necessary to support the proposed development.
- The design and execution of the project should seek to complement surrounding land uses and contribute positively to addressing Wrangell's housing needs.

Included herein is a summary of the findings of fact, meeting discussion, and considerations informing this recommendation.

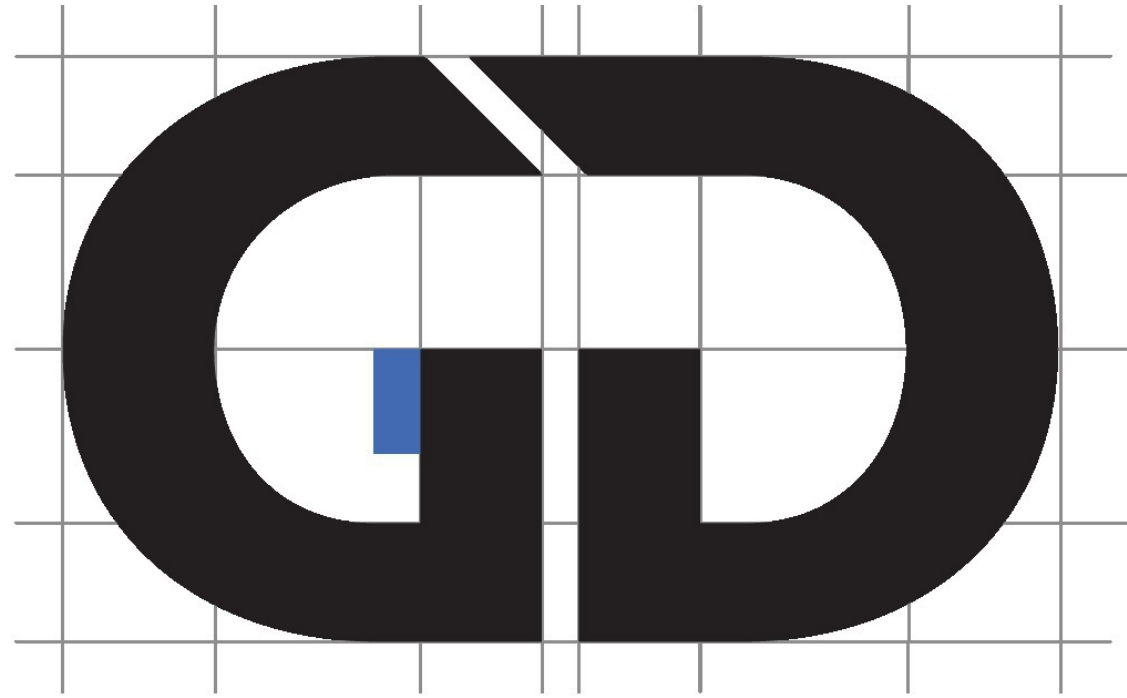
The lots proposed for sale are currently zoned Open Space/Public, a designation intended to protect public facilities, recreation, and natural resources. The applicant proposes to develop a 16-unit

affordable multifamily housing complex featuring durable materials, on-site parking, and infrastructure designed to meet local building standards.

The Commission recognizes the community's critical need for expanded housing options and acknowledges that the applicant's proposal aligns with Borough priorities to promote residential development over industrial or light industrial uses in this area. Historically, these lots have been reserved for potential future use in connection with the redevelopment of the adjacent old Wrangell Medical Center property. However, with the Borough's evolving priorities and the absence of immediate municipal plans for the parcels, facilitating housing development now represents a worthy consideration.

While a zoning amendment will be required prior to development, the Commission supports moving forward with the land sale based on the applicant's commitment to addressing Wrangell's housing shortage and the compatibility of the proposed project with the Borough's long-term vision.

Infrastructure considerations, traffic impacts, and the preservation of community character were discussed. The sale will include clear provisions assigning the costs of necessary improvements to the applicant and requiring compliance with applicable permitting and development regulations.



GALLOWAYDESIGNS

GALLOWAY DESIGNS
452 S KNIK GOOSE BAY RD,
WASILLA, AK 99654

907.841.7777
me@igorgalloway.com
www.idhalaska.com

KURT ANDERSON

RENDERINGS
FOR ILLUSTRATION ONLY

PROJECT INFORMATION:

LIVING AREA:
1st Floor: 318 sf
2nd Floor: 1,707 sf
3rd Floor: 2,130 sf
TOTAL: 4,355 SF

GARAGE AREA:
Standard Garage: 1,708 sf
Shop Bay: n/a sf
TOTAL: 1,708 SF



GENERAL NOTES, DISCLAIMER AND COPYRIGHT:

THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES.

NONE OF THE EMPLOYEES OF GALLOWAY CONSULTING, LLC (DBA GALLOWAY DESIGNS) ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. THE DESIGNER IS NOT QUALIFIED TO DETERMINE ELECTRICAL, MECHANICAL OR STRUCTURAL APPROPRIATENESS OF THE DESIGN AND WILL NOT ASSUME RESPONSIBILITY FOR DAMAGES OR LOSS RESULTING THROUGH IMPROPER ENGINEERING AND/OR IMPLEMENTATION OF THIS DRAWING. CLIENT AND/OR CONTRACTOR SHOULD HAVE THE PLANS REVIEWED BY A LOCAL PROFESSIONAL ARCHITECT OR ENGINEER BEFORE THE START OF CONSTRUCTION. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS "WILL BE HELD HARMLESS" ASSUMES NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR. THE DESIGNER SHALL NOT BE HELD LIABLE FOR ANY ERRORS, OMISSIONS, OR DEFICIENCIES IN ANY FORM BY ANY PARTY WHATSOEVER.

THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY TO INTELLIGENT DESIGN HOMES, LLC, OR GALLOWAY DESIGNS. THIS DOCUMENT IS PREPARED FOR A SPECIFIC SITE AND INCORPORATES CALCULATIONS BASED ON DATA AVAILABLE FROM THE CLIENT AND/OR CONTRACTOR AT THIS TIME. BY ACCEPTING AND USING THIS DOCUMENT, THE RECIPIENT AGREES TO PROTECT ITS CONTENTS FROM FURTHER DISSEMINATION.

THE CONTENTS OF THIS DOCUMENT ARE NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF INTELLIGENT DESIGN HOMES OR GALLOWAY DESIGNS.

TABLE OF CONTENT:

SHEET:	TITLE:	SHEET:	TITLE:
1	PRESENTATION VIEWS	10	1ST FLOOR ELECTRICAL PLAN
2	SPECIFICATIONS SHEET	11	2ND FLOOR ELECTRICAL PLAN
3	FRONT ELEVATIONS	12	SECTIONS AND DETAILS
4	SIDE ELEVATIONS	13	CABINETS AND RENDERINGS
5	FOUNDATION PLAN	14	FLOOR FINISHES
6	MAIN FLOOR PLAN	15	WINDOWS AND DOORS
7	2ND FLOOR PLAN		
8	FLOOR FRAMING		
9	ROOF PLAN & 3D VIEWS		



Item b.

idh

ACCEPTED AS DRAWN BY:

Buyer

Contractor

KURT ANDERSON

PRESENTATION VIEWS

DRAWN BY:

GD

GALLOWAYDESIGNS

907.841.7777

452 S Knik Goose Bay Rd, Wasilla, AK 99654

SCALE @ 24"x36"

DATE: 10/3/2022

SHEET NUMBER:

1

CITY AND BOROUGH OF WRANGELL, ALASKA

Item b.



Public Map

1 inch = 88.640382 feet
136 2/12/2024



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

CERTIFICATION OF APPROVAL BY THE PLANNING BOARD

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF BLOCK 54 OF THE SUBDIVISION PLAT OF WRANGELL TOWNSITE, U.S. SURVEY NO. 1119, SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE WRANGELL PLANNING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY RESOLUTION NO. _____, DATED _____, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: 3/28, 1968

By Dorothy E. J. J. J.
CHAIRMAN OF BOARD

ATTEST: Edward J. Caem.
(CLERK)

I, _____, ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE CORRECT.

DATE: 3/28, 1968 Edward J. Caem.
CITY ENGINEER

CERTIFICATION OF APPROVAL BY THE COUNCIL

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WRANGELL AND THAT THE SAID PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION OF THE CITY OF WRANGELL AND SAID PLAT HAS BEEN APPROVED BY COMMON COUNCIL AS RECORDED IN MINUTES, BOOK _____, PAGE _____, DATED _____, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: _____ 1968

MAYOR

CITY CLERK

SUBDIVISION OF PLAT

BLOCK 54

WRANGELL TOWNSITE

DATE: _____ SCALE 1" = 40'

PREPARED BY: CLAYTON H. SCHMITT

EXISTING STONE MONUMENT

FIRST AVENUE

UTILITY EASEMENT

EASEMENT

SCENIC STRIP

SEWER LINE

UTILITY EASEMENT

REID STREET S66°42'E

BENNETT STREET

SALES STREET N 23°18'E

EXISTING IRON PIPE MONUMENT

68-81

Filed 3²⁵ P.M. 4/16/68
Index of Miscellaneous Plate
Pages City of Wrangell
and King, Magistrate-Recorder
Wrangell, Alaska

EXISTING STONE MONUMENT

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	March 13, 2025
	<u>Agenda Section</u>	11

Approval of moving forward and approval of the Purchase and Sales Agreement with William Tonsgard of Tideline Construction, LLC. to purchase Borough-owned real property and tidelands identified as a portion of the 6-Mile Mill Site area, for Economic Development Purposes

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager Kim Lane, MMC, Borough Clerk Kate Thomas, Economic Development Director Steve Miller, Harbormaster</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$XXX Total</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Fiscal Year (FY):</td> <td>Amount: \$</td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">FY:</td> <td>\$</td> </tr> </table> <p>Account Number(s):</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">XXXXXX XXX XXXX</td> <td></td> </tr> </table> <p>Account Name(s):</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Enter Text Here</td> <td></td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">\$XXX</td> <td></td> </tr> </table>	Fiscal Year (FY):	Amount: \$	FY:	\$	XXXXXX XXX XXXX		Enter Text Here		\$XXX	
Fiscal Year (FY):	Amount: \$										
FY:	\$										
XXXXXX XXX XXXX											
Enter Text Here											
\$XXX											

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

ATTACHMENTS: 1. Request 2. Port Commission Recommendation 3. Staff Report from PZ & PC 4) Aerial 5) Purchase and Sale Agreement 6) Exhibit A to the PSA 7) Exhibit B to the PSA

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

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

RECOMMENDATION MOTION:

Move to approve moving forward and approval of the Purchase and Sales Agreement with William Tonsgard of Tideline Construction, LLC. to purchase Borough-owned real property and tidelands identified as a portion of the 6-Mile Mill Site area, for Economic Development Purposes.

SUMMARY STATEMENT:

The Planning and Zoning Commission, Port Commission and Economic Development Board all approved a recommendation to sell a portion of the Deep-Water Port (Mill Site) location property to William Tonsgard of Tideline Construction, LLC, for Economic Development purposes.

While the Port Commission and EDB recommended unanimously to move forward, Planning & Zoning amended the final motion as follows: (which also recommends to approve and move forward):

On April 1, 2025, the Economic Development Board, and on April 10, 2025, the Planning and Zoning Commission, reviewed Tideline Construction's request to purchase approximately 9.7–11 acres of Borough-owned property located at the southern end of the Deep-Water Port Industrial Site. Both bodies voted unanimously to recommend approval to the Borough Assembly.

The Planning Commission approved the following conditions:

- Prior to the sale, Tideline Construction shall provide a detailed development plan for the proposed use of the property, including specifics on building placement, processing operations, stormwater management, and site layout.
- The specific parcels to be included in the sale shall be delineated and agreed upon by both Borough and Tideline Construction for subdivision planning and platting.
- Negotiations for the terms of sale shall include considerations for site cleanup, infrastructure development (including road access and utility extensions), and either fair market value for the land or an equal or greater value derived from the proposed site improvements.
- A comprehensive review of potential environmental impacts associated with both the existing site conditions and Tideline Construction's proposed expanded operations shall be conducted, and mitigation measures identified as necessary.
- Prior to the sale closing, a subdivision plat, reflecting the agreed-upon parcel boundaries and meeting all applicable Borough and State regulations, shall be reviewed and approved by the Planning and Zoning Commission and recorded with the appropriate agency.

.....

Administrations Recommendation:

In June 2022, the Borough strategically acquired the Mill Property to proactively facilitate economic development opportunities in Wrangell. Establishing municipal control over this pivotal property enables the Borough to actively attract and support entities poised to significantly drive economic growth and local employment.

Throughout 2023, the Borough conducted extensive community engagement to ascertain residents' preferences for the development of the Mill Property. Community feedback highlighted Freight and Transportation Services, expansion of the Marine Haul-Out Facility, and the establishment of a Vocational Technical Institution as priority developments, reflecting broad public support for industrial activities.

Since 2023, Channel Construction LLC, under Shorty Tonsgard, has leased portions of the Mill Property for scrap metal recycling operations and equipment maintenance at the Old Mechanics Shop. Tideline Construction LLC, owned by William Tonsgard III, has formally proposed to purchase

these leased parcels, extending southward to the property's southern boundary, with clearly defined and mutually beneficial development plans.

Tideline Construction intends to expand the existing scrap metal recycling operation, enhancing regional capacity by processing scrap metal into categorized materials and eventually developing infrastructure capable of vehicle recycling. This operation is anticipated to continue exporting approximately 1-2 bulk scrap barge loads annually. Maintaining waterside access is critical for operational viability.

Further development includes constructing a maintenance shop at the property, which will centralize Tideline Construction's equipment management in Wrangell, generating immediate and future employment opportunities. Under the DBA "Stikine Recycling," Tideline expects to create 2-3 full-time jobs specifically within the recycling operations, supplemented by additional roles as business volumes increase. The planned maintenance facility is projected to employ 1-2 mechanics, alongside additional operators and laborers for ongoing construction activities.

Additionally, Tideline is exploring the potential development of a barge maintenance haul-out facility, addressing an underserved market segment in Southeast Alaska. This facility would further reinforce Wrangell's strategic role in maritime services within the region.

The presence of Tideline's expanded recycling services and the potential haul-out facility will offer direct economic and logistical benefits to Wrangell's residents, including reduced operational costs for the Borough's Public Works Department by privately managing scrap metal collection and recycling.

Under the Real Estate Purchase and Sale Agreement, the Borough would transfer approximately nine acres of the southern portion of the Mill Property to Tideline Construction. The consideration for this transaction includes site cleanup valued at approximately \$880,000 and a perpetual commitment by Tideline to accept municipal scrap metal from the Wrangell Transfer Station, substantially benefiting municipal operations. The value of the services being performed is that will clean up the residual 32 acres of property allowing the Borough to attract additional industry to the site. The services being performed are outlined in Exhibit A and B attached to the item.

Given Tideline Construction's comprehensive service offerings—including civil construction, rock crushing, aggregates production, recycling, environmental remediation, waste shredding initiatives, and potential barge haul-out operations—their proposal aligns strongly with community priorities and the Borough's long-term strategic economic development goals.

Administration, therefore, recommends proceeding with Tideline Construction LLC's proposal for purchasing the designated Mill Property parcels, as it represents a sustainable economic development opportunity, enhances local employment, and effectively addresses identified community interests.

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** ("**Agreement**"), dated this ___ day of _____, 2025 ("**Effective Date**"), is entered into by and between the City and Borough of Wrangell, a Unified Home Rule Borough ("**Seller**"), having an address at 205 Brueger St., Wrangell, Alaska 99929 and Tideline Construction, LLC ("**Purchaser**"), having an address at 2685 Channel Drive, Juneau, Alaska 99801. Seller and Purchaser may collectively be referred to herein as the "**Parties**" and individually as a "**Party**." This Agreement replaces and supersedes any and all prior agreements related to the purchase and sale of the Property (as identified below) by and between the Parties.

WHEREAS, Seller owns certain unimproved real property located in the community of Wrangell as further described in this Agreement; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller desires to sell such real property to Purchaser and Purchaser desires to purchase such real property from Seller.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

Section 1.01 Sale of the Property. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following described unimproved real property commonly known as the "southern portion of the 6-mile Old Mill site," consisting of nine (9) acres, more or less (the "Property"). The Property is currently a combination of parcels that will be surveyed, platted, and recorded as a condition to Closing.

Section 2.01 Consideration. The consideration paid in exchange for the purchase of the Property shall be a combination of: (1) site clean-up, with an estimated value of approximately eight hundred eighty thousand dollars (\$880,000), as further described in Exhibit A; and (2) execution of an agreement to receive all municipal scrap metal (excluding white goods) from the Wrangell Transfer Station as further described in Exhibit B. The site clean-up shall be completed no later than August 15, 2025, unless otherwise agreed to by the Parties. The agreement to accept scrap metal from the Wrangell Transfer Station shall remain in effect for one year or for as long as Purchaser owns the Property whichever is later, unless otherwise agreed to by the Parties in writing.

Section 2.02 Real Property Taxes, Assessments, and Adjustments. In addition to the consideration set forth in Section 2.01, real property taxes accrued against the Property shall be prorated through the date of Closing. Thereafter, Purchaser and its successors and assigns shall be responsible for any and all real property taxes, assessments, and adjustments.

Section 3.01 Purchaser's Access. At any time prior to the Closing, and at all times, subject to Section 3.02, Purchaser, its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Professional Contractors**") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as to conduct reasonable tests, studies, investigations, and surveys to

assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 3.02 Purchaser's Right to Inspect. In conducting the inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities and maintain insurance in reasonable amounts and provide evidence of same to Seller prior to Purchaser's or Purchaser's Professional Contractors' entry onto the Property.

Section 3.03 Indemnification of Seller. Purchaser agrees to indemnify and hold Seller harmless from and against Seller's losses, costs, damages, liens, claims, liabilities, or expenses arising, arisen, or to arise out of or referring or relating in any way to Purchaser's and/or Purchaser's Professional Contractors' access to or inspections of the Property, except to the extent that such losses, costs, damages, liens, claims, liabilities, or expenses are caused solely by or resulting solely from any acts or omissions of Seller.

Section 4.01 Purchaser's Contingencies. Before this Agreement may be executed and the transactions contemplated in this Agreement may be consummated, the board of directors of Tideline Construction, LLC shall formally approve this Agreement and the transactions contemplated in this Agreement.

Section 4.02 Seller's Contingencies. Before this Agreement may be executed and the transactions contemplated in this Agreement may be consummated, the Assembly of the City and Borough of Wrangell must formally approve this Agreement and the transactions contemplated in this Agreement.

Section 5.01 Closing Date. The consummation of the sale by Seller and the purchase of the Property by Purchaser (the "**Closing**") shall be held when the site clean-up described in Exhibit A is completed to the satisfaction of the Seller, and the survey, plat, and legal description of the Property has been recorded or at such other date as agreed upon by the Parties (the "**Closing Date**"). There shall be no requirement that Seller and Purchaser physically meet for the Closing unless the parties hereto mutually agree otherwise. Purchaser may proceed with the work described in Exhibit A and preparatory work attendant thereto upon the formal approval of this Agreement by the Assembly of the City and Borough of Wrangell as described in Section 4.02 hereof.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall obtain or execute and deliver or cause to be delivered to Purchaser, the following documents, items, or things, all of which shall be duly executed, acknowledged, and notarized where required by Seller, as appropriate:

- (a) One (1) original Quit Claim Deed (the "**Deed**") for recording in the Wrangell Recording District;
- (b) A copy of the resolution of the members of the Assembly of the City and Borough of Wrangell authorizing this Agreement and the transactions contemplated hereby; and

(c) All other documents as may be reasonably requested by Purchaser, to consummate this Agreement and the transactions contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. At Closing, Purchaser shall obtain or execute and deliver or cause to be delivered to Seller, the following documents, items, or things all of which to be duly executed, acknowledged, and notarized where required by Purchaser, as appropriate:

- (a) Execution of the agreement attached as Exhibit B;
- (b) Site-clean completed to the satisfaction of the Seller;
- (c) Access and utility easement(s) restricted exclusively to the southern entrance that will go from the Zimovia highway directly to the Property, executed and recorded;
- (d) Storm water management plan acceptable to Seller; and
- (e) All other documents as may be reasonably requested by Seller to consummate the transactions contemplated by this Agreement.

Section 5.05 Survival. The provisions of Section 5 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 6.01 Title and Title Review. Purchaser, at Purchaser's sole expense, may obtain from a title company a title examination report ("Title Report") and survey update and shall cause a copy of the Title Report and updated survey to be delivered to Seller.

Section 7.01 Property Sold "AS IS, WHERE IS, AND WITH ALL FAULTS." Except as expressly set forth in this Agreement to the contrary, Purchaser is expressly purchasing the Property in its existing condition, "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and Seller has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Purchaser for same. Seller has specifically bargained for the assumption by Purchaser of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts, violations, employees, and all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. Purchaser has undertaken all such investigations of the Property, laws and regulations, rights facts, leases, and violations, as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Purchaser is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, attorneys, and officers. Purchaser is and shall be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and, by reason of all the foregoing, Purchaser assumes the full risk of any and all loss or damage.

Section 7.02 No Warranty or Other Representation. Except as expressly set forth in this Agreement to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever, including without limitation, warranties of habitability and fitness for a particular purpose, whether expressed or implied including, without limitation warranties or representations with respect to the Property. Except as is expressly set forth in this Agreement to the contrary,

Purchaser acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or any of Seller's officials, employees, or agents, with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order. Seller makes no warranty or representation that any proposed development, construction, land use, or activity on the Property by Purchaser or any other party or entity will be authorized or permitted by the City and Borough of Wrangell or any other governmental authority.

Section 7.03 Environmental Laws/Hazardous Materials. Seller makes no warranty or representation with respect to the presence of Hazardous Materials on, above, or beneath the Property or any parcel in proximity thereto or in any water on or under the Property. Purchaser expressly accepts the risk and assumes any and all liability for the facts, circumstances, conditions, and defects, if any, listed on the Alaska Department of Environmental Conservation, Division of Spill Prevention and Response, Contaminated Sites Database. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to cause Seller to be joined in any action brought under any Environmental Laws.

As used herein, the term "**Hazardous Materials**" means: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("**PCBs**") or PCB containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation.

As used herein, the term "**Environmental Laws**" means: all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time-to-time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protections of human health, safety, the environment, and natural resources, including without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§300f et seq.) any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

Section 7.04. Release of all Claims by Purchaser. Purchaser is relying solely upon Purchaser's own knowledge of the Property based on its own investigation, inspection, and due diligence of the Property in determining the Property's value and physical condition and Purchaser agrees that it shall, subject to the express warranties, representations, and conditions, if any, contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Agreement to the contrary, Purchaser releases Seller and its respective successors and assigns from and against any and all claims which Purchaser or any party related to or affiliated with Purchaser (each a "Purchaser-Related Party") has or may have arising, arisen, or to arise out of or referring or relating in any way to the Property. Neither Purchaser, nor any Purchaser-Related Party shall look to Seller, or its successors and assigns in connection with the foregoing for any redress or relief. This release of all claims shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

Section 7.05 Survival. The provisions of Section 7 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 8.01 Limited Representations and Warranties of Seller. As of the Effective Date, Seller hereby represents and warrants to Purchaser as follows, each of which is being relied upon by Purchaser, shall be deemed to be restated as of the Closing, and shall survive Closing and not merge into any of the documents executed or delivered at the Closing:

(a) **No Violations of Agreements.** Neither the execution, delivery or performance of this Agreement by Seller, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of this Agreement, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property, Seller, or any respective portion thereof pursuant to the terms of any indenture, lease, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Seller or the Property is bound.

(b) **Litigation.** Seller has not received written notice and Seller has no knowledge of any pending or threatened litigation, arbitration, or legal or administrative suit, proceeding, or investigation which (i) if determined adversely to such Seller, materially and adversely affects the use or value of the Property or Seller or (ii) questions the validity of this Agreement, or any action taken or to be taken pursuant hereto or thereto, or (iii) involves condemnation or eminent domain proceedings involving the Property or any portion thereof.

(c) **Right of First Offer or Right of First Refusal.** No person or entity has any right or option (including any right of first refusal or right of first offer) to purchase all or any part of the Property.

(d) **Compliance with Laws.** Seller has not received written notice alleging any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property. Seller has not received and is not aware of any information that would prevent Purchaser from obtaining a PPA from DEC.

(e) **Other Agreements.** Except for the Permitted Exceptions, there are no leases, management agreements, brokerage agreements, leasing agreements or other agreements or instruments in force or effect (by or through Seller) that grant to any person or any entity (other than Seller) any right, title, interest or benefit in and to all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property which will survive the Closing or be binding upon Purchaser.

(f) **Ownership of the Property.** Seller owns fee title to the Property and the Property is not subject to any lease, license, or other occupancy agreement.

(g) **Governmental Authorization.** Seller has obtained or made or will obtain or make prior to or concurrently with the Closing, all authorizations, consents or approvals of and filings with any governmental authority or any other Person required with respect to Seller for the execution and delivery of any instrument delivered by Seller to Purchaser in connection with the transactions contemplated herein and the performance of its obligations thereunder.

(h) **Insurance.** Seller has not received written notice or demand from any of the insurers of all or any portion of the Property (or insurers of any activities conducted thereon) to correct or change any physical condition on the Property or any practice of Seller.

(i) **Accuracy of Information.** Neither this Agreement, nor any other document, certificate or instrument delivered by Seller to Purchaser in connection with the transactions contemplated herein contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading. There is no material fact that has not been disclosed in writing to Purchaser that adversely affects in any material respect or, as far as Seller can now reasonably foresee, may adversely affect in any material respect, the business, operation, financial or other condition of Seller or the ability of Seller to perform its obligations under any instrument delivered by Seller to Purchaser in connection with the transactions contemplated herein.

(j) **No Guarantee of Utilities.** Seller may install utilities to the subdivision where the Property is located but makes no warranties, representations, or guaranties with respect to future installation.

Section 9.01 Limited Representations and Warranties of Purchaser. As of the Effective Date, Purchaser hereby represents and warrants to Seller as follows, each of which is being relied upon by Seller, shall be deemed to be restated as of the Closing, and shall survive Closing and not merge into any of the documents executed or delivered at the Closing:

(a) **Authority.** Purchaser will have taken all necessary action prior to the expiration of the Due Diligence Period to authorize the execution, delivery and performance of this Agreement, and upon the execution and delivery of any document to be delivered by Purchaser on or prior to the Closing, this Agreement and such document shall constitute the valid and binding obligation and agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors. The individuals executing this Agreement on behalf of the Purchaser have the power and authority to bind Purchaser to the terms and conditions of this Agreement.

(b) **No Conflict.** Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(c) **Enforceability.** This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(d) **Litigation.** Purchaser has not received written notice and Purchaser has no knowledge of any pending or threatened litigation, arbitration, or legal or administrative suit, proceeding, or investigation which (i) if determined adversely to such Seller, materially and adversely affects the use or value of the Property or Seller or (ii) questions the validity of this Agreement, or any action taken or to be taken pursuant hereto or thereto, or (iii) involves condemnation or eminent domain proceedings involving the Property or any portion thereof.

(e) **Seller's Prospective Purchase Agreement ("PPA") with the Alaska Department of Environmental Conservation ("DEC").** Purchaser has read and reviewed Seller's PPA with DEC a copy of which is attached to this Agreement and incorporated by reference as Exhibit C.

Section 9.02 Conditions Precedent to Purchaser's Obligations. The obligations of Purchaser hereunder to consummate the transactions contemplated hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing, any of which may be waived by Purchaser in its sole discretion by written notice to Seller at or prior to the Closing Date:

(a) Seller shall have performed all covenants, agreements and undertakings of Seller in this Agreement;

(b) All representations and warranties of Seller as set forth in this Agreement shall be true and correct in all material respects as of the date of Closing; and

In the event any condition in this Section 9.01 has not been satisfied (or otherwise waived in writing by Purchaser) prior to or on the Closing Date, Purchaser shall have the right to terminate this Agreement by written notice to Seller given prior to the Closing, and except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement.

Section 9.03 Conditions Precedent to Seller's Obligations. The obligations of Seller hereunder to consummate the transactions contemplated hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing (or at such earlier time as may be provided below), any of which may be waived by Seller in Seller's sole discretion by written notice to Purchaser at or prior to the Closing Date:

- (a) Survey, plat, and legal description of the Property shall have been recorded; and
- (b) Purchaser shall have delivered all of Purchaser's Closing deliverables hereunder.

Section 10.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by casualty, neither Party shall have the right to cancel this Agreement. Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price and Impact Fees shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such casualty (less any sums expended by Seller for repair or restoration through the Closing Date) shall be assigned to Purchaser at the Closing. Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by such casualty.

Section 11.01 No Assignment. This Agreement and all rights and obligations hereunder or any portion thereof shall not be assignable by Seller or Purchaser, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any transfer or assignment in violation hereof shall be null and void and of no force or effect.

Section 12.01 Seller's Indemnification. Following the Closing, Seller shall indemnify and hold Purchaser harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses ("**Losses**"), arising out of, or in any way relating to: (a) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement or in any Closing Document; and (b) any breach of any covenant of Seller contained in this Agreement which survives the Closing or in any Closing Document. The representations, warranties and covenants contained in this Agreement and the Closing Documents shall survive Closing.

Section 12.02 Purchaser's Indemnification. Following the Closing, Purchaser shall indemnify and hold Seller harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and

disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses ("Losses"), arising out of, or in any way relating to, (a) any breach or inaccuracy of any representation or warranty of Purchaser contained in this Agreement or in any Closing Document and (b) any breach of any covenant of Purchaser contained in this Agreement which survives the Closing or in any Closing Document. The representations, warranties and covenants contained in this Agreement and the Closing Documents shall survive Closing.

Section 13.01 Delivery of Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by nationally recognized overnight courier (that provides a signed receipt in confirmation of delivery) or by confirmed electronic transmission (provided that a hard copy is sent via one of the other methods set forth in this Section 14.1 simultaneously therewith), or sent by U.S. certified mail, return receipt requested, postage prepaid, to the addresses or by electronic addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

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

PURCHASER Tideline Construction, LLC
William Townsguard III
P.O. Box 33359
Juneau, Alaska 99803

With a copy to: Smith + Malek
c/o Robert Luce
101 South Capitol Blvd.
Suite #1600
Boise, ID 83702

Section 14.01 Remedies.

(a) **Default by Purchaser.** If there is a Purchaser's Default and Closing does not occur as a result thereof, Seller's sole and exclusive remedy shall be to terminate this Agreement by notice to Purchaser, and the Parties shall be released from further liability

to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination. Seller shall have no right to specific performance or right to any damage other than as set forth herein.

(b) **Default by Seller.** If there is a Seller's Default and Closing does not occur as a result thereof, Purchaser's sole and exclusive remedy shall be to terminate this Agreement by notice to Seller, and the Parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination. Seller shall have no right to specific performance or right to any damages other than as set forth herein.

(c) **Lis Pendens.** This Agreement confers no present right, title, or interest in and to the Property and Purchaser agrees not to and waives its right to file a *lis pendens* or other similar notice against the Property. Notwithstanding the foregoing, if Seller terminates this Agreement pursuant to a right given to it hereunder and Purchaser takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of, or finance the Property or takes any other actions with respect thereto (including without limitation, the filing of any *lis pendens* or other form of attachment against the Property), then Purchaser shall be liable for all loss, cost, damage, liability, or expense (including without limitation, reasonable attorneys' fees, court costs, and disbursements and consequential damages) incurred by Seller by reason of such action by Purchaser.

(d) **Survival.** The provisions of this Section 14 shall survive the termination of this Agreement and the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 15.01 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising, arisen, or to arise out of this Agreement shall be brought and determined in the state courts of the state of Alaska, First Judicial District at Wrangell.

Section 15.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 Survival. Except as otherwise provided in this Agreement to the contrary, the terms, representations, conditions, and provisions of this Agreement shall survive the Closing and not merge into any of the documents executed or delivered at the Closing.

Section 15.04 Time Periods. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or holiday, then such time period shall be automatically extended to the next regularly scheduled Business Day.

Section 15.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Parties.

Section 15.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

Section 15.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Idaho and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.10 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.11 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 PM on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.12 Possession. Full and exclusive possession of the Property shall be delivered by Seller to Purchaser following Closing on the Closing Date.

Section 15.13 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 15.14 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the Parties, it being mutually acknowledged and agreed that Seller and Purchaser and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Section 15.15 General Provisions. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon Seller or Purchaser unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be construed, interpreted and enforced under the laws of the state of Alaska. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender shall include all genders, and all references herein to the singular shall include the plural and vice versa.

Section 15.16 Attorney's Fees. If Purchaser or Seller brings an action at law or equity against the other in order to enforce the provisions of this Agreement or as a result of an alleged default under this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney's fees actually incurred from the other.

Section 15.17 Effective Agreement. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart of this Agreement has been executed and delivered by each party hereto.

Section 15.18 Waiver of Trial by Jury. Seller and Purchaser each hereby knowingly and unconditionally waive any and all right to demand a jury trial in any action for the interpretation or enforcement of this Agreement.

Section 15.19 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 15.20 No Recordation. This Agreement shall not be recorded.

Section 15.21 No Brokers or Licensee Relationships. The Parties represent to each other that there are no brokers or licensees involved in the transaction and each Party agrees to indemnify, defend, and hold harmless the other Party from claims of any person for brokerage or finder's fees or commissions based upon any agreement or understanding alleged to have been made by any such person in connection with this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered to be effective as of the Effective Date.

PURCHASER:

Tideline Construction, LLC

By: _____

Name: William Townsguard III

Title: Owner

SELLER:

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

By: _____

Name: Patty Gilbert

Title: Mayor

By: _____

Name: Mason Villarma

Title: City Manager

EXHIBIT A

Site Clean-Up Services to be Provided by Purchaser

As **partial** consideration for the acquisition of the Property, Purchaser shall, at its sole cost and expense, provide all equipment, materials, labor, and supervision necessary to perform a comprehensive clean-up of the Property. Purchaser's obligations shall include, but are not limited to, completion of the following services:

1. **Removal of Sawdust Pile**
 - Remove and level the existing sawdust pile to surrounding grade elevation.
2. **Clearing of Alders and Brush**
 - Remove and dispose of all alders and brush located on the northern side of the 42-acre property.
3. **Removal of Log Boom Sticks**
 - Remove and dispose of log boom sticks located on the Property.
4. **Removal of Miscellaneous Ground Debris**
 - Remove and dispose of miscellaneous debris scattered across the Property.
5. **Removal of Concrete Footings and Foundations**
 - Remove and dispose of concrete footings and foundations, bringing areas to surrounding grade or existing pavement elevation.
6. **Interior Demolition of "Shipping and Receiving" Building**
 - Perform complete interior demolition of the "Shipping and Receiving" building located on the north end of the Property, including debris removal and proper disposal.
7. **Demolition of Two Middle Structures**
 - Demolish and dispose of two existing structures located south of the Maintenance Shop in the middle section of the Property.
8. **Disposal of Generator and Associated Fluids**
 - Remove and properly dispose of the generator currently located on-site, including disposal of any associated fluids in compliance with all applicable environmental regulations.
9. **Disposal of Abandoned Heavy Equipment**
 - Remove and dispose of all abandoned heavy equipment remaining on the Property.
10. **Disposal of Downed Electrical Lines**
 - Remove and dispose of all downed electrical lines from power poles that are confirmed to be de-energized ("dead").
11. **Site Grading and No Ground Disturbance**
 - Perform final site grading to create a smooth, stable, and uniform surface appropriate for future development.
 - No ground disturbance or any other action or activity that might cause or contribute to existing contamination to the 42 acres as more particularly described on the Alaska Department of Environmental Conservation, Division of Spill Prevention and Response, Contaminated Sites Database.
12. **Surface Approach and Fill Pad North of the Old Dock**

- Fill and stabilize the northern corner of the 42-acre parcel to an elevation and condition suitable for future installation of a bulkhead or ramp suitable for multimodal marine transportation (i.e., movement of heavy equipment, passengers, goods, etc.)

13. Removal of Spud from Sunken Barge

- Remove the spud from the sunken barge located north of the Property.

14. Removal of Failed Rail Car Bulkhead Sections

- Remove and dispose of all failed rail car bulkhead sections located on the Property.

General Provisions:

- All debris, waste, and hazardous materials removed from the Property shall be properly transported and disposed of at facilities permitted to receive such materials.
- All work must be performed in compliance with applicable federal, state, and local laws, including environmental and safety regulations.
- Purchaser shall complete the clean-up work to the reasonable satisfaction of Seller and in a manner that facilitates future site development.
- The obligations set forth in this Exhibit A shall survive Closing and shall not be deemed merged into any of the documents executed or delivered at Closing.

EXHIBIT B

AGREEMENT TO ACCEPT MUNICIPAL SCRAP METAL FROM WRANGELL TRANSFER STATION

This Exhibit B sets forth the terms and conditions governing Tideline Construction, LLC's ("Purchaser") agreement to accept all municipal scrap metal, excluding white goods (appliances such as refrigerators, washers, dryers, ovens, etc.), from the Wrangell Transfer Station, operated by the City and Borough of Wrangell ("Seller"), as partial consideration pursuant to the Real Estate Purchase and Sale Agreement dated ____, 2025 ("Agreement").

1. Acceptance of Scrap Metal: Purchaser agrees to accept, receive, and take possession of all municipal scrap metal (excluding white goods) delivered by Purchaser or its authorized agents from the Wrangell Transfer Station.

2. Delivery and Collection: Purchaser shall be responsible for the delivery of the municipal scrap metal to Purchaser's designated facility. The Parties shall mutually agree upon delivery schedules and logistics to ensure efficient transfer and acceptance.

3. Duration and Termination: This Agreement to accept municipal scrap metal shall remain in effect for one five years or for as long as Purchaser owns the Property whichever is later, unless otherwise agreed to by the Parties in writing.

4. Cost and Value: Acceptance of the municipal scrap metal by Purchaser represents partial consideration for the real property conveyed under the Agreement. No additional payment or compensation shall be due to either Party for the scrap metal, as its acceptance constitutes part of the purchase price outlined in the Agreement.

5. Compliance with Laws: Purchaser shall comply with all applicable federal, state, and local laws, rules, and regulations regarding the handling, transportation, storage, processing, recycling, or disposal of the scrap metal accepted under this Agreement.

6. Liability and Indemnification: Purchaser shall indemnify, defend, and hold Seller harmless from and against any claims, demands, liabilities, costs, or damages, including reasonable attorneys' fees, arising from or relating to Purchaser's handling, storage, processing, recycling, or disposal of the municipal scrap metal accepted under this Agreement after delivery by Seller.

7. Miscellaneous: All capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Exhibit B as of the date of execution of the Agreement.

PURCHASER:

The City and Borough of Wrangell is a home rule borough with an Assembly – Manager form of government. There is a seven member Borough Assembly, including an elected Mayor. Wrangell has been a home rule city since October 1960. The City incorporated on June 15, 1903 and became a borough in May of 2008.

PROSPECTIVE PURCHASE AGREEMENT

The City and Borough of Wrangell (“Borough”), and the Alaska Department of Environmental Conservation (“ADEC”) (collectively “the Parties”) enter into this Prospective Purchase Agreement (“Agreement”), to release the Borough from certain liability that might otherwise arise under state law, in exchange for the implementation by the Borough of work to be performed at the site, as described below. ADEC enters into this Agreement under Title 46 of the Alaska Statutes and Title 18 of the Alaska Administrative Code, including 18 AAC 75 and 18 AAC 78.

The Parties enter into this Agreement to facilitate the sale of the “Sawmill Property”, located at Seven Mile Zimovia Highway, Wrangell, Alaska to the Borough, to continue the productive use of the Site and to initiate certain work at the site to protect human health, and the environment. For this reason, this Agreement is considered to be in the public interest, based on the following facts.

I. FACTS:

1. The “Sawmill Property” is approximately 50 acres of water-front property known as the sawmill property, owned by DB AK Enterprises, LLC. It has a preexisting DEC file number and hazard ID of 1529.38.022 and 25786 respectively.
2. The Borough has entered into a purchase agreement to purchase the property, develop the property, and restore the use of the property for the community.
3. The Sawmill Property was most recently operated as a lumber mill from the mid-1950s to 2008, with a history of sawmill use as far back as 1889. Contamination from its use has been evaluated and memorialized in the Decision Document issued January 17, 2014, from the ADEC, attached and incorporated herewith as Ex. A. The previous owner, Silver Bay Loggings, Inc. had completed Phase I and II Environmental Site Assessments and completed environmental cleanup to a level that does not pose an unacceptable risk to human health. At the time, the identified Contaminants of Concern were only petroleum hydrocarbons.
4. Construction, demolition, scrapping, and other activities have occurred at the property between the 2014 Decision Document and the time of purchase, which may or may not have released contaminants to the environment other than those evaluated in the 2014 Decision Document.
5. The Borough is in the process of buying the sawmill property. A copy of the

Purchase and Sale Agreement is attached as Ex. B.

6. "Existing Contamination" means petroleum hydrocarbons and other chemicals related either to the activities of the sawmill or to other uses of the site between 2014 and date of purchase, located on or beneath the Property and that were released onto the Property prior to the Purchaser's ownership. The extent of Existing Contamination will be characterized according to Section 5.

II. RELEASE AND COVENANT NOT TO SUE:

7. ADEC and the Purchaser agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations contained in Section IV (Reservation of Rights) herein, the potential liability of the Purchaser for the Existing Contamination at and from the Property which would otherwise result from the Purchaser's ownership of the Property.
8. Except as otherwise provided in Section IV (Reservation of Rights) of this Agreement, the State of Alaska covenants not to sue or take any other civil or administrative action against the Released Parties for any liability with respect to the Existing Contamination under Alaska Statute Title 46, common law, or federal environmental law. This covenant not to sue shall take effect on the effective date of this Agreement, and shall extend only to the Released Parties. This covenant not to sue shall be ineffective if it is discovered that the Purchaser caused or contributed to the Existing Contamination located on or beneath the Property, or causes or contributes to future contamination that becomes commingled with the Existing Contamination or if the City and Borough of Wrangell does not fully perform its obligations under this Agreement.

III. CONDITIONS AND LIMITATION BETWEEN ADEC and CITY AND BOROUGH OF WRANGELL:

9. The obligation under the Agreement will terminate if the purchase and sale of the Sawmill Property is terminated.

IV. RESERVATION OF RIGHTS:

10. The State of Alaska covenant not to sue does not pertain to any matters other than those expressly specified. The State of Alaska and ADEC reserve—and the Agreement is without prejudice to—all rights against the Purchaser with respect to all other matters, including but not limited to the following:

- a. Claims based on a failure by the Purchaser to meet a requirement of this Agreement;
 - b. Any liability resulting from future releases of hazardous substances, hazardous waste, pollutants, or contaminants, at or from the Property;
 - c. Any liability resulting from exacerbation of the Existing Contamination by the Purchaser or its lessees or sublessees;
 - d. Any liability resulting from the release or threat of release of hazardous substances, hazardous waste, pollutants, or contaminants at or on the Property not within the definition of Existing Contamination.
11. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Alaska, ADEC, or the Purchaser may have against any person, firm, corporation, or other entity that is not a party to this Agreement.
12. Nothing in this Agreement is intended to limit the right of the State of Alaska or ADEC to undertake future response actions at the Property or to seek to compel parties other than the Released Party to perform or pay for response actions at the Property. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by ADEC in exercising its authority under state or federal law, except as set forth in this Agreement. The Purchaser acknowledges that it is acquiring an interest in property where such response actions may be required. The Purchaser agrees to cooperate with ADEC in the event that further response actions are necessary.

V. WORK TO BE PERFORMED:

13. Purchaser agrees to conduct a Phase I Environmental Assessment in accordance with American Society of Testing and Materials (ASTM) standard E1527-21. If the Phase I identifies recognized environmental conditions (RECs), purchaser agrees to investigate the RECs as part of a Phase II Environmental Assessment (EA) in accordance with ASTM standard E1903-19 and a work plan approved by DEC.
14. Contamination identified during the Phase II EA will be considered "existing contamination" as defined in Section 1.
15. If contamination is identified in soil or groundwater that would render the property suitable for some, but not all uses, purchaser agrees to expend up to \$50,000 in substantive response actions (not paperwork), approved by

DEC, attempting to address exposure pathways or other unsafe conditions. In addition, if there is still a restriction on uses after the response actions Purchaser will prepare an environmental covenant for review and approval by DEC and place institutional controls on the property to control exposure to contaminated media or cleanup contamination to unrestricted use standards in accordance with state and federal law.

VI. PARTIES BOUND:

16. This Agreement shall apply to and be binding on the State of Alaska, and shall apply to and be binding on the Purchaser, its employees, agents, assigns, successors, contractors, and authorized representatives. Each signatory to this Agreement represents and certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind that party.

VII. DISCLAIMER:

17. This Agreement in no way constitutes a finding by ADEC as to the risks to human health and the environment which may be posed by Existing Contamination at the Property, nor constitutes any representation by ADEC that the Property is fit for any particular purpose or use. Any estimates by ADEC of the extent of contamination and projections as to the required remediation activities and their costs are estimates only. They may not be relied upon by the Purchaser or any other person.

VIII. NOTICES:

18. All notices, requests, orders, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by electronic mail or upon receipt if mailed by certified or registered mail, return receipt requested, as follows:

For ADEC:

Nick Waldo
Alaska Department of Environmental Conservation
Contaminated Sites Program
410 Willoughby Ave.
Juneau, AK 99801
Email: nick.waldo@alaska.gov

For the Purchaser:

Jeff Good
Borough Manager
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

With Copies to:

Jennifer Currie, Chief Assistant Attorney General
Alaska Department of Law
Environmental Section
1031 W. 4th Ave., Suite 200
Anchorage, AK 99501
Email: jennifer.currie@alaska.gov

IX. EFFECTIVE DATE:

19. The effective date of this Agreement shall be the date upon which the Agreement has been fully executed by the Parties or the date on which the Purchaser acquires ownership of the Property, whichever comes sooner.

X. PAYMENT OF COSTS:

20. The Purchaser agrees to reimburse ADEC's future oversight costs if the Purchaser releases hazardous substances at the Property or engages in activities that worsen or expand the nature, extent, or risk of human or environmental harm from the Existing Contamination on or beneath the Property. Purchaser also agreed to reimburse ADEC and the Alaska Department of Law's oversight costs in implementing this PPA (including review of the Phase I or Phase II reports) and in preparation of any environmental covenant that might be required.

XI. ACCESS:

21. From the date that the Purchaser acquires an ownership interest in the Property, the Purchaser shall provide to ADEC, its authorized officers, employees, representatives, and all other persons performing response actions under ADEC oversight, a right of access at all reasonable times to the Property and to any other property owned or controlled by the Purchaser to which access is required for the implementation of response actions at the Property for the purposes of performing and overseeing response actions at the Property under applicable state and federal law, including but not limited to the ability to collect samples and implement cleanup activities.

22. The Purchaser shall ensure that the assignees, successors-in-interest, concessionaires, or sub-lessees of the Purchaser's interests in the Property shall provide the same access as the Purchaser is required to provide under this Agreement. The Purchaser shall provide a copy of this Prospective Purchaser Agreement to any future concessionaire, assignee, or lessee of the Purchaser's interests in the Property. The Purchaser shall ensure that any subsequent concessionaire agreements, leases, subleases, assignments, or transfers of interest in the Property are consistent with the terms and conditions of this Agreement.

XII. FURTHER PROVISIONS:

23. The Purchaser shall exercise due care at the Property with respect to the Existing Contamination, and shall comply with all applicable local, state, and federal laws and regulations.
24. With the exception of the Existing Contamination, if the Purchaser becomes aware that any of its own actions—or any other occurrence—causes or threatens a release of hazardous substances, pollutants, or contaminants at or from the Property, the Purchaser shall immediately take all appropriate action to prevent, abate, and minimize such release or threat of release. The Purchaser shall also immediately notify ADEC of such release or threatened release, as well as comply with any applicable notification requirements under applicable law.
25. By entering into this agreement, the Purchaser certifies that to the best of its knowledge and belief, it has fully and accurately disclosed to ADEC all information known to it and all information in its possession or control which relates to any Existing Contamination or any past release of hazardous substances, pollutants, or contaminants at or from the Property. The Purchaser also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property.
26. ADEC shall use their best efforts to ensure that actions, if any, taken with respect to the property by the Environmental Protection Agency (EPA) are not inconsistent with the terms and conditions of this Agreement. However, the parties to this Agreement recognize that EPA is not a Party to this Agreement and is not bound by its terms.
27. The Parties hereto represent and warrant that their undersigned representatives have the right and authority to execute this Agreement, and that the consideration for this Agreement is full, fair, and adequate consideration to each party.

28. The parties hereto acknowledge that the execution of this Agreement does not constitute in any manner whatsoever an admission of liability on the part of any party hereto for any matters covered by this Agreement and that such liability is specifically denied.
29. The Parties acknowledge and agree that they have had an opportunity to be represented in the negotiations for the preparation of this Agreement by counsel of their own choosing, that they have read this Agreement, and that they are fully aware of its contents and of its legal effect.
30. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
31. This Prospective Purchase Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the Parties. This agreement can be modified in writing signed by the Parties to be affected by any modification.
32. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

ALASKA DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

DocuSigned by:
Stephanie Buss
ACA7A4435043402

Dated this 29th day of June, 2022

By: Stephanie Buss
Contaminated Sites Program Manager
Division of Spill Prevention and Response

APPROVED:

ALASKA DEPARTMENT OF LAW

By: Jennifer Currie
Chief Assistant Attorney General

Dated this 29th day of June, 2022

ACKNOWLEDGMENT

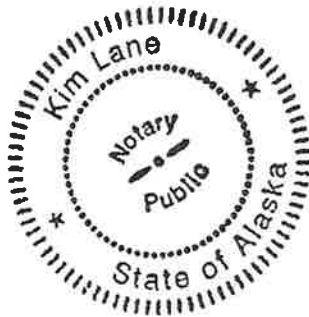
I, Jeff Good, hereby certify that I hold the position of Borough Manager and that I am a responsible official for the City and Borough of Wrangell ("Purchaser") and that I have the authority to enter into this Agreement on behalf of Purchaser and to otherwise legally bind Purchaser. I hereby acknowledge that I have freely and voluntarily entered into this agreement with the ADEC on behalf of Purchaser.

DATED: 6/29/2022

By: Jeff Good

Jeff Good
Borough Manager

SUBSCRIBED AND SWORN to before me this 29th day of June, 2022.



Kim Lane
Notary Public, State of Alaska
My commission expires: 7-27-2025



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental Conservation

DIVISION OF SPILL PREVENTION & RESPONSE
Contaminated Sites Program
410 Willoughby Ave Suite 303
PO Box 11180
Juneau, Alaska 99811-1800
Phone: (907) 465-5207
Fax: (907) 465-5218
www.dec.alaska.gov

File No: 1529.38.022

January 17, 2014

Dick Buhler
Silver Bay Logging, Inc.
16119 SE 1st Street Apt. B17
Vancouver, Washington 98684

Re: Decision Document: Wrangell Sawmill
Cleanup Complete Determination

Dear Mr. Buhler:

The Alaska Department of Environmental Conservation (DEC) has reviewed the environmental records for the Wrangell Lumber Sawmill located in Wrangell, Alaska. Based on the information provided to date, the DEC has determined that the contaminant concentrations remaining on site do not pose an unacceptable risk to human health or the environment, and this site will be closed.

This decision is based on the Wrangell Sawmill Contaminated Site administrative record, which is located in the offices of the DEC in Juneau, Alaska. This letter summarizes the decision process used to determine the environmental status of this site and provides a summary of the regulatory issues considered in the Cleanup Complete Determination.

Site Name and Location:

Wrangell Sawmill
7 Mile Zimovia Highway
Wrangell, Alaska 99929

Name and Mailing Address of Contact Party:

Laureen Curtner
Silver Bay Logging, Inc.
16119 SE 1st Street Apt. B17
Vancouver, Washington 98684

DEC Site Identifiers:

File No: 1529.38.022
Hazard ID: 25786

Regulatory Authority for Determination:

18 Alaska Administrative Code 75

Site Description and Background

The former Wrangell Sawmill located on Shoemaker Bay began operating in the mid-1950s, processing lumber for shipment to Japan, and carrying on the legacy of Wrangell's sawmill operations that had begun in 1889.

The mill site covers approximately 50-acres. Of that, 22-acres is paved with asphalt or concrete and drains into a large oil/water separator before discharging into Shoemaker Bay. North of the mill site is a 7-acre area known as Mt. Seley. In 1991, it was capped with a 10-18-inch layer of compacted clay and rock and then covered with a 12-30-inch layer of protective shot rock.

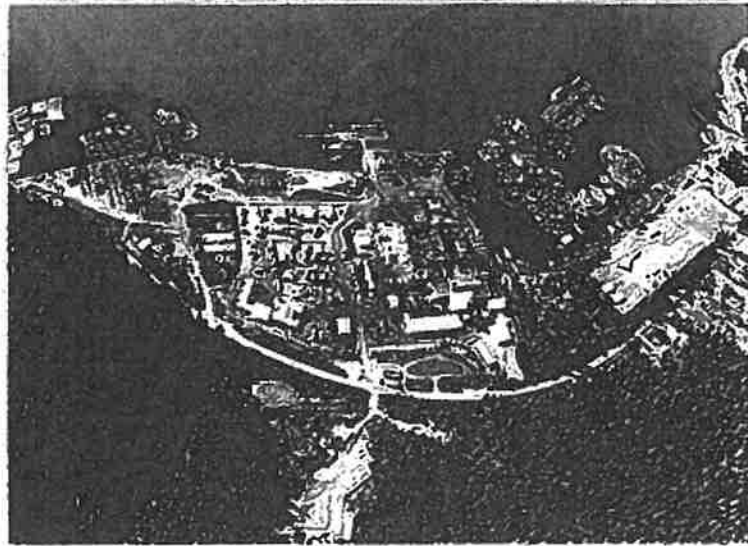


Figure 1: Alaska Pulp Corporation: circa 1950's - estimated date (Photo: by Frank Roppel)

The facility was operated by the Alaska Pulp Corporation until 1995, and employed as many as 240 workers and 32 longshoremen during its peak. In 1995, due to declining timber sales, the facility was sold to Richard Buhler of Silver Bay Logging.

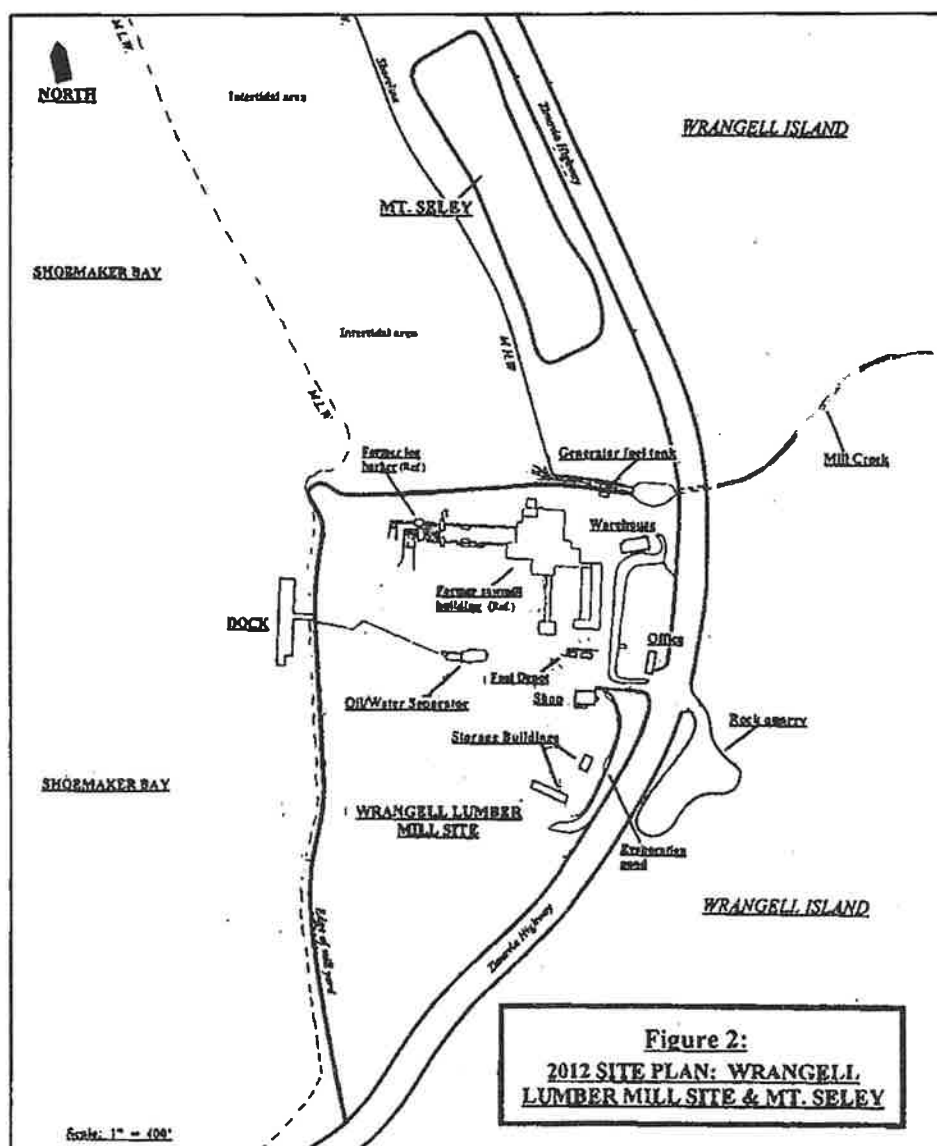
Prior to Silver Bay Logging's purchase, thirteen environmental areas were inspected in response to questions and issues raised that resulted with Southeast Management Service's (SMS) inspection on 9/24-27/1996. Fifteen soil and concrete samples along with six water samples were collected in addition to an underwater evaluation of the mill's shoreline. SMS concluded that no significant environmental concerns or problems appeared present on the Sawmill site at this time.

Silver Bay Logging re-opened the Mill in 1998 which carried on limited operations until 2008.

After nearly a decade, the Silver Bay Logging, Inc., finally ceased operating the mill. The decommissioning, demolition and removal of the lumber yard's processing and operational facilities began shortly after its closure. Little remained on the property except for concrete foundations and a few buildings. As the Sawmill began to wind down operations in 2006, a Phase I Environmental Evaluation (Phase I) was completed by Nortech Environmental Engineering & Industrial Hygiene Consultants (Nortech). The Phase I investigated the property to determine past or present contamination both on-site and what could have impacted adjacent properties. The Phase I concluded that the primary environmental concern was petroleum contamination in the surface soils at the sort yard tank farm. The stained surface soils were linked to poorly sealed fittings in the transfer lines connected to the tanks. Nortech recommended characterization of the surface and subsurface soils for gasoline residual organics (GRO), diesel range organics (DRO), residual range organics (RRO), benzene, ethylbenzene, toluene, and total xylenes (BTEX) and polycyclic aromatic hydrocarbons (PAHs). Nortech also concluded Silver Bay

needed to take care of the abandoned miscellaneous tanks, drums, batteries and debris littered around the facility and Mt. Seley.

A Phase II Environmental Site Assessment (Phase II) was requested by Hoffman & Blasco, Inc., who represented Silver Bay Logging, Inc. as legal counsel. Nortech carried out the Phase II on 10/12-13/2011 to evaluate the environmental conditions identified in their 2006 Phase I Environmental Evaluation. Sixty samples from the sawmill site and Mt. Seley were collected for field screening and 14 were submitted for laboratory analysis. The results indicated that contaminated soils exceeding the DEC's cleanup levels existed on-site. The Wrangell Sawmill was added to the Contaminated Sites Program (CSP) database on December 13, 2011.



Contaminants of Concern

The following petroleum contaminants of concern (those above approved cleanup levels) were identified during the course of the site investigations summarized in the Characterization and Cleanup Activities section of this decision letter.

- Diesel Range Organics (DRO)
- Residual Range Organics (RRO)
- Gasoline Range Organics (GRO)

Diesel range organics (DRO), RRO, and GRO were detected in soil above the ingestion cleanup levels established in 18 AAC 75.341 (d), Table B2. The gasoline compounds benzene, ethylbenzene, toluene, and xylenes (total) were detected but at concentrations well below DEC cleanup levels. Laboratory analysis also confirmed areas suspected for RCRA-8 metals and polyaromatic hydrocarbons (PAHs) met DEC cleanup levels.

Cleanup Levels

Soil cleanup levels approved for this site are Method Two, Over 40 inch Zone, Direct Contact, as set forth in 18 AAC 341(d), Table B2 Petroleum Hydrocarbon Cleanup Levels.

<u>Contaminant</u>	<u>Cleanup Level (mg/kg)</u>
Diesel Range Organics	8,250
Residual Range Organics	8,300
Gasoline Range Organics	1,400

The entire mill site was built on filled tidelands and is immediately adjacent to steep uplands; thus, no useable groundwater aquifer is present. Migration to groundwater soil cleanup levels are therefore not applicable for this site. However, contamination in soil at the site may not cause an exceedance of the surface water quality standards under 18 AAC 70. These criteria are:

<u>Contaminant</u>	<u>Criteria</u>
TAqH	15 ug/L
TAH	10 ug/L
Petroleum, Oil and Grease	Shall not produce a sheen on surface water

Characterization and Cleanup Activities

Characterization and cleanup activities conducted under the regulatory authority of the Contaminated Sites Program began in 2012. These activities are described below:

DEC sent Mr. Dick Buhler, owner of Silver Bay Logging, a Cleanup Plan Request letter in March 2012 formally requesting a work plan to address the known areas of contamination at the site. On March 26, 2012, Tom Hanna of Southeast Management Services (SMS) and DEC staff visited the Wrangell Lumber

mill facility to inspect the areas described in the Nortech reports. Of note, significant changes to the property had occurred in between the 2005 Phase I and 2011 Phase II reports by Nortech. This included deconstruction and removal of most of the buildings and structures. Most of the site's tanks and associated pipes, and other facility equipment had also been removed; however, the collection and storage of numerous fuel storage tanks, drums, propane cylinders, and lead acid batteries from the mill's obsolete satellite logging camps were dispersed across the Sawmill property and on Mt. Seley. Based on the site visit, eleven areas of concern were identified. In April 2012, SMS prepared a *Soil Cleanup and Closure Plan* to address the eleven areas of environmental concern identified in Nortech's Phase I and Phase II reports. Contaminated material was proposed for excavation from eight of the areas and was to be bioremediated on-site in a rock quarry on the uphill side of Zimovia Highway (still a part of the mill's property). The other three areas/compliance issues identified but not expected to be addressed were; years of operation and general household issues; the absence of a Spill Prevention, Control and Countermeasure (SPCC) Plan; and the Berger crane area.

A SPCC Plan was no longer required for the facility because it was in its final stages of demolition and the two remaining fuel tanks would be removed once the cleanup of the mill site is complete. The Berger crane had been removed since the 2011 report. SMS took a laboratory sample that showed cleanup criteria had been met.

DEC approved the submitted cleanup plan and excavations began during May and June 2012. As soon as excavation work commenced, it was immediately discovered that the volume of contaminated soil would be considerably larger than originally anticipated. As a result, the contaminated stockpile was relocated to a cleared concrete area on the mill site property that was large enough to accommodate the soil volumes. The modified cleanup area is a pre-existing concrete pad contoured and culverted to drain surface water runoff to the oil/water separator facility for treatment before discharge into Shoemaker Bay. Because of this, the stockpiles were not required to be lined or covered.

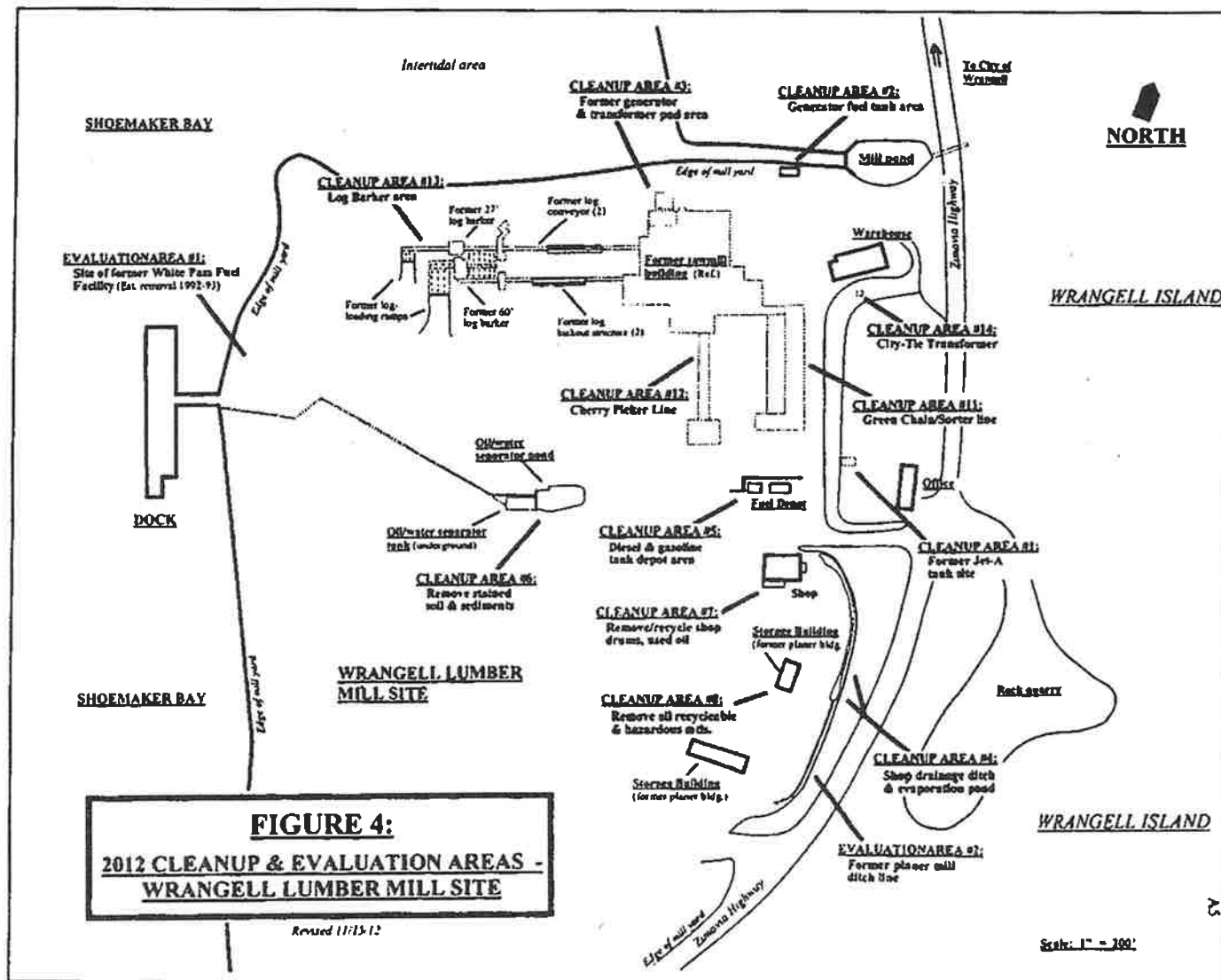
In June 2012, DEC requested an amended cleanup plan to address the changed cleanup conditions at the site. Levels of GRO above cleanup criteria were discovered at the fuel depot site, adding GRO as a new contaminant of concern. Furthermore, several issues warranted documentation in a revised Cleanup Plan. These included: an entirely new contaminated site discovered at the green chain/sorter line when dark-stained surface soil was found; results of shallow hand excavations revealed the presence of oily contaminated soils; increased volume of contaminated soils; and the relocation of the stockpile (biocell staging area).

The areas identified by the Nortech Reports and the newly discovered site confirmed by SMS are as follows:

1. Office Jet-A tank site
2. Generator tank site
3. Emergency Generator/Transformer Pad site
4. Shop drainage ditch and pond site
5. Fuel Depot
6. Oil/water separator
7. Mt. Seley Test Pit # 3 (TP3)/
8. Mt. Seley Test Pit # 8 (TP8)
9. Green Chain/ Sorter Line

2012 Excavations

The following sections detail the cleanup work done at multiple areas identified across the Wrangell Sawmill property. Figure 4 below depicts these areas.



Area 1- Office Jet-A tank site: The site was excavated on 7/1/12, leaving an 8'x30'x4.5' hole directly under the tank location. Sample results of the excavated stockpile showed low detections of DRO and RRO, 11-120 mg/kg and 52-110 mg/kg respectively. The stockpiled material was then used as backfill and the area was confirmed to meet cleanup criteria. No soils were removed for bioremediation.

Area 2- Generator tank site: The site was excavated on 5/17/12 once the concrete foundation was moved back. After excavating 12"-18" directly under the tank's former discharge pipe location, little contamination was found. Confirmation samples for DRO and RRO were below cleanup levels at 160-180mg/kg and 220-440 mg/kg, respectively. The area was confirmed to meet cleanup criteria and no soil was removed for bioremediation.

Area 3- Emergency generator/ transformer pad site: Initial excavations began on 5/15/12. After an 8' wide space was opened between the foundations of the generator building and sawmill transformer, a significant amount of contamination was found almost immediately. By 5/19/12, the excavation had extended to nearly 100' x 80' x 14' and eventually revealed four possible source areas. High levels of DRO and RRO directed the excavations early on but high concentrations of DRO drove the excavation and characterization until 8/22/12. Confirmation samples eventually revealed DRO levels that ranged from 31-3000 mg/kg. The emergency/ transformer pad site was also evaluated for GRO, BTEX, PCB's, and nine semi-volatile organic compounds (SVOCs). All GRO and BTEX samples were non-detect. One PCB analyte (Aroclor 1260) and the nine SVOCs were detected but all below DEC cleanup criteria.

Area #4- Shop Ditch Line and Sump: By 6/4/12 contaminated soil and sediments had been removed from the entire 254' ditch line and the sump sediment deposits were excavated to approximately 2' depth. Confirmation samples throughout the sump and ditch line showed low levels of DRO and RRO, 28-1,400 mg/kg and 110- 1,300 mg/kg, respectively.

The excavations to the evaporation pond behind the maintenance shop exposed high RRO contaminated soil, 10,000- 14,000 mg/kg. The upper end of the ponded area had been excavated to 4' depths and by 7/1/12, confirmation samples all met DRO and RRO cleanup criteria. The excavations, however for the lower end of the pond ended with a 20' x 70' x 4' area that eventually reached a clean clay layer and cleanup criteria by 7/21/12. Laboratory analyses for DRO, RRO, RCRA-8 metals, and SVOCs met DEC cleanup levels. A total of 400 c.y. of contaminated soils were removed and stockpiled.



Figure 3: The Shop Drainage Ditch and Shop site

Area #5- Fuel Depot: The fuel depot bulkhead was removed on 6/4/12. Considerable diesel-contaminated soil was found and excavated to 2.5' below the concrete surface until clean soil appeared. As the excavation continued toward the gasoline tanks location, high PID readings were encountered at a depth of 4-5 feet bgs. Characterization samples showed GRO concentrations were above DEC cleanup criteria. As a result, GRO and the gasoline compounds, BTEX, were added as potential COCs for this location. Excavations continued over the course of the summer. After a July 20, 2012 site visit, DEC recommended the evaluation of SVOCs and RCRA-8 metals for this area. On 9/16/12 the final excavations took place. An additional 10'-15' section of the concrete surface was removed and soil was excavated to 12' depths. Along the embankment DRO levels were 3,900-4,400mg/kg. All other COC confirmation samples confirmed RRO, GRO, BTEX, SVOCs, and RCRA-8 metals also were below cleanup levels. Approximately, 1,090 c.y. of contaminated soil was removed for treatment.

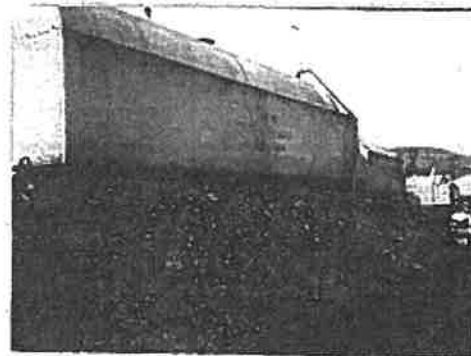


Figure 4: Fuel Depot, circa 2000

Area #6: Oil/water separator: The oil/water separator is designed for the gravity separation of hydrocarbons, petroleum products and settleable solids from water. The oil/water separator has been used at the mill to treat surface water runoff since 1992. Excavation activity began on 5/18/12 and started with the removal of all alder growth around the pond's sides. The sediment deposits on the north and south embankment were excavated to 2' depths. Characterization sampling on 6/5/12 showed that the south embankment met DRO/RRO cleanup criteria but additional excavation was needed along the north bank because RRO levels exceeded cleanup criteria. Excavations took place again on 6/29/12 and confirmation sampling resulted in DRO/RRO levels of 25 mg/kg-750 mg/kg and 130mg/kg- 3,600mg/kg, respectively. SVOCs and RCRA-8



Figure 5: 6/30/12 excavation of oil/water separator

metals were evaluated and were below DEC cleanup criteria. An estimated 115 c.y. of contaminated soil and sediments were removed and stockpiled for treatment.

Area #7- (TP3) & Area #8- (TP8): Excavations at the two sites located on the capped wood-waste disposal facility took place on 7/22/12. The first excavation took place at TP3 removing the 32"- thick clay/rock cap creating a 16' x 12' x 15' area that exposed fresh underlying sawdust and wood chips. Confirmation samples showed DRO and RRO levels of 1,100 mg/kg – 480 mg/kg, respectively and no soil was removed for treatment.

The location of TP8 was unclear in the Nortech report. To better understand where Nortech detected contamination, SMS made two 12'x 8'x 1.5' excavation pits. Confirmation samples for both of these excavation sites had very low DRO and RRO levels and no soil was removed for treatment.

Area #9- Green Chain/Sorter Line: Black stained sawdust and gravel were noticed on 5/19/12. Exploratory sampling found high DRO/RRO levels that lead to the start of a series of excavations that began on 6/29/12. A long 4'-wide concrete foundation structure¹ was uncovered and excavations were made on both sides of the foundation at 2-4'-depths until clean appearing soils were found. The foundation was identified as the former Sorter Line and paralleled the Green Chain Line, refer to Figure 6. The extent of the excavation continued 150' south of the starting point until clean soil was found. To the northeast, greasy-blue contaminated soil was excavated around the foundation and completely uncovered by the end of the day of 6/30/12. Characterization samples found contaminated sections of DRO and RRO well above DEC cleanup criteria. Substantial excavation had taken place in this area and sample results still showed contaminated soil remained. Excavations continued on



Figure 6: Looking south along the former green chain line area on 6/29/12. Excavations exposed 4'-wide foundations which later were discovered to be the former hydraulic-powered 'action pack'



Figure 7: View on 7/20/12- looking toward the north end of the green chain/ sorter line after the former 'action pack' foundation had been removed for continued excavation of contaminated soil

7/20/12 and removed the middle portion of the foundation structure and an additional 25' of the concrete foundation's north end. On 8/20/12, two areas of contaminated soil were removed in the north end-- the northwest corner and embankment and north of the sorter foundation. Confirmation samples found the bottom northwest corner met cleanup criteria, however the embankment still had RRO levels of 9,700 mg/kg. The last two excavations of 2012 took place on 9/15 and 10/25/2012. The 9/15/12 excavation removed an additional 2'-3' of contaminated soil just north of the sorter foundation. RRO levels along the southwest corner were above cleanup criteria. The northwest embankment, required the removal of a 5' x 20' x 3'

area, however, DRO/RRO levels continued to be elevated at 11,000 mg/kg and 18,000 mg/kg, respectively. On 10/25/12, contaminated soil was removed from a 2.5'x 20'x14' area in front of the broken sorter foundation that ended at 10'-11' depths. Confirmation samples along the bottom and the

¹ The 10'x10'x18"-thick concrete foundation block uncovered during this excavation was identified later to be the mill's hydraulic power "action-pack" unit for the 150'-long lumber sorting line. The power 'action-pack' provided the sorter line with hydraulic fluid.

embankment showed levels of DRO/RRO at 1,700 mg/kg and 4,500 mg/kg respectively, meeting DEC cleanup criteria.

By the end of 2012, approximately 860 c.y. of contaminated soil had been removed from the Green Chain/Sorter Line area for bioremediation treatment. The majority of the area met DEC cleanup criteria with the exception of a small pocket in the northwest corner embankment, to be removed during the spring 2013 excavations.

Additional Characterization

In September 2012, DEC formally requested SMS to collect additional characterization data at five areas on the property. Further investigation of schematic diagrams and reports revealed areas on the mill property that had not been evaluated for the presence of petroleum contamination. The exploratory excavations identified three new areas to be excavated*:

10. The Cherry Pickers- assumed operated with petroleum*.
11. The Barker-assumed operated with petroleum*.
12. The City Tie- transformer operations*.

Area #10-The Cherry Pickers: The former cherry picker consisted of four hydraulically operated cranes on concrete blocks that removed and sorted sawed lumber from a long chain grate that came out of the sawmill building. After black stained soil and gravels were noticed, SMS hand-dug shallow excavations that confirmed the presence of petroleum contaminated soil. DEC included the Cherry Picker Site in the September letter based on this new found contaminated area.

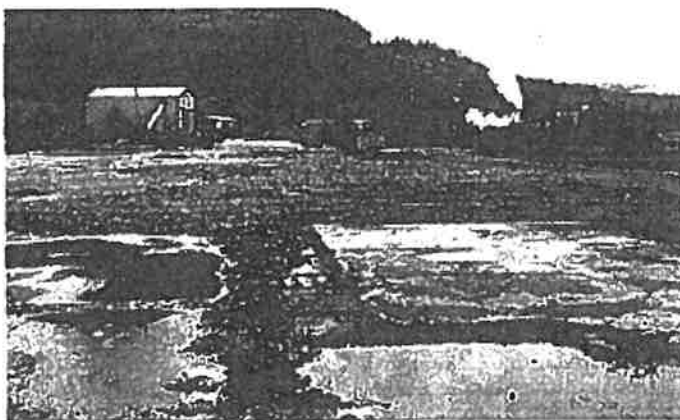


Figure 10: 9/18/13 view of the former Cherry Picker Line- Now backfilled

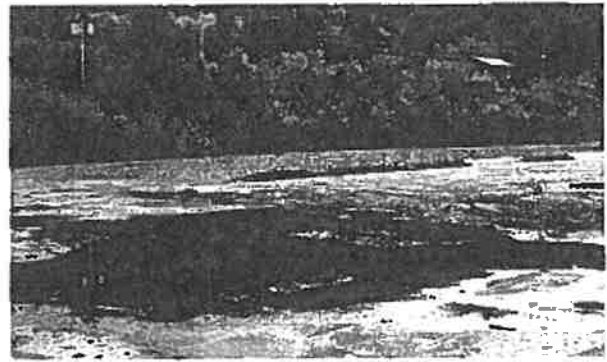


Figure 8: 9/18/13 view of the former Green Chain/ Sorter line- now backfilled

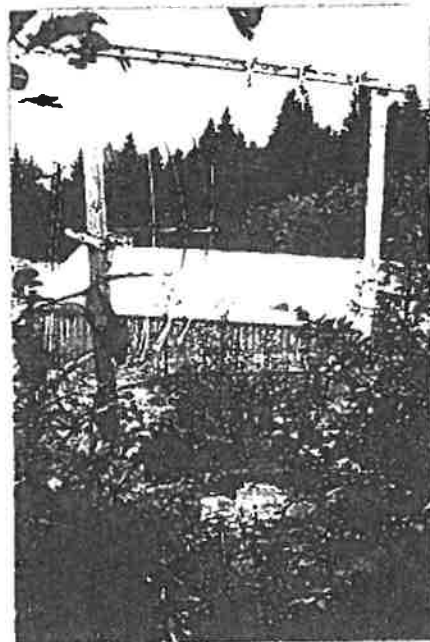


Figure 9: View on 8/21/12 looking toward the south-end of the former cherry picker line.

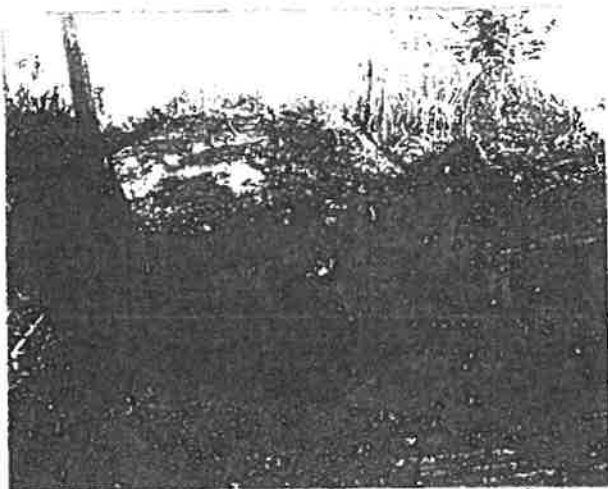
The series of excavations began on 8/20/12, starting at the south-end of the former cherry picker line that opened up an area approximately 2'x4'x50'. A characterization sample taken at a 1' depth had a high DRO level of 26,000 mg/kg thus prompting the continued excavation activities. By the time excavations reached the north end, a 188'-long excavation had been overseen by SMS. Confirmation samples showed that four areas

would needed further removal action. In September 2012, excavations continued to the northeast and northwest locations and all confirmation samples in these areas met DRO/RRO cleanup levels. To the south, several sections continued to remain above cleanup criteria that would require additional cleanup activity. On 10/26/12, a concrete block that persistently revealed contaminated soil was broken back 12' and the embankment was excavated along a 20' length at a 6'-depth. The newly exposed soil confirmed that DRO/RRO levels of 870-3,300mg/kg- 170-6,200 mg/kg respectively met regulatory compliance. Approximately 1,040 c.y. of contaminated materials were removed and stockpiled for treatment. SVOCs and RCRA-8 metals were also evaluated and were below DEC cleanup levels.

Area #11- City-Tie Transformer site: Four 8"- 12"-deep soil samples were taken along the periphery of the existing concrete foundation block that remained at the former city-tie transformer site. The exploratory samples showed two upgradient DRO levels of 19,000 mg/kg and 33,000 mg/kg and RRO levels of 8,200 mg/kg; the latter which was just below DEC cleanup criteria. The samples downgradient of the pad had very low DRO/RRO levels meeting cleanup levels. Excavations began on 10/26/12 along the south side and downslope of the transformer pad. Gray blue soil was removed to a 5'- depth bgs when clean looking muskeg soil was reached. Characterization samples showed DRO/RRO levels were elevated above regulatory compliance at 1.5 below ground surface (bgs). Pockets of contaminated soil found below the transformer pad's south side keep this site from meeting cleanup compliance in 2012. This contamination was addressed in 2013.



**Figure 11: City-Tie
Transformer Pad**



**Figure 12: The 10/26/12 view of the city-tie
transformer site excavation**

Area #12- Log Barker Area: The former barker area is located along the northwest corner of the mill site facility. All operating equipment had been removed by 2012 leaving only the two earth-filled log loading ramps. The 9/14/2012 exploratory excavations found contaminated soil within 1' bgs of the surface. A characterization sample taken 2.5' bgs had DRO/RRO levels of 10,000 mg/kg and 17,000 mg/kg located under the south log conveyor. Excavations extended eastward to 9'-depths and 143' of the original starting point. DRO/RRO cleanup criteria were met along the north

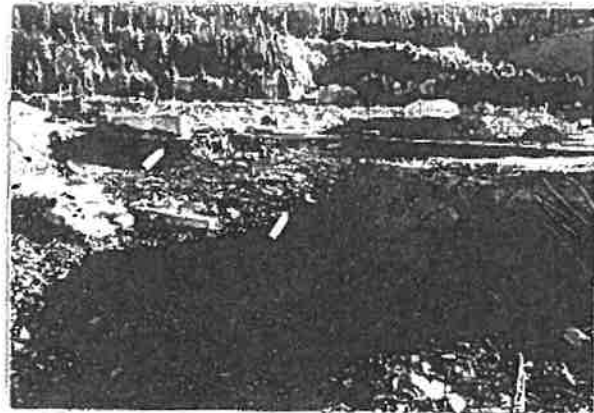


Figure 13: The 10/24/12 view of the log barker area. Arrow in the back shows the log kickout structure and lower arrow indicates the point of origin.

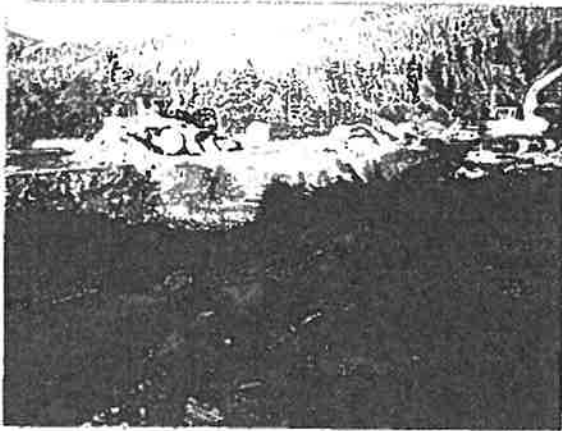


Figure 14: July 2013 view of the extensive excavations that completed the cleanup of this area

embankment and excavation bottom. Substantial contamination remained along the west and south embankments guiding the excavations throughout September. By the time excavations had ceased for the year, the excavation area had enlarged to 160'-wide by up to 210'-long. Three areas remained that required additional excavation in 2013 to meet DEC cleanup criteria.

Additional Areas of Concern

In the September 2012 DEC request, two potential areas of concern were evaluated that did not require excavation:

13. The White Pass fuel storage.
14. The Planer Mill- transformer operations.

The former White Pass fuel depot and the Planer Building surface water ditch line along the back side of the former Maintenance Shop and former Planer building can be seen in Figure 4 above. Analytical results for both sites found no indication of contaminated soil therefore no further analysis was required. A brief discussion of each is provided below.

Area #13- Former White Pass Fuel Depot Site: The former fuel depot was installed at the Sawmill sometime in the late-1980s and removed in 1992 or early 1993. The concrete pad where the White Pass Company fueled its trucks was still in place. Two trenches were dug on both sides of the upper end where the White Pass tankers were fueled. Laboratory analysis showed DRO/RRO levels of 440-870 mg/kg and

870- 1,900 mg/kg, respectively. Three additional exploratory excavations were made where the fuel storage tanks and product barrels were kept. Sample results again showed DRO/RRO were very low and easily met DEC cleanup criteria.

Area #14- Planer Building Ditch Line: The former planer mill's transformer area and the surface water drainage ditch line along the edge of the mill's asphalted road was evaluated on 9/15-16/2012. The planer mill's three transformers were located along the eastside of the northernmost storage building. The asphalt surface at the former transformer location sloped 50' down toward the Maintenance Shop's (Area #4) drainage ditch, where the planer ditch line began. No oil sheen or staining was observed on the surface. Laboratory samples were taken 14' downstream of the sump and directly below the edge of the asphalt surface and showed DRO/RRO levels were 250mg/kg and 1,100mg/kg. The ditch line made a 90° turn extending about 270' from the ditch line sump. DRO/RRO levels in the soil were 760 mg/kg and 3,900 mg/kg. A water sample was evaluated for GRO, BTEX, DRO, RRO, SVOCs and RCRA metals. All laboratory results confirmed the former planer building's transformer area and ditch line met DEC's cleanup criteria.

Hazardous Waste Disposal: In May 2012, Steve Haavig of Carson Dorn Inc., inspected and inventoried the Sawmill's used oil, hazardous waste, and excess maintenance materials stored in various containers and drums. About 4,000 gallons of used oil was recycled locally as energy recovery. Eight of nine drums were taken to Wrangell Household Hazardous Waste Collection and consolidated into four drums for disposal. Some 20-30 lbs. of shattered battery pieces were bagged and removed. One drum remained because of disposal limitations per event but was disposed of during the 2013 Waste Collection event.

2013 Excavations

Three areas remained above DEC cleanup levels. The 2013 work at these areas is detailed below.

1.a. Log Barker Site- April 30, 2013: Excavations resumed on 4/30/13 with removal of the top concrete surface to the northwest corner embankment and the underlying 3' of fill. The embankment was excavated back 12' and down to a depth of 7' bgs until the visual signs of the contaminant layer were reduced. Confirmation samples showed DRO/RRO levels were 760- 5,600 mg/kg and 250 -900 mg/kg, respectively. 35-40 c.y. of contaminated soil was removed for treatment. The area near the north embankment floor removed 5 c.y. of contaminated soil. Two confirmation samples indicated cleanup criteria were met in this location. When the excavations along the ramp sidewall took place, the wood-&-pile sidewall partially collapsed and had to be removed. Approximately 10-15 c.y. of soil were removed for bioremediation and DRO/RRO confirmation samples were 83 mg/kg and 150 mg/kg, respectively.

2.a. Northwest Corner of Green Chain/Sorter Line- May 1, 2013: A 30'- long excavation, removed 10' of concrete foundation and then excavated to 2.5'-3.5' bgs. The four confirmation samples met regulatory criteria.

3.a. City-Tie Transformer Site - April 30, 2013: The thick brush along the southwest corner was cleared on 4/40/13. The pockets of contamination that remained were located and excavated. A layer of 3-4' of contaminated soil was removed along and under the concrete pad together with an area about fifteen feet away which was excavated to 4'-6'-depths until clean muskeg soil appeared. Nine confirmation samples were taken. Unexpectedly high DRO levels were encountered and the decision to excavate the area further was made and expected to continue the next morning.

3.b. Buried Oil Tank Removal- May 1-3, 2013: Continuing from the previous day's excavation, suspicious grayish soil with a diesel odor was encountered at the lower end of the city-tie transformer excavation and were identified for removal. Almost immediately into the excavations, the top of an unknown buried oil tank was discovered and punctured by the backhoe. Diesel began to flow but was quickly contained. The contents of the tank were slowly siphoned out, most of which was water. On 5/3/13, the tank was removed and revealed obvious contaminated soil. The soil was excavated to a depth of 6" below the tank and 1.5' along the east side of the footprint. In addition, the area of the confirmation sample site at the City-Tie Transformer site that did not meet cleanup criteria from the 4/30/13 work was also removed.

Twenty-six confirmation samples were taken at the city-tie transformer/buried tank area. Confirmation samples within both locations all met cleanup levels and nearly 200 c.y. of contaminated soil was removed for bioremediation treatment.

Water Quality Compliance

DEC requested that the water draining from the facility be sampled for compliance with the water quality criteria total aromatic hydrocarbons (TAH) and total aqueous hydrocarbons (TAQH). On July 23, 2013 SMS inspected the bioremediation area and the sampling options. Conclusions of the surface water drainage pathway inspection were:

- Surface water from the bioremediation treatment area flows through the oil/water separator pond through a system of drainage swales and culverts and therefore receives thorough treatment;
- No water was flowing in the open drainage ditch or the pipe that connected the culverts; and
- Sampling options were found to be infeasible and unsafe.

The surface water drainage area leading from the bioremediation area was inspected again on August 23, 2013 after a period of heavy rain fall. SMS observed only trickles of water at the discharge pipe between Biocell1 and 2. SMS concludes that the high organic content of the soils held onto the water during rainy periods and made up only a small portion of the total volume of water discharging into Zimovia Strait.

The oil/water separator is designed to capture oil droplets greater than 20 microns and limit oil (total petroleum) concentrations to less than 15 mg/l at a flow rate of 600 gal/min., effectively eliminating any sheen from exiting the oil/water separator and from entering Zimovia Strait. Point source discharge from the oil/water separator is required to be managed through a water discharge permit for any future facility at this site.

Bioremediation

DEC approved the vibratory screening of the 9,645 cubic yards of stockpiled contaminated material to 1" minus, thus reducing the volume of contaminated soil required for bioremediation treatment to a volume of 3,560 c.y. By June 1, 2013, all the screened material was distributed in a series of four biocells (Figure 15). Based on soil volume and concentration of petroleum hydrocarbons, 25,000 lbs of urea and 3,130 lbs of fertilizer were added to the cells and mixed thoroughly during the first pass of June 2013. On July 23, 2013, SMS took 15 shallow soil samples across the biocells as a status check of the progress made. The results, while not intending to be comprehensive, showed DRO/RRO levels below DEC cleanup criteria at levels of 1,600- 5,300 mg/kg and 1,300- 6,800 mg/kg. The biocells were turned and

tilled by Silver Bay Logging staff at least three times from June – August 2013. SMS inspected the biocells multiple times throughout the summer and took three analytical samples from Biocell #1 at 8"-10" depths. Again, all samples were below cleanup criteria. By September 2013, the biocell layout had increased from four to five cells with a soil thickness ranging from 24"-32". Confirmation sampling for the 5 biocells took place on 9/17-18/2013. A total of 111 samples were collected. The following tables, figures and digital images present the sampling results, data on volumes, and the locations and configuration of the cells. The final mean soil concentrations at the 95th upper confidence limit (UCL) are listed in Table 2. The final concentrations met the DRO (8,250 mg/kg) and RRO (8,300 mg/kg) cleanup levels for the site.

Table 1: Biocell Volumes and number confirmation of samples taken

Biocell #	Soil vol. c.y.	# of samples
1	800	25
2	710	22
3	650	20
4	650	23
5	750	21
Total:	3,560	111

Table 2: Statistical Results of the 95% UCL:

	Bio-Cell 1		Bio-Cell 2		Bio-Cell 3		Bio-Cell 4		Bio-Cell 5	
	DRO mg/kg	RRO mg/kg	DRO mg/kg	RRO mg/kg	DRO mg/kg	RRO mg/kg	DRO mg/kg	RRO mg/kg	DRO mg/kg	RRO mg/kg
Mean	2840	2664	3060	2491	2040	2495	1773	2209	2424	2890
Standard Deviation	634	561	1015	926	356	728	352	424	621	455
95% Confidence (+/-)	249	220	424	387	156	319	144	173	266	194
95% UCL (mean + confidence)	3089	2884	3484	2878	2196	2814	1917	2382	2689	3085

Table 3: Stockpile Soil Volumes *Before* and *After* Vibratory Screening:

Cleanup Area	Unscreened Soil Volumes (c.y.)	Estimated volume of screened soil to 2"- minus (c.y.)	Estimated Final 1"-minus soil volume (c.y.)	Total estimated Reduction %
Office Jet-A Tank Site	-	-	-	-
Generator Site	-	-	-	-
Generator/Transformer Pad Site	1,160	870	580	50
Shop Drainage Ditch & Pond Site	400	300	160	60
Oil/Water Separator Site	115	103	70	
Fuel Depot	1,090	870	690	47
Mt. Seley- test pit #8	-	-	-	-
Mt. Seley-test pit #3	-	-	-	-
Green Chain/Sorter Line site	860	690	430	53
Green chain/sorter line- 2013 Excavations	30	20	15	50
Cherry Picker Line site	1,040	855	520	46
Log Barker Area	4,660	2,330	930	80
Log Barker 2013 Excavations	55	40	15	64
City-Tie Transformer site	35	32	30	45
City- Tie 2013 Excavations	200	150	100	50
Totals	9,645	6,260	3,850	63%

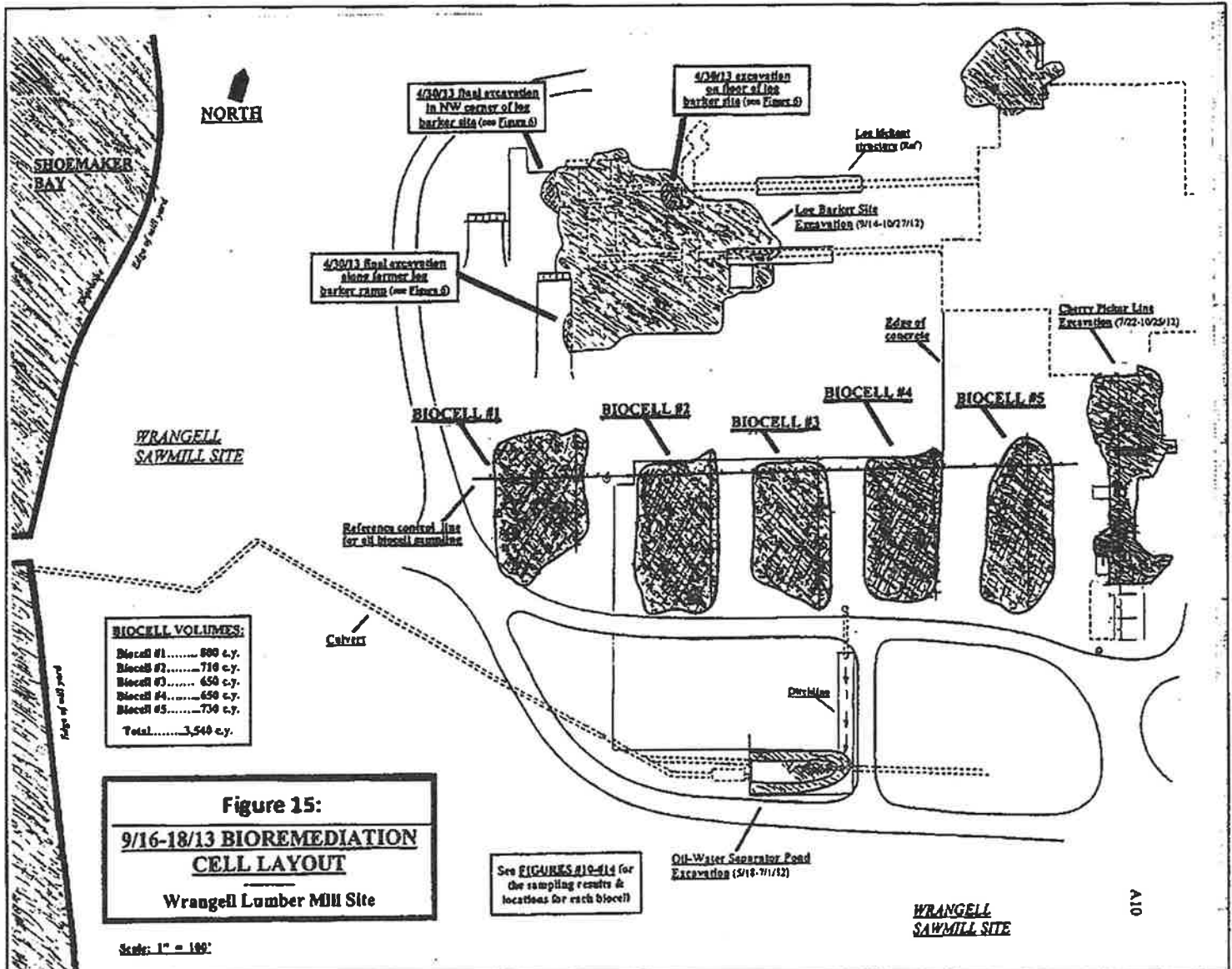




Figure 16: July 23 view showing the northeast corner of Biocell #3, where B3-5 and B3-6 were taken to determine current conditions

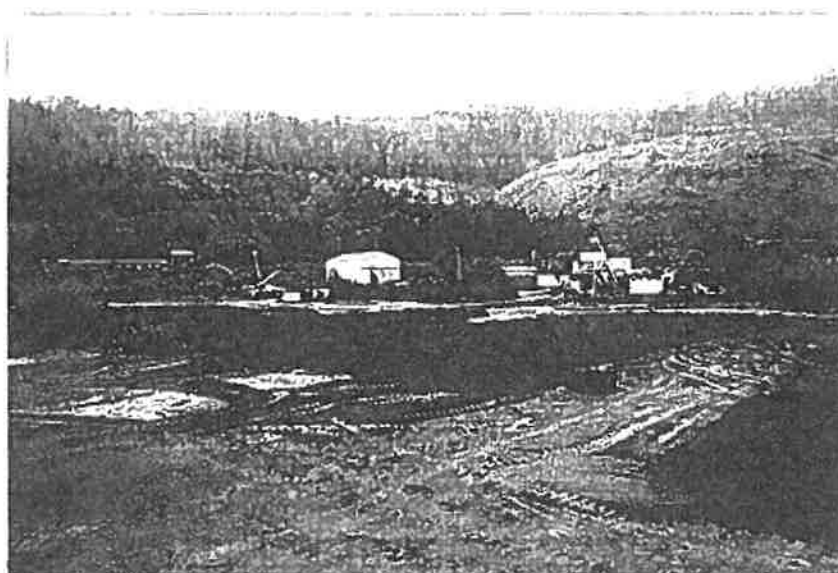


Figure 17: July 23 view showing 4 of the 5 Biocells that have been turned and tilled

Cumulative Risk Evaluation

Pursuant to 18 AAC 75.325(g), when detectable contamination remains on-site following a cleanup, a cumulative risk determination must be made that the risk from hazardous substances does not exceed a cumulative carcinogenic risk standard of 1 in 100,000 across all exposure pathways and does not exceed a cumulative noncarcinogenic risk standard at a hazard index of one across all exposure pathways. Based on a review of the environmental record, ADEC has determined that residual contaminant concentrations do not pose a cumulative human health risk.

Exposure Pathway Evaluation

Following investigation and cleanup at the site, exposure to the remaining contaminants was evaluated using DEC's Exposure Tracking Model (ETM). Exposure pathways are the conduits by which contamination may reach human or ecological receptors. ETM results show all pathways to be Pathway Incomplete. A summary of this pathway evaluation is included in Table 4.

Table 4 – Exposure Pathway Evaluation

Pathway	Result	Explanation
Surface Soil Contact	Pathway Incomplete	Concentrations of DRO/RRO are below the ingestion levels listed in 18 AAC 75.341 Table B2. The treated soil has been landspread and used as fill on site and the remaining levels of contamination are below direct contact levels.
Sub-Surface Soil Contact	Pathway Incomplete	Concentrations of DRO/RRO are below the ingestion levels listed in 18 AAC 75.341 Table B2. The treated soil will be landspread and/or used as fill on site and the remaining levels of contamination are below direct contact levels.
Inhalation – Outdoor Air	Pathway Incomplete	Volatile compounds are not present in surface or subsurface soil above commercial or residential target levels.
Inhalation – Indoor Air (vapor intrusion)	Pathway Incomplete	There are no buildings onsite. Any remaining contamination is well below inhalation levels.
Groundwater Ingestion	Pathway Incomplete	Site is connected to the City of Wrangell Drinking water system. The entire mill site is built on filled tidelands and thus, no useable groundwater aquifer is present.
Surface Water Ingestion	Pathway Incomplete	Surface water is not used as a drinking water source in the vicinity of the site. The commercial buildings in the area are served by city water.
Wild and Farmed Foods Ingestion	Pathway Incomplete	The mill site is an industrial complex and no wild foods would be collected here. The area surrounding the mill site has the potential for humans to hunt, berry pick and/or wild foods ingestion, however there is no off site contamination source and this pathway is incomplete. Contaminants of concern do not have the potential to bioaccumulate in plants or animals.
Exposure to Ecological Receptors	Pathway Incomplete	Shoemaker Bay is located next to this facility. No sheens were detected in the marine waters during the course of the cleanup effort. Following cleanup, remediated soils containing only weathered, non-volatile petroleum hydrocarbons are isolated both in upland areas on the site as well as by distance from any direct migration pathway to marine waters and therefore pose no risk to ecological receptors.

Summary and DEC Decision

Following demolition of the mill in 2011, environmental assessment and cleanup commenced to prepare the property for sale and redevelopment. Contamination at the site was primarily petroleum, but was heavy and widespread at 11 source areas across the facility. Cleanup activities throughout 2012 and 2013 resulted in the excavation of 9,360 cubic yards of contaminated soil. Bioremediation of this material and final confirmatory sampling show DRO and RRO levels are below the ingestion cleanup levels designated for the site and established in 18 AAC 75.341 (d), Table B2. Some of the remediated material will be used along the embankment behind the office and to fill depressions on the site or used as cover elsewhere on the facility. About 1,000 yards will remain for other uses onsite.

DEC appreciates the continued efforts of Silver Bay Logging, Inc. to help coordinate the cleanup of the Wrangell Sawmill Site. A strong and cooperative relationship between Silver Bay Logging and DEC resulted in a cleanup that was both expeditious and thorough. Based on the information available, DEC has determined that the site is no longer a risk to human health or the environment and no further assessment or cleanup action is required. This site will receive a "Closed" designation on the Contaminated Sites Database, subject to the following standard conditions.

Standard Conditions

1. Any proposal to transport soil or groundwater off-site requires DEC approval in accordance with 18 AAC 75.325(i). A "site" [as defined by 18 AAC 75.990 (115)] means an area that is contaminated, including areas contaminated by the migration of hazardous substances from a source area, regardless of property ownership.
2. Movement or use of contaminated material in a manner that results in a violation of 18 AAC 70 water quality standards is prohibited.

This determination is in accordance with 18 AAC 75.380 and does not preclude DEC from requiring additional assessment and/or cleanup action if future information indicates that this site may pose an unacceptable risk to human health or the environment.

Appeal

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, 410 Willoughby Avenue, Suite 303, Juneau, Alaska 99801, within 15 days after receiving the department's decision reviewable under this section. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, Juneau, Alaska 99801, within 30 days after the date of issuance of this letter, or within 30 days after the department issues a final decision under 18 AAC 15.185. If a hearing is not requested within 30 days, the right to appeal is waived.

Land Purchase and Sale Agreement

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Item c.

Dated 02/23/2022 Brokerage Names AK MLS ID # Brokerage Ph
 Listing Brokerage: Anchor Properties 5045 772-3300
 MLS# 19-17655 Selling Brokerage: Anchor Properties 5045 772-3300

Licensee Names	License #	Direct Ph	Cell Ph	Email Address
Listing 1: <u>Bennett McGrath</u>	<u>18631</u>	<u>772-3300</u>	<u>518-1482</u>	<u>bennett@apalaska.com</u>
Listing 2: _____	_____	_____	_____	_____
Selling 1: <u>Bennett McGrath</u>	<u>18631</u>	<u>772-3300</u>	<u>518-1482</u>	<u>bennett@apalaska.com</u>
Selling 2: _____	_____	_____	_____	_____

Licensee Relationships: The Seller and Buyer acknowledge the following:

- a) **Listing Licensee 1** ☒ is representing the Seller only (may assist the Buyer); or ☐ is assisting both the Buyer and Seller as a Neutral Licensee; or ☐ is assisting the Seller without representation.
Listing Licensee 2 ☐ is representing the Seller only (may assist the Buyer); or ☐ is assisting both the Buyer and Seller as a Neutral Licensee; or ☐ is assisting the Seller without representation.
- b) **Selling Licensee 1** ☐ is representing the Buyer only (may assist the Seller); or ☐ is assisting both the Buyer and Seller as a Neutral Licensee; or ☒ is representing the Seller only (may assist the Buyer); or ☐ is assisting the Buyer without representation.
- Selling Licensee 2** ☐ is representing the Buyer only (may assist the Seller); or ☐ is assisting both the Buyer and Seller as a Neutral Licensee; or ☐ is representing the Seller only (may assist the Buyer); or ☐ is assisting the Buyer without representation.

1) **Buyer(s)**, City and Borough of Wrangell, hereby deposit(s) earnest money of twenty three thousand dollars exactly (\$ 23,000) Dollars
 evidenced by: ☐ Cash ☒ Personal Check ☐ Cashier's Check ☐ Note, Due on 03/04/2022 (date)
☐ Or _____
 shall be held in trust by ☒ Listing Broker ☐ Selling Broker as earnest money on and part payment for the purchase of real property and improvements situated in Wrangell Borough (city or area) 99929 (zip), in the First Judicial Recording District, State of Alaska, described as:
4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000 (Address)
4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000 (Legal) (the Property).

2) **Purchase Price:**
Two million three hundred thousand dollars exactly 00/100 (\$ 2,300,000) Dollars
 Down Payment (including earnest money shown above) \$ or % _____

3) **Terms:** Check one below:a) ☒ **All Cash Offer:**

No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than 03/10/2022 (date) 5:00 (time). Seller shall have three (3) business days after receipt of documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds verification of funds unacceptable, Seller may terminate this Purchase Agreement. Failure of Seller to provide Buyer written notice of objection shall be considered acceptance of verification of funds.

b) ☐ **New Financing: Recording is contingent upon Buyer obtaining financing as follows:****Lender:** _____

- i) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the Lender for processing of loan application. Buyer agrees the interest rate offered by Lender is not a contingency of this Purchase Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time, Brokers and Licensees are not responsible for representations or guarantees as to availability of any loans, project and/or property approvals or interest rates.
- ii) On or before _____, (date) Buyer agrees to make a good faith loan application with Lender.
- iii) If Buyer does not reveal a fact or contingency to the Lender and this purchase does not record because of that nondisclosure after initial application, the Buyer shall be in default.

Form 70117, Originated 09/06, Revised 06/20

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Page 1 of 8

Buyer(s) Initials

Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:

Address: 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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Item c.

iv) On or before _____, (date) the Buyer will provide the Seller a pre-approval letter from the Lender verifying the following items: a satisfactory credit report, acceptable income, source of down payment, and availability of funds to close.

v) In the event Buyer fails to provide Seller with above-mentioned letter or other acceptable verification by the date above, this Purchase Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within ____ (3 if not filled in) days from date above.

c) ☐ **Seller Financing:**

i) \$ _____ payable at \$ _____, or more, per month including _____ % interest per annum for _____ years, which shall include (check if applicable): ☐ a "Due on Sale" clause, and/or ☐ a "Right to Sue Under the Note" clause.

ii) Buyer shall provide Seller with documentation, as required by Seller, verifying Buyer's ability to purchase according to the price, terms and conditions of the Purchase Agreement by _____, (date).

iii) Seller Financing is contingent upon the Seller's approval of the above documentation on or before _____, (date). In the event Buyer fails to obtain Seller's approval, this Purchase Agreement shall automatically terminate.

4) Costs:

If applicable, the costs shall be paid by Buyer (B) or Seller (S) as indicated below. Costs payable by both Buyer and Seller to be shared equally. **Buyer to pay for any fees due to requirements of the lender not covered below.**

ITEM	B	S	ITEM	B	S	ITEM	B	S	ITEM	B	S
Lender Origination Fee			Credit Report			Owner Title Insurance		X	Tests for On-Site Systems:		
Commitment Fee			Reserves			ALTA Title Insurance	X		Well Flow (Quantity)		
Discount Points			Prepaid Interest			Recording Fee	X	X	Basic Water Quality		
Lender Doc. Prep Fee			Appraisal	X		Escrow Closing Fee	X	X	PIWA Water		
Lender Processing Fee			Resale Certificate /			Bank Set-Up Fee			Other Specified Water Test		
HOA Transfer/Doc Fees			Public Offer Statement			Assume/Transfer Fee			Septic Inspection		
HOA Assessments			Sales Tax		X	Assessments Levied			DEC/MOA/COSA Fees		
HOA Questionnaire			Tax Service Fee			Assessments Pending			Soils Test		
Attorney Doc Prep Fee	X	X	Annual Escrow Fee			Tax Registration			Percolations Test		
Brokerage Fee		X				Flood Certification			Corner Survey		

Buyer Acknowledges receiving copies of the following: ☐ CCR's ☐ Plat ☐ Property Disclosure

HOA Dues are: \$ _____

5) **Funds At Recording:** Seller and Buyer agree before recording can take place, funds provided to the Closing Agent shall be in the following form: cash; interbank electronic transfer; money order; a certified check or cashier's check drawn on a financial institution located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

Wire Transfer Warning: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Parties are advised neither the Brokerage nor the Title Company will provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. The parties agree if they use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their licensees and the designated Title Company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

6) **Prorations:** Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

7) Title/Survey:

- a) The Seller shall convey title by statutory warranty deed or _____
- b) Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and copies of the exceptions it discloses showing the condition of title to the Property.
- c) The Property may be subject to restrictions contained on the Plat; in the Deed; in covenants, conditions, and restrictions; or other documents noted in the preliminary title report.

Form 70117. Originated 09/06. Revised 06/20

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Page 2 of 8

Buyer(s) Initials

Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:Address: 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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Item c.

- d) Upon execution of this Purchase Agreement by all parties, Seller will, at ☐ Seller's ☒ Buyer's sole expense, order the report and exceptions by 03/02/2022 (Date) from Alaska Escrow & Title (Title Company) and furnish them to Buyer.
- e) Upon receipt of the report and exceptions, Buyer shall have 3 business days (three (3) if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object, in writing, to any matters disclosed in the report shall constitute acceptance of the report.
- f) If, within 3 business days (three (3) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the recording date this transaction shall automatically terminate. After recording, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.
- g) Mineral rights may not pass with title to the Property.
- h) Neither Seller nor Seller's licensee make any representation as to the location of the lot corners or boundary lines. Buyer accepts sole responsibility for identifying and locating the corners and boundary lines of the lot.

8) Documents Required By Law:

- a) Buyer ☒ has ☐ has not received a copy of the **Alaska Real Estate Commission Consumer Disclosure**.
- b) **Sex Offenders:** The State of Alaska requires the registration of sex offenders residing within the State of Alaska (AS12.63.010). The Alaska Department of Public Safety is charged with maintaining the registry created. For more information, contact the Alaska State Trooper Post, Municipal Police Department or on-line at the State of Alaska /Department of Public Safety (<http://www.dps.state.ak.us>) Internet site by clicking on the Sex Offender Registry. As a buyer, it is your responsibility to independently investigate and verify for yourself the acceptability of a property with respect to these issues. (AS34.70.050). **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 12c.**
- c) The State of Alaska maintains a list of properties that have been identified by Alaska law enforcement agencies as illegal drug manufacturing sites, including meth labs. For more information on this subject and to obtain a list of these properties, go to <http://www.dec.state.ak.us>. **If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 12c.**
- d) In the event a **Resale Certificate** or a **Public Offering Statement** is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents. **In the event that this Purchase and Sales Agreement terminates and Buyer has received a Resale Certificate or Public Offering Statement, the Buyer agrees to deliver the Resale Certificate or Public Offering Statement to Seller or Seller's Licensee immediately upon termination.**

9) Land Use:

- a) Buyer is advised to research land use, building regulations, and zoning affecting the Property.
- b) **Title 21 Zoning Regulation Disclosure – Municipality of Anchorage:** The Municipality of Anchorage is writing a new land use code. It is possible that the zoning map and/or use regulations for a property that you are considering purchasing could change. You may further research this process and possible changes to the property by contacting the Municipality of Anchorage Planning and Zoning Department online at www.muni.org.
- c) **Title 17 Code Compliance Notice – Matanuska-Susitna Borough (MSB):** If you are purchasing property in the MSB, please be advised that there are land use and building regulations in the Borough. You should be aware of these regulations and how they may affect any improvements or additions to the property that you purchase. In some cases, permits are required. Borough staff is available to assist you in determining whether any Borough regulations apply to your activity and help you to comply with those laws. Contact MSB Code Compliance Section at www.matsugov.us.
- d) Municipalities and Boroughs may change land use code of regulations, zoning and zoning districts at any time. It is possible that the zoning map and/or use regulations for a property that you are considering purchasing could change or zoning restrictions/regulations be implemented. Buyer is responsible for researching possible restrictions to the prospective property.
- e) The Property may be subject to pending assessments or local improvement district; the Buyer should make inquiries of the local government.

JB

Buyer(s) Initials

BB

Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:Address: 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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Item c.

10) Utilities: Buyer is hereby made aware that there may be cost incurred to connect utilities to subject property. No representation as to the availability or cost for actual utility services is made by Seller or Licensee or Broker. Buyer is responsible for researching possible utility service to the Property and the cost thereof.

11) Agricultural Operation: The Buyer is responsible for determining whether there is an agricultural operation that might produce odor, fumes, dust, blowing snow, smoke, burning, vibrations, noise, insects, rodents, the operation of machinery including aircraft, and other inconveniences or discomforts as a result of lawful agricultural products in the vicinity of the property. **if Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 12c.**

12) Property Condition:

- a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.
- b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted below and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property and assume no duty to investigate or verify any disclosures made by Seller.
- c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before 04/29/2022, (date) 5:00 a.m. 5:00 p.m. (time). Buyer may terminate this Agreement and receive a return of the Earnest Money if Buyer notifies Seller or Listing Broker in writing before the end of the inspection period that Buyer is not satisfied with Buyer's inspection or investigation. If Buyer does not so notify Seller or Listing Broker of Buyer's termination of this Agreement before the end of the inspection period, Buyer shall be deemed to have waived this contingency.
- d) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, damages or costs or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination or buyer default of this Purchase Agreement.
- e) Buyer's inspection may include, but is not limited to: square footage, lot corners and boundaries, presence or availability of utilities, applicable school boundaries, zoning, erosion, avalanche hazards, sex offenders, pests, structural, well or viability of well, soils/percolation testing, drainage, code compliances, or possible past or present environmental hazards such as asbestos, mold, illegal drug or substance manufacturing including meth labs, urea-formaldehyde, radon gas, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.
- f) Buyer understands that measurements for lot square footage and/or dimensions may vary. It is the Buyer's responsibility to verify square footage (within the time set forth in Paragraph 12c) and not rely on information received from Seller, Brokers and Licensees, or governmental agencies.
- g) Buyer is responsible for researching whether the property is in a 'fire and/or road service' area.
- h) Property may be subject to restrictions on lot access and/or driveway permits. Buyer is advised to research land use, land use permits, building regulations, and zoning affecting the Property.
- i) Property may have well and septic regulations; buyer is to research and verify independently.
- j) Except as otherwise specifically stated in this Purchase Agreement recording of this transaction shall constitute Buyer's acceptance of the Property AS IS, WHERE IS, at recording, with all defects, latent or otherwise. Neither Seller, Broker nor any Licensee shall be bound by any representation or warranty of any kind relating in any way to the Property, its condition, quality or quantity, except as specifically set forth in this Purchase Agreement.
- k) Buyer shall, following any soil/percolation tests or other invasive examination, restore the property to its former condition. All holes shall be filled, and any debris shall be removed.
- l) In the event the improvements on the Property are destroyed or materially damaged prior to recording, then, at the Buyer's option, this Purchase and Sale Agreement shall terminate upon Buyer's written notice to Seller.

13) Recording/Possession:

- a) This sale shall be recorded on 06/08/2022, (date) or earlier by mutual agreement. Prior to recording, Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable conditions required by the Closing Agent and Buyer's Lender.
- b) Seller shall deliver possession of the Property to the Buyer upon confirmation of recording or _____.
- c) If obtaining new financing, and:

JB

Buyer(s) Initials

BB

Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:

Address: 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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Item c.

- i) If Buyer is unable to obtain a loan commitment from agreed Lender by Recording Date, through no fault of Buyer, Buyer to provide written notice to Seller immediately upon Buyer learning of their inability to obtain loan commitment from Lender. This Purchase Agreement shall terminate automatically unless Seller and Buyer agree to modifications by Amendment to this Purchase and Sale Agreement.
- ii) If Buyer fails to provide notice of inability to obtain loan commitment by such date (13a), or as modified by Amendment, and this transaction does not record, through no fault of the Seller, Buyer shall be in default.

14) Brokerage Notice Regarding Earnest Money Deposits & Refunds:

Under Alaska law (12 AAC 64.200), earnest money must be deposited into the Real Estate Brokerage trust account in a timely manner. Alaska Statutes and Regulations also require real estate brokerages to ensure the bank has cleared the earnest money deposit before funds can be released. If an offer is not accepted, or Purchase and Sale Agreement terminates, there may be up to fourteen (14) business days delay in refunding the earnest money to the Buyer, to allow the Buyer's check to clear the Real Estate Brokerage Trust Account. If Buyer provides written documentation from their bank showing funds have been deposited in Broker's Trust Account, Alaska Statutes & Regulations require the Broker refund the earnest money to the Buyer not more than one business day after the Buyer's check has cleared.

15) Termination: In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.**16) Time is of the Essence and Remedies:** Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) **If Buyer is in Default:** Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1 above. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- b) **If Seller is in Default:** Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

17) Earnest Money Dispute: Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly after giving notice to Cooperating Broker, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of attorneys' fees and costs.
- c) In the event the Broker makes a determination as to the cause of the failure of the Purchase Agreement and distributes the Earnest Money accordingly, the parties hereto agree to indemnify and hold the Broker harmless from any and all claims, liabilities or losses that either party may incur as a result of the Broker's decision.

18) Mediation: If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, or Broker(s) and/or their representative(s), and is not resolved prior to or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation.**19) Costs and Expenses:** In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

JB / /
Buyer(s) Initials

BB / /
Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:Address: 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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**20) Broker:**

- a) It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or omissions of Buyer or Seller.
- b) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS) and are authorized to report details of the sale to AK MLS.

21) Authorization to Release Information to Brokers:

Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, surveyor and any other related party to this sale to furnish and provide any and all information and copies of documents related to this sale to both the Listing and Selling Brokers and their Licensees.

22) Foreign Investment in Real Property Tax Act: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold a percentage of the gross sales price from the Seller's proceeds as currently required by the U.S. Internal Revenue Service, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to comply with FIRPTA.

23) Attachments:

The following attachments are hereby made part of this Purchase Agreement:

24) Additional Terms and Conditions:

Upon a successful closing of escrow seller shall provide to buyer all engineering work, survey work and technical sheets associated with platting this property.

Buyer agrees to take possession with all current contents on the property at no cost to seller.

Seller to remove all scrap metal from the southern portion of property along with all other personal matter that has accumulated from the work of Mr. Tonsgard of Channel Construction.

Seller to complete removal of the dock.

☐ See attached addendum for additional terms and conditions.

JB / /
Buyer(s) Initials

BB / /
Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:Address 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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Item c.

- 25) Acceptance/Notice of Acceptance/Delivery:** This offer may be accepted by being signed, or electronically signed, by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:
- a) Hand delivery to the other party or the other party's licensee or the other party's Brokerage;
 - b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or
 - c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents. Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed, or electronically signed, original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

- 26) Entire Agreement:** This Purchase Agreement and any attached addenda constitute the whole agreement between the parties. This document may not be modified except in writing and signed by the Parties.
- a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract.
 - b) Buyer agrees that recording of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is recorded.

In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed acceptance prior to 02/25/2022, (date) 5:00 a.m. 5:00 p.m. (time), this offer shall terminate.

This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

Buyer Signature(s)

1. Jeffrey Good 2/23/2022 2. _____ 3. _____
 Jeffrey Good, on behalf of CBW
2/23/2022
 Date _____ Time: _____ a.m. _____ p.m.

Print name(s) to be on documents City and Borough of Wrangell

Address PO Box 531 Wrangell AK 99929

Phone (707) 779-9504 E-Mail jgood@wrangell.com

Name of Selling Broker's Office Anchor Properties

Licensee Signature Bennett McGrath 2/23/2022 Licensee Signature _____
 Bennett McGrath

Selling Licensee #1 Fax Number: 782-4199 Selling Licensee #2 Fax Number: _____

Selling Licensee #1 Email: _____ Selling Licensee #2 Email: _____

JB
 Buyer(s) Initials

BB
 Seller(s) Initials

Land Purchase and Sale Agreement Regarding Property Described As:Address: 7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000

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Item c.

Brokerage Fee:

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at recording a brokerage fee in cash as stated in the Personal Services Agreement (i.e. Listing Agreement, Buyer's Agreement).

Seller Response: (sign only one!)

- Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Property described on the terms and conditions herein stated. Seller understands this is a legally binding contract.**

Seller Signature(s)

1: _____ 2: _____ 3: _____

Date _____ Time: _____ a.m. _____ p.m.

- Seller makes the attached Counter Offer**

Seller Signature(s)

1: Betty Buehler 2: _____ 3: _____Date 2/23/2022 Time: _____ a.m. _____ p.m.

- Seller hereby rejects the foregoing offer and declines to make a Counter Offer**

Seller Signature(s)

1: _____ 2: _____ 3: _____

Date _____ Time: _____ a.m. _____ p.m.

Print name(s) DB AK Enterprises LLC

Address _____

Phone _____ E-Mail _____

Name of Listing Broker's Office Anchor PropertiesLicensee Signature Bennett McGrath Licensee Signature _____

Bennett McGrath

Listing Licensee #1 Fax Number: 782-4199 Listing Licensee #2 Fax Number: _____Listing Licensee #1 Email: bennett@apalaska.com Listing Licensee #2 Email: _____

Form 70117. Originated 09/06. Revised 06/20

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Buyer(s) Initials

Seller(s) Initials

Counter Offer to the Land Purchase and Sale Agreement

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ALASKA
MLS

Item c.

1 Date 02/23/2022
 2 Regarding the Land Purchase Agreement dated 02/23/2022, referencing property commonly known as:
 3 Address: 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000
 4 Legal (the Property): 4-7 USS 3534, 10, 11, 20 P.S.S. USS 2589, 6B, 9B Plat 2015-13, USS 3000
 5 in which City and Borough of Wrangell is/are referred to as Buyer
 6 and DB AK Enterprises LLC is/are referred to as Seller.
 7 **Undersigned accepts all of the terms and conditions in the above designated Purchase Agreement with the**
 8 **following changes or amendments:**

The following dates are changed to not later than (if left blank or stricken-through indicates NO CHANGE):			
Page/Line/Change:	Date:	Page/Line/Change:	Date:
1/21	Verification of funds for an all cash offer:	2/15	Seller approval of Buyer's Ability:
1/34	Apply for New Financing:	3/2	Title:
2/1	Qualification letter/New Financing:	4/18	Inspection:
2/13	Qualification letter/Seller Financing:	4/51	Recording:

9 Purchase price shall be two million five hundred thousand dollars exactly 00/100 \$ 2,500,000
 10

11 **Withdrawal of Counter Offer:** The party making this Counter Offer may withdraw this Counter Offer prior to
 12 notification of acceptance from the other party.
 13 **Seller reserves the right** to continue to offer the Property for sale and accept any other offer prior to notification of
 14 Buyer's acceptance.
 15 **This Counter Offer shall expire** unless the party making this Counter Offer is notified of its acceptance no later than
 16 02/24/2022 (date) 5:00 ☐ a.m. ☒ p.m. (time).
 17

18 Notification of acceptance of this counteroffer may be made only by one of the methods specified in Section 18 of the
 19 Land Purchase and Sale Agreement.

20 2/23/2022
 21 Date: _____ Time: _____ ☐ a.m. ☐ p.m.
 22 ☐ Buyer ☒ Seller 1: Betty Buhler 2: Bennett McGrath
 23 Brokerage Anchor Properties Licensee(s) Bennett McGrath
 24 Bennett McGrath

25 **The undersigned accepts the above Counter Offer**

26
 27 Date: _____ Time: _____ ☐ a.m. ☐ p.m.
 28 ☒ Buyer ☐ Seller 1: _____ 2: _____ 3: _____
 29 Brokerage Anchor Properties Licensee(s) Bennett McGrath

MEMORANDUM

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

FROM: Steve Miller
Port Director

SUBJECT: TIDELINE CONSTRUCTION LLC REQUEST TO PURCHASE PARCELS 03-011-100, 03-011-152 AS WELL AS A SMALL PORTION OF PARCELS 03-011-200, 03-011-150, AND 03-010-150.

DATE: February 7, 2025

BACKGROUND:

At its regular meeting on February 6, 2025, the Port Commission reviewed Tideline Construction LLC's request to purchase approximately 10 acres of property at the former 6-mile mill site. Currently, a lease agreement with Channel Construction is in effect; however, Channel Construction has provided a letter of support for the sale and agreed to terminate its lease of the barge landing area upon closing.

Further, Tideline's commitment to removing and repurposing existing materials on-site will help improve the area's overall condition at no cost to the City. The continued use of the barge landing area for industrial purposes aligns with Wrangell's long-term infrastructure and business needs. Tideline Construction LLC will be responsible for all costs associated with necessary surveys and any required environmental assessments, ensuring there is no financial burden on the City.

RECOMMENDATION:

The Port Commission voted unanimously to recommend that the Assembly and Planning and Zoning proceed with the sale to Tideline Construction LLC.

PLANNING DEPARTMENT

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



Date: April 28th, 2025

To: Honorable Mayor and Borough Assembly
Mason Villarma, Borough Manager
Kim Lane, Borough Clerk

From: Kate Thomas, Economic Development Director

Subject: Request from William Tonsgard of Tideline Construction, LLC. to purchase a portion of Borough-owned real property and tidelands commonly known as the Deep-Water Port (formerly Mill Property)

Recommendation: The Planning and Zoning Commission and Economic Development Board voted unanimously to recommend to the Borough Assembly the sale of a portion of the Deep-Water Port as requested, with conditions.

Attachments: 1. Aerial Map of Property and Parcel Layout

On April 1, 2025, the Economic Development Board, and on April 10, 2025, the Planning and Zoning Commission, reviewed Tideline Construction's request to purchase approximately 9.7–11 acres of Borough-owned property located at the southern end of the Deep-Water Port Industrial Site. Both bodies voted unanimously to recommend approval to the Borough Assembly.

The Planning Commission approved the following conditions:

- Prior to the sale, Tideline Construction shall provide a detailed development plan for the proposed use of the property, including specifics on building placement, processing operations, stormwater management, and site layout.
- The specific parcels to be included in the sale shall be delineated and agreed upon by both Borough and Tideline Construction for subdivision planning and platting.
- Negotiations for the terms of sale shall include considerations for site cleanup, infrastructure development (including road access and utility extensions), and either fair market value for the land or an equal or greater value derived from the proposed site improvements.
- A comprehensive review of potential environmental impacts associated with both the existing site conditions and Tideline Construction's proposed expanded operations shall be conducted, and mitigation measures identified as necessary.

- Prior to the sale closing, a subdivision plat, reflecting the agreed-upon parcel boundaries and meeting all applicable Borough and State regulations, shall be reviewed and approved by the Planning and Zoning Commission and recorded with the appropriate agency.

Included herein is a summary of the findings of fact, meeting discussion, and relevant public input. The Deep-Water Port Industrial Site was formerly a major logging operation, later cleared and remediated for redevelopment. Tideline Construction's sister company, Channel Construction, currently operates scrap metal collection at the site. Their proposed expansion will enhance local economic opportunities by adding scrap metal processing infrastructure and vehicle processing capabilities. Employment opportunities for Wrangell residents are expected to grow through the expansion of these operations and the construction of a new maintenance shop under a new entity, Stikine Recycling.

Financially, Tideline's proposal includes two options: a direct purchase for \$250,000 with added value in labor, or a property for labor exchange based on a comprehensive site cleanup valued at \$710,000. Both Planning and Zoning and Economic Development Board discussions emphasized that the project is consistent with Waterfront Development District zoning and the Borough's goals for multi-use development of the site.

Considerations were discussed regarding the distance from existing utilities, the need for subdivision and environmental review, and the importance of responsible stormwater and drainage planning. Public input, including a memo from the Port Commission, supports private sector-led recycling and industrial activities at the site.

Negotiations will address the necessary survey, appraisal, subdivision recording, environmental conditions, and terms of sale to ensure the transaction aligns with the Borough's best interests and protects future development opportunities at the Deep-Water Port Industrial Site.

Mill Area - Purchase Proposal

Area which will suit our needs for implementing proposed operation.
This area is approximately 11 acres.

Legend

TL land purchase

Item c.



CITY & BOROUGH OF WRANGELL

OFFICE OF THE BOROUGH CLERK

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



PUBLIC LAND & TIDELANDS PURCHASE APPLICATION

WMC 16.12.010 - 16.12.180

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

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

Applications to purchase borough-owned real property or borough-owned tidelands shall be submitted to the borough clerk. The borough clerk shall submit the application to the planning and zoning commission and if borough-owned tidelands, to the port commission for comments in favor or against the sale.

After the report(s) have been received by the borough clerk from the planning and zoning commission or the port commission (if borough-owned tidelands), the borough clerk shall place the request for purchase on an upcoming regular borough assembly agenda, as a public hearing item, for the assembly to approve moving forward with the sale. All property owners within 300 feet shall be notified by mail regarding the public hearing.

SECTION I.

APPLICANT'S FULL NAME <input type="text"/>	EMAIL ADDRESS <input type="text"/>	PHONE NUMBER <input type="text"/>
Tideline Construction, LLC	will@tidelineak.com	(907)209-8397

APPLICANT'S PHYSICAL ADDRESS <input type="text"/>
2685 Channel Drive, Juneau, AK, 99801

APPLICANT'S MAILING ADDRESS <input type="text"/>
PO Box 32121, Juneau, AK, 99803

SECTION II.

REQUEST TO PURCHASE OR EXCHANGE	PURCHASE <input checked="" type="checkbox"/>	EXCHANGE <input type="checkbox"/>
REQUEST TO PURCHASE TIDELANDS OR REAL PROPERTY	TIDELANDS <input checked="" type="checkbox"/>	REAL PROPERTY <input checked="" type="checkbox"/>

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

PARCEL ID NUMBER <input type="text"/>	PHYSICAL ADDRESS <input type="text"/>
See attached map	Mile 6 Zimovia Hwy
LOT: see attached BLOCK: SUBDIVISION:	

LEGAL ACCESS TO LOTS (STREET NAME) <input type="text"/>
Zimovia Hwy

CURRENT ZONING OF PROPERTY <input type="text"/>	LOT SIZE <input type="text"/>
Industrial	see attached

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

Item c.

SECTION III.

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

See attached for map

STATE THE PURPOSE AND PROPOSED USE OF THE PROPERTY.

Proposed use will initially be a scrap metal recycling area and staging area for scrap barges and construction equipment. As infrastructure is built, it will likely also evolve into processing of vehicles for the scrap operation as well as a heavy equipment repair shop.

DESCRIBE THE IMPROVEMENTS THAT WILL BE ADDED TO THE PROPERTY.

If an agreement is made on a purchase, our first improvement to the property will likely be establishing utilities such as water, sewer and electricity. Eventually for the vehicle processing, an oil water separator system will need to be installed as well as contained tank areas for temporary fluid storage. A heavy equipment repair shop is likely to be eventually built on the property.

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

START DATE **TBD**

END DATE **TBD**

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

COST: \$500000

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

No adverse effects on traffic, parking or other utilities are expected in this property investment.

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

Item c.

SECTION III. (CONT.)

If the applicant wishes to purchase real property or tidelands for the purposes of economic development, the assembly may determine, in its sole discretion, that it is in the best interest of the Borough to dispose of the property, which has a value of \$1,000,000 or less, without requests for proposals or sealed bid procedures and at less than fair market value. In determining the best interests of the borough under the Wrangell Municipal Code, the assembly may consider any relevant factors, which may include:

- i. The desirability of the economic development project.
- ii. The actual or potential economic benefits to the borough, its economy and other businesses within the borough.
- iii. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise.
- iv. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing.
- v. Actual or potential local employment due to the economic development project.
- vi. Actual and potential enhancement of tax and other revenues to the borough related to the project.
- vii. Existing and reasonably foreseeable land use patterns and ownership.

SECTION IV. ACKNOWLEDGEMENT

I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I understand that incomplete applications will not be accepted and that all fees must be paid prior to review of this application.

SIGNATURE OF APPLICANT

DATE

1/24/25



Proposal to Purchase Mill Property Parcels from the City of Wrangell

Date: January 3, 2025

Address: 205 Brueger St, Wrangell, AK 99929

From: William Tongard III

Owner, Tideline Construction, LLC

Address: PO Box 32121, Juneau, AK 99803

Contact: will@tidelineak.com, (907) 209-8397

Subject: Proposal to Purchase Parcels

Tideline Construction LLC is pleased to submit this proposal to purchase part of the old mill property located next to Zimovia Highway, from the City of Wrangell. We believe this land investment will be mutually beneficial and contribute to the economic development of the area.

Company Overview

Tideline Construction, LLC is a family-owned and operated construction business based in Juneau, Alaska. Founded in 2019 by William Tongard III, the company specializes in civil construction, including excavation, slope stabilization, material placement, road building, demolition, and rock crushing. Tideline has successfully completed numerous small-scale projects in Southeast Alaska and has supported larger contractors through material production, including in Juneau, Hoonah, Sitka, Prince of Wales and at the Kensington Gold Mine.

As of 2025, Tideline is a certified DBE with the State of Alaska, is SDVOSB with SBA and is progressing towards an 8a certification with SBA which we expect will result in additional workload for at least 8 years once certification is achieved.

Background and Intentions

Channel Construction, our sister company, currently leases the property for the use of scrap collection. Tideline intends to continue use of the site as scrap metal collection point for most of SE Alaska but expand the use into processing of scrap metal into different categories and eventually install infrastructure necessary to process vehicles.

We estimate that 1-2 bulk scrap barge loads per year would continue to be loaded and exported from the site as Channel has been doing since leasing the property. Additionally, when needed, equipment would be transferred to/from the site when needed for construction work. It is therefore highly important that our current waterside access is maintained so that this can continue, otherwise the operations will not make sense to implement.

We also plan to construct a shop at the location for the purpose of maintaining the construction and recycling equipment. This development will mean Tideline would base all equipment assets from Wrangell, form a new DBA (Stikine Recycling), and a certain number of jobs for Wrangell residents would be available at the resulting scrap recycling yard as operations grow.

Additionally, once a shop is constructed, Tideline would likely hire 1-2 mechanics to staff the shop and a certain number of operators/laborers on its construction projects.

Community Benefit

Construction and subsequent scrap operations will create numerous job opportunities for residents. The proposed scrap operation would eventually result in 2-3 full-time jobs for

residents of Wrangell as we will need to cut and sort different grades of scrap metal, while the shop and construction jobs will vary dependent on the volume of work Tideline acquires through bids and the construction season. We are expecting to grow our capabilities and thus our workload in both construction and recycling over the next 5 – 10 years, which will result in additional job opportunities.

Our private operation of a scrap metal collection point in Wrangell will also decrease the costs for the Public Works department in dealing with the scrap metal.

Services Offered

Tideline Construction offers a range of services, including:

1. Civil Construction:

- Excavation and grading
- Slope stabilization and erosion control
- Road and utility construction
- Demolition and site preparation
- Material placement, including crushed rock and riprap

2. Rock Crushing and Aggregates:

- On-site rock crushing for use in road building and other construction projects
- Aggregate production for sale to the public and commercial use

3. Recycling and Remediation:

- Recycling of scrap metal, including vehicles, marine vessels, and heavy equipment
- Environmental cleanup and remediation
- Asbestos Abatement

4. Future Services Planned

- Waste Shredding (tires, wood, building debris, metals, plastics)

Proposal Offer

We propose to purchase the parcels 03-011-100, 03-011-152. Additionally, small portions of parcels 03-011-200, 03-011-150 and 03-010-216 are of interest to us and would be desired to run our operations effectively, either through subdivision of them and sale or long-term leasing/lease purchase. The financial offer would be \$250,000 for the two full parcels referenced above.

Tideline would finance the purchase of these parcels of property through its bank. This offer is based on current assessed valuations available and our assessment of known current conditions

of the land, including past fill types that exist on the parcels we are interested in. Regarding the need for partial use of three larger parcels, please find our attached map and our following proposal.

In exchange for the additional portions and tideland areas shown on our attached map, Tideline would remove the large chip pile from the waterfront North of our proposed area and grade that area to match the immediate surrounding elevation. The saw dust chips would be moved to the South end of the property that we are proposing to purchase and would be spread out and used as fill, after which that area would be capped with crushed or shot rock.

With that being said, we are open to negotiating the terms of sale on the other portions to reach a mutually agreeable arrangement for the remaining area we would need. Additional items that we would be open negotiating into the sale would be demo/disposal of buildings on site such as the remaining mill buildings.

Conclusion

Tideline Construction, LLC is excited about the opportunity to contribute to the growth and development of Wrangell. We are confident that our proposal will bring significant benefits to the community and look forward to working with the City of Wrangell to make this vision a reality.

Thank you for considering our proposal. I am available to discuss this further at your earliest convenience if clarifications are needed.

Sincerely,

William Tonsgard III
Owner, Tideline Construction, LLC

Mill Area - Purchase Proposal

Area which will suit our needs for implementing proposed operation.
This area is approximately 11 acres.

Legend

TL land purchase

Item c.





Tideline Construction, LLC

PO Box 32121

Juneau, AK 99803

Item c.

Estimate

Date	Estimate #
1/6/2025	70

Name / Address

Channel Construction, Inc.
PO Box 33359
Juneau, AK 99803
USA

Description	P.O. No.		Terms		Project	
	Qty		U/M		Due on re...	
Description	Qty		U/M		Rate	Total
Price to MOB to work location	1		LS		60,000.00	60,000.00
Excavation, sawdust pile on site at Wrangell Mill, excavate to surrounding elevation	1		LS		21,000.00	21,000.00
Articulated Trucks, relocate material to area to be capped, spread	1		LS		31,500.00	31,500.00
Placing, sawdust	1		LS		15,000.00	15,000.00
Placed 3" Minus, 100x100' area	1,500		CY		27.00	40,500.00
Placed D1, 100x100' area	500		CY		40.00	20,000.00
Work is assuming a 3' lift of 3" minus on top of placed sawdust material. Pricing assumes sawdust spread in 100x100' area approximately 1-2' thick. 1' lift of D1 spread on top of area for surface course cap. Additional rock needed to cap area current sawdust pile area if desired. Pricing assumes one way trip with equipment to Wrangell by barge with all equipment needed. If the work was to be put out to bid, additional fees would be involved with mobilization. Pricing includes lodging, room & board, travel, fuel, equipment time and rock pricing to cap area where material will be placed. Equipment needed includes tug and barge, D6R, L220H, x2 A35F Articulated haulers, EC460 Excavator, Caterpillar Compactor. Additionally, crushed rock from a local quarry would be necessary for the capping material and highway trucks would likely be needed to haul it to the location. Pricing excludes any permits, additional mob that could be needed or additional rock needed. All pricing assumes above quantities are correct.						
					Total	\$188,000.00
	Proposals must be signed prior to work commencing		Signature			

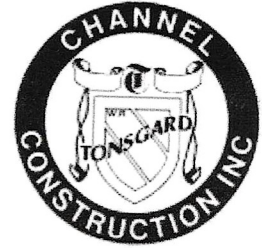
City of Wrangell

205 Brueger St

Wrangell, AK

99929

1/31/25



Channel Construction, Inc.

PO Box 33359

Juneau, Alaska

99803

Subject: Wrangell 6 Mile Mill Property Lease

Mason,

This letter is regarding Tideline Construction, LLC's recent proposal to purchase parcels of the property to include parcels that Channel is currently leasing. Our operations align with Tideline, and I fully support the proposal my son has put forth to purchase the property. Should the proposal be accepted and the City of Wrangell does move forward with a sale, Channel will agree to terminate its lease of the barge landing area upon closing of the sale. Because of Tideline's relationship with Channel, we would also plan to work alongside Tideline to further develop the property that will be economically beneficial to the Borough.

Sincerely,

William Tonsgard, Jr.

President, Channel Construction, Inc.

Alternative Proposal to Purchase Mill Property Parcels from the City of Wrangell



Date: March 28, 2025

Address: 205 Brueger St, Wrangell, AK 99929

From: William Tonsgard III

Owner, Tideline Construction, LLC

Mailing Address: PO Box 32121, Juneau, AK 99803

Contact: will@tidelineak.com | (907) 209-8397

Subject: Alternative Proposal to Purchase Property Parcels

Introduction

Tideline Construction, LLC is pleased to present this alternative proposal to purchase a portion of the former mill property located adjacent to Zimovia Highway in Wrangell, AK. This proposal represents an alternative to our previous offer and focuses on a cleanup project that will benefit both parties while advancing economic opportunities in Wrangell.

Proposed Cleanup in Exchange for Property

We propose to perform a comprehensive cleanup of the site in exchange for the parcels of land outlined in the map provided in our earlier proposal. Our goal is to improve the property and facilitate future development by addressing a variety of site issues.

Tideline will provide the necessary equipment, materials, and labor to complete the following:

- **Removal of sawdust pile** to surrounding grade
- **Removal and disposal of alders and brush** on the northern side of the 42-acre property
- **Removal and disposal of log boom sticks**
- **Removal and disposal of miscellaneous ground debris**
- **Removal and disposal of concrete footings and foundations** to surrounding grade or pavement elevation
- **Interior demolition of the "Shipping and Receiving" building** on the north end of the property, including debris removal
- **Demolition and disposal of two structures** in the middle section of the property, south of the Maintenance Shop
- **Disposal of generator and associated fluids** in its current location
- **Disposal of abandoned heavy equipment**
- **Disposal of downed electrical lines** from power poles considered "dead"
- **Site grading**
- **Removal of spud** from sunken barge north of the property
- **Removal and disposal of failed rail car bulkhead sections**

Equipment to be Provided

Tideline will provide the following equipment to complete the tasks above:

- 988B front-end loader with Surestrike attachment for breaking concrete foundations
- Two (2) A35 articulated haul trucks for hauling debris, trees, and logs to disposal and burn areas
- EC460 excavator with cleanup bucket, rock bucket, and Shearforce magnet attachment for metal and debris cleanup
- L180H and L220H front-end loaders with GP buckets, log fork attachment, and GP fork attachments for truck loading and cleanup
- Hitachi 470 for additional excavation needs
- Tug and barge for spud pile removal
- L70 front-end loader with GP bucket and forks for interior cleanup of standing buildings
- Fluid draining equipment and associated tanks for the disposal of hazardous liquids
- Mack MD642 service truck with crane, tools, parts, and diagnostic laptop for on-site breakdowns; a second service truck will serve as a backup and also as a fuel truck

Precautionary Measures

Tideline Construction adheres to MSHA and OSHA regulations, outfitting all equipment with serviceable fire extinguishers, which are inspected annually. Many of the vehicles and equipment are also stocked with spill kits in the event of accidental spills or breakdowns, including the tug and barge.

A burn permit will be obtained from the Alaska Department of Environmental Conservation (AKDEC) Division of Air Quality for any controlled burns. Two qualified air quality emissions observers employed by Tideline will monitor the burn to ensure compliance with DEC regulations. A designated attendant will remain at the burn site at all times.

The controlled burn location will be chosen to ensure maximum distance from public roads, buildings, and vegetation. The City of Wrangell will have input on the final location of the controlled burn.

Value of Proposed Cleanup

Tideline Construction estimates the value of this cleanup project to be \$710,000.00. We are committed to completing the work in exchange for the property, regardless of whether the value of the property is lower or higher than the cleanup costs.

Conclusion

Tideline Construction looks forward to receiving a favorable response to this proposal, as it

offers significant benefits to both parties. We are eager to help revitalize the site, enhance economic opportunities, and contribute to the future development of Wrangell.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Tongard III', with a stylized, cursive script.

William Tongard III
Owner, Tideline Construction, LLC

Figure 2. Conceptual Site Plan Option A

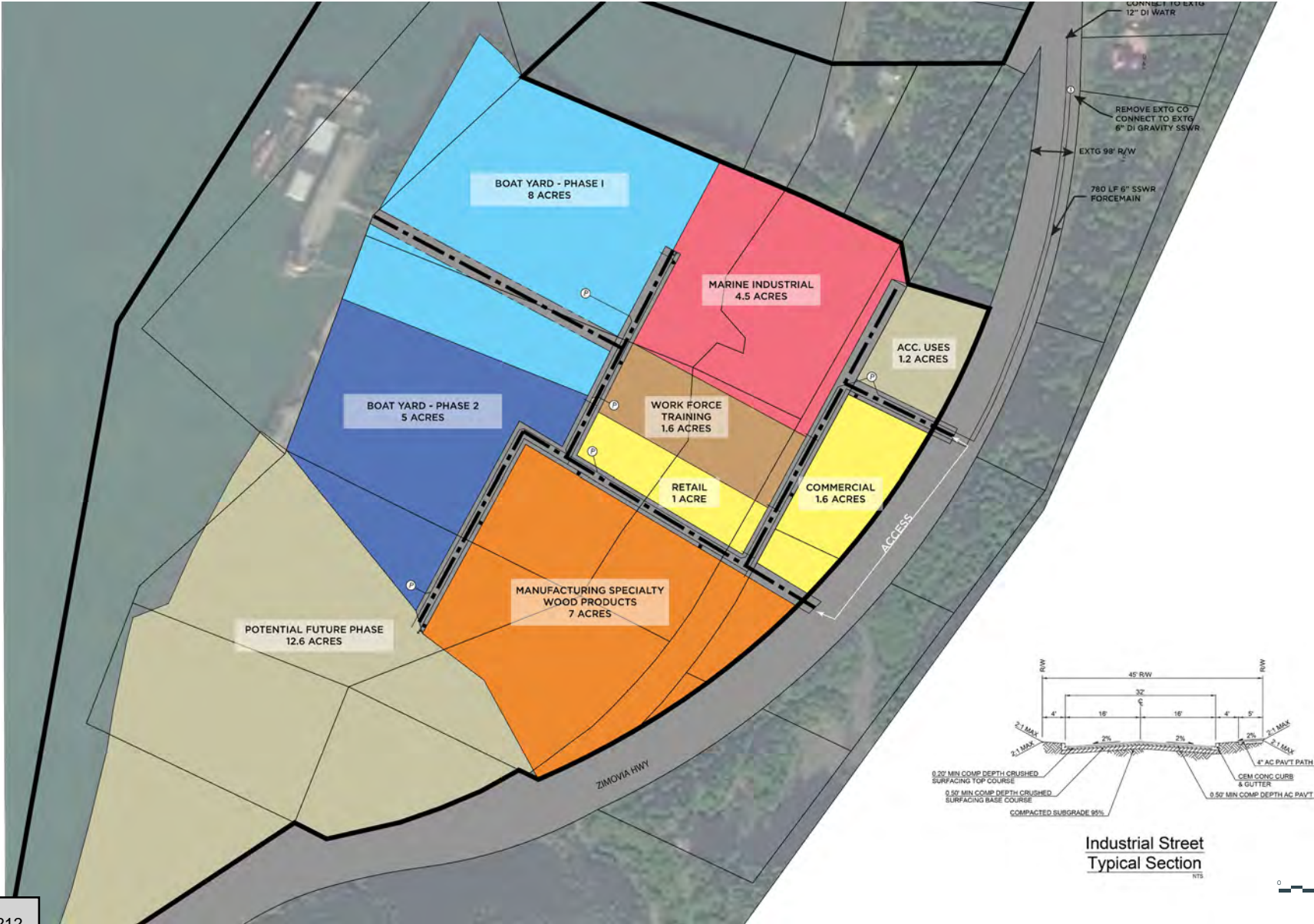


EXHIBIT A

Site Clean-Up Services to be Provided by Purchaser

As consideration for the acquisition of the Property, Purchaser shall, at its sole cost and expense, provide all equipment, materials, labor, and supervision necessary to perform a comprehensive clean-up of the Property. Purchaser's obligations shall include, but are not limited to, completion of the following services subject to satisfactory inspection by the Seller:

1. **Removal of Sawdust Pile**
 - Remove and level the existing sawdust pile to surrounding grade elevation.
2. **Clearing of Alders and Brush**
 - Remove and dispose of all alders and brush located on the northern side of the 42-acre property.
3. **Removal of Log Boom Sticks**
 - Remove and dispose of log boom sticks located on the Property.
4. **Removal of Miscellaneous Ground Debris**
 - Remove and dispose of miscellaneous debris scattered across the Property.
5. **Removal of Concrete Footings and Foundations**
 - Remove and dispose of concrete footings and foundations, bringing areas to surrounding grade or existing pavement elevation.
6. **Interior Demolition of "Shipping and Receiving" Building**
 - Perform complete interior demolition of the "Shipping and Receiving" building located on the north end of the Property, including debris removal and proper disposal.
7. **Demolition of Two Middle Structures**
 - Demolish and dispose of two existing structures located south of the Maintenance Shop in the middle section of the Property.
8. **Disposal of Generator and Associated Fluids**
 - Remove and properly dispose of the generator currently located on-site, including disposal of any associated fluids in compliance with all applicable environmental regulations.
9. **Disposal of Abandoned Heavy Equipment**
 - Remove and dispose of all abandoned heavy equipment remaining on the Property.
10. **Disposal of Downed Electrical Lines**
 - Remove and dispose of all downed electrical lines from power poles that are confirmed to be de-energized ("dead").
11. **Site Grading**
 - Perform final site grading to create a smooth, stable, and uniform surface appropriate for future development.
12. **Surface Approach and Fill Pad North of the Old Dock**
 - Fill and stabilize the northern corner of the 42-acre parcel to an elevation and condition suitable for future installation of a bulkhead or ramp suitable for multimodal marine transportation (i.e., movement of heavy equipment, passengers, goods, etc.)

13. Removal of Spud from Sunken Barge

- Remove the spud from the sunken barge located north of the Property.

14. Removal of Failed Rail Car Bulkhead Sections

- Remove and dispose of all failed rail car bulkhead sections located on the Property.

General Provisions:

- All debris, waste, and hazardous materials removed from the Property shall be properly transported and disposed of at facilities permitted to receive such materials.
- All work must be performed in compliance with applicable federal, state, and local laws, including environmental and safety regulations.
- Purchaser shall complete the clean-up work to the reasonable satisfaction of Seller and in a manner that facilitates future site development.
- The obligations set forth in this Exhibit A shall survive Closing and shall not be deemed merged into any of the documents executed or delivered at Closing.

EXHIBIT B**AGREEMENT TO ACCEPT MUNICIPAL SCRAP METAL FROM WRANGELL TRANSFER STATION**

This Exhibit B sets forth the terms and conditions governing Tideline Construction, LLC's ("Purchaser") agreement to accept all municipal scrap metal, excluding white goods (appliances such as refrigerators, washers, dryers, ovens, etc.), from the Wrangell Transfer Station, operated by the City and Borough of Wrangell ("Seller"), as partial consideration pursuant to the Real Estate Purchase and Sale Agreement dated ____, 2025 ("Agreement").

1. Acceptance of Scrap Metal: Purchaser agrees to accept, receive, and take possession of all municipal scrap metal (excluding white goods) delivered by Seller or its authorized agents from the Wrangell Transfer Station.

2. Delivery and Collection: Seller shall be responsible for the delivery of the municipal scrap metal to Purchaser's designated facility. The Parties shall mutually agree upon delivery schedules and logistics to ensure efficient transfer and acceptance.

3. Duration and Termination: This Agreement to accept municipal scrap metal shall continue in perpetuity unless terminated or amended by mutual written agreement of the Parties.

4. Cost and Value: Acceptance of the municipal scrap metal by Purchaser represents partial consideration for the real property conveyed under the Agreement. No additional payment or compensation shall be due to either Party for the scrap metal, as its acceptance constitutes part of the purchase price outlined in the Agreement.

5. Compliance with Laws: Purchaser shall comply with all applicable federal, state, and local laws, rules, and regulations regarding the handling, transportation, storage, processing, recycling, or disposal of the scrap metal accepted under this Agreement.

6. Liability and Indemnification: Purchaser shall indemnify, defend, and hold Seller harmless from and against any claims, demands, liabilities, costs, or damages, including reasonable attorneys' fees, arising from or relating to Purchaser's handling, storage, processing, recycling, or disposal of the municipal scrap metal accepted under this Agreement after delivery by Seller.

7. Miscellaneous: All capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Exhibit B as of the date of execution of the Agreement.

PURCHASER:

Tideline Construction, LLC

By: _____

Name: William Tonsgard III

Title: Owner

SELLER:

City and Borough of Wrangell

By: _____

Name: Patty Gilbert

Title: Mayor

By: _____

Name: Mason Villarma

Title: Borough Manager

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	12

RESOLUTION NO. 05-25-1940 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF PUBLIC LAND ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE CHAPTER 16.12, SPECIFICALLY, LOTS 2 THROUGH 22 (EXCLUDING LOT 10), SHOEMAKER BAY SUBDIVISION II, WRANGELL RECORDING DISTRICT, AND REPEALING RESOLUTION NO. 04-25-1937

<u>SUBMITTED BY:</u>
Mason Villarma, Borough Manager

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

<u>FISCAL NOTE:</u>	
Expenditure Required: \$XXX Total	
Fiscal Year (FY):	Amount: \$
Amount Budgeted:	
FY:	\$
Account Number(s):	
XXXXXX XXX XXXX	
Account Name(s):	
Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):	
\$XXX	

ATTACHMENTS: 1. RES 05-25-1940 2. NEW Appraisal 3. Preliminary Plat

RECOMMENDATION MOTION:

Move to approve Resolution No. 05-25-1940.

SUMMARY STATEMENT:

This Resolution is before you this evening because Resolution No. 04-25-1937 that the assembly approved on April 22nd was based on an appraisal that was from 2023.

The valuations for each lot needed to be reassessed. Therefore, we are asking that the assembly approve this amended resolution that will also repeal Resolution No. 04-25-1937.

The valuations have increased an average of \$4,195 (from \$3,400 to \$5,900) for each lot.

Also, due to a delay in the Phase 1 Roadway and Utility project completion, the resolution also amends the time from 90 days to 120 days that the lots will be listed on the auction site.

If approved, this resolution will replace previously approved Resolution 04-25-1937 in its entirety.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 05-25-1940

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE SALE OF PUBLIC LAND ON THE PUBLIC SURPLUS WEBSITE IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE CHAPTER 16.12, SPECIFICALLY, LOTS 2 THROUGH 22 (EXCLUDING LOT 10), SHOEMAKER BAY SUBDIVISION II, WRANGELL RECORDING DISTRICT, AND REPEALING RESOLUTION NO. 04-25-1937

WHEREAS, the Borough is the owner of the following described real property:

LOT 2, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,289 sq. ft.)
LOT 3, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,856 sq. ft.)
LOT 4, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,496 sq. ft.)
LOT 5, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,562 sq. ft.)
LOT 6, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,996 sq. ft.)
LOT 7, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,445 sq. ft.)
LOT 8, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,083 sq. ft.)
LOT 9, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,193 sq. ft.)
LOT 11, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,000 sq. ft.)
LOT 12, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,795 sq. ft.)
LOT 13, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,100 sq. ft.)
LOT 14, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,384 sq. ft.)
LOT 15, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,446 sq. ft.)
LOT 16, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,509 sq. ft.)
LOT 17, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,571 sq. ft.)
LOT 18, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,873 sq. ft.)
LOT 19, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,413 sq. ft.)
LOT 20, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,346 sq. ft.)
LOT 21, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (17,170 sq. ft.)
LOT 22, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,723 sq. ft.)

; and

WHEREAS, the Borough Assembly has determined it is in the public interest for the Borough to divest itself of this property; and

WHEREAS, the appropriate pre-sale work obtaining an Appraisal has been completed; and

WHEREAS, the Borough Assembly desires to sell said property via Public Surplus platform; and

WHEREAS, the requirements for the sale of public land have been followed in conformance with Wrangell Municipal Code Chapter 16.12.

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

Section 1. **AUTHORIZATION.** The Assembly of the City and Borough of Wrangell, Alaska authorizes the Borough Manager to sell Borough-owned real property. The square footage stated below may or may not change, based on the final survey:

LOT 2, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,289 sq. ft.)
LOT 3, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,856 sq. ft.)
LOT 4, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,496 sq. ft.)
LOT 5, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,562 sq. ft.)
LOT 6, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,996 sq. ft.)
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LOT 18, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,873 sq. ft.)
LOT 19, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,413 sq. ft.)
LOT 20, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,346 sq. ft.)
LOT 21, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (17,170 sq. ft.)
LOT 22, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,723 sq. ft.)

Section 2. **PROCEDURES FOR PUBLIC SALE.** The Assembly of the City and Borough of Wrangell establishes the following procedure for the sale of the Borough-owned real property Lots as described in Section 1.

1. **Public Surplus Auction Website.** The property shall be made available on the Public Surplus Site for not less than ~~ninety (90)~~ **one hundred twenty (120)** days, specifically from July 1, 2025, through ~~September 29~~ **October 31, 2025** at 3:00pm ADT.
2. **Qualifications, Eligibility and Exclusions of Bidders:**
 - a. All bidders must be eighteen (18) years of age or older; and
 - b. Must be current on all payments or debts owed to the borough, including but not limited to, property tax and public utility bills.
3. **Restrictions on Successful Bidders.** Successful participants are subject to the following restrictions and covenants:
 - a. The successful bidders shall follow current zoning requirements as outlined in WMC 20.16 – Single-Family Medium Density, including that all lots shall not be reduced in size.

- b. The successful bidder shall not sell their parcel(s) until the participant has paid their full purchase price to the City and Borough of Wrangell.

4. **Minimum Bid Established.** The minimum bid for these properties shall be listed at 100% of the properties' appraised values:

Description:	Starting Bid:
LOT 2, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,289 sq. ft.)	\$60,900 \$65,900
LOT 3, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,856 sq. ft.)	\$59,600 \$65,500
LOT 4, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,496 sq. ft.)	\$64,500 \$69,900
LOT 5, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,562 sq. ft.)	\$64,700 \$70,100
LOT 6, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,996 sq. ft.)	\$60,000 \$65,000
LOT 7, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,445 sq. ft.)	\$64,300 \$69,700
LOT 8, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,083 sq. ft.)	\$63,300 \$68,500
LOT 9, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,193 sq. ft.)	\$69,600 \$75,400
LOT 11, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,000 sq. ft.)	\$51,300 \$55,100
LOT 12, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,795 sq. ft.)	\$56,100 \$60,300
LOT 13, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,100 sq. ft.)	\$59,700 \$64,100
LOT 14, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,384 sq. ft.)	\$57,700 \$62,000
LOT 15, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,446 sq. ft.)	\$55,200 \$59,300
LOT 16, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,509 sq. ft.)	\$52,700 \$56,600
LOT 17, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,571 sq. ft.)	\$50,100 \$53,900
LOT 18, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,873 sq. ft.)	\$51,000 \$54,700
LOT 19, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,413 sq. ft.)	\$55,100 \$59,200
LOT 20, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,346 sq. ft.)	\$60,300 \$64,800
LOT 21, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (17,170 sq. ft.)	\$46,400 \$49,800
LOT 22, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,723 sq. ft.)	\$64,100 \$68,800

The square footage stated above may or may not change, based on the final survey:

5. **Bidders Registration and Fee Required.** Bidders shall be required to register in advance of the online auction on the Public Surplus Website (www.publicsurplus.com) and pay a \$500 registration fee. This fee shall be refunded to the winning bidder upon final payment to the borough. The fee shall be refunded to all non-successful bidders. If the winning bidder fails to purchase the parcel in conformance with the prescribed parameters, the bidder forfeits the registration fee. The registration fee must be paid on the Public Surplus Website.
6. **Sale Terms (non-borough financing).** The winning bidder shall sign a Purchase Agreement within ten (10) days of the closing of the auction, which will include land covenants. The property may be purchased with 20% of the winning bid amount as down payment, payable within ten (10) business days from the signing of the Purchase Agreement, with the balance due to the Borough in sixty (60) days. If bidder does not pay in full within the times specified in this section, they shall forfeit their \$500.00 deposit and the parcel shall be offered to the next highest bidder from the Public Surplus Site.
7. **Sale Terms (borough financing).** The borough may offer in-house financing at a premium, with the terms and conditions outlined in a Purchase Agreement. The winning bidder shall be required to notify the borough within ten (10) business days of the auction closing date that they wish to finance their property with the borough. After notifying the borough of their intent to finance through the borough, the winning bidder shall be required to sign a Purchase Agreement, which will include

- land covenants, withing five (5) days of notification to the borough. If bidder does not contact the borough within ten (10) business days to notify the borough of their intent to finance, they shall forfeit their \$500.00 deposit and the parcel shall be offered to the next highest bidder from the Public Surplus Site.
8. **Type of Deed.** Title shall be conveyed by quitclaim deed. A Restrictive Covenants Agreement must be signed by the purchaser and shall be recorded along with the quitclaim deed as attachment "A".
 9. **Property Not Sold at Auction.** If the properties are not sold in the initial timeframe in which the auction was listed, they shall be relisted on the Public Surplus Auction Website in increments of thirty (30) days until sold. They shall be listed at the full appraised values as listed above.
 10. **Borough Manager Authorized to Administer.** The Borough Manager is authorized to develop whatever administrative procedures, forms and policies are necessary to implement this resolution.
 11. **Other.** Purchaser shall be responsible for all recording fees with the State Recorder's Office. Purchaser will be required to obtain any necessary federal/state/local permits for development of the land. These permits may include, but are not limited to, Corps of Engineers, Local building permit or other land use permits.

Section 3. **PUBLIC NOTICE REQUIRED.** In conformance with Wrangell Municipal Code Section 16.12.040(b) the Borough Clerk shall give notice of the sale by publication of notice in a newspaper of general circulation in the Borough at least 60 days before the date of the sale, and the notice shall be posted within that time in at least three public places in the borough.

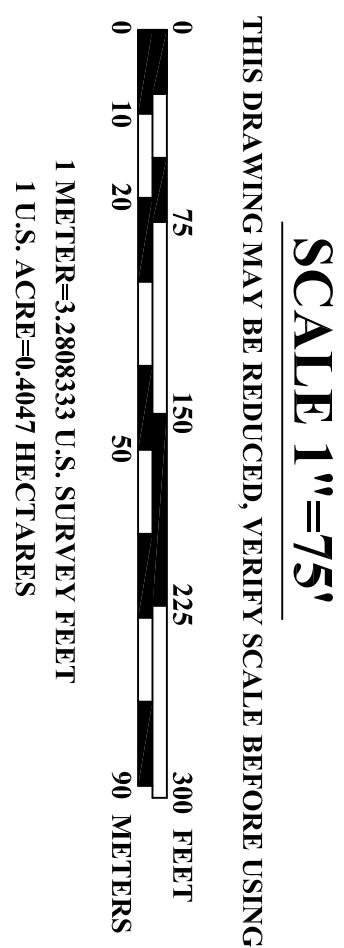
PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA THIS 13th DAY OF MAY, 2025.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

LEGEND	
	BLOCK NUMBER
	PRIMARY MONUMENT REMOVED THIS SURVEY
	FOUND BLM/GLO MONUMENT
	SECONDARY MONUMENT SET THIS SURVEY
	SECONDARY MONUMENT RECOVERED
	MONUMENT NUMBER
	SET PRIMARY MONUMENT THIS SURVEY
	FOUND PRIMARY MONUMENT
	UNSURVEYED
	SERVED
	ROW CENTERLINE
	OVERHEAD ELECTRICAL LINE
(R1)	RECORD PER U.S. No. 3709 (PLAT 65-250)
(R2)	RECORD PER SHOEMAKER BAY SUBD. (PLAT 87-9)
(R3)	RECORD PER U.S. No. 3403 (SUBD. OF LOT 4, U.S.S. No. 3403)
(R4)	RECORD PER TRUST LAND SURVEY No. 2018-10 (PLAT 2020-5)
XX	MEASURED DATA
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(TBD)	TO BE DEDICATED TO THE PUBLIC BY THIS PLAT

CURVE TABLE			
CURVE DELTA	RADIUS	ARC CHORD	CH. BEARING
C1	30°09'57"	2343.15	1233.65 N30°29'13"W
C2	13°07'45"	2343.15	556.93 S55°75' S21°58'08"E
C3	0°44'02"	2343.15	30.02 S28°54'01"E
C4	0°44'01"	2343.15	30.01 S29°38'03"E
C5	2°26'16"	2343.15	99.70 S31°13'12"E
C6	2°41'32"	2343.15	110.10 S33°47'06"E
C7	3°11'59"	2343.15	130.84 S36°43'52"E
C8	3°11'04"	2343.15	130.22 S39°55'23"E
C9	3°30'57"	2343.15	143.78 S43°16'24"E
C10	0°32'19"	2343.15	22.03 S45°18'02"W
C11	28°35'47"	143.49	71.62 S61°04'11"W
C12	12°04'04"	143.49	30.22 S52°48'20"W
C13	16°31'43"	143.49	41.39 S67°06'14"W
C14	28°35'47"	113.49	56.64 S67°04'11"W
C15	8°21'49"	173.49	25.33 S71°11'11"W
C16	0°00'02"	5614.08	0.06 N45°34'09"W
C17	0°02'27"	2343.15	1.67 S45°32'58"E



SHEET 2 OF 4

RAVENHURST ENGINEERING & SURVEYING, INC.
2000 W. 10TH AVE., SUITE 200
ANCHORAGE, AK 99501

Phone: (907) 252-9917
Fax: (907) 252-5441
Phone: (907) 306-8820

PRELIMINARY

CERTIFICATE OF AUTHORIZATION #: CS76

SHOEMAKER BAY SUBDIVISION II	
A SUBDIVISION AND REPLAT OF LOT 26, OF U.S.S. No. 3403; BLOCKS 1, 3, & TRACT A, OF SHOEMAKER BAY SUBDIVISION (PLAT 87-5); AND PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENT VACATIONS CREATING LOTS 1 - 22 WITHIN BLOCK 1, AND TRACT A WITHIN BLOCK 2, SHOEMAKER BAY SUBDIVISION II CONTAINING 121.86 ACRES MORE OR LESS	



LOCATED WITHIN SECTIONS 8 & 17 TOWNSHIP 63 SOUTH RANGE 84 EAST COPPER RIVER MERIDIAN, ALASKA WIRANGELL RECORDING DISTRICT	
SURVEYED BY: R&M	DRAWN BY: MCH
DATE: JULY 2020	DATE: AUGUST 2020
SCALE: 1"=75'	CHECKED: CGP
R&M PROJECT NO: 202725	

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1084 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING AND REENACTING TITLE 18 – BUILDING AND CONSTRUCTION, AND ALL OF THE CHAPTERS OF TITLE 18, IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Unencumbered Balance(s) (prior to expenditure):

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Ordinance No. 1084

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

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

RECOMMENDATION MOTION:

Move to Approve Ordinance 1084.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

The proposed ordinance will repeal and replace the existing City and Borough of Wrangell building code, codified as Title 18 - Building and Construction, which is now based on the 1997 Edition of the various building codes. This building code update will bring the Borough building regulations in line with modern construction practices, safety standards, and technological advancements.

For many years, the Borough has utilized the Uniform Building Code (UBC), a model code developed by the International Conference of Building Officials (ICBO). The 1997 UBC was the last version published. Since then, the International Code Council (ICC) has developed the International Building Code (IBC) and the International Residential Code (IRC). The IBC and IRC are now the predominant model building codes in the United States, providing comprehensive regulations for various construction types. The IBC governs the construction of most commercial buildings and multi-family residential structures, while the IRC applies to one- and two-family dwellings and townhouses.

The update to the International Residential Code is based on the most current code available from the ICC.

The updates to the International Building Code and associated Existing Building Code, Plumbing, Mechanical, Electrical, Fire, and Fuel and Gas codes are based on those code editions as adopted by the State of Alaska and the State Fire Marshall whose office issues permits for commercial structures against those adopted codes.

This transition to the IBC and IRC will offer several benefits, including:

- **Nationally Recognized Standards:** The IBC and IRC are recognized and used across the United States, promoting consistency and facilitating collaboration within the construction industry.
- **Comprehensive Coverage:** The IBC and IRC provide detailed and comprehensive regulations for a wide range of building systems, including structural, fire safety, mechanical, plumbing, and electrical.
- **Regular Updates:** The ICC codes are updated on a three-year cycle, ensuring they incorporate the latest technological advancements, research findings, and best practices.
- **Improved Safety:** The IBC and IRC are designed to enhance public safety by incorporating more stringent requirements for structural integrity, fire protection, and occupant safety.

Proposed Changes and Justification:

The transition from the 1997 UBC to the 2021 IBC and 2021 IRC involves numerous significant changes, including but not limited to:

- **Seismic Design:** The IBC incorporates significant advancements in seismic design based on extensive research and data, leading to more resilient structures in earthquake-prone regions. This represents a major shift from the UBC's seismic provisions.
- **Wind Load Provisions:** The IBC includes updated wind load provisions to account for more accurate wind speed data and improved design methodologies, enhancing structural performance in high-wind areas.
- **Fire Safety:** The IBC and IRC have comprehensive fire safety requirements, including more detailed provisions for fire-resistant construction, fire suppression systems, and means of egress, reflecting advancements in fire protection technology and research.
- **Accessibility:** The IBC and IRC incorporate the requirements of the Americans with Disabilities Act (ADA) Standards for Accessible Design, ensuring that buildings are accessible to people with disabilities.
- **Material Standards:** The IBC and IRC reference the latest material standards, ensuring the use of high-quality and reliable construction materials.
- **Residential Construction:** The IRC provides specific, comprehensive requirements for one- and two-family dwellings, addressing issues unique to residential construction. This is a departure from the UBC, which had less specific residential provisions.

New Building Permit Process Expected:

When a jurisdiction adopts new building codes, the primary goal is to ensure that all new construction and significant renovations adhere to the latest safety, structural integrity, energy efficiency, and accessibility standards. To achieve this, the permitting process becomes the gatekeeper, and the review of professionally stamped plans is a crucial step in that process. Below is a summary of why and how this requirement comes into play:

Ensuring Compliance with New Standards:

- **Technical Complexity:** Modern building codes are highly technical documents, covering a wide range of disciplines from structural design and fire safety to mechanical, electrical, and plumbing (MEP) systems. Ensuring compliance requires specialized knowledge.
- **Professional Expertise:** Architects and engineers are licensed professionals who possess the education, training, and expertise to interpret and apply these complex codes to specific building designs. Their involvement ensures that the proposed construction meets the minimum requirements of the new codes.

- **Accountability and Liability:** The professional stamp of a licensed architect or engineer signifies that they have taken professional responsibility for the design's compliance with the applicable codes. This adds a layer of accountability and liability, protecting the public.

The Permitting Process Under New Codes:

- **Application Trigger:** Any project that falls under the scope of the new building codes (typically new construction, additions, and significant alterations) will require a building permit.
- **Plan Submission:** As part of the permit application, the permittee, usually the property owner or their contractor, will be required to submit detailed construction documents.
- **Professional Stamping Requirement:** Under the new codes, these plan sets will need to bear the wet or digital stamp and signature of the licensed architect and/or engineer (A&E) who designed the relevant portions of the project. This confirms their professional involvement and attestation to code compliance. The scope of A&E stamping includes:
 - **Architectural Plans:** Typically stamped by a licensed architect, these drawings detail the overall design, layout, dimensions, materials, and address aspects like fire-rated assemblies, means of egress (exits), and accessibility.
 - **Structural Plans:** Usually stamped by a licensed structural engineer, these drawings outline the structural framework of the building, including foundations, load-bearing walls, beams, columns, and connections, ensuring the building's stability and resistance to various loads such as wind, seismic, and snow.
 - **MEP Plans:** Depending on the complexity, mechanical, electrical, and plumbing systems may require the stamp of a licensed mechanical or electrical engineer to ensure they meet energy efficiency, safety, and code requirements.
- **Plan Review:** The local building department will then review these stamped plan sets to verify that the design complies with all aspects of the newly adopted building codes. Discrepancies or areas of non-compliance will result in plan revisions being required before a permit is issued.
- **Inspections:** Even after the permit is issued, building inspectors will use the stamped plans as a reference during on-site inspections to ensure that the construction is being carried out according to the approved design and in compliance with the codes.

In summary, the adoption of new building codes necessitates the submission of stamped architectural and engineered plan sets to:

- **Demonstrate compliance:** Provide evidence that the proposed construction adheres to the updated and more stringent requirements of the new codes.

- Ensure public safety: Rely on the expertise of licensed professionals to design safe and structurally sound buildings.
- Establish accountability: Hold design professionals responsible for their work through their professional seals.
- Facilitate effective review: Provide building officials with clear and professionally prepared documents for thorough plan review and inspections.

With the adoption of new codes, when planning a construction project in the City and Borough of Wrangell the public should be prepared to engage licensed architects and engineers to develop and stamp their plan sets as a mandatory part of the permitting process.

Fiscal Impact:

The adoption of the 2021 IBC and 2021 IRC is expected to have a direct fiscal impact on the Borough's general fund. There will be costs associated with staff training and code enforcement and the potential for additional staffing needs. However, the updated codes are expected to provide long-term economic benefits to the community through increased energy efficiency, reduced insurance costs, and enhanced property values. Permit fees will be adjusted as part of the Borough's fee schedule update.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1084

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH
OF WRANGELL, ALASKA, REPEALING AND REENACTING TITLE 18
– BUILDING AND CONSTRUCTION, AND ALL OF THE CHAPTERS OF
TITLE 18, IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE

SEC. 1. Action. The purpose of this ordinance is to repeal and reenact Title 18 and all of its Chapters and Sections in their entirety, in the Wrangell Municipal Code.

SEC. 2. Amendment. Title 18 – Buildings and Construction is hereby amended by repealing reenacting Title 18 and all of its Chapters and Sections in their entirety, in the Wrangell Municipal Code as follows:

TITLE 18
BUILDING AND CONSTRUCTION

Chapters:

<u>18.02</u>	<u>Building Code - Administrative Code</u>
<u>18.04</u>	<u>The International Building Code</u>
<u>18.06</u>	<u>The International Residential Code</u>
<u>18.08</u>	<u>The International Existing Building Code</u>
<u>18.10</u>	<u>The Uniform Plumbing Code</u>
<u>18.12</u>	<u>The International Mechanical Code</u>
<u>18.14</u>	<u>The National Electrical Code</u>
<u>18.16</u>	<u>The International Fire Code</u>
<u>18.18</u>	<u>The International Fuel and Gas Code</u>
<u>18.20</u>	<u>Dangerous Buildings</u>

SEC. 3. New Chapter. Chapter 18.02 – Building Code - Administrative Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.02
BUILDING CODE - ADMINISTRATIVE CODE

Sections:

<u>18.02.010</u>	<u>Intent</u>
<u>18.02.020</u>	<u>Referenced Codes and Conflicts</u>
<u>18.02.030</u>	<u>Existing Structures</u>
<u>18.02.040</u>	<u>Modifications</u>
<u>18.02.050</u>	<u>Definitions</u>
<u>18.02.060</u>	<u>Purpose</u>
<u>18.02.070</u>	<u>Building Permit Required</u>
<u>18.02.080</u>	<u>Exemptions</u>
<u>18.02.090</u>	<u>Permit Fees</u>

18.02.100	<u>Inspections</u>
18.02.110	<u>Special Inspections</u>
18.02.120	<u>Connection of Service Utilities</u>
18.02.130	<u>Stop Work Orders</u>
18.02.140	<u>Penalties for violations.</u>
18.02.150	<u>Indemnification</u>

18.02.010 Intent.

- A. The provisions of this title shall apply to the erection, construction, alteration, addition, prefabrication, moving, demolition, repair, maintenance, use or occupancy of any building or structure or portion thereof, appurtenances connected or attached to such buildings, or the storage, use, or handling of certain hazardous materials, substances and devices within the City and Borough of Wrangell.
- B. Exceptions: Publicly owned docks and piers, except their water systems, electrical systems, and associated buildings. Buildings that are anchored or floating in place for less than thirty days. Water tanks and utility work primarily in a public way, except electrical connections; public utility generation, transmission, distribution metering or related equipment; mechanical and plumbing equipment not specifically regulated in this code.

18.02.020 Referenced Codes and Conflicts.

The codes listed in Chapters 18.04 through 18.24 shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

18.02.030 Existing Structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in the International Building Code, the International Residential Code, the International Existing Building Code, the National Electrical Code, the International Fire Code, or as is deemed necessary by the building official or fire chief for the general safety and welfare of the occupants and the public.

18.02.040 Modifications.

The appropriate Authority Having Jurisdiction (AHJ) official shall have the power to modify any of the provisions of the codes adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modification, when granted or allowed, and the decision of the building official thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant.

18.02.050 Definitions.

“Construction” means the process of building, altering, repairing, maintaining, improving, demolishing, planning, and designing a structure, building, utility, infrastructure, or public

improvement to real property but does not apply to routine operation of any public improvement by the borough.

18.02.060 Purpose.

This chapter shall be construed to secure its expressed intent, which is to provide minimum requirements to safeguard the public safety, health and general welfare, insofar as they are affected by building construction, through structural strength, adequate means of egress facilities, stability, sanitary equipment, light and ventilation, energy conservation, fire safety, and in general to promote safety to life and property from fire and other hazardous incidents to the construction, design, erection, installation, alteration, addition, removal, demolition, replacement, repair, location, relocation, moving, quality of materials or use and occupancy, maintenance and operation of building, structures or premises, and to provide safety to firefighters and emergency responders during emergency operations.

18.02.070 Building Permit Required.

- A. Buildings and structures may not be constructed, structurally improved, structurally modified, or enlarged within the Borough unless a building permit has been issued, approving the construction, improvement or modification.
- B. Application for a building permit shall be filed with the Building Official on the application form created by the Department. If the application meets the requirements of this Chapter, the Building Official shall issue a building permit.
- C. No building permit shall be issued by the Building Official unless and until:
 - 1. The State of Alaska Fire Marshall has provided any approval by the Fire Marshall required under state or local law.
 - 2. A final decision has been issued on any variance, conditional use permit or site plan review permit required for the permit site under this Code and a final decision has been issued on any appeal or the time period for an appeal has expired.
 - 3. The Borough Zoning Administrator has reviewed the application and found that the construction complies with Code, including Title 20. Any permit issued in conflict with the zoning title shall be null and void.
- D. The building permit or copy of it shall be displayed at the work site until completion of the construction, modification or improvement approved by the permit.
- E. It shall be the duty and responsibility of every person who performs work for the construction, modification or improvement of a building or structure within the Borough to comply with this Title and all federal, state, and local laws.

18.02.080 Exemptions.

- A. Permits shall not be required for one-story detached accessory structures so long as the floor area does not exceed 150 square feet and 12 feet in height.

18.02.090 Permit Fees.

- A. A fee for each building permit shall be paid as set forth in the approved Fee and Rate Schedule. The Assembly shall, by resolution, establish fees and rates for the building permit fees. A Public Hearing shall be required on the resolution that establishes such fees and rates.
- B. A building permit shall not be valid until the fees have been paid. Nor shall an amendment to a building permit be released until the additional fee, if any, has been paid.

18.02.100 Inspections.

- A. All construction or work for which a building permit is required shall be subject to inspection by the building official, and all such construction shall remain accessible and exposed for inspection purposes until approved by the building official. In addition, certain types of construction shall have continuous inspection by special inspectors as specified in the various adopted codes. Approval, as a result of an inspection, shall not be construed to be an approval of a violation of the provisions of this code or of any other ordinances of the City and Borough of Wrangell. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the City and Borough of Wrangell shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The building official may require a construction survey of the structure to determine the location of the structure in relation to the lot lines to verify compliance with the zoning, the fire code, and the building code requirements. A survey of the lot may be required by the building official to verify that the structure is located in accordance with the approved plans.
- B. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.
- C. It shall be the duty of the person doing the work authorized by a permit to notify the building official that such work is ready for inspection. Such request may be in writing, in person, by telephone, fax or e-mail at an address approved by the building official. The building official may establish an inspection dispatch cutoff time after which no further inspections may be requested for that day. It shall be the duty of the person requesting any inspection required by the codes to provide access to and means for such inspection.
- D. No reinforcing steel, structural framework or any other part of any building, structure, framework or excavation shall be covered or concealed without first obtaining written approval of the building official.
- E. Protection of joints and penetrations in fire-resistive assemblies shall not be concealed from view until inspected and approved.

18.02.110 Special Inspections.

- A. When special inspection is required by IBC Section 1704, the design professional in responsible charge shall prepare an inspection program, on forms provided by the building official, that shall be submitted to the building official for approval prior to issuance of the building permit. The inspection program shall designate the portions of the work that require special inspection and the name of the individuals and firms who are to perform

the special inspections, indicate the duties of the special inspectors, and be signed by the special inspector and owner or owner's representative.

- B. The special inspector shall be employed by the owner, the design professional in responsible charge or an agent of the owner, but not the contractor or any other person responsible for the work.
- C. The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

18.02.120 Connection of Service Utilities.

- A. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code and for which a permit is required by this code, until approved by the building official.
- B. The building official may authorize the temporary connection of the building or system to the utility, source of energy, fuel, or power.
- C. The building official, fire chief or their authorized representative shall have the authority to disconnect any utility service or energy supplied to any building, structure or system regulated by this code or the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official or fire chief shall notify the serving utility and, whenever practicable, the owner and occupant of the building, structure or service system, of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection as soon as practical thereafter.

18.02.130 Stop Work Orders.

- A. Whenever any work is being done contrary to the provisions of a code, or other pertinent laws or ordinances implemented through enforcement of this code, the building official, or the fire chief, if appropriate, may order the work stopped.
- B. The stop work order shall be in writing and posted in a conspicuous location on the site, served on any persons engaged in doing or causing such work to be done if a person is on site and a copy transmitted to the owner or owner's representative. Upon issuance of a stop work order, the cited work shall immediately cease. The posted stop work order shall not be removed until authorized by the building official.

18.02.140 Penalties for violations.

Work ordered stopped by a stop work order issued under this section shall not be continued until authorized by the building official to proceed. Any person who shall continue, start, or cause any such work to be done at a site so posted, except such work specifically authorized in writing by the building official to remove a violation, unsafe condition or condition that may cause damage to the property, shall be subject to penalties found under WMC 1.20 – General Penalty.

18.02.150 Indemnification.

The owner(s) of buildings and structures which are constructed, improved, or modified within the Borough shall indemnify, defend, and hold harmless the City and Borough of Wrangell, Alaska, (Borough) and all of its boards, commissions, departments, agencies, agents, and employees (individually and collectively) the Borough from and against any and all liabilities, losses, costs, claims, judgment settlements, damages, liens, fines, penalties, and expenses incurred in connection with or arising in whole or in part from the right and obligation of this Code, including but not limited to: (a) any incident injury to or death of a person loss of or damage to property incurring in or about the subject property, (b) the use of or occupancy of the subject property by owner it's agents or invitees see the condition of the subject property, or (d) any construction or other work undertaken by Owner on the Subject Property. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs and Borough costs of investigating any claim. Owner shall defend the Borough from any claim even if such claim is groundless, fraudulent or false. Owners obligations under this paragraph shall survive termination of construction, improvement, or modification of any building or structure within the Borough.

SEC. 4. New Chapter. Chapter 18.04 – The International Building Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.04
INTERNATIONAL BUILDING CODE

The International Building Code (IBC), as adopted by 13 AAC 50.020. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that the code known as the International Building Code (IBC) (Current Series) as amended by the International Building Code, as adopted by 13 AAC 50.020, relating to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures and not included in the scope of the International Residential Code.

SEC. 5. New Chapter. Chapter 18.06 – The International Residential Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.06
INTERNATIONAL RESIDENTIAL CODE

There is adopted the code known as the International Residential Code, comprising all building, plumbing, mechanical, fuel gas and electrical requirements. This code applies to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of detached one- and two-family dwellings, including up to five guestrooms, and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress; their accessory structures or any appurtenances connected or attached to such buildings or structures; and adult and child care facilities, owner occupied bed and breakfast facilities or boarding houses that are within a single-family home.

SEC. 6. New Chapter. Chapter 18.08 – The International Existing Building Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.08
INTERNATIONAL EXISTING BUILDING CODE

The International Existing Building Code (IEBC) as adopted by 13 AAC 50.021. There is adopted the code known as the International Existing Building Code (IEBC), which may be applicable to work involving the enlargement, alteration, repair, moving, conversion, occupancy, and use of existing buildings and structures or portions thereof.

SEC. 7. New Chapter. Chapter 18.10 – The Uniform Plumbing Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.10
UNIFORM PLUMBING CODE

The Uniform Plumbing Code, as adopted by 8 AAC 63.010. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that the code known as the Uniform Plumbing Code (UPC) (Current Series), as amended by the Uniform Plumbing Code, as adopted by 8 AAC 63.010, relating to installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and/or appurtenances, and where connected to a water or sewage and all aspects of a medical gas system. All references to the International Plumbing Code in any of the published building codes shall be changed to read "Uniform Plumbing Code" except references to the plumbing fixture count which shall mean Chapter 29 of the International Building Code. Section numbers referring to International Plumbing Code sections shall mean the appropriate corresponding section numbers in the Uniform Plumbing Code or International Building Code, as appropriate.

SEC. 8. New Chapter. Chapter 18.12 – The International Mechanical Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.12
INTERNATIONAL MECHANICAL CODE

The International Mechanical Code, as adopted by 13 AAC 50.023. There is adopted and by this reference made a part of this chapter as though fully set forth therein, at length, that code known as the International Mechanical Code (IMC) as amended by the International Mechanical Code, as adopted by 13AAC 50.023, relating to installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators, and other energy-related systems in buildings, other than those covered by the International Residential Code.

SEC. 9. New Chapter. Chapter 18.14 – The International Mechanical Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.14
NATIONAL ELECTRICAL CODE

The National Electrical Code (NEC), as adopted by 8 AAC 70.025. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that the code known as the National Electrical Code (NEC) (Current Series), as amended by the National Electrical

Code, as adopted by [8 AAC 70.025](#), relating to installation of electrical systems, including alterations, repairs and replacement, equipment, appliances, fixtures, fittings and appurtenances systems in installations, other than those covered by the International Residential Code.

SEC. 10. New Chapter. Chapter 18.16 – The International Fire Code is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.16
INTERENATIONAL FIRE CODE

The International Fire Code (IFC), as adopted by 13 AAC 50.025. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that the code known as the International Fire Code (IFC) (Current Series), as amended by the International Fire Code, as adopted by [13 AAC 50.025](#), applying to matters relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, protecting, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures and premises; from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

SEC. 11. New Chapter. Chapter 18.18 – The International Fuel and Gas Code, is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.18
INTERENATIONAL FUEL AND GAS CODE

The International Fuel and Gas Code, as adopted by 13 AAC 50.024. There is adopted and by this reference made a part of this chapter as though fully set forth herein, at length, that the code known as the International Fuel and Gas Code, as adopted by the International Fuel and Gas Code, as adopted by [13 AAC 50.024](#), relating to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code and extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories in installations, other than those covered by the International Residential Code.

SEC. 12. New Chapter. Chapter 18.20 – The Dangerous Buildings Code, is hereby added as follows, in the Wrangell Municipal Code as follows:

Chapter 18.20
DANGEROUS BUILDING CODE

Sections:

18.20.010 Adoption.

18.20.015 Local amendments to the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

18.20.020 Modifications.

18.20.025 Appeals.

18.20.030 Definitions.

- 18.20.040 Section 201b amended – Inspections.
- 18.20.050 Section 205 amended – Board of appeals.
- 18.20.060 Section 402 amended – Recordation of notice and order.
- 18.20.070 Section 404.3 added – Abatement of nuisance in emergency.
- 18.20.080 Section 501 amended – Form of appeal.
- 18.20.090 Section 802.1 amended – General.
- 18.20.100 Section 905 deleted and replaced – Personal obligation and special assessment.
- 18.20.110 Section 907 repealed and replaced – Authority for installment payment of assessments with interest.
- 18.20.120 Section 908 amended – Lien of assessment.

18.20.010 Adoption.

The bound volumes containing the code known as the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, of the International Conference of Building Officials, and every part thereof, together with the local amendments as set forth in this chapter, shall constitute the laws of the borough relating to the abatement of dangerous buildings. Copies of the Uniform Code for the Abatement of Dangerous Buildings may be examined at the Borough offices.

18.20.015 Local amendments to the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

The amendments to the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings are listed hereafter by section. The Uniform Code for the Abatement of Dangerous Buildings is also amended by the definitions contained in WMC 18.24.030.

18.20.020 Modifications.

The building official shall have the power to modify any of the provisions of the Uniform Code for the Abatement of Dangerous Buildings adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modification, when granted or allowed, and the decision of the building official thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant.

18.20.025 Appeals.

Whenever the building official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decisions of the building official to the borough manager within 30 days from the date of the decision.

18.20.030 Definitions.

“Board of Appeals” as used in the code means “Borough Assembly.” “Director of Public Works” as used in the code means “Authority Having Jurisdiction.” “Fire Marshal” as used in the code means “Borough Fire Chief.” “Misdemeanor” as used in the code means “Violation.”

18.20.040 Section 201b amended – Inspections.

Section 201b of the Uniform Code for the Abatement of Dangerous Buildings is amended by deleting “health officer, the.”

18.20.050 Section 205 amended – Board of appeals.

Section 205 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read as follows:

The Board of Appeals shall provide the final interpretation of the provisions of this code and hear appeals provided for hereunder. The board shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

18.20.060 Section 402 amended – Recordation of notice and order.

Section 402 of the Uniform Code for the Abatement of Dangerous Buildings is amended by changing the term “county recorder” as appears twice in this section to “Wrangell District Recorder’s Office.”

18.20.070 Section 404.3 added – Abatement of nuisance in emergency.

Section 404.3 is added to the Uniform Code for the Abatement of Dangerous Buildings to read as follows:

(404.3) The Borough Manager upon the written recommendation of the building official, may abate any public nuisance summarily without notice in an emergency where the life or safety of the public is endangered and where immediate action is necessary and timely notice cannot be given. All other abatement proceedings, except the necessity and the manner and method of giving notice, shall apply to the nuisance summarily abated, including the recovery of the costs of the summary abatement.

18.20.080 Section 501 amended – Form of appeal.

Section 501 of the Uniform Code for the Abatement of Dangerous Buildings is amended by adding new paragraph 8 as follows:

8. The appellant shall pay a nonrefundable filing fee of \$50 to the Borough for processing the appeal, and the filing fee shall be deposited with the building official.

18.20.090 Section 802.1 amended – General.

Section 802.1 of the Uniform Code for the Abatement of Dangerous Buildings is amended by changing the word “shall” as appears twice in this subsection to “may.”

18.20.100 Section 905 deleted and replaced – Personal obligation and special assessment.

Section 905 of the Uniform Code for the Abatement of Dangerous Buildings is deleted and replaced to read as follows:

(a) The responsibility for payment of the charges for abatements as set forth in this chapter shall rest upon the owners of the property upon which the abatement occurred, to include the owners at the time of occurrence of the condition rendering the property subject to these abatement proceedings and the owners at the time of the actual abatement proceedings.

(b) The borough shall have the right to bring suit for the collection of charges for abatement as set forth in this chapter plus costs and attorney's fees against all the parties responsible for payment, jointly and severally.

(c) In addition, the borough shall have the right to impose an assessment against the property for the repayment of the abatement charges. If the borough proceeds with an assessment, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment and a lien upon the property.

(d) The lien created herein may be enforced as provided in AS 34.35.005 – .045. The enforcement of the lien is a cumulative remedy and does not bar the collection of the charges for abatement as provided in subsection (b) above.

18.20.110 Section 907 repealed and replaced – Authority for installment payment of assessments with interest.

Section 907 of the Uniform Code for the Abatement of Dangerous Buildings is deleted and substituted with the following:

Payment Schedule – Delinquency, Interest. These matters shall be controlled by WMC 5.16.170.

18.20.120 Section 908 amended – Lien of assessment.

Section 908 of the Uniform Code for the Abatement of Dangerous Buildings is amended by deleting subsections (.1) and (.2) and substituting the following:

Immediately upon its being placed on the assessment roll the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed and to state, borough and borough property taxes upon the same property. The lien shall be paramount to all other liens. The lien shall continue until the assessment and all interest due and payable thereon are paid.

SEC. 13. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 14. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

SEC. 15. **Effective Date.** This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

Title 18

BUILDINGS AND CONSTRUCTION

Chapters:

- 18.04 Building Code
- 18.08 Plumbing Code
- 18.10 Plumbing Code Amendments
- 18.12 Electrical Code
- 18.16 Fire Code
- 18.20 Trailers and Trailer Camps
- 18.24 Dangerous Buildings

Chapter 18.04

BUILDING CODE

Sections:

- 18.04.010 Adoption.
- 18.04.020 Modifications.
- 18.04.030 Appeals.
- 18.04.040 Building permits – Compliance with ordinances.
- 18.04.050 Local amendments to the Uniform Building Code, 1997 Edition.
- 18.04.060 Section 204 repealed and reenacted – Board of appeals.
- 18.04.070 Section 106.4.2 amended – Retention of plans.
- 18.04.080 Section 107.2 amended – Permit fees.
- 18.04.090 Section 107.3 amended – Plan review fees.
- 18.04.100 Section 108.5.5 amended – Insulation inspection.
- 18.04.110 Section 202 amended – “A” definitions.
- 18.04.120 Section 203 amended – “B” definitions.
- 18.04.130 Section 904.2 amended – Fire extinguishing systems.
- 18.04.140 Section 1302 added – Energy conservation.
- 18.04.150 Section 18.04 Table 18-1-C amended – Foundations for stud-bearing walls.

18.04.010 Adoption.

The bound volumes containing the code known as the Uniform Building Code, 1997 Edition, of the International Conference of Building Officials, including Appendix Chapter 3, Divisions I, II and IV; Chapter 4, Division II; Chapter 11; Chapter 12, Division I; and Chapter 34, Division I, together with the local amendments as set forth in Chapter 15.08, shall constitute the laws of the borough relating to building regulations. Where the Uniform Building Code conflicts with this code, this code shall prevail. Copies of the Uniform Building Code and Standards may be examined at the borough offices. [Ord. 691 § 4, 2000.]

18.04.020 Modifications.

The building official shall have the power to modify any of the provisions of the Uniform Building Code adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modification, when granted or allowed, and the decision of the building official thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. [Ord. 691 § 4, 2000.]

18.04.030 Appeals.

Whenever the building official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decisions of the building official to the borough manager within 30 days from the date of the decision. [Ord. 691 § 4, 2000.]

18.04.040 Building permits – Compliance with ordinances.

A. No permit will be issued for the construction of new buildings or building, within the corporate limits of the borough, which is inconsistent with any borough ordinances and regulations, except as provided in subsection (B) of this section for the remote residential mixed-use district (RMU).

B. The provisions of WMC Title 18, Buildings and Construction, do not apply to construction standards for the areas within the remote residential mixed-use district (RMU), unless the intended use of the structure is for commercial purposes. Persons seeking to construct new buildings or building within the RMU district the intended use of which is for noncommercial purposes must complete a proposed development application in lieu of the building permit application. Persons seeking to construct new buildings or building within the RMU district the intended use of which is for commercial purposes must complete a building permit application and comply with WMC Title 18. [Ord. 925 § 2, 2016; Ord. 691 § 4, 2000.]

18.04.050 Local amendments to the Uniform Building Code, 1997 Edition.

The amendments to the 1997 Edition of the Uniform Building Code are listed hereafter by section. [Ord. 691 § 4, 2000.]

18.04.060 Section 204 repealed and reenacted – Board of appeals.

Section 204 of the Uniform Building Code is repealed and reenacted to read as follows:

In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a board of appeals, consisting of the mayor and the assembly. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Building Official with a duplicate copy to the appellant.

[Ord. 691 § 4, 2000. Formerly § 18.04.105.]

18.04.070 Section 106.4.2 amended – Retention of plans.

Section 106.4.2 of the Uniform Building Code is amended to read as follows:

One set of approved plans, specifications, and computations shall be retained by the building official for a period of not less than 90 days from the date of completion of the work covered therein.

[Ord. 691 § 4, 2000. Formerly § 18.04.106.4.2.]

18.04.080 Section 107.2 amended – Permit fees.

Section 107.2 of the Uniform Building Code is amended to read as follows:

A. No building permit fees shall be charged for improvements or construction of less than two thousand dollars valuation.

B. All building permit fees for permits for construction of valuation of two thousand dollars or more shall be listed on the approved Fee and Rate Schedule.

The assembly shall, by resolution, establish fees and rates for the building permit fees. A Public Hearing shall be required on the resolution that establishes such fees and rates.

[Ord. 1036 § 2, 2023; Ord. 920 § 2, 2016; Ord. 691 § 4, 2000. Formerly § 18.04.107.2.]

18.04.090 Section 107.3 amended – Plan review fees.

Section 106.4.2 of the Uniform Building Code is amended by revising the first sentence to read as follows:

When submittal documents are required by Section 06.3.2, a plan review fee may be required to be paid before a permit will be issued.

[Ord. 691 § 4, 2000. Formerly § 18.04.107.3.]

18.04.100 Section 108.5.5 amended – Insulation inspection.

Section 108.5.5 of the Uniform Building Code is amended by deleting the existing paragraph for lath or gypsum board inspection. [Ord. 691 § 4, 2000. Formerly § 108.5.5.]

18.04.110 Section 202 amended – “A” definitions.

Section 202 of the Uniform Building Code is amended by deleting the definition of “alley” and substituting the following:

ALLEY is a public space or thoroughfare, 20 feet or less, but not less than 10 feet in width, which has been dedicated for public use.

[Ord. 691 § 4, 2000. Formerly § 18.04.202.]

18.04.120 Section 203 amended – “B” definitions.

Section 203 of the Uniform Building Code is amended by adding the following definition:

BUILDING, PUBLIC shall be any structure which is other than a Group R-3 dwelling or Group U Occupancy.

[Ord. 691 § 4, 2000. Formerly § 18.04.203.]

18.04.130 Section 904.2 amended – Fire extinguishing systems.

Section 904.2 of the Uniform Building Code is amended as follows:

A. Section 904.2.2 of the Uniform Building Code, All occupancies, except Group R, Division 3 and Group U occupancies, is amended by deleting “the floor area exceeds 1,500 square feet and.”

B. Section 904.2.3.2 of the Uniform Building Code, Basements, is amended by deleting “when the basement is larger than 1,500 square feet in floor area.”

C. Section 9.04.2.4.1 of the Uniform Building Code, General, is amended by deleting Exceptions 1 and 2. [Ord. 691 § 4, 2000. Formerly § 18.04.904.2.]

18.04.140 Section 1302 added – Energy conservation.

Section 1302 is added to the Uniform Building Code to read as follows:

For the purpose of energy conservation, the requirements of the Building Energy Efficiency Standard, 1991 Edition, by the State of Alaska will be the criteria to be used for new construction.

[Ord. 691 § 4, 2000. Formerly § 18.04.1302.]

18.04.150 Section 18.04 Table 18-1-C amended – Foundations for stud-bearing walls.

Section 18.04 Table 18-1-C of the Uniform Building Code is amended by revising the minimum footing width to 18 inches and minimum footing thickness to six inches for supporting one floor. [Ord. 691 § 4, 2000. Formerly § 18.04 Table 18-1-C.]

Chapter 18.08

PLUMBING CODE

Sections:

- 18.08.010 Adoption.
- 18.08.020 Modifications.
- 18.08.030 Appeals.

18.08.010 Adoption.

The bound volumes containing the code known as the Uniform Plumbing Code, 1997 Edition, of the International Association of Plumbing and Mechanical Officials, and every part thereof, together with the local amendments as set forth in Chapter 18.10 WMC, shall constitute the laws of the borough relating to plumbing installations. Copies of the Uniform Plumbing Code may be examined at the borough offices. [Ord. 690 § 4, 2000.]

18.08.020 Modifications.

The building official shall have the power to modify any of the provisions of the Uniform Plumbing Code adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modification, when granted or allowed, and the decision of the building official thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. [Ord. 690 § 4, 2000.]

18.08.030 Appeals.

Whenever the building official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of decisions of the building official to the borough manager within 30 days from the date of the decision. The appellant shall pay a nonrefundable filing fee of \$50.00 to the borough for processing the appeal, and the filing fee shall be deposited with the building official. [Ord. 690 § 4, 2000.]

Chapter 18.10

PLUMBING CODE AMENDMENTS

Sections:

- 18.10.010 Local amendments to the Uniform Plumbing Code, 1997 Edition.
- 18.10.020 Section 102.3.2 deleted and replaced – Penalties.
- 18.10.030 Section 103.3.2 amended – Retention of plans.
- 18.10.040 Section 103.4 deleted – Fees.
- 18.10.050 Section 509.0 amended – Prohibited locations.
- 18.10.060 Section 609.7 added – Installation, unions and location.

18.10.010 Local amendments to the Uniform Plumbing Code, 1997 Edition.

The amendments to the 1997 Edition of the Uniform Plumbing Code are listed hereafter by section. [Ord. 690 § 5, 2000.]

18.10.020 Section 102.3.2 deleted and replaced – Penalties.

Section 102.3.2 of the Uniform Plumbing Code is deleted and substituted with the following:

For Penalties, see the Wrangell Municipal Code.

[Ord. 690 § 5, 2000. Formerly § 18.10.102.3.2.]

18.10.030 Section 103.3.2 amended – Retention of plans.

Section 103.3.2 of the Uniform Plumbing Code is amended by deleting the second sentence. [Ord. 690 § 5, 2000. Formerly § 18.10.103.3.2.]

18.10.040 Section 103.4 deleted – Fees.

Section 103.4 of the Uniform Plumbing Code is deleted. [Ord. 690 § 5, 2000. Formerly § 18.10.103.4.]

18.10.050 Section 509.0 amended – Prohibited locations.

Section 509.0 of the Uniform Plumbing Code is amended by revising the second sentence to read as follows:

Fuel-burning water heaters shall not be installed under a stairway, landing or required exit.

[Ord. 690 § 5, 2000. Formerly § 18.10.509.0.]

18.10.060 Section 609.7 added – Installation, unions and location.

Section 609.7 is added to the Uniform Plumbing Code to read as follows:

Water meters and related fittings shall be installed according to borough regulations. The water meter shall be accessible for maintenance and repair.

[Ord. 690 § 5, 2000. Formerly § 18.10.609.7.]

Chapter 18.12

ELECTRICAL CODE

Sections:

- 18.12.010 National Electrical Code adopted by reference.
- 18.12.040 Permits and fees.
- 18.12.050 Underground installation drawings.
- 18.12.060 Penalty for violations.

18.12.010 National Electrical Code adopted by reference.

For the purpose of regulating the construction, reconstruction, addition, enlargement, conversion, equipment, use, and maintenance of all electrical wiring and devices within and without all buildings and structures within the borough there is adopted, as the electrical code of the borough, the current version of the National Fire Protection Association, National Electrical Code as adopted by the State of Alaska, five copies of which have been filed in the office of the clerk for public use, inspection, and examination, and which compilation is made a part of this chapter as if fully set forth herein, subject only to the enumerated additions and deletions set forth in this chapter, and as interpreted in the current version of Ferm's Fast Finder Index: Guide to the National Electrical Code Plus Many Valuable Time Saving Charts and Formulas. [Ord. 556 § 13, 1990.]

18.12.040 Permits and fees.

Permits and fees shall be required as provided and determined under WMC 15.12.035. [Ord. 833 § 43, 2009; Ord. 243 § 4, 1969; prior code § 18.20.010(c).]

18.12.050 Underground installation drawings.

The installation of all underground electrical installations beneath borough streets and sidewalks shall be by permission of the borough manager who shall be furnished a detailed scale drawing of the as-built installations. [Ord. 428 § 9, 1982; Ord. 243 § 4, 1969; prior code § 18.20.010(d).]

18.12.060 Penalty for violations.

Any person, firm, partnership, copartnership, limited liability company or corporation violating any of the provisions of this chapter shall be punishable as provided for in WMC 1.20.010. [Ord. 833 § 61, 2009; Ord. 428 § 10, 1982; Ord. 243 § 4, 1969; prior code § 18.20.020.]

Chapter 18.16

FIRE CODE

Sections:

- 18.16.010 Adoption.
- 18.16.020 Modifications.
- 18.16.030 Appeals.
- 18.16.040 Local amendments to the Uniform Fire Code, 1997 Edition.
- 18.16.050 Section 103.1.4 amended – Appeals.
- 18.16.060 Section 105.8 amended – Permit required.
- 18.16.070 Section 7902.2.2.1 amended – Locations where aboveground tanks are prohibited.

18.16.010 Adoption.

The bound volumes containing the code known as the Uniform Fire Code, 1997 Edition, of the International Conference of Building Officials, including Appendices I-A, II-B, II-F, II-G, III-A, III-B, III-C, V-A and Division VI Appendices, together with the local amendments as set forth herein, shall constitute the laws of the borough relating to conditions hazardous to life and property from fire or explosion. [Ord. 833 § 44, 2009; Ord. 688 § 4, 2000.]

18.16.020 Modifications.

The chief of the fire department shall have the power to modify any of the provisions of the Uniform Fire Code adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modifications, when granted or allowed, and the decision of the chief of the fire department thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. [Ord. 688 § 4, 2000.]

18.16.030 Appeals.

Whenever the chief of the fire department disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decisions of the chief of the fire department to the borough manager within 30 days from the date of the decision. The appellant shall pay a nonrefundable filing fee of \$50.00 to the borough for processing the appeal, and the filing fee shall be deposited with the building official. [Ord. 688 § 4, 2000.]

18.16.040 Local amendments to the Uniform Fire Code, 1997 Edition.

The amendments to the 1997 Edition of the Uniform Fire Code are listed hereafter by section. [Ord. 688 § 4, 2000.]

18.16.050 Section 103.1.4 amended – Appeals.

Section 103.1.4 of the Uniform Fire Code is amended to read as follows:

See WMC 18.16.030.

[Ord. 688 § 4, 2000. Formerly § 18.16.103.1.4.]

18.16.060 Section 105.8 amended – Permit required.

Section 105.8 of the Uniform Fire Code is amended by deleting all required permits except the following:

- a.2. Aircraft refueling vehicles.
- c.1. Candles and open flames in assembly areas.
- e.1. Explosives and blasting agents.
- f.1. Fire hydrants and water-control valves.

EXISTING TITLE 18 (being repealed, restructured, and replaced)

Wrangell Municipal Code
Chapter 18.16 FIRE CODE

Page 9/14

Item a.

f.2. Fireworks.

0.1. Opening burning.

p.3. Pyrotechnical special effects material.

[Ord. 688 § 4, 2000. Formerly § 18.16.105.8.]

18.16.070 Section 7902.2.2.1 amended – Locations where aboveground tanks are prohibited.

Section 7902.2.2.1 of the Uniform Fire Code is amended to read as follows:

Storage of Class I and II liquids in aboveground tanks outside of buildings is prohibited in all areas of the borough except those designated as an Industrial Use District on the Zoning Map.

[Ord. 688 § 4, 2000. Formerly § 18.16.7902.2.2.1.]

Chapter 18.20

TRAILERS AND TRAILER CAMPS

Sections:

- 18.20.010 Definitions.
- 18.20.020 Permit – Required – Application.
- 18.20.030 Permit – Plans required.
- 18.20.040 Permit – Fee.
- 18.20.050 Character of permittee and caretaker.
- 18.20.060 Supervision of courts.
- 18.20.070 Trailer spaces.
- 18.20.080 Water supply.
- 18.20.090 Sanitary facilities.
- 18.20.100 Garbage.
- 18.20.110 Lights.
- 18.20.120 Permanent use restrictions.
- 18.20.130 Storage of trailers.

18.20.010 Definitions.

As used in this chapter, the following terms shall have the meaning indicated below:

A. “Trailer coach” means and includes any vehicle or similar portable structure constructed so as to permit its being used as a conveyance on a public street and so as to permit the occupancy thereof as a dwelling by one or more persons.

B. “Trailer court” means and includes an area of land on which two or more occupied trailer coaches are harbored, either free of charge or for revenue, together with any building, structure or enclosure used as part of the equipment of such park. [Ord. 237 § 5, 1969; prior code § 21.50.010.]

18.20.020 Permit – Required – Application.

A. It is unlawful to establish, maintain or operate any trailer court in the borough without first having obtained a permit therefor.

B. Application for such permit shall be made in writing to the clerk in compliance with regulations relating to permit applications, and shall contain the name of the applicant, the location of the proposed court and the number of trailers to be accommodated. [Ord. 237 § 5, 1969; prior code § 21.50.020.]

18.20.030 Permit – Plans required.

Each such application shall be accompanied by a plat or sketch showing the size and location of all buildings and structures. [Ord. 237 § 5, 1969; prior code § 21.50.030.]

18.20.040 Permit – Fee.

The fee for such permit shall be \$100.00 plus \$5.00 for each trailer coach over 20 for which accommodations exist. If the number is increased, this shall be reported to the clerk, and the additional fee, if any, necessitated by such increase shall be paid before the additional spaces are put to use. [Ord. 237 § 5, 1969; prior code § 21.50.040.]

18.20.050 Character of permittee and caretaker.

A. No such permit shall be issued to any but a person of good character, nor to any corporation if any officer thereof is not a person of good character.

B. It is unlawful to hire or keep as manager, superintendent or person in charge of a trailer court any person who is not a person of good character or any person who has been convicted of a felony. [Ord. 237 § 5, 1969; prior code § 21.50.050.]

18.20.060 Supervision of courts.

Each trailer court, while operated, shall be in charge of a responsible attendant or caretaker at all times, who shall be responsible, with the permittee, for compliance with the provisions of this chapter relating to the conduct of such courts. [Ord. 237 § 5, 1969; prior code § 21.50.060.]

18.20.070 Trailer spaces.

A. No trailer coach shall be parked closer than 10 feet to the side lot lines of a trailer court, or closer than 10 feet to a public street or alley.

B. Each individual trailer site shall abut or face on a driveway or clear, unoccupied space.

C. There shall be an open space of at least 16 feet between the sides of every trailer coach and at least 20 feet between the ends of every trailer coach. [Ord. 462 § 7, 1984; Ord. 237 § 5, 1969; prior code § 21.50.070.]

18.20.080 Water supply.

An adequate supply of pure water for drinking and domestic purposes from the borough water supply system or state-approved source shall be supplied to the trailer court. [Ord. 423 § 4, 1981; Ord. 237 § 5, 1969; prior code § 21.50.080.]

18.20.090 Sanitary facilities.

Each trailer court shall provide toilets, baths or showers which shall comply with the provisions of the ordinance relating thereto, to accommodate any trailer coach in which these units are not self-contained. [Ord. 237 § 5, 1969; prior code § 21.50.090.]

18.20.100 Garbage.

It shall be the duty of the owner, his agent or caretaker, to provide for the collection and removal of garbage or other waste materials and to otherwise maintain the court in a clean and sanitary condition. [Ord. 237 § 5, 1969; prior code § 21.50.100.]

18.20.110 Lights.

The court shall be kept properly and adequately lighted at all times so that the grounds shall be safe for occupants and visitors. [Ord. 237 § 5, 1969; prior code § 21.50.110.]

18.20.120 Permanent use restrictions.

A. It is unlawful for any person to remove the wheels or other transporting device from any trailer coach or otherwise to affix the trailer coach permanently to the ground so as to prevent ready removal of such trailer coach, unless a permit to do so is obtained as required for the construction of a new building. Any such alteration shall be construed as converting the trailer coach into a building and subject to the requirements of the zoning and building ordinances.

B. It is unlawful to occupy for sleeping or other residence purposes any trailer coach which has been rendered immobile by the removal of wheels, or placing the same on a foundation, or on the ground, unless such trailer coach in construction and location complies with the ordinances relating to the construction, wiring, plumbing, sewer facilities and other regulations applicable to single-family dwellings.

C. Any trailer coach or mobile home constructed before January 1, 1979, or narrower than 24 feet in width shall not be placed in the borough outside existing trailer courts or RR zones. [Ord. 462 § 7, 1984; Ord. 237 § 5, 1969; prior code § 21.50.120.]

18.20.130 Storage of trailers.

Nothing in this chapter shall be construed to prohibit the storage of any trailer coach for any length of time when the trailer coach is not used for living or sleeping purposes. [Ord. 237 § 5, 1969; prior code § 21.50.130.]

Chapter 18.24

DANGEROUS BUILDINGS

Sections:

- 18.24.010 Adoption.
- 18.24.015 Local amendments to the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.
- 18.24.020 Modifications.
- 18.24.025 Appeals.
- 18.24.030 Definitions.
- 18.24.040 Section 201b amended – Inspections.
- 18.24.050 Section 205 amended – Board of appeals.
- 18.24.060 Section 402 amended – Recordation of notice and order.
- 18.24.070 Section 404.3 added – Abatement of nuisance in emergency.
- 18.24.080 Section 501 amended – Form of appeal.
- 18.24.090 Section 802.1 amended – General.
- 18.24.100 Section 905 deleted and replaced – Personal obligation and special assessment.
- 18.24.110 Section 907 repealed and replaced – Authority for installment payment of assessments with interest.
- 18.24.120 Section 908 amended – Lien of assessment.

18.24.010 Adoption.

The bound volumes containing the code known as the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, of the International Conference of Building Officials, and every part thereof, together with the local amendments as set forth in this chapter, shall constitute the laws of the borough relating to the abatement of dangerous buildings. Copies of the Uniform Code for the Abatement of Dangerous Buildings may be examined at the borough offices. [Ord. 687 § 4, 2000.]

18.24.015 Local amendments to the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

The amendments to the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings are listed hereafter by section. The Uniform Code for the Abatement of Dangerous Buildings is also amended by the definitions contained in WMC 18.24.030. [Ord. 687 § 4, 2000.]

18.24.020 Modifications.

The building official shall have the power to modify any of the provisions of the Uniform Code for the Abatement of Dangerous Buildings adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modification, when granted or allowed, and the decision of the building official thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. [Ord. 687 § 4, 2000.]

18.24.025 Appeals.

Whenever the building official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decisions of the building official to the borough manager within 30 days from the date of the decision. [Ord. 833 § 45, 2009; Ord. 687 § 4, 2000.]

18.24.030 Definitions.

“Board of appeals” as used in the code means “borough assembly.” “Director of public works” as used in the code means “superintendent of public works.” “Fire marshal” as used in the code means “chief of the borough fire department.” “Misdemeanor” as used in the code means “violation.” [Ord. 687 § 4, 2000.]

18.24.040 Section 201b amended – Inspections.

Section 201b of the Uniform Code for the Abatement of Dangerous Buildings is amended by deleting “health officer, the.” [Ord. 687 § 4, 2000. Formerly § 18.24.201b.]

18.24.050 Section 205 amended – Board of appeals.

Section 205 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read as follows:

The Board of Appeals shall provide the final interpretation of the provisions of this code and hear appeals provided for hereunder. The board shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

[Ord. 687 § 4, 2000. Formerly § 18.24.205.]

18.24.060 Section 402 amended – Recordation of notice and order.

Section 402 of the Uniform Code for the Abatement of Dangerous Buildings is amended by changing the term “county recorder” as appears twice in this section to “Ketchikan District Recorder’s Office.” [Ord. 687 § 4, 2000. Formerly § 18.24.402.]

18.24.070 Section 404.3 added – Abatement of nuisance in emergency.

Section 404.3 is added to the Uniform Code for the Abatement of Dangerous Buildings to read as follows:

(.3) The Borough Manager upon the written recommendation of the building official, may abate any public nuisance summarily without notice in an emergency where the life or safety of the public is endangered and where immediate action is necessary and timely notice cannot be given. All other abatement proceedings, except the necessity and the manner and method of giving notice, shall apply to the nuisance summarily abated, including the recovery of the costs of the summary abatement.

[Ord. 687 § 4, 2000. Formerly § 18.24.404.3.]

18.24.080 Section 501 amended – Form of appeal.

Section 501 of the Uniform Code for the Abatement of Dangerous Buildings is amended by adding new paragraph 8 as follows:

8. The appellant shall pay a nonrefundable filing fee of \$50 to the Borough for processing the appeal, and the filing fee shall be deposited with the building official.

[Ord. 687 § 4, 2000. Formerly § 18.24.501.]

18.24.090 Section 802.1 amended – General.

Section 802.1 of the Uniform Code for the Abatement of Dangerous Buildings is amended by changing the word “shall” as appears twice in this subsection to “may.” [Ord. 687 § 4, 2000. Formerly § 18.24.802.1.]

18.24.100 Section 905 deleted and replaced – Personal obligation and special assessment.

Section 905 of the Uniform Code for the Abatement of Dangerous Buildings is deleted and replaced to read as follows:

(a) The responsibility for payment of the charges for abatements as set forth in this chapter shall rest upon the owners of the property upon which the abatement occurred, to include the owners at the time of occurrence of the condition rendering the property subject to these abatement proceedings and the owners at the time of the actual abatement proceedings.

(b) The borough shall have the right to bring suit for the collection of charges for abatement as set forth in this chapter plus costs and attorney’s fees against all the parties responsible for payment, jointly and severally.

(c) In addition, the borough shall have the right to impose an assessment against the property for the repayment of the abatement charges. If the borough proceeds with an assessment, it

shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment and a lien upon the property.

(d) The lien created herein may be enforced as provided in AS 34.35.005 – .045. The enforcement of the lien is a cumulative remedy and does not bar the collection of the charges for abatement as provided in subsection (b) above.

[Ord. 687 § 4, 2000. Formerly § 18.24.905.]

18.24.110 Section 907 repealed and replaced – Authority for installment payment of assessments with interest.

Section 907 of the Uniform Code for the Abatement of Dangerous Buildings is deleted and substituted with the following:

Payment Schedule – Delinquency, Interest. These matters shall be controlled by WMC 5.16.170.

[Ord. 687 § 4, 2000. Formerly § 18.24.907.]

18.24.120 Section 908 amended – Lien of assessment.

Section 908 of the Uniform Code for the Abatement of Dangerous Buildings is amended by deleting subsections (.1) and (.2) and substituting the following:

Immediately upon its being placed on the assessment roll the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed and to state, borough and borough property taxes upon the same property. The lien shall be paramount to all other liens. The lien shall continue until the assessment and all interest due and payable thereon are paid.

[Ord. 687 § 4, 2000. Formerly § 18.24.908.]

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	6

RESOLUTION No. 05-25-1941 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY25 BUDGET IN THE MUNICIPAL LIGHT & POWER FUND BY TRANSFERRING \$70,000 FROM THE FUND RESERVES TO THE CAPITAL EXPENDITURES ACCOUNT AND AUTHORIZING ITS EXPENDITURES FOR THE DIESEL GENERATOR #1 ENGINE REHABILITATION PROJECT

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required: \$70,000

FY 24: \$	FY 25: \$70,000	FY26: \$
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Amount Budgeted:

Account Number(s):

Account Name(s):

Unencumbered Balance(s) (prior to expenditure):

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. Res 05-25-1941.

RECOMMENDATION MOTION

Move to Approve Resolution No. 05-25-1941.

SUMMARY STATEMENT:

The Municipal Light & Power Department has undergone an upgrade to the diesel generator engine #1. The Borough is under contract with Marine Systems, Inc. (MSI) for this rehabilitation work.

During the scheduled rehabilitation work, it was discovered that the specifications on certain critical generator alignment points are out of specification range. CBW Diesel Mechanic, David McHolland's attached summary report provides a summary of the concern of the misalignment and future damage/impacts that are expected to occur if not corrected. The attached MSI mechanic's report identifies the level of excessive wear and misalignment created. MSI's center section rehabilitation work will not be warrantied if the misalignment work is not corrected.

With Resolution 05-25-1941 approved, the FY 2025 Budget in the Municipal Light & Power Fund will be amended to reflect a transfer in the amount of \$70,0000 from the Fund Reserves to the Capital Expenditures Budget in Municipal Light & Power Budget and with expenditure authorized for the Diesel Generator #1 Engine Rehabilitation capital project.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-25-1941

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY25 BUDGET IN THE MUNICIPAL LIGHT & POWER FUND BY TRANSFERRING \$70,000 FROM THE FUND RESERVES TO THE CAPITAL EXPENDITURES ACCOUNT AND AUTHORIZING ITS EXPENDITURES FOR THE DIESEL GENERATOR #1 ENGINE REHABILITATION PROJECT

WHEREAS, the Municipal Light & Power Department has undergone an upgrade to the engine #1 diesel generator to maintain sound operation in times of diesel power need; and

WHEREAS, the generator was found to have certain critical alignment points that are out their respective specification range, which will cause future damage/impacts if not corrected; and

WHEREAS, an amount of \$70,000 is required to cover the realignment costs for the Diesel Generator #1 Engine Rehabilitation project.

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

Section 1: The City and Borough of Wrangell FY 2025 Budget is amended to reflect a transfer in the amount of \$70,000 from the Municipal Light & Power Fund Reserves to the Capital Expenditures Account in Municipal Light & Power Budget and authorize its expenditure for the Diesel Generator #1 Engine Rehabilitation project.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th DAY OF MAY 2025.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of Change Order No. 1 to the Contract with Marine Systems, Inc. (MSI), in the amount of \$86,203.64, for Generator Unit #1 Engine Rehabilitation Project

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required: \$86,203.64

Amount Budgeted:

FY21 \$520,000+70,000

Account Number(s):

70300 203 9999 00 70010

Account Name(s):

Generator Unit #1 Engine
Rehabilitation CIP Fund

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. MSI proposal to perform generator alignment work; 2. MSI mechanics report of misalignment; 3. CBW Diesel Mechanic, David McHolland's review of generator misalignment; 4. Project Funding and Expense

RECOMMENDATION MOTION:

Move to Approve Change Order No. 1 to the Contract with Marine Systems, Inc. (MSI), in the amount of \$86,203.64, for Generator Unit #1 Engine Rehabilitation Project.

SUMMARY STATEMENT:

The Borough is under contract with Marine Systems, Inc. (MSI) for the rehabilitation of the Municipal Light and Power's diesel generator, Unit #1, center section.

During the scheduled rehabilitation work, it was discovered that the specifications on certain critical generator alignment points are out of specification range. CBW Diesel Mechanic, David McHolland's attached summary report provides a summary of the concern of the misalignment and future damage/impacts that are expected to occur if not corrected. The attached MSI mechanic's report identifies the level of excessive wear and misalignment created. MSI's center section rehabilitation work will not be warrantied if the misalignment work is not corrected.

Borough Manager's weekly update to the Borough Assembly advised that administration would be authorizing the necessary corrective measures to avoid further costs and delays associated with the technicians' return to Wrangell if not authorized while they were already in Wrangell, and that this change order would be a retroactive change order.

Accordingly, administration and staff recommend approving the change order for the realignment work, after bearing replacement, to MSI in the amount of \$86,203.64.

A project funding and expense report is attached for review.

(Note: As we experienced with the overhaul of Unit #5 in 2022, we expect there to be additional costs for the certain generator head cores that, upon inspection by the factory, may be deemed not rebuildable. The contract amount requested does not include a contingency for the cost to replace those head cores found to not be rebuildable, and the change order process will be followed to address additional costs that may be required for this matter once identified at a later date. Head core unit prices have been provided by MSI.)

Marine Systems, Inc.**CONDITION FOUND REPORT**
MSI Project # 6265472**Project CFR No. 1** UNIT Name: **UNIT 1**: Model # L20-645-F4B
SER # 85-E1-1028**CFR Title: Additional repairs and service above original estimate: Labor and expenses to realign Generator, after bearing replacement.***Statement of Condition Found (if needed attach separate documents, noting no. of pages attached in this block):*

1	Estimated Labor cost	\$ 74,368.00
1	Estimated Exp Cost	\$ 8,502.31
1	Estimated Additional freight charges	\$ 3,333.33

ESTIMATED, PARTS AND FREIGHT:**TOTAL ESTIMATE: \$ 86,203.64**

Prepared By: C. STRAHAN	206-788-2132	Project Supt: Ken Turner	4-29-25	Response Requested By: ASAP
Name	Phone Ext	Name	Date	DATE

Cores are to be returned to Marine Systems, Inc. Seattle, WA, within 30 Days of the completion of the project. Upon evaluation, core charges will be assessed and applied. All cores must be like in kind, complete, and rebuildable.

- Cores returned after 30 days from the date of project completion may result in no credit given, unless prior written authorization.
- Cores will be evaluated and may have additional charges for any deficiencies to return the core to a like in kind core.

*Customer's Reply:**Customer Signature & Date:* _____

From Ken Turner, MSI Generator Technician
April 29, 2025

City of Wrangell generator alignment

The previous inspection showed the bearing and support had excessive wear.
.040 between the outside bearing race and the support sleeve the spec, is .006 to .010
The generator bearing, bearing support were changed. With a .009 clearance.

The alignment at the coupling is .070 out of spec. The face of the generator is .050 out of spec.

The exciter is .032 out of spec.

From: [David McHolland](#)
To: [Mason Villarma](#); [Amber Al-Haddad](#)
Subject: Generator alignment
Date: Tuesday, April 29, 2025 1:44:40 PM
Attachments: [City of Wrangell generator alignment.docx](#)

Above is a brief description of the how far out of spec the generator alignment is by the MSI technician, but to sum things up and make it more understandable you have a misalignment between the generator and the engine and the generator armature is about 6000lbs a slight misalignment at 900rpms will cause a severe vibration and destroy the rear main bearing in the engine and destroy the bearing in the generator in a short period of time both of which we just replaced. This alignment issue will also cause the excitor stator to create an erratic voltage due to the poles being closer to one field then the other causing the generator to have larger swings in the load which is likely part of why we have been having programming issues with this generator. MSI will not warranty there work due to this issue if it is not corrected, it is far enough out of spec they feel as do I it would be not wise to even try and run it until it is realigned.

Thank you,
David Mcholland

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Project Available at Start of Construction Phase		AMOUNT	TOTALS
	Funding Available at Start of Construction Phase	\$ 520,000.00	
	Budget Amendment Resolution 05-25-1941, approved May 13, 2025	\$ 70,000.00	
	Total Project Funding to Date	\$ 590,000.00	\$ 590,000
MSI Contract		AMOUNT	
Original Contract	Diesel Generator #1 Center Section Overhaul	\$ 488,660.96	
Continency for Core Return	Continency for Core Return (condition will be realized once evakuated by the factory)	\$ 15,000.00	
Change Order #1	Generator Realignment	\$ 86,203.64	
	Total Construction Costs to Date	\$ 589,864.60	\$ (589,864.60)
Project Funds Remaining for Construction Phase			\$ 135.40

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 05-25-1942 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2025 BUDGET BY INCREASING AUTHORIZED EXPENDITURES IN THE ALDER TOP VILLAGE SUBDIVISION PROPERTY DEVELOPMENT ACCOUNT IN THE RESIDENTIAL CONSTRUCTION FUND FOR THE ALDER TOP VILLAGE SUBDIVISION PHASE I ROADWAY AND UTILITIES PROJECT IN THE AMOUNT OF \$545,680

SUBMITTED BY:

Mason Villarma, Finance Director
Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required: \$

FY 24: \$	FY 25: \$545,680	FY26: \$
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Amount Budgeted:

FY25 \$1,750,000

Account Number(s):

50000 000 9999 00 50002

Account Name(s):

Unencumbered Balance(s) (prior to expenditure):

\$1,750,000

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 No. 05-25-1942

RECOMMENDATION MOTION:

Move to approve Resolution No. 05-25-1942.

SUMMARY STATEMENT:

RES 05-25-1942 requests \$545,680 to meet the unmet funding needs for the Alder Top Village Subdivision Phase I Roadway and Utilities project.

The CBW issued a Notice Inviting Bids for the Roadway and Utilities project, and we received one bid on May 7th. The bid is in the amount of \$2,295,680. To include a limited Construction Administration and Inspection contract for engineering assistance through the construction phase, as well as a limited, 5% construction contingency, a total project funding need is approximately \$2,440,500.

The Borough allocated \$1,750,000 for the project in the FY25 Capital Budget and has received notification of a forthcoming grant award from the Denali Commission toward the project, in the amount of \$300,000. Given that it is late in the FY 2025 Budget Cycle and there are several land sale transactions, enterprise fund obligations, and the Denali Commission Grant. This budget amendment allows us to get through June 30th. At that time, the Borough will have a FY 2026 Alder Top budget proposal (and reallocation) will include some combination of the following funding sources:

- \$300,000 Denali Commission Grant
- \$148,500 WML&P Obligation (Transfer from)
- \$900,000 Estimated Land Sale Revenue in June 2025 Residential Construction Fund WCA Lot C and 6 lots adjacent to the hospital
- \$879,000 Sewer Obligation (Transfer from)
- \$1,293,600 Alder Top Lot Sales at FMV

Total possible funds for the project (\$3,521,100) significantly exceed the total phase 2 contract. Further discussion will be provided to the Assembly during the Budget Work Session on May 28th.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 05-25-1942

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2025 BUDGET BY INCREASING AUTHORIZED EXPENDITURES IN THE ALDER TOP VILLAGE SUBDIVISION PROPERTY DEVELOPMENT ACCOUNT IN THE RESIDENTIAL CONSTRUCTION FUND FOR THE ALDER TOP VILLAGE SUBDIVISION PHASE I ROADWAY AND UTILITIES PROJECT IN THE AMOUNT OF \$545,680

WHEREAS, the City and Borough of Wrangell, Alaska adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2024–2025; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

WHEREAS, the Borough received a single bid on May 7, 2025, in the amount of \$2,295,680 for the Alder Top Village Subdivision Phase I Roadway and Utilities Project, necessitating additional funding beyond current appropriations; and

WHEREAS, to move forward with construction and include limited Construction Administration and Inspection (CA&I) services and a 5% contingency, the total project need is approximately \$2,440,500; and

WHEREAS, \$1,750,000 has already been allocated in the FY25 Capital Budget, and the Borough has received notice of a forthcoming \$300,000 grant award from the Denali Commission; and

WHEREAS, an additional \$545,680 is required in FY25 to cover immediate funding needs and enable the Borough to proceed with the project prior to FY26 reallocation discussions; and

WHEREAS, staff will present a comprehensive FY26 Alder Top funding plan during the May 28, 2025, Budget Work Session, including proposed reallocation of lot sales revenue and enterprise fund contributions;

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

Section 1. The FY 2025 Budget is hereby amended to appropriate an additional \$545,680 from the Residential Construction Fund to the Alder Top Village Subdivision Phase I Roadway and Utilities Project.

Section 2. This budget amendment shall become effective upon adoption.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 13th Day of May, 2025.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of a contract award to Rock-N-Road Construction, Inc. in the amount of \$2,295,680 for the Alder Top Village Subdivision Phase I Roadway and Utilities Project

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required: \$2,295,680

Amount Budgeted:

Account Number(s):

50300-000-9999-00-50002

Account Name(s):

Alder Top Village Subdivision Ph I
Roadway and Utilities Project

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

ATTACHMENTS: 1. Bid Opening Checklist and Tabulation Summary for the Alder Top Village Subdivision Ph I Roadway and Utilities Project

RECOMMENDATION MOTION:

Move to approve a contract award to Rock-N-Road Construction, Inc. in the amount of \$2,295,680 for the Alder Top Village Subdivision Phase I Roadway and Utilities Project.

SUMMARY STATEMENT:

The Alder Top Village Subdivision Phase I Roadway and Utilities Project involves mobilization, construction surveying, clearing and grubbing, archaeological monitoring, gravel roadway, water main and water services, sewer main and sewer services, coordination for trenching and backfill for local utilities' installation of electrical, phone and cable systems, and other improvements as identified in the project documents. The Engineer's Estimate for all work was approximately \$1,900,000.

Following completion of the design work, the City & Borough of Wrangell issued an Invitation to Bid for the construction of the said project. On May 7, 2025, the CBW received one bid, according to the attached bid opening summary. Pending receipt of pre-award submittals from the contractor, staff recommend awarding the construction contract to the low bidder to Rock-N-Road Construction, Inc. for a total contract price of \$2,295,680.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of FY 2026 Wrangell Public Schools Budget and Local Funding Contribution in the Amount of \$1,425,841

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$1.425M Total

Fiscal Year 2026:	Amount: \$1.425M
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Amount Budgeted:

	Budget in process
--	-------------------

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
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	Name(s)
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	Name(s)
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<input type="checkbox"/>	Attorney
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<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1) Wrangell Public School FY 2026 Budget 2) Transmittal Letter

RECOMMENDATION MOTION:

Move to Approve the FY 2026 Wrangell Public Schools Budget and Local Funding Contribution in the Amount of \$1,425,841.

SUMMARY STATEMENT:

By state statute the school district is required to submit a budget to the Assembly by May 1st. The Assembly has 30 days to approve the district budget and local contribution. The FY26 School Budget assumes revenue from the City & Borough of Wrangell (CBW) in the amount of **\$1.4M**.

The City and Borough of Wrangell's minimum and maximum contribution thresholds as determined by the Alaska Department of Education and Early development is as follows (for local contribution alone):

Min: \$885,962

Max: \$1,757,994

The above maximum and minimum contributions reflect local borough funding sources. Any additional funding over the locally funded maximum would inherently be considered a federal pass-through of secure rural schools funding. That is not to say that the federal pass-through is only the amount more than the local cap.

The current draft of the FY2026 Annual Budget for the City and Borough of Wrangell reflects a slightly higher contribution than assumed by WPS. The \$1,425,841 contribution is proposed to be funded as follows:

\$800,000	WPSD Local Contribution Fund (originally derived from 20% of sales tax revenue)
\$25,841	SRS -1908 (substitute payment)
<u>\$600,000</u>	Property Tax Revenue (approximately 2.45 mills)
\$1,425,841	

***Disclaimer:** Final source totals of the funding proposal above may be adjusted based on sales tax and property tax actions that will be determined in the coming weeks. That said, the overall contribution would remain the same if approved by the Assembly.*

Any additional contribution requested in excess of the \$1,425,841 presented in the Borough's current FY2026 draft budgeted would come from the SRS Fund unrestricted fund balance which is already committed to capital projects such as the HS Elevator replacement.

Important:** Through conversations with our State lobbyist we believe the final operating budget will include a BSA increase of \$700/pupil. **No BSA increase is reflected in the District's adopted budget.

Ultimately, school funding is a national issue, but an even more prominent issue in our State. Deficient funding has been exacerbated by SRS not being authorized –an estimated loss of \$800k. Management in good faith cannot propose a funding option that is unsustainable. Any amount in excess of the proposal would place an unsustainable burden on the General Fund unless the mill rate is increased.

Administration recommends the Assembly make the motion as written. Once discussion has taken place, the Assembly can amend the motion if necessary.



May 1, 2025

Mayor and Assembly Members
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

Dear Mayor and Members of the Assembly,

In accordance with AS 14.14.060(c), Wrangell Public Schools hereby submits its Board-approved FY26 budget for your review by the May 1 statutory deadline.

As part of our ongoing planning process, we have updated our student enrollment projections to include 5 Intensive Needs Special Education students (up from our prior estimate of 4) for FY26. This revision increases the maximum allowable local contribution to approximately \$1.72 million. While we recognize that the City and Borough is not required to contribute the full amount, there remains flexibility to increase the local contribution, which we are currently budgeting at \$1.4 million.

At present, State education funding remains flat, and no increases to the Base Student Allocation (BSA) have been approved. Though the Governor has been presented with another funding bill, which he could sign today, we are budgeting based on a BSA of \$5,960.

We also recognize that the City continues to face financial pressures, and that a reduced local contribution for FY26 is currently under discussion. If finalized, this would represent the second consecutive year of decreased local support, which has a cumulative impact on the District's budget. We understand the Borough is working to balance competing priorities, and we remain sincerely grateful for your ongoing partnership. We also appreciate the recognition of wholesale utility rates as an in-kind contribution beginning in FY26, which would provide much-needed relief to our operating budget.

To help mitigate the funding gap, the School Board has approved a transfer of up to \$250,000 from the District's Major Maintenance Fund, which currently includes reserves set aside in a prior fiscal year using one-time, unanticipated revenue from an increase in Intensive Needs Special Education students. These funds were originally earmarked for future capital needs, including potential

matching requirements for the CIP grant. While this action will reduce interest earnings and limit resources available for facility projects, grant change orders/cost overruns, and emergency repairs, the Board has determined that the transfer is a necessary step to preserve educational programming in FY26 — particularly in light of reduced revenue, not limited to the impact of the sharp decline in Intensive Needs enrollment.

The District has also reduced expenditures beginning in FY25 and continuing into FY26, reflecting thoughtful, program-level adjustments. We continue to evaluate additional cost-saving measures, including—but not limited to — staffing adjustments in selected departments. These are difficult decisions, but ones we are committed to making with care, transparency, and a focus on long-term sustainability.

We remain deeply appreciative of the City and Borough’s continued support and collaboration. As you consider the FY26 local contribution, we respectfully ask that you take these updates into account. Your partnership remains essential to maintaining a stable and effective learning environment for Wrangell students.

Please don’t hesitate to reach out if additional information or clarification is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristy Andrew', with a stylized, flowing script.

Kristy Andrew
Business Manager
kandrew@wpsd.us

Wrangell Public Schools

FY26 Approved Budget

SUMMARY OF BUDGET PROCESS AND CONSIDERATIONS

FY25 Budget Updates

Throughout Fiscal Year 2025, the District has implemented targeted expenditure reductions to respond to changing conditions and position itself for the financial challenges anticipated in Fiscal Year 2026:

- The original adopted FY25 budget projected expenditures of \$6,016,349.
- The FY25 Q2 Budget Revision lowered projected expenditures to \$5,905,451, a reduction of \$110,898 from the original adopted budget.
- The FY25 Q3 Budget Revision further reduced expenditures to \$5,717,345, representing an additional \$188,106 in reductions compared to Q2 and a total reduction of \$299,004 from the original FY25 adopted budget.

These reductions reflect the District's commitment to controlling spending in the face of declining revenues while protecting essential services.

Leading into FY25, the District was able to take advantage of additional budgetary savings and the temporary fund balance waiver granted by the State. This strategic approach allowed the District to increase reserves beyond typical statutory limits, critical for stable educational programming during FY25 and enabling a higher reserve balance to carry forward into FY26 than would ordinarily be permitted.

The FY25 ending fund balance, which will carry into FY26, may be slightly higher than current estimates depending on actual year-end figures. However, available reserves continue to decrease, leaving little financial cushion for the coming year.

FY26 Budget Development

Development of the Fiscal Year 2026 budget has focused on balancing continued revenue uncertainty with the goal of sustaining educational services:

- FY26 Draft II budgeted expenditures were initially set at \$6,113,392.
- The FY26 Approved version reduces expenditures to \$5,979,213, representing an additional \$134,179 in expenditure cuts since Draft II.
- Updated revenue projections now account for enrollment of five Intensive Special Education students, resulting in an estimated increase of approximately \$77,000 to Foundation funding.

To further address projected shortfalls, the Board has approved a transfer from the Major Maintenance Fund, or up to \$250,000, to support FY26 operations. As discussed in the Board's resolution, while this transfer will reduce future capital maintenance reserves and associated interest earnings, it represents a necessary measure to sustain current educational programming for students amid revenue pressures.

The FY26 Approved Budget contains a near-zero fund balance, highlighting the District's limited financial flexibility amid continued dependence on external revenue sources.

Several variables remain uncertain:

- State funding levels: The FY26 budget assumes the current Base Student Allocation (BSA) of \$5,960, pending any legislative changes.
- Collective bargaining outcomes: The final results of ongoing labor negotiations may impact FY26 expenditure requirements.

The District continues to actively seek full local funding support from the City and Borough of Wrangell, as well as an increase to the Base Student Allocation (at the State level), to help preserve student programs. At the same time, leadership is reviewing opportunities to improve operational efficiency and prioritize available resources. As part of this effort, potential adjustments are being considered across multiple areas, including, but not limited to, staffing in selected departments.

Respectfully submitted,

Kristy Andrew
Business Manager

Wrangell Public Schools

Fiscal Year 2025-2026

Basic Need Calculation

Base	K-6 ADM	7-12 ADM	Total ADM
Evergreen Elementary	130.00	-	130.00
Stikine Middle School	22.00	43.00	65.00
Wrangell High School	-	65.00	65.00
Total	152.00	108.00	260.00
School Size Adjustment	220.26	164.76	385.02
<i>Special Education Intensive Count</i>			5.00
Other Factor Adjustments	Factor		ADM
+ Hold Harmless (if applicable)	-		385.02
x District Cost Factor	1.159		446.24
x Special Needs Factor	1.200		535.49
x Vocational/Technical Factor	1.015		543.52
+ Correspondence 90%	-		543.52
+ Intensive Services Factor	65.000		608.52
Total Adjusted ADM			608.52
Base Student Allocation (BSA)			5,960
Funding			
Base Need Total			3,626,768
- Required Local Effort			(885,962)
- Deductible Impact Aid			(416)
+ Quality Schools			9,736
Projected State Entitlement (Foundation)			2,750,126

Local Effort Calculation

2024 Full Value Determination		334,325,434
Prior Year Basic Need		3,859,208
Projected Basic Need		3,626,768
Full Value x 0.00265		885,962
45% Prior Year Basic Need	<i>Whichever is lesser.</i>	1,736,644
Minimum Required Local Contribution		885,962
Full Value x 0.00200		668,651
23% of Projected Base Need + Quality Schools	<i>Whichever is greater.</i>	836,396
Additional Allowable Local Contribution		836,396
Maximum Allowable Local Contribution	<i>Minimum + Additional Allowable</i>	1,722,358

Estimate updated April 21, 2025

Wrangell Public Schools

Item f.

FY26 Approved Budget General Fund Summary

	FY23 Actuals	FY24 Actuals	FY25 Q3 Rev.	FY26 Draft IV	FY26 Approved
Revenue					
011: BOROUGH DIRECT APPROPR.	741,489	700,000	750,000	1,400,000	1,400,000
030: EARNINGS ON INVESTMENTS	19,803	39,672	100,010	70,000	70,000
040: OTHER LOCAL REVENUE	37,362	1,921	1,000	7,600	7,600
044: STUDENT FEES	4,327	41,457	38,000	31,400	31,400
047: ERATE REVENUE	153,624	98,338	107,380	91,000	91,000
051: FOUNDATION PROGRAM	3,147,078	3,329,459	2,996,706	2,662,909	2,740,389
052: QUALITY SCHOOLS	10,493	10,751	10,360	9,528	9,736
056: TRS ON-BEHALF REVENUE	197,052	226,526	322,302	375,589	375,589
057: PERS ON-BEHALF REVENUE	20,201	21,350	38,935	55,599	55,599
090: ONE-TIME STATE FUNDING	144,325	227,455	452,087		
091: PFD RAFFLE	1,108	1,304	1,065	1,065	1,065
110: IMPACT AID	568	618			
190: FED SRCS THRU OTHER INTERM.	876,140	901,708	550,000		
250: Transfers In					250,000
Revenue	5,353,570	5,600,559	5,367,845	4,704,690	5,032,378

Expenditures					
100: INSTRUCTION	(2,026,630)	(2,157,501)	(2,236,338)	(2,263,796)	(2,263,796)
160: VOCATIONAL EDUCATION	(95,415)	(109,877)	(110,633)	(113,059)	(113,059)
200: SPECIAL EDUCATION	(425,146)	(449,497)	(417,330)	(462,195)	(437,388)
220: SPECIAL ED SUPPORT SERVICES	(40,612)	(51,687)	(104,099)	(108,390)	(108,390)
300: SUPPORT SERVICES STUDENTS	(118,913)	(121,676)	(77,357)	(81,771)	(81,771)
350: SUPPORT SERVICES INSTRUCTION	(91,438)	(27,338)	(88,817)	(82,446)	(82,446)
360: INSTRUCTIONAL RELATED TECH	(192,711)	(150,607)	(125,150)	(137,000)	(137,000)
400: SCHOOL ADMINISTRATION	(28,580)	(39,313)	(295,121)	(340,401)	(340,401)
450: SCHOOL ADMIN SUPPORT SVCS	(216,980)	(230,673)	(244,202)	(249,727)	(277,515)
510: DISTRICT ADMINISTRATION	(209,792)	(215,362)	(278,500)	(288,062)	(288,062)
511: BOARD OF EDUCATION	(58,212)	(75,683)	(85,446)	(86,483)	(86,483)
550: DISTRICT ADMIN SUPPORT SVCS	(267,173)	(198,095)	(218,872)	(243,406)	(243,406)
560: ADMINISTRATIVE TECH SVCS	(159,575)	(177,604)	(234,849)	(225,287)	(225,287)
600: OPERATIONS & MAINT. OF PLANT	(831,070)	(884,286)	(953,994)	(1,027,868)	(1,027,868)
700: STUDENT ACTIVITIES	(185,289)	(234,387)	(246,637)	(266,341)	(266,341)
Expenditures	(4,947,536)	(5,123,586)	(5,717,345)	(5,976,232)	(5,979,213)

Transfers Out

900: OTHER FINANCING USES	(263,000)		(30,000)	(30,000)	(30,000)
Transfers Out	(263,000)		(30,000)	(30,000)	(30,000)

Net Change in Fund Balance	143,034	476,973	(379,500)	(1,301,542)	(976,835)
Fund Balance, Beginning of Year*	**809,841	952,303	1,377,535	990,701	990,701
Fund Balance, End of Year*	952,303	1,377,535	990,701	(-310,841)	13,866

* Represents total fund balance, not available cash / ** Adjusted to match financial statements

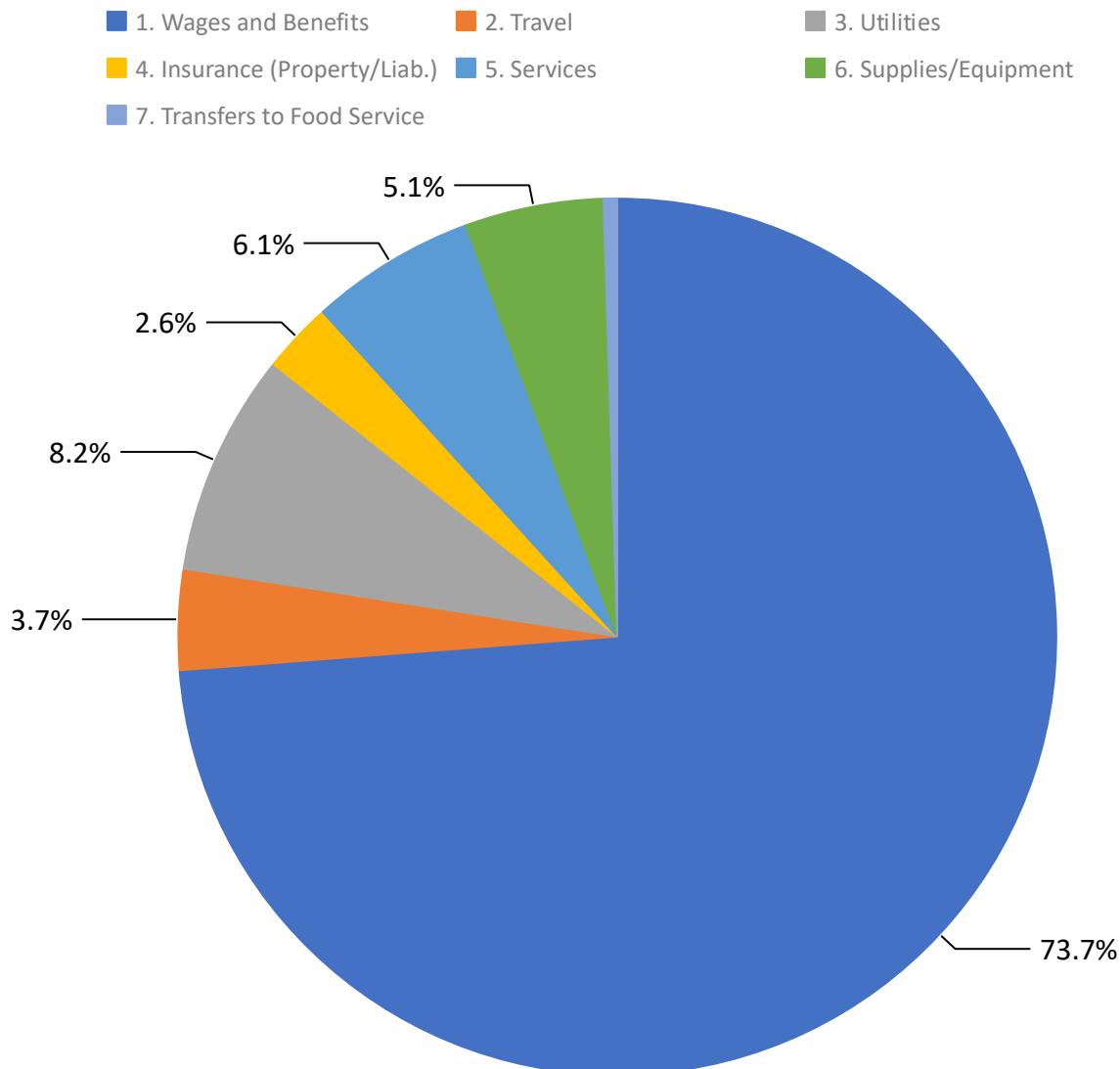
Wrangell Public Schools

FY26 Approved Budget

General Fund Expenditures by Category

Item f.

1. Wages and Benefits	4,429,906
2. Travel	223,646
3. Utilities	494,967
4. Insurance (Property/Liab.)	153,658
5. Services	367,775
6. Supplies/Equipment	309,261
7. Transfers to Food Service	30,000
	6,009,213



Wrangell Public Schools

FY26 Approved Budget

General Fund Expenditures by Location

Item f.

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	FY26 Approved
010: WRANGELL HIGH SCHOOL					
100: INSTRUCTION					
315: TEACHER	(415,850)	(411,409)	(436,884)	(432,211)	(432,211)
317: CERTIFIED SUBSTITUTES	(3,083)	(1,417)	(1,900)	(1,900)	(1,900)
323: AIDES	(28,938)	(53,160)	(64,972)	(66,607)	(66,607)
329: SUBSTITUTES/TEMPORARIES	(3,606)	(7,398)	6,314	(8,000)	(8,000)
361: INSURANCE - LIFE & HEALTH	(131,856)	(119,542)	(150,487)	(174,365)	(174,365)
362: UNEMPLOYMENT INSURANCE	(351)	(2,137)	(881)	(884)	(884)
363: WORKER'S COMP	(3,826)	(2,327)	(2,347)	(2,363)	(2,363)
364: FICA	(6,797)	(8,101)	(7,390)	(7,500)	(7,500)
365: TRS	(50,583)	(50,420)	(53,456)	(54,286)	(54,286)
366: PERS	(6,204)	(12,274)	(14,333)	(14,654)	(14,654)
367: TRS ON-BEHALF	(43,928)	(46,836)	(68,224)	(81,126)	(81,126)
368: PERS ON-BEHALF	(1,349)	(1,393)	(3,101)	(4,216)	(4,216)
369: OTHER	(6,131)	(5,008)	(5,218)	(5,307)	(5,307)
410: PROFESSIONAL & TECHNICAL	(783)				
420: STAFF TRAVEL	(25,468)	(901)	(10,712)	(11,033)	(11,033)
425: STUDENT TRAVEL		(1,096)			
440: OTHER PURCHASED SERVICES	(752)	(1,891)	(2,575)	(2,652)	(2,652)
450: SUPPLIES, MATERIALS & MEDIA	(17,751)	(5,763)	(15,450)	(15,914)	(15,914)
471: Textbooks	(7,897)	(10,851)	(9,000)	(9,270)	(9,270)
475: TECHNOLOGY SUPPLIES	(7,958)	(80,646)	(30,000)	(25,000)	(25,000)
490: OTHER EXPENSES	(243)	(794)	(515)	(530)	(530)
491: DUES & FEES		(150)			
100: INSTRUCTION	(763,354)	(823,514)	(871,131)	(917,818)	(917,818)
160: VOCATIONAL EDUCATION					
315: TEACHER	(55,467)	(55,173)	(55,173)	(55,173)	(55,173)
317: CERTIFIED SUBSTITUTES		(142)	(200)	(200)	(200)
329: SUBSTITUTES/TEMPORARIES	(1,148)	52			
361: INSURANCE - LIFE & HEALTH	(92)	(92)	(85)	(92)	(92)
362: UNEMPLOYMENT INSURANCE	(44)	(260)	(103)	(102)	(102)
363: WORKER'S COMP	(477)	(286)	(273)	(273)	(273)
364: FICA	(136)	(884)	(837)	(837)	(837)
365: TRS	(6,861)	(6,930)	(6,930)	(6,930)	(6,930)
367: TRS ON-BEHALF	(5,859)	(6,737)	(9,248)	(10,829)	(10,829)
369: OTHER	(2,603)	(2,520)	(2,520)	(2,520)	(2,520)
420: STAFF TRAVEL	(134)				
425: STUDENT TRAVEL	(87)	(448)			
450: SUPPLIES, MATERIALS & MEDIA	(1,600)	(5,486)	(1,545)	(1,591)	(1,591)
160: VOCATIONAL EDUCATION	(74,508)	(78,906)	(76,914)	(78,547)	(78,547)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
315: TEACHER	(60,714)	(59,809)	(59,809)	(67,510)	(67,510)
317: CERTIFIED SUBSTITUTES		(695)	(700)	(700)	(700)
323: AIDES	(86,325)	(67,327)	(28,770)	(42,133)	(20,442)
324: SUPPORT STAFF	(2,417)	(9,011)	(7,513)	(7,658)	(7,658)
329: SUBSTITUTES/TEMPORARIES	(3,553)	(3,703)	(3,300)	(3,300)	(3,300)
361: INSURANCE - LIFE & HEALTH	(16,714)	(20,326)	(21,097)	(24,276)	(24,276)
362: UNEMPLOYMENT INSURANCE	(121)	(636)	(196)	(198)	(100)
363: WORKER'S COMP	(1,323)	(682)	(510)	(518)	(450)
364: FICA	(2,991)	(2,286)	(2,050)	(3,020)	(1,360)
365: TRS	(6,959)	(7,512)	(7,512)	(8,480)	(8,480)
366: PERS	(20,442)	(16,860)	(9,200)	(10,954)	(6,200)
367: TRS ON-BEHALF	(6,413)	(6,984)	(9,587)	(12,672)	(12,672)
368: PERS ON-BEHALF	(4,174)	(2,031)	(2,220)	(3,151)	(1,780)
369: OTHER	(8,589)	(4,588)	(2,859)	(3,052)	(1,730)
420: STAFF TRAVEL			(1,607)	(1,655)	(1,655)
440: OTHER PURCHASED SERVICES		(123)			
450: SUPPLIES, MATERIALS & MEDIA	(7,775)	(1,127)	(3,090)	(3,183)	(3,183)
471: Textbooks			(800)	(824)	(824)
475: TECHNOLOGY SUPPLIES	(64)	(23)	(2,500)	(3,000)	(3,000)
200: SPECIAL EDUCATION	(228,574)	(203,723)	(163,320)	(196,284)	(165,320)
220: SPECIAL ED SUPPORT SERVICES					
418: Other Professional Services		(5,798)			
220: SPECIAL ED SUPPORT SERVICES		(5,798)			
300: SUPPORT SERVICES STUDENTS					
318: COUNSELOR	(54,322)	(56,520)	(30,654)	(30,839)	(30,839)
329: SUBSTITUTES/TEMPORARIES	(547)	346			
361: INSURANCE - LIFE & HEALTH	(15,813)	(16,635)	(4,295)	(5,530)	(5,530)
362: UNEMPLOYMENT INSURANCE	(43)	(157)	(56)	(66)	(66)
363: WORKER'S COMP	(464)	(277)	(145)	(167)	(167)
364: FICA	(1,071)	(802)	(445)	(448)	(448)
365: TRS	(7,044)	(7,099)	(3,850)	(3,874)	(3,874)
367: TRS ON-BEHALF	(5,738)	(6,600)	(4,914)	(5,788)	(5,788)
369: OTHER	(327)				
410: PROFESSIONAL & TECHNICAL			(300)	(309)	(309)
420: STAFF TRAVEL			(1,350)	(1,390)	(1,390)
450: SUPPLIES, MATERIALS & MEDIA	(913)	(4)	(206)	(212)	(212)
300: SUPPORT SERVICES STUDENTS	(86,282)	(87,748)	(46,215)	(48,623)	(48,623)
350: SUPPORT SERVICES INSTRUCTION					
323: AIDES	(11,987)	(320)	(9,381)		
324: SUPPORT STAFF	(729)				
329: SUBSTITUTES/TEMPORARIES	(1,558)				
361: INSURANCE - LIFE & HEALTH	(12,714)				
362: UNEMPLOYMENT INSURANCE	(11)				
363: WORKER'S COMP	(115)				
365: TRS	221				
366: PERS	(2,637)				
368: PERS ON-BEHALF	(552)				

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
369: OTHER	(1,065)	(20)			
410: PROFESSIONAL & TECHNICAL		(600)			
418: Other Professional Services		(460)			
450: SUPPLIES, MATERIALS & MEDIA	(1,014)	(455)	(2,575)	(2,652)	(2,652)
475: TECHNOLOGY SUPPLIES	(3,811)	(3,303)	(2,122)	(2,500)	(2,500)
490: OTHER EXPENSES	(1,200)	(499)	(772)	(795)	(795)
491: DUES & FEES		(385)			
510: EQUIPMENT			(1,000)	(1,030)	(1,030)
350: SUPPORT SERVICES INSTRUCTION	(37,172)	(6,042)	(15,850)	(6,977)	(6,977)
400: SCHOOL ADMINISTRATION					
313: PRINCIPAL			(54,236)	(61,275)	(61,275)
361: INSURANCE - LIFE & HEALTH			(6,847)	(8,595)	(8,595)
362: UNEMPLOYMENT INSURANCE		(260)	(105)	(108)	(108)
363: WORKER'S COMP			(236)	(290)	(290)
364: FICA			(723)	(888)	(888)
365: TRS			(6,264)	(7,696)	(7,696)
367: TRS ON-BEHALF	(6,088)	(7,273)	(9,594)	(11,501)	(11,501)
420: STAFF TRAVEL		(584)	(1,200)	(1,236)	(1,236)
433: COMMUNICATIONS	(611)	(799)	(1,236)	(1,273)	(1,273)
450: SUPPLIES, MATERIALS & MEDIA	(1,728)	(1,775)	(1,813)	(1,867)	(1,867)
475: TECHNOLOGY SUPPLIES			(500)	(1,000)	(1,000)
490: OTHER EXPENSES		(46)			
491: DUES & FEES	(385)		(1,030)	(1,061)	(1,061)
510: EQUIPMENT		(5,400)			
400: SCHOOL ADMINISTRATION	(8,812)	(16,137)	(83,784)	(96,790)	(96,790)
450: SCHOOL ADMIN SUPPORT SVCS					
324: SUPPORT STAFF	(28,493)	(27,411)	(35,410)	(39,320)	(39,320)
329: SUBSTITUTES/TEMPORARIES	(1,029)	(5,122)	(6,700)	(6,700)	(6,700)
361: INSURANCE - LIFE & HEALTH	(11,756)	(33,107)	(11,665)		(27,788)
362: UNEMPLOYMENT INSURANCE	(22)	(149)	(66)	(72)	(72)
363: WORKER'S COMP	(244)	(158)	(171)	(186)	(186)
364: FICA	(749)	(679)	(1,500)	(3,008)	(3,008)
366: PERS	(5,998)	(6,077)	(7,630)	(8,650)	(8,650)
368: PERS ON-BEHALF	(1,304)	(737)	(1,671)	(2,488)	(2,488)
369: OTHER	(2,403)	(1,664)	(2,171)	(2,410)	(2,410)
410: PROFESSIONAL & TECHNICAL	(410)		(120)	(124)	(124)
433: COMMUNICATIONS	(1,599)	(2,260)	(3,090)	(3,183)	(3,183)
440: OTHER PURCHASED SERVICES	(1,863)	(1,020)	(3,090)	(3,183)	(3,183)
450: SUPPLIES, MATERIALS & MEDIA	(63)	(602)	(2,000)	(2,060)	(2,060)
475: TECHNOLOGY SUPPLIES			(5,000)	(5,500)	(5,500)
450: SCHOOL ADMIN SUPPORT SVCS	(55,933)	(78,986)	(80,284)	(76,884)	(104,672)
600: OPERATIONS & MAINT. OF PLANT					
325: MAINTENANCE/CUSTODIAL	(32,489)	(33,706)	(36,717)	(37,791)	(37,791)
329: SUBSTITUTES/TEMPORARIES	(3,317)				
361: INSURANCE - LIFE & HEALTH	(141)	(121)	(121)	(132)	(132)
362: UNEMPLOYMENT INSURANCE	(27)	(166)	(75)	(76)	(76)
363: WORKER'S COMP	(293)	(852)	(976)	(1,002)	(1,002)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
364: FICA	(700)	(518)	(585)	(600)	(600)
366: PERS	(7,610)	(7,350)	(8,700)	(8,314)	(8,314)
368: PERS ON-BEHALF	(1,443)	(901)	(1,748)	(2,392)	(2,392)
369: OTHER	(6,154)	(5,538)	(8,700)	(6,137)	(6,137)
410: PROFESSIONAL & TECHNICAL	(1,206)	(3,679)	(5,800)	(5,974)	(5,974)
430: UTILITIY SERVICES	(20,502)	(24,026)	(20,909)	(21,536)	(21,536)
436: ELECTRICITY	(119,663)	(121,910)	(134,286)	(142,000)	(142,000)
438: ENERGY	16,189	(28)			
440: OTHER PURCHASED SERVICES	(250)	(200)	(9,000)	(9,270)	(9,270)
442: SITE & BUILDING REPAIR			(1,000)	(1,030)	(1,030)
443: EQUIPMENT REPAIR	(3,062)	(2,181)	(3,500)	(3,605)	(3,605)
446: PROPERTY INSURANCE	(33,766)	(34,281)	(43,604)	(47,964)	(47,964)
450: SUPPLIES, MATERIALS & MEDIA	(5,577)	(5,137)	(6,000)	(6,180)	(6,180)
452: MAINT/CONST SUPPLIES/MATERIALS	(10,076)	(3,163)	(6,000)	(6,180)	(6,180)
453: JANITORIAL SUPPLIES	(6,357)	(3,277)	(4,900)	(5,047)	(5,047)
457: SMALL TOOLS & EQUIPMENT	(2,966)	(3,890)	(2,000)	(2,060)	(2,060)
490: OTHER EXPENSES		(500)			
491: DUES & FEES	(500)				
600: OPERATIONS & MAINT. OF PLANT	(239,910)	(251,424)	(294,621)	(307,290)	(307,290)
700: STUDENT ACTIVITIES					
316: EXTRA DUTY PAY	(10,923)	(12,588)	(12,043)	(13,098)	(13,098)
321: DIRECTOR	(12,546)	(10,167)	(10,417)	(17,000)	(17,000)
329: SUBSTITUTES/TEMPORARIES	(33,642)	(46,353)	(42,000)	(42,000)	(42,000)
361: INSURANCE - LIFE & HEALTH	(434)				
362: UNEMPLOYMENT INSURANCE	(49)	(330)	(130)	(148)	(148)
363: WORKER'S COMP	(532)	(335)	(316)	(361)	(361)
364: FICA	(5,382)	(3,668)	(4,730)	(4,407)	(4,407)
365: TRS	(1,901)	(1,325)	(1,137)	(1,137)	(1,137)
366: PERS	(933)	(3,412)	(460)	(1,267)	(1,267)
367: TRS ON-BEHALF	(1,471)	(1,232)	(1,936)	(2,267)	(2,267)
368: PERS ON-BEHALF	(569)	(421)	(314)	(364)	(364)
369: OTHER	(140)	(951)	(722)	(671)	(671)
420: STAFF TRAVEL	(753)	(21,740)	(25,000)	(32,960)	(32,960)
425: STUDENT TRAVEL	(91,856)	(103,090)	(101,600)	(106,708)	(106,708)
440: OTHER PURCHASED SERVICES	(3,882)	(5,435)	(1,545)	(1,591)	(1,591)
450: SUPPLIES, MATERIALS & MEDIA	(2,435)	(5,308)	(6,500)	(6,695)	(6,695)
490: OTHER EXPENSES	(1,990)	(150)	(5,150)	(5,304)	(5,304)
491: DUES & FEES	(1,424)	(1,580)	(6,000)	(4,120)	(4,120)
700: STUDENT ACTIVITIES	(170,862)	(218,085)	(220,000)	(240,098)	(240,098)
010: WRANGELL HIGH SCHOOL	(1,665,407)	(1,770,363)	(1,852,119)	(1,969,311)	(1,966,135)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> <div>Approved</div>
100: STIKINE MIDDLE SCHOOL					
100: INSTRUCTION					
315: TEACHER	(252,170)	(242,677)	(251,874)	(257,653)	(257,653)
317: CERTIFIED SUBSTITUTES		(38)	(100)	(100)	(100)
329: SUBSTITUTES/TEMPORARIES	(4,393)	(1,459)	(1,000)	(1,000)	(1,000)
361: INSURANCE - LIFE & HEALTH	(44,150)	(49,971)	(47,649)	(55,197)	(55,197)
362: UNEMPLOYMENT INSURANCE	(199)	(1,129)	(467)	(474)	(474)
363: WORKER'S COMP	(2,166)	(1,229)	(1,224)	(1,246)	(1,246)
364: FICA	(4,032)	(3,729)	(3,793)	(4,000)	(4,000)
365: TRS	(31,258)	(30,480)	(31,635)	(32,361)	(32,361)
367: TRS ON-BEHALF	(26,638)	(28,614)	(40,756)	(48,807)	(48,807)
369: OTHER	(7,222)	(6,500)	(5,976)	(5,976)	(5,976)
420: STAFF TRAVEL			(4,285)	(4,414)	(4,414)
440: OTHER PURCHASED SERVICES	(743)	(1,700)	(3,060)	(3,152)	(3,152)
450: SUPPLIES, MATERIALS & MEDIA	(2,531)	(3,838)	(4,120)	(4,244)	(4,244)
471: Textbooks	(7,357)	(11,294)	(8,000)	(8,240)	(8,240)
475: TECHNOLOGY SUPPLIES	(3,802)	(3,117)	(8,000)	(8,500)	(8,500)
491: DUES & FEES	(25)	(114)			
100: INSTRUCTION	(386,686)	(385,889)	(411,939)	(435,364)	(435,364)
160: VOCATIONAL EDUCATION					
315: TEACHER	(15,848)	(23,645)	(23,645)	(23,645)	(23,645)
329: SUBSTITUTES/TEMPORARIES		252			
361: INSURANCE - LIFE & HEALTH	(26)	(40)	(36)	(40)	(40)
362: UNEMPLOYMENT INSURANCE	(12)	(110)	(44)	(44)	(44)
363: WORKER'S COMP	(134)	(121)	(117)	(117)	(117)
364: FICA		(359)	(359)	(359)	(359)
365: TRS	(1,960)	(2,970)	(2,970)	(2,970)	(2,970)
367: TRS ON-BEHALF	(1,674)	(2,761)	(3,790)	(4,438)	(4,438)
369: OTHER	(744)	(1,080)	(1,080)	(1,080)	(1,080)
450: SUPPLIES, MATERIALS & MEDIA	(86)		(1,030)	(1,061)	(1,061)
160: VOCATIONAL EDUCATION	(20,484)	(30,834)	(33,071)	(33,754)	(33,754)
200: SPECIAL EDUCATION					
315: TEACHER	(9,903)	(9,736)	(9,736)	(10,990)	(10,990)
329: SUBSTITUTES/TEMPORARIES	(1,503)	(977)	(1,300)	(1,300)	(1,300)
361: INSURANCE - LIFE & HEALTH	(1,933)	(3,000)	(3,176)	(3,654)	(3,654)
362: UNEMPLOYMENT INSURANCE	(9)	(49)	(18)	(18)	(18)
363: WORKER'S COMP	(97)	(53)	(46)	(46)	(46)
364: FICA	(202)	(216)	(140)	(137)	(137)
365: TRS	(1,133)	(1,223)	(1,223)	(1,380)	(1,380)
367: TRS ON-BEHALF	(1,046)	(1,137)	(1,561)	(2,062)	(2,062)
369: OTHER	(60)				
410: PROFESSIONAL & TECHNICAL		(800)			
420: STAFF TRAVEL			(750)	(772)	(772)
440: OTHER PURCHASED SERVICES		(903)			
450: SUPPLIES, MATERIALS & MEDIA	(1,733)	(33)	(3,090)	(3,183)	(3,183)
471: Textbooks			(2,800)	(2,884)	(2,884)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
200: SPECIAL EDUCATION	(17,619)	(18,127)	(23,840)	(26,426)	(26,426)
220: SPECIAL ED SUPPORT SERVICES					
418: Other Professional Services		(738)			
220: SPECIAL ED SUPPORT SERVICES		(738)			
300: SUPPORT SERVICES STUDENTS					
318: COUNSELOR	(21,125)	(21,980)	(19,074)	(19,188)	(19,188)
329: SUBSTITUTES/TEMPORARIES	(53)	134			
361: INSURANCE - LIFE & HEALTH	(5,637)	(6,469)	(2,672)	(3,440)	(3,440)
362: UNEMPLOYMENT INSURANCE	(16)	(61)	(35)	(40)	(40)
363: WORKER'S COMP	(179)	(108)	(90)	(104)	(104)
364: FICA	(278)	(312)	(277)	(279)	(279)
365: TRS	(2,432)	(2,761)	(2,396)	(2,410)	(2,410)
367: TRS ON-BEHALF	(2,232)	(2,566)	(3,058)	(3,601)	(3,601)
369: OTHER	(127)				
450: SUPPLIES, MATERIALS & MEDIA	(552)		(258)	(266)	(266)
300: SUPPORT SERVICES STUDENTS	(32,631)	(34,123)	(27,860)	(29,328)	(29,328)
350: SUPPORT SERVICES INSTRUCTION					
361: INSURANCE - LIFE & HEALTH	(512)				
365: TRS	(221)				
410: PROFESSIONAL & TECHNICAL		(600)			
418: Other Professional Services		(153)			
450: SUPPLIES, MATERIALS & MEDIA		(111)	(515)	(530)	(530)
475: TECHNOLOGY SUPPLIES	(2,359)	(3,303)	(3,663)	(4,000)	(4,000)
490: OTHER EXPENSES	(1,800)		(1,854)	(1,910)	(1,910)
350: SUPPORT SERVICES INSTRUCTION	(4,892)	(4,167)	(6,032)	(6,440)	(6,440)
400: SCHOOL ADMINISTRATION					
313: PRINCIPAL			(36,158)	(40,850)	(40,850)
361: INSURANCE - LIFE & HEALTH			(3,600)	(5,730)	(5,730)
362: UNEMPLOYMENT INSURANCE		(173)	(70)	(72)	(72)
363: WORKER'S COMP			(157)	(193)	(193)
364: FICA			(482)	(592)	(592)
365: TRS			(4,176)	(5,131)	(5,131)
367: TRS ON-BEHALF	(5,004)	(4,908)	(6,396)	(7,667)	(7,667)
420: STAFF TRAVEL			(1,000)	(1,030)	(1,030)
433: COMMUNICATIONS	(535)	(688)	(1,236)	(1,273)	(1,273)
450: SUPPLIES, MATERIALS & MEDIA	(481)	(292)	(618)	(637)	(637)
490: OTHER EXPENSES			(515)	(530)	(530)
400: SCHOOL ADMINISTRATION	(6,020)	(6,061)	(54,408)	(63,705)	(63,705)
450: SCHOOL ADMIN SUPPORT SVCS					
324: SUPPORT STAFF	(25,678)	(34,198)	(34,484)	(34,947)	(34,947)
329: SUBSTITUTES/TEMPORARIES	(1,334)	(82)			
361: INSURANCE - LIFE & HEALTH	(31,688)	(14,569)	(13,384)	(14,211)	(14,211)
362: UNEMPLOYMENT INSURANCE	(21)	(155)	(63)	(64)	(64)
363: WORKER'S COMP	(224)	(166)	(163)	(165)	(165)
364: FICA	(303)	(493)	(496)	(503)	(503)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
366: PERS	(5,727)	(7,466)	(7,818)	(7,763)	(7,763)
368: PERS ON-BEHALF	(1,156)	(907)	(1,641)	(2,212)	(2,212)
369: OTHER	(2,275)	(2,074)	(2,114)	(2,142)	(2,142)
410: PROFESSIONAL & TECHNICAL			(120)	(124)	(124)
433: COMMUNICATIONS	(1,067)	(1,318)	(1,442)	(1,485)	(1,485)
440: OTHER PURCHASED SERVICES	(148)	(1,276)	(2,679)	(2,759)	(2,759)
450: SUPPLIES, MATERIALS & MEDIA	(331)	(142)	(515)	(530)	(530)
490: OTHER EXPENSES		(99)			
450: SCHOOL ADMIN SUPPORT SVCS	(69,952)	(62,945)	(64,919)	(66,905)	(66,905)
600: OPERATIONS & MAINT. OF PLANT					
325: MAINTENANCE/CUSTODIAL	(34,530)	(36,587)	(37,818)	(38,922)	(38,922)
361: INSURANCE - LIFE & HEALTH	(10,272)	(10,853)	(11,573)	(13,371)	(13,371)
362: UNEMPLOYMENT INSURANCE	(27)	(152)	(70)	(72)	(72)
363: WORKER'S COMP	(296)	(790)	(915)	(942)	(942)
364: FICA	(584)	(480)	(548)	(564)	(564)
366: PERS	(7,729)	(7,887)	(8,320)	(8,563)	(8,563)
368: PERS ON-BEHALF	(1,618)	(976)	(1,800)	(2,463)	(2,463)
369: OTHER	(3,117)	(2,204)	(2,318)	(2,386)	(2,386)
410: PROFESSIONAL & TECHNICAL	(198)	(3,513)	(6,850)	(7,056)	(7,056)
420: STAFF TRAVEL		(1,333)			
430: UTILITY SERVICES	(11,153)	(11,319)	(10,712)	(11,033)	(11,033)
436: ELECTRICITY	(14,249)	(15,984)	(12,958)	(15,000)	(15,000)
438: ENERGY	(55,916)	(33,321)	(29,554)	(35,000)	(35,000)
440: OTHER PURCHASED SERVICES			(9,000)	(9,000)	(9,000)
442: SITE & BUILDING REPAIR	(4,302)	(4,415)	(4,500)	(4,635)	(4,635)
443: EQUIPMENT REPAIR	(300)		(1,000)	(1,030)	(1,030)
446: PROPERTY INSURANCE	(12,186)	(18,166)	(14,965)	(16,461)	(16,461)
450: SUPPLIES, MATERIALS & MEDIA	(261)	(2,789)	(2,500)	(2,575)	(2,575)
452: MAINT/CONST SUPPLIES/MATERIALS	(1,067)	(3,952)	(4,000)	(4,120)	(4,120)
453: JANITORIAL SUPPLIES	(1,246)	(2,230)	(2,500)	(2,575)	(2,575)
457: SMALL TOOLS & EQUIPMENT	(24)	(201)	(250)	(258)	(258)
600: OPERATIONS & MAINT. OF PLANT	(159,075)	(157,152)	(162,151)	(176,026)	(176,026)
700: STUDENT ACTIVITIES					
316: EXTRA DUTY PAY	(3,198)	(2,450)	(3,125)	(2,450)	(2,450)
329: SUBSTITUTES/TEMPORARIES	(6,075)	(4,705)	(7,500)	(7,500)	(7,500)
362: UNEMPLOYMENT INSURANCE	(7)	(35)	(14)	(14)	(14)
363: WORKER'S COMP	(78)	(35)	(36)	(36)	(36)
364: FICA	(749)	(397)	(422)	(422)	(422)
365: TRS	(402)	(308)	(207)	(207)	(207)
366: PERS	(148)				
367: TRS ON-BEHALF	(338)	(286)	(393)	(460)	(460)
369: OTHER	(75)				
420: STAFF TRAVEL		(512)	(2,000)	(2,060)	(2,060)
425: STUDENT TRAVEL	(360)	(7,375)	(1,600)	(1,648)	(1,648)
440: OTHER PURCHASED SERVICES			(300)	(309)	(309)
450: SUPPLIES, MATERIALS & MEDIA	(422)		(515)	(530)	(530)
490: OTHER EXPENSES			(1,545)	(1,591)	(1,591)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> Approved
700: STUDENT ACTIVITIES	(11,852)	(16,103)	(17,657)	(17,227)	(17,227)
100: STIKINE MIDDLE SCHOOL	(709,211)	(716,139)	(801,877)	(855,175)	(855,175)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> <div>Approved</div>
300: EVERGREEN ELEMENTARY SCHOOL					
100: INSTRUCTION					
315: TEACHER	(502,737)	(550,103)	(570,000)	(502,115)	(502,115)
317: CERTIFIED SUBSTITUTES	(6,596)	(2,344)	(3,000)	(3,000)	(3,000)
323: AIDES	(623)	(12,098)			
329: SUBSTITUTES/TEMPORARIES	(7,011)	(9,887)	(11,000)	(11,000)	(11,000)
361: INSURANCE - LIFE & HEALTH	(150,286)	(147,541)	(126,082)	(145,361)	(145,361)
362: UNEMPLOYMENT INSURANCE	(397)	(2,784)	(1,054)	(1,054)	(1,054)
363: WORKER'S COMP	(4,325)	(2,854)	(2,597)	(2,597)	(2,597)
364: FICA	(11,897)	(9,125)	(8,030)	(8,000)	(8,000)
365: TRS	(61,036)	(69,531)	(67,800)	(62,623)	(62,623)
366: PERS		(2,662)	11		
367: TRS ON-BEHALF	(53,106)	(68,910)	(92,361)	(101,038)	(101,038)
368: PERS ON-BEHALF	(29)	(328)			
369: OTHER	(3,103)	(4,892)	(3,600)		
420: STAFF TRAVEL	(10,269)	(7,276)	(8,570)	(8,827)	(8,827)
440: OTHER PURCHASED SERVICES	(1,667)	(1,758)	(6,180)	(6,365)	(6,365)
450: SUPPLIES, MATERIALS & MEDIA	(10,790)	(7,518)	(6,180)	(6,365)	(6,365)
471: Textbooks	(19,305)	(29,632)	(21,000)	(21,630)	(21,630)
475: TECHNOLOGY SUPPLIES	(24,874)	(17,742)	(12,100)	(13,000)	(13,000)
490: OTHER EXPENSES		(206)	(515)	(530)	(530)
491: DUES & FEES	(340)	(117)			
100: INSTRUCTION	(868,391)	(947,308)	(940,058)	(893,505)	(893,505)
200: SPECIAL EDUCATION					
315: TEACHER	(83,533)	(85,454)	(85,454)	(85,454)	(90,091)
317: CERTIFIED SUBSTITUTES	(38)	(19)	(25)	(25)	(25)
323: AIDES	(34,281)	(62,125)	(68,281)	(68,590)	(68,590)
329: SUBSTITUTES/TEMPORARIES	(12,369)	(7,038)	(6,000)	(6,000)	(6,000)
361: INSURANCE - LIFE & HEALTH	(3,192)	(15,771)	(11,692)	(15,410)	(15,410)
362: UNEMPLOYMENT INSURANCE	(103)	(721)	(289)	(284)	(284)
363: WORKER'S COMP	(1,122)	(781)	(755)	(745)	(745)
364: FICA	(2,331)	(2,843)	(2,380)	(1,861)	(1,928)
365: TRS	(10,341)	(10,733)	(10,733)	(10,733)	(11,315)
366: PERS	(6,557)	(13,673)	(14,100)	(15,090)	(15,090)
367: TRS ON-BEHALF	(8,824)	(9,978)	(13,698)	(16,039)	(16,910)
368: PERS ON-BEHALF	(1,578)	(1,665)	(2,904)	(4,341)	(4,341)
369: OTHER	(6,493)	(7,360)	(7,822)	(8,093)	(8,093)
410: PROFESSIONAL & TECHNICAL	(525)	(5,479)			
420: STAFF TRAVEL			(750)	(772)	(772)
440: OTHER PURCHASED SERVICES		(206)			
450: SUPPLIES, MATERIALS & MEDIA	(7,281)	(3,918)	(3,193)	(3,289)	(3,289)
475: TECHNOLOGY SUPPLIES		(96)	(1,000)	(1,500)	(1,500)
490: OTHER EXPENSES	(200)		(800)	(824)	(824)
200: SPECIAL EDUCATION	(178,768)	(227,860)	(229,876)	(239,050)	(245,207)
220: SPECIAL ED SUPPORT SERVICES					
418: Other Professional Services		(1,238)			

	FY23 Actuals	FY24 Actuals (1,238)	FY25 Revised	FY26 Draft IV	Item f. Approved
220: SPECIAL ED SUPPORT SERVICES					
300: SUPPORT SERVICES STUDENTS					
362: UNEMPLOYMENT INSURANCE		195	(34)	(38)	(38)
367: TRS ON-BEHALF			(2,948)	(3,473)	(3,473)
410: PROFESSIONAL & TECHNICAL			(300)	(309)	(309)
300: SUPPORT SERVICES STUDENTS		195	(3,282)	(3,820)	(3,820)
350: SUPPORT SERVICES INSTRUCTION					
323: AIDES	(10,609)		(20,000)	(19,855)	(19,855)
329: SUBSTITUTES/TEMPORARIES	(5,394)	(2,130)	(2,800)	(2,800)	(2,800)
361: INSURANCE - LIFE & HEALTH	(1,522)				
362: UNEMPLOYMENT INSURANCE	(12)	(1)	(36)	(36)	(36)
363: WORKER'S COMP	(125)	(10)	(92)	(94)	(94)
364: FICA	(819)	(163)	(282)	(288)	(288)
366: PERS	(2,334)		(4,387)	(4,402)	(4,402)
368: PERS ON-BEHALF	(488)		(927)	(1,256)	(1,256)
369: OTHER	(942)		(1,194)	(1,217)	(1,217)
410: PROFESSIONAL & TECHNICAL		(1,200)			
418: Other Professional Services		(268)			
450: SUPPLIES, MATERIALS & MEDIA	(1,401)	(196)	(1,000)	(1,030)	(1,030)
475: TECHNOLOGY SUPPLIES	(2,359)	(3,523)	(550)	(1,000)	(1,000)
490: OTHER EXPENSES	(3,000)		(2,060)	(2,122)	(2,122)
350: SUPPORT SERVICES INSTRUCTION	(29,005)	(7,491)	(33,328)	(34,100)	(34,100)
360: INSTRUCTIONAL RELATED TECH					
475: TECHNOLOGY SUPPLIES		(20,334)			
360: INSTRUCTIONAL RELATED TECH		(20,334)			
400: SCHOOL ADMINISTRATION					
313: PRINCIPAL			(97,864)	(110,610)	(110,610)
361: INSURANCE - LIFE & HEALTH			(22,000)	(28,031)	(28,031)
362: UNEMPLOYMENT INSURANCE		347	(195)	(200)	(200)
363: WORKER'S COMP			(502)	(523)	(523)
364: FICA			(1,517)	(1,577)	(1,577)
365: TRS			(13,353)	(13,893)	(13,893)
367: TRS ON-BEHALF	(9,825)	(11,144)	(17,312)	(20,761)	(20,761)
420: STAFF TRAVEL	(1,401)	(2,991)	(1,714)	(1,765)	(1,765)
433: COMMUNICATIONS	(602)	(1,188)	(1,236)	(1,273)	(1,273)
450: SUPPLIES, MATERIALS & MEDIA	(1,302)	(1,514)	(515)	(530)	(530)
490: OTHER EXPENSES		(625)	(721)	(743)	(743)
491: DUES & FEES	(618)				
400: SCHOOL ADMINISTRATION	(13,748)	(17,115)	(156,929)	(179,906)	(179,906)
450: SCHOOL ADMIN SUPPORT SVCS					
324: SUPPORT STAFF	(32,451)	(33,886)	(35,646)	(35,987)	(35,987)
329: SUBSTITUTES/TEMPORARIES	(1,592)	(1,729)	(1,600)	(1,600)	(1,600)
361: INSURANCE - LIFE & HEALTH	(37,028)	(35,311)	(37,485)	(43,021)	(43,021)
362: UNEMPLOYMENT INSURANCE	(26)	(158)	(64)	(64)	(64)
363: WORKER'S COMP	(282)	(172)	(170)	(170)	(170)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
364: FICA	(615)	(602)	(530)	(503)	(503)
366: PERS	(7,063)	(7,389)	(7,916)	(7,988)	(7,988)
368: PERS ON-BEHALF	(1,473)	(906)	(1,697)	(2,277)	(2,277)
369: OTHER	(2,838)	(2,045)	(2,185)	(2,206)	(2,206)
410: PROFESSIONAL & TECHNICAL			(120)	(124)	(124)
433: COMMUNICATIONS	(1,111)	(1,403)	(2,472)	(2,546)	(2,546)
440: OTHER PURCHASED SERVICES	(1,382)	(4,049)	(6,798)	(7,002)	(7,002)
450: SUPPLIES, MATERIALS & MEDIA	(5,227)	(1,381)	(2,060)	(2,122)	(2,122)
491: DUES & FEES			(50)	(52)	(52)
450: SCHOOL ADMIN SUPPORT SVCS	(91,088)	(89,031)	(98,793)	(105,662)	(105,662)
600: OPERATIONS & MAINT. OF PLANT					
325: MAINTENANCE/CUSTODIAL	(30,206)	(39,878)	(40,082)	(41,301)	(41,301)
329: SUBSTITUTES/TEMPORARIES	(1,699)	(229)	(300)	(300)	(300)
361: INSURANCE - LIFE & HEALTH	(12,715)	(1,893)	(121)	(132)	(132)
362: UNEMPLOYMENT INSURANCE	(23)	(174)	(81)	(90)	(90)
363: WORKER'S COMP	(250)	(184)	(206)	(229)	(229)
364: FICA	(182)	(558)	(633)	(926)	(926)
366: PERS	(6,196)	(8,712)	(8,818)	(9,878)	(9,878)
368: PERS ON-BEHALF	(1,317)	(1,078)	(1,908)	(2,842)	(2,842)
369: OTHER	(2,578)	(6,255)	(6,278)	(10,173)	(10,173)
410: PROFESSIONAL & TECHNICAL	(4,454)	(3,093)	(4,400)	(4,532)	(4,532)
430: UTILITIY SERVICES	(16,962)	(17,087)	(18,489)	(19,044)	(19,044)
436: ELECTRICITY	(27,255)	(28,202)	(26,606)	(30,000)	(30,000)
438: ENERGY	(72,454)	(64,411)	(60,848)	(65,000)	(65,000)
440: OTHER PURCHASED SERVICES	(279)		(27,000)	(27,000)	(27,000)
442: SITE & BUILDNG REPAIR	(98)		(1,000)	(1,030)	(1,030)
443: EQUIPMENT REPAIR	(1,232)	(2,214)	(4,000)	(4,120)	(4,120)
446: PROPERTY INSURANCE	(21,373)	(29,640)	(27,376)	(30,114)	(30,114)
450: SUPPLIES, MATERIALS & MEDIA	(2,014)	(6,661)	(5,500)	(5,665)	(5,665)
452: MAINT/CONST SUPPLIES/MATERIALS	(3,376)	(6,861)	(6,500)	(6,695)	(6,695)
453: JANITORIAL SUPPLIES	(4,481)	(8,068)	(4,400)	(4,532)	(4,532)
457: SMALL TOOLS & EQUIPMENT	(175)	(1,999)	(500)	(515)	(515)
458: VEHICLE GASOLINE, DIESEL & OIL		(192)			
490: OTHER EXPENSES	(50)	(50)			
600: OPERATIONS & MAINT. OF PLANT	(209,369)	(227,439)	(245,046)	(264,118)	(264,118)
700: STUDENT ACTIVITIES					
316: EXTRA DUTY PAY	(350)	(225)	(225)		
329: SUBSTITUTES/TEMPORARIES		202			
362: UNEMPLOYMENT INSURANCE		327			
363: WORKER'S COMP	(2)	(1)			
364: FICA	(4)	(3)			
365: TRS	(16)	(28)			
367: TRS ON-BEHALF	(37)	(26)			
369: OTHER	(1)				
450: SUPPLIES, MATERIALS & MEDIA			(515)	(530)	(530)
490: OTHER EXPENSES			(1,545)	(1,591)	(1,591)
700: STUDENT ACTIVITIES	(410)	246	(2,285)	(2,121)	(2,121)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> Approved
300: EVERGREEN ELEMENTARY SCHOOL	(1,390,779)	(1,537,375)	(1,709,597)	(1,722,282)	(1,728,439)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> <div>Approved</div>
500: DISTRICTWIDE					
100: INSTRUCTION					
362: UNEMPLOYMENT INSURANCE		5,388	(192)	(216)	(216)
367: TRS ON-BEHALF	(5,817)	(5,414)	(10,136)	(12,229)	(12,229)
368: PERS ON-BEHALF	(2,382)	(764)	(2,882)	(4,664)	(4,664)
100: INSTRUCTION	(8,199)	(790)	(13,210)	(17,109)	(17,109)
160: VOCATIONAL EDUCATION					
362: UNEMPLOYMENT INSURANCE		330	(7)	(8)	(8)
367: TRS ON-BEHALF	(423)	(467)	(641)	(750)	(750)
160: VOCATIONAL EDUCATION	(423)	(137)	(648)	(758)	(758)
200: SPECIAL EDUCATION					
362: UNEMPLOYMENT INSURANCE		1,260	(4)	(38)	(38)
367: TRS ON-BEHALF	(184)	(282)	(290)	(340)	(340)
368: PERS ON-BEHALF	(1)	(15)		(57)	(57)
440: OTHER PURCHASED SERVICES		(750)			
200: SPECIAL EDUCATION	(185)	213	(294)	(435)	(435)
220: SPECIAL ED SUPPORT SERVICES					
314: DIRECTOR/COORDINATOR	(19,196)	(23,958)	(31,012)	(30,690)	(30,690)
321: DIRECTOR	(3,867)				
324: SUPPORT STAFF	(9,180)	(7,183)	(7,287)	(7,658)	(7,658)
361: INSURANCE - LIFE & HEALTH	(4,228)	(3,681)	(1,631)	(1,855)	(1,855)
362: UNEMPLOYMENT INSURANCE	(25)	(16)	(80)	(80)	(80)
363: WORKER'S COMP	(276)	(142)	(195)	(181)	(181)
364: FICA	(505)	(418)	(555)	(519)	(519)
365: TRS	(2,922)	(2,953)	(6,578)	(6,509)	(6,509)
366: PERS	(1,617)	(1,598)	(1,603)	(1,685)	(1,685)
367: TRS ON-BEHALF	(2,577)	(3,329)	(5,773)	(6,699)	(6,699)
368: PERS ON-BEHALF	(617)	(195)	(347)	(484)	(484)
369: OTHER	(803)	(440)	(608)	(469)	(469)
410: PROFESSIONAL & TECHNICAL	5,379		(45,000)	(46,000)	(46,000)
418: Other Professional Services			(2,400)	(4,500)	(4,500)
450: SUPPLIES, MATERIALS & MEDIA	(178)		(1,030)	(1,061)	(1,061)
220: SPECIAL ED SUPPORT SERVICES	(40,612)	(43,913)	(104,099)	(108,390)	(108,390)
350: SUPPORT SERVICES INSTRUCTION					
410: PROFESSIONAL & TECHNICAL		(1,200)	(2,575)	(2,652)	(2,652)
420: STAFF TRAVEL			(2,678)	(2,758)	(2,758)
433: COMMUNICATIONS	(3,415)	(4,204)	(9,373)	(9,654)	(9,654)
440: OTHER PURCHASED SERVICES	(143)	(1,868)			
450: SUPPLIES, MATERIALS & MEDIA	(137)		(1,030)	(1,061)	(1,061)
475: TECHNOLOGY SUPPLIES	(15,460)	(2,366)	(16,200)	(17,000)	(17,000)
490: OTHER EXPENSES	(1,214)		(1,751)	(1,804)	(1,804)
350: SUPPORT SERVICES INSTRUCTION	(20,369)	(9,638)	(33,607)	(34,929)	(34,929)
50: INSTRUCTIONAL RELATED TECH					

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	Item f. Approved
418: Other Professional Services			(3,800)	(5,500)	(5,500)
433: COMMUNICATIONS	(125,843)	(126,807)	(120,000)	(130,000)	(130,000)
475: TECHNOLOGY SUPPLIES	(66,868)	(3,466)	(1,350)	(1,500)	(1,500)
360: INSTRUCTIONAL RELATED TECH	(192,711)	(130,273)	(125,150)	(137,000)	(137,000)
450: SCHOOL ADMIN SUPPORT SVCS					
362: UNEMPLOYMENT INSURANCE		412	(7)	(6)	(6)
368: PERS ON-BEHALF	(7)	(123)	(199)	(270)	(270)
450: SCHOOL ADMIN SUPPORT SVCS	(7)	289	(206)	(276)	(276)
550: DISTRICT ADMIN SUPPORT SVCS					
447: LIABILITY INSURANCE		(33,941)	(39,032)	(42,935)	(42,935)
550: DISTRICT ADMIN SUPPORT SVCS		(33,941)	(39,032)	(42,935)	(42,935)
560: ADMINISTRATIVE TECH SVCS					
447: LIABILITY INSURANCE		(11,187)	(12,600)	(13,860)	(13,860)
560: ADMINISTRATIVE TECH SVCS		(11,187)	(12,600)	(13,860)	(13,860)
600: OPERATIONS & MAINT. OF PLANT					
325: MAINTENANCE/CUSTODIAL	(50,687)	(50,365)	(52,660)	(54,163)	(54,163)
361: INSURANCE - LIFE & HEALTH	(11,524)	(11,567)	(12,343)	(14,200)	(14,200)
362: UNEMPLOYMENT INSURANCE	(38)	(208)	(96)	(98)	(98)
363: WORKER'S COMP	(412)	(1,092)	(1,274)	(1,311)	(1,311)
364: FICA	(842)	(652)	(755)	(777)	(777)
366: PERS	(11,258)	(10,919)	(11,585)	(11,916)	(11,916)
368: PERS ON-BEHALF	(2,252)	(1,351)	(2,507)	(3,428)	(3,428)
369: OTHER	(4,480)	(3,052)	(3,228)	(3,320)	(3,320)
420: STAFF TRAVEL	(495)				
443: EQUIPMENT REPAIR	(663)				
445: INSURANCE AND BOND PREMIUMS	(11,608)	(589)	(538)	(592)	(592)
450: SUPPLIES, MATERIALS & MEDIA	(66)	(381)			
452: MAINT/CONST SUPPLIES/MATERIALS	(97)				
457: SMALL TOOLS & EQUIPMENT		(809)			
458: VEHICLE GASOLINE, DIESEL & OIL	(1,418)	(1,599)	(2,500)	(2,575)	(2,575)
491: DUES & FEES	(20)		(1,030)	(1,061)	(1,061)
600: OPERATIONS & MAINT. OF PLANT	(95,860)	(82,584)	(88,516)	(93,441)	(93,441)
700: STUDENT ACTIVITIES					
450: SUPPLIES, MATERIALS & MEDIA	(156)		(5,150)	(5,304)	(5,304)
458: VEHICLE GASOLINE, DIESEL & OIL	(259)	(445)			
491: DUES & FEES			(1,545)	(1,591)	(1,591)
700: STUDENT ACTIVITIES	(415)	(445)	(6,695)	(6,895)	(6,895)
500: DISTRICTWIDE	(358,781)	(312,406)	(424,057)	(456,028)	(456,028)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> <div>Approved</div>
600: CENTRAL OFFICE					
510: DISTRICT ADMINISTRATION					
311: SUPERINTENDENT	(92,253)	(91,496)	(124,049)	(130,251)	(130,251)
324: SUPPORT STAFF	(29,752)	(37,264)	(37,162)	(36,920)	(36,920)
329: SUBSTITUTES/TEMPORARIES	(624)	(34)	(50)	(50)	(50)
361: INSURANCE - LIFE & HEALTH	(20,741)	(21,150)	(14,287)	(15,533)	(15,533)
362: UNEMPLOYMENT INSURANCE	(92)	(54)	(285)	(284)	(284)
363: WORKER'S COMP	(1,000)	(584)	(822)	(293)	(293)
364: FICA	(2,129)	(1,737)	(2,303)	(778)	(778)
365: TRS	(11,689)	(11,880)	(26,311)	(26,037)	(26,037)
366: PERS	(7,875)	(7,684)	(8,176)	(8,122)	(8,122)
367: TRS ON-BEHALF	(9,831)	(11,044)	(19,685)	(23,042)	(23,042)
368: PERS ON-BEHALF	(1,140)	(948)	(1,769)	(2,337)	(2,337)
369: OTHER	(3,657)	(2,141)	(3,104)	(2,263)	(2,263)
410: PROFESSIONAL & TECHNICAL	(1,224)	(2,456)	(10,300)	(10,609)	(10,609)
420: STAFF TRAVEL	(11,488)	(13,728)	(16,000)	(16,480)	(16,480)
433: COMMUNICATIONS	(2,152)	(2,734)	(2,442)	(2,515)	(2,515)
440: OTHER PURCHASED SERVICES	(11,019)	(3,431)	(4,635)	(4,774)	(4,774)
450: SUPPLIES, MATERIALS & MEDIA	(1,701)	(1,350)	(2,030)	(2,091)	(2,091)
475: TECHNOLOGY SUPPLIES			(2,000)	(2,500)	(2,500)
491: DUES & FEES	(1,425)	(5,647)	(3,090)	(3,183)	(3,183)
510: DISTRICT ADMINISTRATION	(209,792)	(215,362)	(278,500)	(288,062)	(288,062)
511: BOARD OF EDUCATION					
324: SUPPORT STAFF	(25,461)	(30,547)	(30,405)	(29,820)	(29,820)
361: INSURANCE - LIFE & HEALTH	(10,333)	(10,070)	(11,603)	(12,461)	(12,461)
362: UNEMPLOYMENT INSURANCE	(17)	(11)	(47)	(48)	(48)
363: WORKER'S COMP	(189)	(127)	(155)	(141)	(141)
364: FICA	(456)	(383)	(413)	(405)	(405)
366: PERS	(6,545)	(6,286)	(6,689)	(6,560)	(6,560)
368: PERS ON-BEHALF	(1,031)	(766)	(1,447)	(1,887)	(1,887)
369: OTHER	(2,589)	(1,729)	(2,539)	(1,828)	(1,828)
410: PROFESSIONAL & TECHNICAL	(180)	(3,100)	(10,300)	(10,609)	(10,609)
420: STAFF TRAVEL	(10,691)	(8,225)	(13,000)	(13,390)	(13,390)
450: SUPPLIES, MATERIALS & MEDIA	(720)	(582)	(515)	(530)	(530)
475: TECHNOLOGY SUPPLIES		(105)	(3,183)	(3,500)	(3,500)
491: DUES & FEES		(13,752)	(5,150)	(5,304)	(5,304)
511: BOARD OF EDUCATION	(58,212)	(75,683)	(85,446)	(86,483)	(86,483)
550: DISTRICT ADMIN SUPPORT SVCS					
321: DIRECTOR	(78,405)				
324: SUPPORT STAFF	(31,163)	(29,375)	(30,135)	(30,737)	(30,737)
329: SUBSTITUTES/TEMPORARIES	(124)	(431)	(600)	(600)	(600)
361: INSURANCE - LIFE & HEALTH	(11,134)	(132)	(120)	(132)	(132)
362: UNEMPLOYMENT INSURANCE	(84)	(13)	(55)	(56)	(56)
363: WORKER'S COMP	(916)	(134)	(142)	(145)	(145)
364: FICA	(2,375)	(422)	(437)	(446)	(446)
366: PERS	(23,616)	(6,444)	(6,630)	(6,762)	(6,762)

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368: PERS ON-BEHALF	(4,969)	(789)	(1,434)	(1,945)	(1,945)
369: OTHER	(10,949)	(2,055)	(1,847)	(1,884)	(1,884)
410: PROFESSIONAL & TECHNICAL	(107,535)	(163,358)	(160,000)	(164,800)	(164,800)
420: STAFF TRAVEL	(10,099)	(7,598)	(9,641)	(9,930)	(9,930)
433: COMMUNICATIONS	(2,363)	(2,956)	(3,060)	(3,152)	(3,152)
440: OTHER PURCHASED SERVICES	(999)	(4,375)	(2,472)	(2,546)	(2,546)
447: LIABILITY INSURANCE	(39,310)				
450: SUPPLIES, MATERIALS & MEDIA	(2,246)	(1,604)	(5,150)	(5,304)	(5,304)
475: TECHNOLOGY SUPPLIES	(1,906)	(323)	(2,503)	(3,000)	(3,000)
490: OTHER EXPENSES	(3,236)	(2,607)	(3,090)	(3,183)	(3,183)
491: DUES & FEES	(7,808)	(9,307)	(824)	(849)	(849)
495: INDIRECT COSTS	80,996	67,769	48,300	35,000	35,000
510: EQUIPMENT	(8,932)				
550: DISTRICT ADMIN SUPPORT SVCS	(267,173)	(164,154)	(179,840)	(200,471)	(200,471)
560: ADMINISTRATIVE TECH SVCS					
321: DIRECTOR	(93,728)	(98,406)	(100,671)	(104,142)	(104,142)
361: INSURANCE - LIFE & HEALTH	(23,001)	(10,603)	(12,354)	(14,200)	(14,200)
362: UNEMPLOYMENT INSURANCE	(73)	(42)	(176)	(190)	(190)
363: WORKER'S COMP	(793)	(437)	(513)	(492)	(492)
364: FICA	(1,557)	(1,284)	(1,456)	(1,492)	(1,492)
366: PERS	(20,620)	(21,321)	(22,148)	(22,911)	(22,911)
368: PERS ON-BEHALF	(4,316)	(2,638)	(4,792)	(6,592)	(6,592)
369: OTHER	(8,324)	(5,958)	(5,900)	(6,384)	(6,384)
410: PROFESSIONAL & TECHNICAL		(69)			
418: Other Professional Services		(11,076)	(8,000)	(9,500)	(9,500)
420: STAFF TRAVEL		(1,112)	(2,678)	(2,758)	(2,758)
450: SUPPLIES, MATERIALS & MEDIA	(300)		(3,090)	(3,183)	(3,183)
475: TECHNOLOGY SUPPLIES	(6,768)	(11,545)	(13,905)	(15,000)	(15,000)
490: OTHER EXPENSES		(1,905)	(566)	(583)	(583)
491: DUES & FEES	(95)	(21)			
510: EQUIPMENT			(46,000)	(24,000)	(24,000)
560: ADMINISTRATIVE TECH SVCS	(159,575)	(166,417)	(222,249)	(211,427)	(211,427)
600: OPERATIONS & MAINT. OF PLANT					
321: DIRECTOR	(75,696)	(92,395)	(97,199)	(100,671)	(100,671)
361: INSURANCE - LIFE & HEALTH	(21,616)	(22,531)	(24,031)	(43,131)	(43,131)
362: UNEMPLOYMENT INSURANCE	(60)	591	(172)	(176)	(176)
363: WORKER'S COMP	(658)	(2,030)	(2,352)	(2,436)	(2,436)
364: FICA	(1,287)	(1,221)	(1,362)	(1,399)	(1,399)
366: PERS	(17,111)	(19,550)	(21,384)	(20,620)	(20,620)
368: PERS ON-BEHALF	(3,581)	(2,418)	(4,627)	(5,933)	(5,933)
369: OTHER	(6,895)	(5,628)	(5,958)	(5,745)	(5,745)
420: STAFF TRAVEL	24		(2,000)	(2,060)	(2,060)
440: OTHER PURCHASED SERVICES		(18,232)			
445: INSURANCE AND BOND PREMIUMS		(1,444)	(1,575)	(1,732)	(1,732)
450: SUPPLIES, MATERIALS & MEDIA	24		(3,000)	(3,090)	(3,090)
490: OTHER EXPENSES		(829)			
600: OPERATIONS & MAINT. OF PLANT	(126,856)	(165,687)	(163,660)	(186,993)	(186,993)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> Approved
600: CENTRAL OFFICE	(821,608)	(787,303)	(929,695)	(973,436)	(973,436)

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> Approved
800: STATE TRAVEL					
700: STUDENT ACTIVITIES					
425: STUDENT TRAVEL	(1,750)				
700: STUDENT ACTIVITIES	(1,750)				
800: STATE TRAVEL	(1,750)				

	FY23 Actuals	FY24 Actuals	FY25 Revised	FY26 Draft IV	<div>Item f.</div> Approved
Grand Total	(4,947,536)	(5,123,586)	(5,717,345)	(5,976,232)	(5,979,213)

Wrangell Public Schools

Item f.

FY26 Approved Budget General Fund Expenditures by Object Code

	FY23 Actuals	FY24 Actuals	FY25 Q3 Rev	FY26 Draft IV	FY26 Approved
300 Wages and Benefits					
311: SUPERINTENDENT	(92,253)	(91,496)	(124,049)	(130,251)	(130,251)
313: PRINCIPAL			(188,258)	(212,735)	(212,735)
314: DIRECTOR/COORDINATOR	(19,196)	(23,958)	(31,012)	(30,690)	(30,690)
315: TEACHER	(1,396,222)	(1,438,006)	(1,492,575)	(1,434,751)	(1,439,388)
316: EXTRA DUTY PAY	(14,471)	(15,263)	(15,393)	(15,548)	(15,548)
317: CERTIFIED SUBSTITUTES	(9,717)	(4,655)	(5,925)	(5,925)	(5,925)
318: COUNSELOR	(75,447)	(78,500)	(49,728)	(50,027)	(50,027)
321: DIRECTOR	(264,242)	(200,968)	(208,287)	(221,813)	(221,813)
323: AIDES	(172,763)	(195,030)	(191,404)	(197,185)	(175,494)
324: SUPPORT STAFF	(185,324)	(208,875)	(218,042)	(223,047)	(223,047)
325: MAINTENANCE/CUSTODIAL	(147,912)	(160,536)	(167,277)	(172,177)	(172,177)
329: SUBSTITUTES/TEMPORARIES	(90,571)	(90,291)	(77,836)	(92,150)	(92,150)
361: INSURANCE - LIFE & HEALTH	(591,058)	(554,975)	(550,436)	(642,100)	(669,888)
362: UNEMPLOYMENT INSURANCE	(1,909)	(1,291)	(5,267)	(5,418)	(5,320)
363: WORKER'S COMP	(20,798)	(15,967)	(17,497)	(17,366)	(17,298)
364: FICA	(48,973)	(42,335)	(45,430)	(46,535)	(44,942)
365: TRS	(196,537)	(206,153)	(246,531)	(246,657)	(247,239)
366: PERS	(168,220)	(167,564)	(169,886)	(176,099)	(171,345)
367: TRS ON-BEHALF	(197,053)	(226,528)	(322,301)	(375,589)	(376,460)
368: PERS ON-BEHALF	(37,346)	(21,350)	(39,935)	(55,599)	(54,228)
369: OTHER	(94,684)	(73,702)	(77,941)	(75,263)	(73,941)
Total 300 Wages and Benefits	(3,824,696)	(3,817,443)	(4,245,010)	(4,426,925)	(4,429,906)
400 Supplies and Services					
410: PROFESSIONAL & TECHNICAL	(111,136)	(189,147)	(246,185)	(253,222)	(253,222)
418: Other Professional Services		(19,731)	(14,200)	(19,500)	(19,500)
440: OTHER PURCHASED SERVICES	(23,127)	(47,217)	(78,334)	(79,603)	(79,603)
442: SITE & BUILDING REPAIR	(4,400)	(4,415)	(6,500)	(6,695)	(6,695)
443: EQUIPMENT REPAIR	(5,257)	(4,395)	(8,500)	(8,755)	(8,755)
450: SUPPLIES, MATERIALS & MEDIA	(78,748)	(57,967)	(92,298)	(95,065)	(95,065)
452: MAINT/CONST SUPPLIES/MATERIALS	(14,616)	(13,976)	(16,500)	(16,995)	(16,995)
453: JANITORIAL SUPPLIES	(12,084)	(13,575)	(11,800)	(12,154)	(12,154)
457: SMALL TOOLS & EQUIPMENT	(3,165)	(6,899)	(2,750)	(2,833)	(2,833)
458: VEHICLE GASOLINE, DIESEL & OIL	(1,677)	(2,236)	(2,500)	(2,575)	(2,575)
471: Textbooks	(34,559)	(51,777)	(41,600)	(42,848)	(42,848)
475: TECHNOLOGY SUPPLIES	(136,229)	(149,892)	(104,576)	(107,500)	(107,500)
490: OTHER EXPENSES	(12,933)	(8,310)	(21,399)	(22,040)	(22,040)
491: DUES & FEES	(12,640)	(31,073)	(18,719)	(17,221)	(17,221)
Total 400 Supplies and Services	(450,571)	(600,610)	(665,861)	(687,006)	(687,006)

	FY23 Actuals	FY24 Actuals	FY25 Q3 Rev	FY26 Draft IV	Item f. Approved
42X Travel					
420: STAFF TRAVEL	(70,774)	(66,000)	(104,935)	(115,290)	(115,290)
425: STUDENT TRAVEL	(94,053)	(112,009)	(103,200)	(108,356)	(108,356)
Total 42X Travel	(164,827)	(178,009)	(208,135)	(223,646)	(223,646)
43X Utilities					
430: UTILITY SERVICES	(48,617)	(52,432)	(50,110)	(51,613)	(51,613)
433: COMMUNICATIONS	(139,298)	(144,357)	(145,587)	(156,354)	(156,354)
436: ELECTRICITY	(161,167)	(166,096)	(173,850)	(187,000)	(187,000)
438: ENERGY	(112,181)	(97,760)	(90,402)	(100,000)	(100,000)
Total 43X Utilities	(461,263)	(460,645)	(459,949)	(494,967)	(494,967)
44X Property and Liability Insur					
445: INSURANCE AND BOND PREMIUMS	(11,608)	(2,033)	(2,113)	(2,324)	(2,324)
446: PROPERTY INSURANCE	(67,325)	(82,087)	(85,945)	(94,539)	(94,539)
447: LIABILITY INSURANCE	(39,310)	(45,128)	(51,632)	(56,795)	(56,795)
Total 44X Property and Liability Insurance	(118,243)	(129,248)	(139,690)	(153,658)	(153,658)
495 Indirect Cost Recovery					
495: INDIRECT COSTS	80,996	67,769	48,300	35,000	35,000
Total 495 Indirect Cost Recovery	80,996	67,769	48,300	35,000	35,000
500 Capital Outlay					
510: EQUIPMENT	(8,932)	(5,400)	(47,000)	(25,030)	(25,030)
Total 500 Capital Outlay	(8,932)	(5,400)	(47,000)	(25,030)	(25,030)
Total All Expenditures	(4,947,536)	(5,123,586)	(5,717,345)	(5,976,232)	(5,979,213)

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1077 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 16.08 - TIDELANDS LEASES, TO REPEAL AND REPLACE SEVERAL SECTIONS IN CHAPTER 16.08 IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk
Mason Villarma, Borough Manager
Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

	FY25 \$XXX	
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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 type="checkbox"/>	
Name(s)	
Name(s)	
<input checked="" type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. ORD 1077.

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

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

RECOMMENDATION MOTION:

Move to Approve Ordinance 1077.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

Purpose & Scope

This chapter governs the leasing of borough-owned tidelands to promote equitable access and development for the highest and best use. It outlines the roles of the Borough Manager, Clerk, Assembly, and relevant commissions.

Application Process (16.08.030)

- Changes in Review Routing:
 - Existing Code Section: Applications go to Planning & Zoning and Port Commissions.
 - New Ordinance: Adds review by the Borough Manager before commission review.
- Fee Language Clarified:
 - Old: Refers to "encroachment permit fees."
 - New: Clarifies that all fees and rates (including application fees) are set by resolution.
- Development Plan:
 - Same substantive requirements in both versions, but:
 - New Ordinance allows any reviewing body to require amendments to the plan.
 - New Ordinance includes state and federal permit compliance in the plan.

Criteria and Evaluation (New Section: 16.08.035)

- Added in the New Ordinance:
 - Explicit evaluation criteria tied to the comprehensive plan, land use compatibility, environmental impact, and community benefit.
 - Creates a formal role for the Planning Administrator to prepare findings and recommendations.

Appraisals and Required Improvements (16.08.040)

- Annual Rent Minimum:
 - Old: 6% of appraised value.
 - New: 10%, with option for Borough Manager to negotiate higher.

Fair Rental Value (16.08.050)

- Unchanged Substantively.

- Allows leases for less than fair rental value to state/federal agencies, nonprofits, or new industries.
- Assembly must find it is in the public interest.

Public Notice Requirements (16.08.060)

- Existing Code Section:
 - Notice published for three consecutive weeks.
 - Mailed notice to upland property owners within 1,200 feet.
 - Requires a Borough Manager report to the Assembly on protests.
- New Ordinance:
 - Notice published two times.
 - Mailed notice radius reduced to 300 feet.
 - No manager report requirement; protests go directly to the Assembly agenda item.

Lease Terms and Renewals (16.08.070)

- Existing Code Section: 21 years + six (6) five-year renewal options.
- New Ordinance: 40 years + three (3) five-year renewal options.

Lease Adjustments (16.08.120)

- Old Ordinance: Adjustments every 5 years at 6% of market value.
- New Ordinance: Adjustments every 5 years at 10% or negotiated rate, whichever is greater.

Note that current Tideland Leaseholders will not see the 4% increase until their 5-year reassessment date. I am planning on sending a notice to all Tideland Lease holders to bring this change to their attention. That way, if they want to come and speak to the change at the Public Hearing on May 27th, they can.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1077

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH
OF WRANGELL, ALASKA, AMENDING CHAPTER 16.08 - TIDELANDS
LEASES, TO REPEAL AND REPLACE SEVERAL SECTIONS IN
CHAPTER 16.08 IN ITS ENTIRETY, IN 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 ~~stricken out~~ are to be deleted].]

SEC. 1. Action. The purpose of this ordinance is to repeal and replace several Sections of Chapter 16.08 – Tidelands Leases in its entirety in the Wrangell Municipal Code as follows:

SEC. 2. Amendment. Several Sections of Chapter 16.08 – Tidelands Leases are hereby repealed and replaced in its entirety the Wrangell Municipal Code as follows:

Chapter 16.08
TIDELAND LEASES

Sections:

...

16.08.030	Applications.
16.08.035	Criteria and evaluation of lease applications.
16.08.040	Appraisal – Required improvements.
16.08.050	Fair rental value to be used for leases – Exceptions.
16.08.060	Notice of publication.
16.08.065	Approval of leases.
16.08.070	Terms of lease – Renewal period.
16.08.080	Leases to be by negotiation.
16.08.090	Right of borough assembly to accept or reject lease proposal.
16.08.100	Repealed.
16.08.165	Cancellation or forfeiture of leases – Environmental Contamination.

...

16.08.030 Applications.

A. A person seeking a lease for borough-owned tidelands (or submerged lands) shall file an application with the borough clerk's office. Applications for tidelands leases shall then be submitted to the borough manager, planning and zoning and port commissions before being presented to the borough assembly for consideration. A nonrefundable application fee shall be

paid to the borough at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule.

The assembly shall, by resolution, establish fees and rates for all fees and rates. A public hearing shall be required on the resolution that establishes such fees and rates.

B. Along with the application for lease of tidelands, a development plan must be submitted for review by the borough manager, and the planning and zoning and port commissions.

1. A development plan must include, and be consistent with, plans required by other agencies involved in the development process. The development plan shall also include:
 - a. A description of the proposed use for the tidelands, submerged land, and adjacent uplands; and
 - b. A description of the improvements that will be placed on the tidelands, submerged land, and adjacent uplands; and
 - c. The dates by which construction will begin and will be completed; and
 - d. The estimated cost of the improvements that will be placed on the tidelands, submerged lands, and adjacent uplands; and
 - e. A description of the effects that the proposed use of the tidelands, submerged lands, and adjacent uplands will have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof; and
 - f. The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the City and Borough of Wrangell or state and federal agencies. The applicant shall provide such additional information, including designs and specifications, as the borough assembly, planning and zoning and port administrators may request. Any of the bodies reviewing the development plan by require the applicant to amend the development plan. All fees associated with the lease shall be paid by the applicant. Such fees include but are not limited to an application fee, survey, assessment, public notices, and recording fees.

16.08.035 Criteria and evaluation of lease application.

A. Criteria. The following criteria will be used to evaluate all tideland lease applications submitted to the borough.

The evaluation of leases is designed to ensure the responsible and beneficial use of borough land, aligning with the comprehensive plan and serving the best interests of the community. Applications are evaluated based on a range of criteria including compatibility with existing land use regulations, zoning ordinances and the goals outlined in the comprehensive plan. Evaluation

considers the project's consistency with surround land uses, its potential impact on neighborhood character and its contribution to community development objectives.

Applications are reviewed for potential environmental impacts, including but not limited to stormwater management, erosion control, habitat preservation, and adherence to environmental regulations. Mitigation plans may be required to address potential adverse effects.

The proposed lease should demonstrate a tangible benefit to the community, which may include job creation, provision of valuable services, increased tax revenue, or enhancement of public amenities. For properties where public access or use is a consideration, the application will be evaluated on its ability to provide or maintain appropriate levels of access and ensure public safety.

B. Evaluation. Applications will be reviewed for completeness, ensuring all required documents and information have been submitted. Assessing the application against the established criteria the planning administrator will submit a report and recommendation to the planning and zoning commission and port commission based on his or her findings of fact. Final review and decision-making authority rests with the borough assembly.

16.08.040 Appraisal – Required improvements.

A. No tidelands shall be leased, or a renewal lease issued unless appraised within six months prior to approval by the borough assembly or renewal of the lease. No land shall be leased for an annual rent less than ten (10) percent of the appraised value of the land and any improvements thereon owned by the borough. The borough manager may negotiate a higher percentage of the annual rent, if he or she believes it is in the best interest of the borough.

B. So long as the provisions in 16.08.060 have been completed, the borough shall cause the tract of land, and any improvements thereon owned by the borough, to be appraised at their fair market value. The applicant shall be required to pay for the appraisal. The borough may use a professional appraiser licensed in the State of Alaska to complete the appraisal. The appraisal shall be transmitted by the appraiser to the borough assembly which shall review the same and determine the appraised value of the tract of land and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The borough assembly shall determine the annual rental as at least ten (10) percent of the appraised value and shall determine any limitations, reservations, requirements, or special conditions to be included in the lease.

C. Each lease shall contain a requirement that the lessee construct improvements suitable for the use of which the land is classified as 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 filling or surfacing, drainage, ingress and egress as the borough assembly shall require. The applicant shall be notified of the amount of the minimum annual rental and the value of the improvements required to be constructed thereon.

16.08.050 Fair rental value to be used for leases – Exceptions.

Except as otherwise stated in this chapter, no tidelands of the borough shall be leased for less than the fair rental value thereof. Notwithstanding the preceding provisions, the borough may lease tidelands for less than the fair rental value to any state or federal agency, nonprofit

organization, or new industries, as defined in AS 29.10.132, if such lease is determined by the borough assembly to be fair and proper and in the best interest of the public.

16.08.060 Notice of publication.

When an application is submitted to the borough clerk to lease borough-owned tidelands, the borough clerk shall forward the application to the economic development director for planning and zoning commission consideration and to the harbormaster for port commission consideration.

The economic development director shall schedule a public hearing and mail the public hearing notice to property owners who are within 300 feet of the proposed property, at least 10 days before the planning and zoning and port commission meetings.

Once the planning and zoning and port commissions have both held a public hearing and submitted their reports to the borough clerk, the application shall go before the borough assembly, the borough clerk will cause a public hearing notice for anyone who wishes to protest the lease application, to be published two (2) times in the newspaper prior to the public hearing of the borough assembly to approve moving forward with or rejecting the tidelands lease.

The notice shall identify the applicant, the location of the proposed lease, and the proposed use.

The notice shall state that anyone wishing to protest the lease must file a written protest with the borough clerk not later than the date identified in the notice. Such a protest shall be in writing and shall state all reasons for the protest. Failure to protest timely as required by this subsection shall constitute a waiver of any right to lease or use the location and shall waive any right to contest the awarding of the lease. Any protests received shall be included in the public hearing agenda item for the assembly.

16.08.065 Approval of leases.

The decision to lease tidelands shall be made by motion duly passed in regular or special session of borough assembly by resolution, following the public hearings regarding the lease application as stated in 16.08.060. The planning and zoning and port commissions reports shall accompany the request that goes to the borough assembly for final approval.

16.08.070 Terms of leases – Renewal periods.

Leases under this chapter may be issued for a maximum initial period of forty (40) years, and may provide for not more than three (3), five (5) year renewal options. The borough 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 borough assembly approves a final written lease.

16.08.080 Leases to be by negotiation.

Leases may be negotiated by the borough manager or his or her designee with any person making application for the lease of tidelands, but no lease shall be consummated and executed until the borough assembly has satisfied itself that the lease of such property is in the long range interest of the borough, that such lease has been negotiated fairly and impartially and without favoritism and that the terms of the lease adequately protect the borough, including the receipt of an annual rental reflecting the true value of the premises leased.

16.08.090 Right of borough assembly to accept or reject lease proposal.

The borough assembly shall be under no obligation to accept any lease proposal but shall evaluate all proposals under the criteria set forth in this chapter and accept or reject leases based on such evaluations.

16.08.100 Repealed.**16.08.110 Payment of annual rentals.**

Annual rental in amounts up to and including \$250.00 shall be paid on an annual basis. Annual rentals in amounts exceeding \$250.00 shall be paid in annual, quarterly, or monthly installments as provided for in the lease. All rentals shall be paid in advance.

16.08.120 Adjustment of annual rental.

All leases shall stipulate that the annual rental payment shall be subject to adjustment on the fifth anniversary of the date of the lease and each fifth anniversary date thereafter. All adjusted rates shall be computed at the greater of ten (10) percent of the fair market value of the land and improvements owned by the borough and leased thereunder, or the negotiated rate per the lease agreement. Such value shall be determined by an appraisal made by the borough assessor, or private appraiser, and determined by the borough assembly as provided in WMC 16.08.040.

16.08.130 Utilization of leased property.

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.

...

16.08.160 Cancellation or forfeiture of leases – Generally.

A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough and upon the terms and conditions set forth in the lease.

B. If the lease should be terminated because of any breach by the lessee, as provided in this chapter, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor.

C. A lease may be canceled if the leased premises are used for any unlawful purpose.

D. 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.

16.08.165 Cancellation or forfeiture of leases – Environmental contamination.

Unless otherwise conditioned in the executed lease agreement or subsequent amendments thereof, the following shall apply to all tideland leases:

A. The borough may cancel a lease if the lessee causes, permits, or fails to prevent the release, discharge, or disposal of any hazardous substances, pollutants, or contaminants on, under, or

about the leased premises, or otherwise causes environmental contamination that violates applicable federal, state, or local laws or regulations.

B. Prior to cancellation, the borough shall provide the lessee written notice identifying the nature of the contamination or violation and specifying a reasonable period of time, not to exceed ninety (90) days, within which the lessee must commence and diligently pursue remediation or corrective action to the borough's satisfaction and in compliance with applicable law.

C. If the lessee fails to commence and diligently pursue remediation within the time provided, or if the contamination poses an imminent threat to public health, safety, or the environment, the borough manager may immediately cancel the lease without further notice and take possession of the premises.

D. Upon cancellation under this section, any annual rental payment last made by the lessee shall be forfeited and retained by the borough. The lessee shall remain liable for all costs of remediation, cleanup, and restoration of the premises, including any associated administrative, legal, or enforcement costs incurred by the borough.

E. No improvements, equipment, or personal property may be removed from the leased premises until the borough manager has determined, in writing, that removal will not interfere with remediation efforts or exacerbate environmental harm.

...

SEC. 3. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 4. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

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

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Chapter 16.08

TIDELAND LEASES¹

Sections:

- 16.08.010 Scope.
- 16.08.020 Definitions.
- 16.08.030 Applications.
- 16.08.040 Appraisal – Required improvements.
- 16.08.050 Fair rental value to be used for leases – Exceptions.
- 16.08.060 Notice of publication.
- 16.08.070 Terms of lease – Renewal period.
- 16.08.080 Leases to be by negotiation.
- 16.08.090 Right of borough assembly to reject lease proposal.
- 16.08.100 Approval of leases.
- 16.08.110 Payment of annual rentals.
- 16.08.120 Adjustment of annual rentals.
- 16.08.130 Utilization of leased property.
- 16.08.140 Subleasing and assignment of leases.
- 16.08.150 Modification of leases.
- 16.08.160 Cancellation or forfeiture of leases – Generally.
- 16.08.170 Preference rights to release.
- 16.08.180 Removal or reversion of improvements upon termination of lease.
- 16.08.190 Giving notices and demands.
- 16.08.200 Compliance and regulations.
- 16.08.210 Reservation of rights-of-way.

16.08.010 Scope.

This chapter pertains to the leasing of borough-owned tidelands and to the responsibilities of the borough manager and borough assembly with respect thereto. The intent of this chapter is to ensure equitable leasing of borough-owned tidelands in such manner as will encourage development for its highest and best use in the borough. All tidelands to which the borough holds title, or to which the borough may become entitled, may be leased as provided in this chapter.

16.08.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Borough tidelands” means all those lands which are periodically covered by tidal waters between the elevations of mean high and mean low tides, together with such additional lands as may be conveyed by the state to the borough as tidelands.

“Fair rental value” means the rent computed from the appraised fair market value of the land, and such term shall mean the highest price, described in terms of money for which the property would rent, if exposed for rent for a reasonable time in the open market, with an owner willing but not forced to rent and a renter willing but not forced to rent, both being fully informed of all the purposes for which the property is best adapted or could be used.

“Lease” means a surface lease issued or held pursuant to this chapter and any other ordinances of the borough.

“Regulations” means the leasing regulations of this chapter as well as other pertinent regulations promulgated by the borough.

16.08.030 Applications.

A. A person seeking a lease for borough-owned tidelands (or submerged lands) shall file an application with the borough clerk’s office. Applications for tidelands leases shall be submitted to the planning and zoning and port commissions before being presented to the borough assembly for consideration. A nonrefundable application fee shall be paid to the borough at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule.

The assembly shall, by resolution, establish fees and rates for the encroachment permit fees. A public hearing shall be required on the resolution that establishes such fees and rates.

B. Along with the application for lease of tidelands, a development plan must be submitted for review by the planning and zoning and port commissions.

1. Development Plan. A development plan that includes and is consistent with plans required by other agencies involved in the development process. The development plan shall include:

- a. A description of the proposed use for the tidelands, submerged land, and adjacent uplands; and
- b. A description of the improvements that will be placed on the tidelands, submerged land, and adjacent uplands; and
- c. The dates by which construction will begin and will be completed; and
- d. The estimated cost of the improvements that will be placed on the tidelands, submerged lands, and adjacent uplands; and
- e. A description of the effects that the proposed use of the tidelands, submerged lands, and adjacent uplands will have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof; and
- f. The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the City and Borough of Wrangell. The applicant shall provide such additional information, including designs and specifications, as the planning and zoning and port commissions may request. The planning and zoning and port commissions may require the applicant to amend its development plan. All fees associated with the lease shall be paid by the applicant. Such fees include but are not limited to an application fee, survey, assessment, public notices, and recording fees.

16.08.040 Appraisal – Required improvements.

A. No tidelands shall be leased, or a renewal lease issued therefor, unless the same has been appraised within six months prior to the date fixed for beginning of the term of the lease or renewal lease. No land shall be leased for an annual rent less than six percent of the appraised value of the land and any improvements thereon owned by the borough.

B. Upon the filing of an application for a lease of a parcel of classified tidelands and the deposit of the costs estimated by the borough clerk, the borough assessor shall cause the tract, and any improvements thereon owned by the borough, to be appraised at their fair market value. If the borough assessor is unable to provide an appraisal, the services of a professional appraiser licensed in the state of Alaska may be used. The appraisal shall be transmitted by the assessor or appraiser to the assembly which shall review the same and determine the appraised value of the tract and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The assembly shall determine the annual rental as six percent of the appraised value and shall determine any limitations, reservations, requirements, or special conditions to be included in the lease.

C. 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 rental and the value of the improvements required to be constructed thereon.

16.08.050 Fair rental value to be used for leases – Exceptions.

Except as otherwise stated in this chapter, no tidelands of the borough shall be leased for less than the fair rental value thereof. Notwithstanding the preceding provisions, the borough may lease tidelands for less than the fair rental value to any state or federal agency, nonprofit organization, or new industries, as defined in AS 29.10.132, if such lease is determined by the borough assembly to be fair and proper and in the best interest of the public. The determination of the fair rental value of tidelands, as determined by the borough assembly, shall be conclusive in the absence of fraud. [Ord. 990 § 2, 2021.]

16.08.060 Notice of publication.

Once the planning and zoning and port commissions have both taken action on the application to go before the borough assembly, the borough clerk will cause a notice of tidelands lease application to be published for three consecutive weeks before final action of the borough assembly to approve or reject the tidelands lease. The publication shall be published in the newspaper at least two times, with the final publication at least one week prior to the final action on the application. The notice shall identify the applicant, the location of the proposed lease, and the proposed use. The notice shall state that anyone wishing to protest the lease must file a written protest with the borough clerk not later than a date identified in the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this subsection shall constitute a waiver of any right to lease or use the location and shall waive any right to contest the awarding of the lease. No sooner than one week after the date set

for receipt of protests, the borough manager shall submit to the borough assembly a report and recommendation on each protest timely received by the borough. No lease shall be approved by the assembly until the borough manager's report has been submitted to the assembly.

Additionally, the borough clerk shall mail notice to the owners, as shown on the borough tax rolls, of upland property within a radius of at least 1,200 feet of the shore-side boundary of the tidelands or submerged lands to be leased. Such notice will not be sent to the applicant if the applicant is the owner of some of the upland property.

16.08.070 Terms of leases – Renewal periods.

Leases under this chapter may be issued for a maximum initial period of 21 years, and may provide for not more than six, five-year renewal options. The assembly will approve or reject the negotiated lease. No rights to new leases or new use of tidelands or submerged lands may arise until the assembly approves a final written lease. Nothing in this chapter requires the borough assembly to accept any lease.

16.08.080 Leases to be by negotiation.

Leases may be negotiated by the borough manager or their designee with any person making application for the lease of tidelands, but no lease shall be consummated and executed until the borough assembly has satisfied itself that the lease of such property is in the long range interest of the borough, that such lease has been negotiated fairly and impartially and without favoritism and that the terms of the lease adequately protect the borough, including the receipt of an annual rental reflecting the true value of the premises leased.

16.08.090 Right of borough assembly to reject lease proposal.

The borough assembly shall be under no obligation to accept any lease proposal but shall evaluate all proposals under the criteria set forth in this chapter and accept or reject leases based on such evaluations.

16.08.100 Approval of leases.

All leases of borough-owned tidelands shall be submitted for the approval of the borough attorney as to legal sufficiency and to form and to the borough assembly for determination as to whether or not the lease should be issued. The decision to lease property shall be made by motion duly passed in regular or special session of borough assembly. In determining whether or not a lease should be issued both the planning and zoning and port commissions shall take action on a recommendation, the reports of which shall accompany the request that goes to the borough assembly for consideration. If the borough assembly finds additional information is required, the borough assembly may consult with the planning and zoning or port commission as to the advisability of any particular lease.

16.08.110 Payment of annual rentals.

Annual rental in amounts up to and including \$250.00 shall be paid on an annual basis. Annual rentals in amounts exceeding \$250.00 shall be paid in annual, quarterly, or monthly installments as provided for in the lease. All rentals shall be paid in advance.

16.08.120 Adjustment of annual rental.

All leases shall stipulate that the annual rental payment shall be subject to adjustment on the fifth anniversary of the date of the lease and each fifth anniversary date thereafter. 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 private appraiser, and determined by the assembly as provided in WMC 16.08.040.

16.08.130 Utilization of leased property.

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.

16.08.140 Subleasing and assignment of leases.

No lessee of city 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.

16.08.150 Modification of leases.

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.

16.08.160 Cancellation or forfeiture of leases – Generally.

A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough.

B. If the lease should be terminated because of any breach by the lessee, as provided in this chapter, the annual rental payment last made by the lessee shall be forfeited and retained by the lessor.

C. A lease may be canceled if the leased premises are used for any unlawful purpose.

D. 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.

16.08.170 Preference rights to release.

A lessee under this chapter, under an existing lease, shall upon expiration of the lease be allowed a preference right to release those lands previously leased by them, if all of the factors are substantially equivalent, unless it shall be determined by the borough that the renewal of such lease is not in the best interest of the borough. [Ord. 990 § 2, 2021.]

16.08.180 Removal or reversion of improvements upon termination of lease.

Improvements owned by a lessee on borough tidelands shall be removed by him or her within 60 days after termination of the lease for any cause; provided, that such removal will not cause injury or damage to the land; and that the borough manager may extend the time for removing such improvements in cases where hardship is shown. The retiring lessee may, with the consent of the borough manager, sell their improvement to the succeeding lessee.

16.08.190 Giving of notices and demands.

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.

16.08.200 Compliance with regulations.

The lessee shall comply with all regulations or ordinances which any proper public authority shall promulgate for the promotion of sanitation and fire protection and shall comply with all building and zoning codes. The lessee's premises shall be opened for inspection by authorized representatives of the borough at all reasonable times.

16.08.210 Reservation of 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.

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1078 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS OF CHAPTER 16.10 – REAL PROPERTY LEASES, TO REPEAL AND REPLACE SECTIONS IN CHAPTER 16.10 IN ITS ENTIRETY IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk
Mason Villarma, Borough Manager
Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

	FY25 \$XXX
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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

☐

Name(s)	
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Name(s)	
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	Attorney
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	Insurance
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ATTACHMENTS: 1. ORD 1078.

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

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

RECOMMENDATION MOTION:
Move to Approve Ordinance 1078.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

This chapter outlines the process for **leasing borough-owned real property (excluding tidelands)** to support equitable access, encourage responsible development, and ensure the highest and best use of borough assets.

Key Provisions

- **Application Process:** Prospective lessees must submit an application, fee, and detailed development plan for review by the Borough Manager and Planning & Zoning Commission, followed by public hearings and Assembly approval.
- **Appraisal & Rent:** Property must be appraised within six months of lease approval. **Annual rent is set at 6%** of the appraised value, with adjustments every five years.
- **Lease Terms:** Leases may be issued for up to **21 years**, with up to six **5-year renewals**. Leases are negotiated by the Borough Manager but require Assembly approval.
- **Public Notice & Protests:** Lease proposals require multiple public notices and allow time for written protests, which the Borough Assembly reviews before final decisions.
- **Use & Compliance:** Leased property must be used as outlined in the lease. Subleasing or reassignment requires prior Assembly approval. Leases may be canceled for violations or unlawful use.
- **Construction & Improvements:** Lessees must remove improvements upon lease termination unless approved otherwise. Preference rights to re-lease may apply to current lessees.
- **Miscellaneous Provisions:** The borough reserves the right to grant **easements**, and all lessees must comply with **local, state, and federal regulations**.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1078

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH
OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS OF
CHAPTER 16.10 – REAL PROPERTY LEASES, TO REPEAL AND
REPLACE SECTIONS IN CHAPTER 16.10 IN ITS ENTIRETY IN 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 ~~stricken out~~ are to be deleted].]

SEC. 1. Action. The purpose of this ordinance is to repeal and replace several Sections of Chapter 16.10 – Real Property Leases in its entirety in the Wrangell Municipal Code as follows:

SEC. 2. Amendment. Several Sections of Chapter 16.10 – Real Property Leases are hereby repealed and replaced in its entirety the Wrangell Municipal Code as follows:

Chapter 16.10
REAL PROPERTY LEASES

Sections:

16.10.030	Applications.
16.10.035	Criteria and evaluation of real property lease applications.
16.10.040	Appraisal – Required improvements.
16.10.050	Fair rental value to be used for leases – Exceptions.
16.10.060	Notice of publication.
16.10.065	Approval of leases.
16.10.070	Terms of lease – Renewal periods.
16.10.080	Leases to be by negotiation.
16.10.090	Right of borough assembly to accept or reject lease proposal.
16.10.100	Repealed.
16.10.120	Adjustment of annual rental.
16.10.130	Utilization of leased property.
16.10.140	Subleasing and assignment of leases.
...	
16.10.160	Cancellation or forfeiture of leases – Generally.
16.10.165	Cancellation or forfeiture of leases – Environmental contamination
...	
16.10.210	Reservation of rights-of-way.

16.10.030 Applications.

A. A person or entity seeking a lease for borough-owned real property shall file an application with the borough clerk's office. Applications for real property leases shall then be submitted to the borough manager and the planning and zoning commission for review before being presented to the borough assembly for consideration. A nonrefundable application fee shall be paid to the borough at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule. The assembly shall, by resolution, establish fees and rates for all fees and rates. A public hearing shall be required on the resolution that establishes such fees and rates.

B. Along with the application for lease of real property, a development plan must be submitted for review by the borough manager and the planning and zoning commission.

1. The development plan shall include:

- a. A description of the proposed use for the real property; and
- b. A description of the improvements that will be placed on the real property; and
- c. The dates by which construction will begin and will be completed; and
- d. The estimated cost of the improvements that will be placed on the real property; and
- e. A description of the effects that the proposed use of the real property may have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof; and
- f. The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the City and Borough of Wrangell or state and federal agencies. The applicant shall provide additional information, including designs and specifications, as the borough assembly, borough manager, or the planning and zoning administrator may request. Any of the bodies reviewing the development plan may require the applicant to amend their development plan. All fees associated with the lease shall be paid by the applicant. Such fees include, but are not limited to, an application fee, survey, assessment, public notices, and recording fees.

16.10.035 Criteria and evaluation of real property lease applications.

A. Criteria. The following criteria will be used to evaluate all real property lease applications submitted to the borough.

The evaluation of leases is designed to ensure the responsible and beneficial use of borough-owned land, aligning with the comprehensive plan and serving the best interests of the community. Applications are evaluated based on a range of criteria including compatibility with existing land use regulations, zoning ordinances and the goals outlined in the comprehensive plan. Evaluation considers the project's consistency with surround land uses, its potential impact on neighborhood character and its contribution to community development objectives.

Applications are reviewed for potential environmental impacts, including but not limited to stormwater management, erosion control, habitat preservation, and adherence to environmental regulations. Mitigation plans may be required to address potential adverse effects.

The proposed lease should demonstrate a tangible benefit to the community, which may include job creation, provision of valuable services, increased tax revenue, or enhancement of public amenities. For properties where public access or use is a consideration, the application will be evaluated on its ability to provide or maintain appropriate levels of access and ensure public safety.

B. Evaluation. Applications will be reviewed for completeness, ensuring all required documents and information have been submitted. Assessing the application against the established criteria, the planning administrator will submit a report and recommendation to the planning and zoning commission based on his or her findings of fact. Final review and decision-making authority rests with the borough assembly.

16.10.040 Appraisal – Required improvements.

A. No real property shall be leased, or a renewal lease issued unless appraised within six months prior to the approval by the borough assembly or renewal of the lease. The applicant shall be required to pay for the appraisal. Real property shall be leased for an annual rent of ten (10) percent of the appraised value of the land and any improvements thereon owned by the borough. The borough manager may negotiate a higher percentage of the annual rent, if he or she believes it is in the best interest of the borough. The borough assembly may exempt state or federal agencies and nonprofit organizations that lease property from the borough.

B. So long as the provisions in 16.10.060 have been completed, the borough shall cause the tract of land, and any improvements thereon owned by the borough, to be appraised at their fair market value. The applicant shall be required to pay for the appraisal. The borough may use a professional appraiser licensed in the State of Alaska to complete the appraisal. The appraisal shall be transmitted by the appraiser to the borough assembly which shall review the same and determine the appraised value of the tract of land and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The borough assembly shall determine the annual rental as at least ten (10) percent of the appraised value and shall determine any limitations, reservations, requirements, or special conditions to be included in the lease.

16.10.050 Fair rental value to be used for leases – Exceptions.

Real property of the borough may be leased for less than the fair rental value thereof in accordance with this Section 16.10.050. Notwithstanding the preceding provisions, the borough may lease real property for less than the fair rental value to any state or federal agency, nonprofit organization, or new industries, as defined in AS 29.10.132, if such lease is determined by the borough assembly to be fair and proper and in the best interest of the public.

16.10.060 Notice of publication.

When an application is submitted to the borough clerk to lease borough-owned real property, the borough clerk shall forward the application to the economic development director for planning and zoning commission consideration.

The economic development director shall schedule a public hearing and mail the public hearing notice to property owners who are within three hundred (300) feet of the proposed property, at least ten (10) days before the planning and zoning meeting.

Once the planning and zoning commission has held a public hearing and submitted its report to the borough clerk, the application shall go before the borough assembly, the borough clerk will cause a public hearing notice for anyone who wishes to protest the real property lease application, to be published two (2) times in the newspaper prior to the public hearing of the borough assembly to approve moving forward with or rejecting the real property lease.

The notice shall identify the applicant, the location of the proposed lease, and the proposed use.

The notice shall state that anyone wishing to protest the lease must file a written protest with the borough clerk not later than the date identified in the notice. Such a protest shall be in writing and shall state all reasons for the protest. Failure to protest timely as required by this subsection shall constitute a waiver of any right to lease or use the location and shall waive any right to contest the awarding of the lease. Any protests received shall be included in the public hearing agenda item for the borough assembly.

16.10.065 Approval of leases.

The decision to lease property shall be made by motion duly passed in regular or special session of borough assembly by resolution, following the public hearing regarding the lease application as stated in 16.10.060. The planning and zoning commission's report shall accompany the request that goes to the borough assembly for final approval.

16.10.070 Terms of leases – Renewal periods.

Leases under this chapter may be issued for a maximum initial period not to exceed forty (40) years and may provide for not more than three (3), five (5) year lease renewal options.

16.10.080 Leases to be by negotiation.

Leases may be negotiated by the borough manager or his or her designee with any person making application for the lease of real property, but no lease shall be consummated and executed until the borough assembly has satisfied itself that the lease of such property is in the long range interest of the borough, that such lease has been negotiated fairly and impartially and without favoritism and that the terms of the lease adequately protect the borough, including the receipt of an annual rental reflecting the true value of the premises leased.

16.10.090 Right of borough assembly to accept or reject lease proposal.

The borough assembly shall be under no obligation to accept any lease proposal but shall evaluate all proposals under the criteria set forth in this chapter and accept or reject leases based on such evaluations.

16.10.100 Repealed

...

16.10.120 Adjustment of annual rental.

All leases shall stipulate that the annual rental payment shall be subject to adjustment on the fifth (5) anniversary of the date of the lease and each fifth (5) anniversary date thereafter. All adjusted rates shall be computed at the greater of ten (10) percent of the fair market value of the land and improvements owned by the borough and leased thereunder, or the negotiated rate per the lease

agreement. Such value shall be determined by an appraisal made by the borough assessor, or private appraiser, and determined by the borough assembly as provided in WMC 16.08.040.

16.10.130 Utilization of leased property.

Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use or failure to develop the land consistent with an applicable development plan without the express consent of the borough assembly shall constitute a violation of the lease and may result in termination of the lease at the discretion of the borough manager.

16.10.140 Subleasing and assignment of leases.

No lessee of borough-owned real property shall sublease or assign his or her 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 on a case-by-case basis where the borough assembly finds that the assignment or sublease will not be detrimental to the interests of the borough but will be in the best interests of the borough.

16.10.160 Cancellation or forfeiture of leases – Generally.

A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough and upon the terms and conditions set forth in the lease.

B. If the lease should be terminated because of any breach by the lessee, the rental payment made by the lessee shall be forfeited and retained by the lessor.

C. The borough may cancel a lease if the leased premises are used for any unlawful purpose.

D. 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.

16.10.165 Cancellation or forfeiture of leases – Environmental contamination.

Unless otherwise conditioned in the executed lease agreement or subsequent amendments thereof, the following shall apply to all borough-owned real property leases:

A. The borough may cancel a lease if the lessee causes, permits, or fails to prevent the release, discharge, or disposal of any hazardous substances, pollutants, or contaminants on, under, or about the leased premises, or otherwise causes environmental contamination that violates applicable federal, state, or local laws or regulations.

B. Prior to cancellation, the borough shall provide the lessee written notice identifying the nature of the contamination or violation and specifying a reasonable period of time, not to exceed ninety (90) days, within which the lessee must commence and diligently pursue remediation or corrective action to the borough's satisfaction and in compliance with applicable law.

C. If the lessee fails to commence and diligently pursue remediation within the time provided, or if the contamination poses an imminent threat to public health, safety, or the environment, the borough manager may immediately cancel the lease without further notice and take possession of the premises.

D. Upon cancellation under this section, any annual rental payment last made by the lessee shall be forfeited and retained by the borough. The lessee shall remain liable for all costs of remediation, cleanup, and restoration of the premises, including any associated administrative, legal, or enforcement costs incurred by the borough.

E. No improvements, equipment, or personal property may be removed from the leased premises until the borough manager has determined, in writing, that removal will not interfere with remediation efforts or exacerbate environmental harm.

...

16.10.210 Reservation of 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.

SEC. 3. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 4. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

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

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Chapter 16.10

REAL PROPERTY LEASES

Sections:

- 16.10.010 Scope.
- 16.10.020 Definitions.
- 16.10.030 Applications.
- 16.10.040 Appraisal – Required improvements.
- 16.10.060 Notice of publication.
- 16.10.070 Terms of leases – Renewal periods.
- 16.10.080 Leases to be by negotiation.
- 16.10.100 Approval of leases.
- 16.10.110 Payment of annual rentals.
- 16.10.120 Adjustment of annual rental.
- 16.10.130 Utilization of leased property.
- 16.10.140 Subleasing and assignment of leases.
- 16.10.150 Lease amendments.
- 16.10.160 Cancellation or forfeiture of leases – Generally.
- 16.10.170 Preference rights to re-lease.
- 16.10.180 Removal or reversion of improvements upon termination of lease.
- 16.10.190 Giving of notices and demands.
- 16.10.200 Compliance with regulations.
- 16.10.210 Reservation of rights-of-way.

16.10.010 Scope.

This chapter governs the procedure for leasing borough-owned real property, excluding tidelands which are subject to the procedures in Chapter 16.08 WMC. The intent of this chapter is to ensure equitable leasing of borough-owned real property in such manner as will encourage development, maximize the value of borough assets, and provide for the highest and best use of borough real property. All real property to which the borough holds title, or to which the borough may become entitled, may be leased as provided in this chapter. [Ord. 1046 § 2, 2023.]

16.10.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Fair rental value” means the rent computed from the appraised fair market value of the land, and such term shall mean the highest price, described in terms of money for which the property would rent, if exposed for rent for a reasonable time in the open market, with an owner willing but not forced to lease and a renter willing but not forced to rent, both being fully informed of all the purposes for which the property is best adapted or could be used.

“Lease” means a surface lease issued or held pursuant to this chapter and any other borough ordinances.

“Regulations” means the leasing regulations of this chapter as well as other pertinent regulations promulgated by the borough. [Ord. 1046 § 2, 2023.]

16.10.030 Applications.

A. A person or entity seeking a lease for borough-owned real property shall file an application with the borough clerk’s office. Applications for real property leases shall be submitted to the borough manager and the planning and zoning commission for review before being presented to the borough assembly for consideration. A nonrefundable application fee shall be paid to the borough at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule.

The assembly shall, by resolution, establish fees and rates for the encroachment permit fees. A public hearing shall be required on the resolution that establishes such fees and rates.

B. Along with the application for the lease of real property, a development plan must be submitted for review.

1. Development Plan. The development plan shall include:

- a. A description of the proposed use for the real property; and
- b. A description of the improvements that will be placed on the real property; and
- c. The dates by which construction will begin and will be completed; and
- d. The estimated cost of the improvements that will be placed on the real property; and
- e. A description of the effects that the proposed use of the real property may have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof; and
- f. The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the City and Borough of Wrangell. The applicant shall provide additional information, including designs and specifications, as the borough manager or the planning and zoning commission may request. The applicant may be required to amend its development plan. All fees associated with the lease shall be paid by the applicant. Such fees include, but are not limited to, an application fee, survey, assessment, public notices, and recording fees. [Ord. 1053 § 3, 2024; Ord. 1046 § 2, 2023.]

16.10.040 Appraisal – Required improvements.

A. No real property shall be leased, or a renewal lease issued therefor, unless the same has been appraised within six months prior to the date fixed for beginning of the term of the lease or renewal lease. Real property shall be leased for an annual rent of six percent of the appraised value of the land and any improvements thereon owned by the borough. State or federal agencies and nonprofit organizations that lease property from the borough may be exempt from this requirement.

B. Upon the filing of an application for a lease of a parcel of classified real property and the deposit of the costs estimated by the borough clerk, the borough shall cause the tract, and any improvements thereon owned by the borough, to be appraised at their fair market value. The borough may use a professional appraiser licensed in the state of Alaska to complete the appraisal. The appraisal shall be transmitted by the appraiser to the borough assembly which shall review the same and determine the appraised value of the tract and improvements thereon owned by the borough. Facilities for supplying utility services shall not be considered as such improvements. The assembly shall determine the annual rental as six percent of the appraised value and shall determine any limitations, reservations, requirements, or special conditions to be included in the lease. [Ord. 1046 § 2, 2023.]

16.10.060 Notice of publication.

Following review of the application by the planning and zoning commission, the borough assembly shall review and decide upon the application at a public hearing. The borough clerk will cause a notice of lease application to be published for three consecutive weeks before the public hearing. The publication shall be published in the newspaper at least two times, with the final publication at least one week prior to the final action on the application. The notice shall identify the applicant, the location of the proposed lease, and the proposed land use. The notice shall state that anyone wishing to protest the lease must file a written protest with the borough clerk not later than the date identified in the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this section shall waive any right to contest the lease application. No sooner than one week after the date set for receipt of protests, the borough manager shall submit to the borough assembly a report and recommendation on each protest timely received by the borough.

All property owners within 300 feet shall be notified by mail regarding the public hearing. [Ord. 1046 § 2, 2023.]

16.10.070 Terms of leases – Renewal periods.

Leases under this chapter may be issued for a maximum initial period of 21 years, and may provide for not more than six five-year lease renewal options. [Ord. 1046 § 2, 2023.]

16.10.080 Leases to be by negotiation.

Leases may be negotiated by the borough manager or their designee with any person making application for the lease of real property, but no lease shall be consummated and executed until the borough assembly has satisfied itself that the lease of such property is in the long range interest of the borough, that such lease has been negotiated fairly and impartially and without favoritism and that the terms of the lease adequately protect the borough, including the receipt of an annual rental reflecting the true value of the premises leased. [Ord. 1046 § 2, 2023.]

16.10.100 Approval of leases.

All leases of borough-owned real property shall be submitted for the approval of the borough attorney as to legal sufficiency and to form and to the borough assembly for determination as to whether or not the lease should be issued. The decision to lease real property shall be made by motion duly passed in regular or special session of borough assembly, following the public hearing regarding the lease application. A report and recommendation from the planning and zoning commission shall accompany the request that goes to the borough assembly for consideration. If the borough assembly determines additional information is required, it may consult with the planning and zoning commission regarding the lease application. [Ord. 1046 § 2, 2023.]

16.10.110 Payment of annual rentals.

Annual rental in amounts up to and including \$250.00 shall be paid on an annual basis. Annual rentals in amounts exceeding \$250.00 shall be paid in annual, quarterly, or monthly installments as provided for in the lease. [Ord. 1046 § 2, 2023.]

16.10.120 Adjustment of annual rental.

All leases shall stipulate that the annual rental payment shall be subject to adjustment every five years to reflect the current fair market value of the leased property. The fair market value of the leased property shall be determined as provided by WMC 16.10.040. [Ord. 1046 § 2, 2023.]

16.10.130 Utilization of leased property.

Leases shall be utilized solely for the purposes within the scope of the lease. Development for other use or failure to develop the land consistent with an applicable development plan without the express consent of the borough assembly shall constitute a violation of the lease. [Ord. 1046 § 2, 2023.]

16.10.140 Subleasing and assignment of leases.

No lessee of borough-owned real property 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 interests of the borough. [Ord. 1046 § 2, 2023.]

16.10.150 Lease amendments.

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. [Ord. 1046 § 2, 2023.]

16.10.160 Cancellation or forfeiture of leases – Generally.

A. Leases in good standing may be canceled in whole or in part at any time upon written agreement between the lessee and the borough.

B. If the lease should be terminated because of any breach by the lessee, the rental payment last made by the lessee shall be forfeited and retained by the lessor.

C. The borough may cancel a lease if the leased premises are used for any unlawful purpose.

D. 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. [Ord. 1046 § 2, 2023.]

16.10.170 Preference rights to re-lease.

A lessee under this chapter, under an existing lease, shall upon expiration of the lease be allowed a preference right to renew the lease, unless the borough determines that the renewal is not in the best interest of the borough. [Ord. 1046 § 2, 2023.]

16.10.180 Removal or reversion of improvements upon termination of lease.

A lessee's improvements on borough-owned real property shall be removed by the lessee within 60 days after termination of the lease for any cause; provided, that such removal will not cause injury or damage to the land. The borough manager may extend the time for removing such lessee improvements. With the consent of the borough manager, a lessee may sell their improvement to a succeeding lessee. [Ord. 1046 § 2, 2023.]

16.10.190 Giving of notices and demands.

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. [Ord. 1046 § 2, 2023.]

16.10.200 Compliance with regulations.

The lessee shall comply with all federal, state, and local statutes and ordinances with regard to the leased premises, including all borough building and zoning codes. The lessee's premises shall be opened for inspection by authorized representatives of the borough at all reasonable times. [Ord. 1046 § 2, 2023.]

16.10.210 Reservation of 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 just compensation for all improvements destroyed or damaged. [Ord. 1046 § 2, 2023.]

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

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1079 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING CHAPTER 16.12 – DISPOSITION OF PUBLIC LANDS AND TIDELANDS, TO REPEAL AND REPLACE SEVERAL SECTIONS OF CHAPTER 16.12 IN ITS ENTIRETY, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk
Mason Villarma, Borough Manager
Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

	FY25 \$XXX
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Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

	\$XXX
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Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. ORD 1079.

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

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

RECOMMENDATION MOTION:
Move to Approve Ordinance 1079.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

This ordinance outlines the formal procedures for the lease, sale, or other disposition of real property and tidelands owned by the City and Borough of Wrangell. It addresses standard dispositions, economic development-related transfers, public benefit conveyances, and criteria for evaluating such actions.

We are recommending several amendments to this section and therefore, are requested that the sections in ORD 1079 be repealed and replaced in its entirety.

General Applicability (WMC 16.12.010)

- Establishes the borough's official procedures for property disposition.
- Allows the Assembly to waive procedures when warranted by public interest.
- Assembly decisions on disposition applications are final.

Disposition for Economic Development (WMC 16.12.012)

- Enables the Assembly to transfer property at less than fair market value without a public sale when supporting economic development.
- Requires commission review (Planning & Zoning, Port, Economic Development Board), public notice, and hearings.
- Lists criteria for determining public benefit, including job creation, tax revenue, and land use compatibility.
- Requires applicant-funded appraisals and surveys.
- Final approval is by resolution after all procedural requirements are met.

Disposition for Public Use (WMC 16.12.015)

- Permits property transfer to governmental agencies, tribes, or nonprofits at less than market value for public benefit purposes.
- Requires commission review, public hearings, and formal approval by Assembly resolution.

Commencement of Proceedings (WMC 16.12.020)

- Disposition proceedings may be initiated by the clerk, Assembly, or an interested applicant.
- Applications must identify the property, proposed interest (sale, lease, etc.), and intended use.

Sale of Tidelands (WMC 16.12.030)

- Prefers leasing over selling tidelands, but allows for sales when justified by public interest.
- Tideland sales must follow the same procedures as other borough property sales.

Evaluation Criteria (WMC 16.12.035)

- Establishes criteria for reviewing proposed sales, including legal eligibility, future public use potential, and alignment with borough plans.
- Applications may be denied if the land is protected or restricted.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1079

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH
OF WRANGELL, ALASKA, AMENDING CHAPTER 16.12 –
DISPOSITION OF PUBLIC LANDS AND TIDELANDS, TO REPEAL AND
REPLACE SEVERAL SECTIONS OF CHAPTER 16.12 IN ITS ENTIRETY,
IN 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 ~~stricken out~~ are to be deleted].]

SEC. 1. Action. The purpose of this ordinance is to repeal and replace Chapter 16.12 – Disposition of Public Lands and Tidelands in its entirety in the Wrangell Municipal Code as follows:

SEC. 2. Amendment. Chapter 16.12 – Disposition of Public Lands and Tidelands is hereby repealed and replaced in its entirety, in the Wrangell Municipal Code as follows:

Chapter 16.12
DISPOSITION OF PUBLIC LANDS AND TIDELANDS

Sections:

- 16.12.010 Applicability of provisions.
- 16.12.012 Disposition of real property for economic development purposes.
- 16.12.015 Disposal of public lands for public use.
- 16.12.020 Commencement of proceedings.
- 16.12.030 Sale of tidelands.
- 16.12.035 Criteria and evaluation of public land and tideland applications.
- 16.12.040 Sale of real property or tidelands by application.
- 16.12.045 Sale of real property or tidelands – initiated by the borough.
- 16.12.050 Landlocked tidelands.
- 16.12.060 Restriction on sale of tidelands and sufficiency of proof.
- 16.12.070 Preference rights of upland owners and tidelands lessees.
- 16.12.075 Additional requirements.
- 16.12.080 Exchange or trade of borough real property or tidelands.
- 16.12.090 Effective date of resolution.
- 16.12.100 Repealed.
- 16.12.105 Repealed.
- 16.12.115 Ratification of prior conveyances.
- 16.12.120 Construction as condition of sale – Generally.
- 16.12.130 Construction as condition of sale – Term during which construction must begin.
- 16.12.140 Construction as condition of sale – Construction completion terms.

16.12.150 Construction as condition of sale – Construction completion terms for industrial development.

16.12.160 Construction as condition of sale – Extension of construction period.

16.12.170 Construction as condition of sale – Default provision.

16.12.180 Construction as condition of sale – Inspection and report authority – Appeals.

16.12.010 Applicability of provisions.

The provisions of this chapter shall constitute the formal procedure for the lease, sale, or other disposition of real property for interest in real property or tideland owned by the borough. Nothing herein shall preclude the borough assembly from waiving all of the provisions of this chapter, when in the judgment of the borough assembly the public interest so requires, so as to dispose of public lands by lease, exchange, trade, sale, lottery, or other disposition of said public lands. Action by the borough assembly to approve or reject the application for borough-owned real property or tidelands shall be final.

16.12.012 Disposition of real property for economic development purposes.

A. In the exercise of the borough's economic development powers, the borough assembly may determine, in its sole discretion, that it is in the best interest of the borough to dispose of borough-owned real property, including tidelands, or any interest therein, without requests for proposals or public sale procedures and at less than fair market value.

If an application is received with an offer for less than fair market value, the borough clerk shall forward the application to the economic development director for economic development board consideration and to the planning and zoning commission and if tidelands, to the port commission consideration.

The economic development director shall schedule a public hearing and mail the public hearing notice to property owners who are within 300 feet of the proposed property, at least ten (10) days before the planning and zoning and or port commission meetings.

B. In determining the best interests of the borough under this section, the borough assembly may consider any relevant factors, which may include:

1. The desirability of the economic development project;
2. The appraised value of the land being requested;
3. The actual or potential economic benefits to the borough, its economy and other businesses within the borough;
4. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise;
5. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing;
6. Actual or potential local employment due to the economic development project;

7. Actual and potential enhancement of tax and other revenues to the borough related to the project; and

8. Existing and reasonably foreseeable land use patterns and ownership.

C. After the reports have been received by the borough clerk from the commission(s), the borough clerk will cause a public hearing notice for the sale, for anyone who wishes to protest the sale of borough-owned real property or tidelands for economic development purposes.

D. The public hearing notice to sell borough-owned real property or tidelands for economic development purposes shall be published two (2) times in the newspaper with the final publication at least one week prior to the public hearing of the borough assembly to approve moving forward with or rejecting the sale. The notice shall identify the applicant, the location of the proposed sale, and the proposed use. The notice shall state that anyone wishing to protest the sale must file a written protest with the borough clerk not later than the date identified in the notice. Such a protest shall be in writing and shall state all reasons for the protest. Failure to protest timely as required by this subsection shall constitute a waiver of any right to contest the awarding of the sale. Any protests received shall be included in the public hearing agenda item for the borough assembly.

D. If the borough assembly approves moving forward with the sale of borough-owned real property or tidelands for economic development purposes, the borough clerk shall notify the applicant of the costs associated with the sale which include but are not limited to the survey (if required), appraisal, all public notices, and recording fees.

E. Once the applicant agrees to the costs associated with the sale, the borough clerk shall cause an appraisal of the interest to be disposed of to be made by a professional appraiser licensed in the state of Alaska, who shall submit a report, which will include his or her estimate of the market value of the interest.

F. If the borough-owned property or borough-owned tidelands require a survey, the applicant shall be responsible for obtaining that survey. If a survey is required, the appraisal shall take place after the survey. Both the survey and the appraisal costs shall be the responsibility of the applicant.

G. Once the appraisal report has been submitted, the borough clerk will place the final approval of the sale, by resolution on an upcoming regular or special borough assembly meeting. The appraisal report shall be included in the final borough assembly documents for review.

16.12.015 Disposal of public lands for public use.

A. When the borough assembly determines it is in the best interests of the public to dispose of real property, or any interest therein, owned by the borough, including tidelands to a state or federal agency, federally recognized tribe, nonprofit entity, or for a public benefit purpose, the disposal may be made without public sale procedures and at less than fair market value.

B. Prior to disposal under subsection (A) of this section, the borough clerk shall forward the application to the economic development director for planning and zoning commission consideration, and if tidelands to the port commission. The economic development director shall schedule a public hearing and mail the public hearing notice to property owners who are within

300 feet of the proposed property, at least ten (10) before the planning and zoning and or port commission meetings.

C. Once the planning and zoning commission and port commission, if applicable, has held a public hearing and submitted its report to the borough clerk, the application shall go before the borough assembly.

D. The public hearing notice to dispose of public lands for public use shall be published two (2) times in the newspaper with the final publication at least one week prior to the public hearing of the borough assembly to approve moving forward with the disposition. The notice shall identify the applicant, the location of the proposed disposition, and the proposed public use. The notice shall state that anyone wishing to protest the disposition must file a written protest with the borough clerk not later than the date identified in the notice. Such a protest shall be in writing and shall state all reasons for the protest. Failure to protest timely as required by this subsection shall constitute a waiver of any right to contest the awarding of the disposition. Any protests received shall be included in the public hearing agenda item for the assembly.

E. Following the public hearing, the borough assembly may authorize disposal of the real property by resolution, which shall include any special terms and conditions the borough assembly may require for the disposal. Upon adoption of the resolution, the borough attorney shall prepare a deed or other appropriate instrument of conveyance.

16.12.020 Commencement of proceedings.

Proceedings commencing disposition of real property, including tidelands, to an individual or entity other than the to a state or federal agency, federally recognized tribe, or nonprofit entity, or for a public benefit purpose as provided in WMC 16.12.015, shall be initiated by the borough clerk or by the borough assembly or an assembly member upon motion at a meeting, or by an interested third party by application submitted to the borough clerk. Such motion, application, or request must identify the property by general or legal description, state the interest to be disposed (sale, lease, or other) and state the reason and purpose of the proposed disposition.

16.12.030 Sale of tidelands.

A. The policy of outright disposal by sale of tidelands and submerged lands is not favored; the orderly development of the borough with due consideration toward ocean resource harvesting, municipal revenue and public recreation demonstrates a strong preference for tidelands leasing. However, when it is in the public interest, the borough assembly may, by resolution, authorize the sale of tracts of tidelands and submerged lands in the manner provided for the sale of other real property owned by the borough.

B. All sales of tidelands and submerged lands shall be governed by the provisions of this chapter.

16.12.035 Criteria and evaluation of the disposition of Borough-owned real property or tidelands applications.

The decision to sell borough-owned real property or tidelands requires careful consideration of multiple factors to ensure that such transactions align with the comprehensive plan, strategic goals and serve the public interest. The planning and zoning commission and port commission, if

applicable, will utilize the following criteria to evaluate all potential real property or tideland sales and formulate a recommendation to the borough manager and assembly in favor of or against the sale. This recommendation may include suggested methods of sale, and any preferred terms or conditions deemed necessary to protect the public interest and achieve borough objectives. If in the determination by the economic development director, the borough-owned real property or tidelands is deemed ineligible for disposition due to protections, covenants or legal restrictions, the application may be immediately denied.

The borough, in evaluating the potential real property or tideland sales, will consider, but not be limited to, the following criteria:

- A. A thorough review will be conducted to determine if the real property or tideland is legally eligible for sale. This includes identifying any existing protections, covenants, or legal restrictions that may prohibit or condition the sale.
- B. The potential for the borough to utilize the real property of tideland for essential public infrastructure, reserved uses, or other identified needs will be assessed. This ensures that the sale does not compromise future public service delivery or strategic land holdings.
- C. The proposed sale will be evaluated for its consistency with the borough's Comprehensive Plan. Consideration will be given to the real property or tideland's designated use within the plan and whether the sale is consistent with broader community development objectives.
- D. Lands identified for development within the next one to three years may be prioritized for public auction to capitalize on near-term market opportunities and facilitate timely development in accordance with community needs.
- E. The long-term plans and potential future uses of the land will be taken into account to ensure that the sale does not negatively impact on the borough's strategic land management objectives and future development possibilities.
- F. Consideration will be given to any existing or planned developments that may evolve into a land sale, ensuring a coordinated and strategic approach to land disposition.
- G. An assessment of existing and potential access, rights-of-way, and utility infrastructure will be undertaken to understand the implications for future development and ensure feasibility for potential purchasers.
- H. The prospective development's potential to provide tangible public benefits, such as affordable housing, economic development, recreational opportunities, or environmental enhancements, will be a significant factor in the evaluation process.

16.12.040 Sale of real property or tidelands by application.

A. Disposition of Borough-Owned Real Property and Tidelands. When an application is filed for the purchase of borough-owned real property or tidelands or any interest therein, the following steps shall take place:

1. The person wishing to purchase the borough-owned real property or tidelands shall submit an application to purchase borough-owned real property or tidelands, to the borough clerk. The borough clerk shall submit the application to the economic development director and if tidelands, the harbormaster, for consideration by the planning and zoning commission and if borough-owned tidelands, the port commission for comments in favor of or against the sale at their next regular meeting.

The application shall include and list any supporting documents, purpose and proposed use of the property, and any improvements that will be added to the property/ Applicant shall describe the effects that the proposed use will have on public streets. Facilities, public services, utilities, traffic and parking, along with any plans for mitigation.

A nonrefundable application fee shall be paid to the borough at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule. A public hearing shall be required on the resolution that establishes such fees and rates.

The economic development director shall schedule a public hearing and mail the public hearing notice to property owners who are within 300 feet of the proposed property, at least ten (10) days before the planning and zoning commission and if tidelands, port commission meetings.

2. After the reports have been received by the borough clerk from the commission(s) the borough clerk will cause a public hearing notice for the sale. This public hearing shall be open to the public and will include any protests received on the application to purchase borough-owned real property or tidelands by application, in the agenda item.

The public hearing notice to sell borough-owned real property or tidelands shall be published two (2) times in the newspaper with the final publication at least one week prior to the public hearing of the borough assembly to approve moving forward with or rejecting the sale.

The notice shall identify the applicant, the location of the proposed sale, and the proposed use. The notice shall state that anyone wishing to protest the sale must file a written protest with the borough clerk not later than the date identified in the notice. Such a protest shall be in writing and shall state all reasons for the protest. Failure to protest timely as required by this subsection shall constitute a waiver of any right to contest the awarding of the sale. Any protests received shall be included in the public hearing agenda item for the assembly.

3. If there is public interest in the land that is being requested by the applicant for sale, the borough assembly may direct the borough manager to proceed with a public sale by auction, rejecting the application. Such an action will prompt the refund of the applicant's

application fee. The direction from the borough assembly may only be given at the public hearing that approves moving forward with the sale.

4. If the borough assembly approves moving forward with the sale by application, the borough clerk shall notify the applicant of the costs associated with the sale which include but are not limited to the survey (if required), appraisal, all public notices, premium percentage amount, and recording fees. The assembly shall, by resolution, establish the premium percentage amount in the fee and rate schedule. A public hearing shall be required on the resolution that establishes such fees and rates.

5. Once the applicant agrees to the costs associated with the sale, the borough clerk shall cause an appraisal of the interest to be disposed of to be made by a professional appraiser licensed in the state of Alaska, who shall submit a report, which will include his or her estimate of the fair market value of the interest.

6. If the borough-owned property or tidelands require a survey, the applicant shall be responsible for obtaining that survey. If a survey is required, the appraisal shall take place after the survey. Both the survey and the appraisal costs shall be paid by the applicant.

7. Once the appraisal report has been submitted, the borough clerk will place the final approval of the sale, by resolution, on an upcoming regular or special borough assembly meeting. The appraisal report shall be included in the final assembly documents for review.

8. There shall be a premium percentage applied to the fair market appraised value of the borough-owned property or tidelands by application. The borough assembly shall, by resolution, establish fees and rates for the premium percentage. A public hearing shall be required on the resolution that establishes such fees and rates.

B. Terms. Upon final approval by the borough assembly by resolution, payment in full must be paid within 20 days in the form of a certified or cashier's check, cash or by electronic funds transfer (EFT). Payment due includes the appraised fair market value plus the survey cost, assessment, all public notices, and recording fees.

C. Fund Disposition. Unless the solution for sale approved by the borough assembly stipulates otherwise, all funds received from borough-owned tidelands sales and borough-owned real property sales shall be deposited into the City and Borough of Wrangell's industrial construction fund for commercial sales and residential construction fund for residential sales.

16.12.045 Sale of real property or tidelands – initiated by the borough.

If the borough determines that it is in the public interest for the borough to divest itself of borough-owned real property or tidelands by sale through public auction or by lottery, the procedures for the sale shall be determined by Resolution or non-codified Ordinance and approved by the borough assembly.

16.12.050 Landlocked tidelands.

Those portions of borough-owned tidelands which have been filled and are now landlocked with no access to navigable waters shall be treated as all other uplands owned by the borough and disposed of in the manner provided in Chapter 16.12 WMC for borough-owned real property.

16.12.060 Restriction on sale of tidelands and sufficiency of proof.

No sale of tidelands shall occur except upon public hearing as per WMC 16.12.040(A)(2). At the public hearing, the applicant must clearly demonstrate the benefits of sale of the subject tidelands tract that could not be realized by the borough through leasing; a determination by the borough assembly adverse to the applicant may not be appealed unless clearly erroneous. An applicant for purchase of tidelands must conclusively demonstrate the outright sale of the nominated tidelands tract, as contrasted with the lease of such tract, is in the borough's best interest. The borough reserves the right to refuse sale of any tidelands tracts.

16.12.070 Preference rights of upland owners and tidelands lessees.

A. Uplands owner abutting tide and submerged lands for which a sale application is submitted, whether submitted by the uplands owner or a third party, shall be entitled to a preference right in the form of the right to meet or exceed the highest bid or offer tendered by another person for the purchase of abutting tide or submerged lands. No additional notice other than that already required by this title shall be required of the applicant. Furthermore, failure to exercise this preference right at or before the time of sale shall result in the forfeiture of said preference right.

B. The lessees of an existing and current tidelands lease shall be entitled to a preference right in the form of the right to meet or exceed the highest bid or offer tendered by another person for the purchase of the tidelands leased by said lessee. The tidelands lessees' preference shall be superior to that preference granted to uplands owners in subsection (A) of this section. No additional notice, other than that already required by this title, shall be required of the applicant. Furthermore, failure to exercise this preference at or before the time of sale shall result in the forfeiture of said preference right.

16.12.075 Additional requirements.

The borough assembly may provide such additional and necessary requirements as they find necessary to carry out the specific and unique terms of each such sale and as may from time to time be necessary and not inconsistent with this chapter.

16.12.080 Exchange or trade of borough real property or tidelands.

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

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

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

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

16.12.090 Effective date of resolution.

A resolution providing for the disposition of property shall become effective upon adoption by the borough assembly. The borough attorney shall prepare a deed or other appropriate instrument of conveyance to be executed by the mayor and clerk, subject to any deed of trust securing installment payments of the purchase price and other obligations to the borough.

16.12.105 Repealed.

...

SEC. 3. Severability. If any provision of this ordinance, or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to all other persons or circumstances shall not be affected thereby.

SEC. 4. Classification. This ordinance is of a permanent nature and shall be codified in the Wrangell Municipal Code.

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

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

Chapter 16.12

DISPOSITION OF PUBLIC LANDS AND TIDELANDS

Sections:

- 16.12.010 Applicability of provisions.
- 16.12.012 Disposition of real property for economic development purposes.
- 16.12.015 Disposal of public lands for public use.
- 16.12.020 Commencement of proceedings.
- 16.12.030 Sale of tidelands.
- 16.12.040 Sale of real property or tidelands.
- 16.12.050 Landlocked tidelands.
- 16.12.060 Restriction on sale of tidelands and sufficiency of proof.
- 16.12.070 Preference rights of upland owners and tidelands lessees.
- 16.12.075 Additional requirements.
- 16.12.080 Exchange or trade of borough real property or tidelands.
- 16.12.090 Effective date of resolution.
- 16.12.100 *Repealed.*
- 16.12.105 Over-the-counter sales.
- 16.12.115 Ratification of prior conveyances.
- 16.12.120 Construction as condition of sale – Generally.
- 16.12.130 Construction as condition of sale – Term during which construction must begin.
- 16.12.140 Construction as condition of sale – Construction completion terms.
- 16.12.150 Construction as condition of sale – Construction completion terms for industrial development.
- 16.12.160 Construction as condition of sale – Extension of construction period.
- 16.12.170 Construction as condition of sale – Default provision.
- 16.12.180 Construction as condition of sale – Inspection and report authority – Appeals.

16.12.010 Applicability of provisions.

The provisions of this chapter shall constitute the formal procedure for the lease, sale, or other disposition of real property for interest in real property or tideland owned by the borough. Nothing herein shall preclude the assembly from waiving all of the provisions of this chapter, when in the judgment of the assembly the public interest so requires, so as to dispose of public lands by lease, exchange, trade, sale, or other disposition of said public lands when the value of said property, lease, or interest is \$1,000,000 or less (as determined by a qualified appraiser or the borough assessor) and is accomplished by resolution after public notice published 14 days prior to passage of the resolution. [Ord. 677 § 4, 2000; Ord. 645 § 5, 1998; Ord. 588 § 4, 1993; Ord. 429 § 4, 1982; Ord. 275 § 5, 1972; prior code § 45.20.010.]

16.12.012 Disposition of real property for economic development purposes.

A. In the exercise of the borough's economic development powers, the assembly may determine, in its sole discretion, that it is in the best interest of the borough to dispose of borough-owned real property, including tidelands, or any interest therein, which interest has a value of \$1,000,000 or less (as determined by the borough assessor or a qualified appraiser), without requests for proposals or sealed bid procedures and at less than fair market value.

B. In determining the best interests of the borough under this section, the assembly may consider any relevant factors, which may include:

1. The desirability of the economic development project;
2. The actual or potential economic benefits to the borough, its economy and other businesses within the borough;
3. The contribution of the proponent to the economic development project in terms of money, labor, innovation, expertise, experience and otherwise;

4. The business needs of the proponent of the project in terms of integration into existing facilities and operations, stability in business planning, business commitments, and marketing;
5. Actual or potential local employment due to the economic development project;
6. Actual and potential enhancement of tax and other revenues to the borough related to the project; and
7. Existing and reasonably foreseeable land use patterns and ownership.

C. Prior to disposal under subsection (A) of this section, the assembly shall hold a public hearing. The borough clerk shall publish notice of the public hearing in a newspaper of general circulation in the borough at least 14 days prior to the hearing. The notice shall include the date, time and place of the hearing, and general or legal description of the real property or interest, and the proposed disposition and its purpose.

D. Following the hearing, and with comments/recommendations from the port commission, the planning and zoning commission, and the economic development committee, the assembly may authorize disposition of the real property or interest therein by resolution.

E. Where the acquisition of the real property or any interest therein or the construction of a permanent improvement has been approved by the voters at an election, the disposition of such property, interest or improvement under this section by sale, trade or lease for a term exceeding five years shall be made only by authority of an ordinance ratified by a majority of the qualified voters of the borough who vote upon the question. For purposes of this subsection, the term of any such lease shall include the terms of all options to extend or renew the lease. The requirements of this subsection do not apply where the voter approval involved was in the form of authorizing the issuance of bonds to finance the acquisition of the real property or any interest therein or the construction of a permanent improvement. [Ord. 781 §§ 1, 2, 2006; Ord. 756 § 1, 2004.]

16.12.015 Disposal of public lands for public use.

A. When the borough assembly determines it is in the best interests of the public to dispose of real property, or any interest therein, owned by the borough, including tidelands, which interest has a value of \$1,000,000 or less, to the state or U.S. government for public use, the disposal may be made without sealed bid procedures and at less than fair market value.

B. Prior to disposal under subsection (A) of this section, the assembly shall hold a public hearing. The borough clerk shall publish notice of the hearing in a newspaper of general circulation in the borough at least 10 days prior to the hearing. The notice shall include the date, time, and place of the hearing and a description of the real property, stating in full the proposed public use.

C. Following the hearing, the assembly may authorize disposal of the real property by resolution, which shall include any special terms and conditions the assembly may require for the disposal. Upon adoption of the resolution, the borough attorney shall prepare a deed or other appropriate instrument of conveyance. [Ord. 677 § 4, 2000; Ord. 645 § 5, 1998; Ord. 588 § 5, 1993; Ord. 410 § 5, 1981; prior code § 45.20.015.]

16.12.020 Commencement of proceedings.

Proceedings commencing disposition of real property, including tidelands, to other than the state or U.S. government, as provided in WMC 16.12.015, shall be initiated by the borough clerk or by the assembly or a assembly member upon motion at a meeting, or by an interested third party upon written application or request submitted to the borough clerk seven days prior to the assembly meeting. Such motion, application, or request must identify the property by general or legal description, state the interest to be disposed (sale, lease, or other) and state the reason and purpose of the proposed disposition. [Ord. 677 § 4, 2000; Ord. 410 § 6, 1981; Ord. 275 § 5, 1972; prior code § 45.20.020.]

16.12.030 Sale of tidelands.

A. The policy of outright disposal by sale of tide and submerged lands is not favored; the orderly development of the borough with due consideration toward ocean resource harvesting, municipal revenue and public recreation would indicate a strong preference toward tidelands leasing. However, when it is in the public interest, the assembly may, by resolution, authorize the sale of tracts of tide and submerged lands in the manner provided for the sale of other

real property owned by the borough. Tidelands, which may be sold pursuant to this section, as that term is used herein, refers only to those tide and submerged lands conveyed by the state of Alaska to the then-City of Wrangell pursuant to AS 38.05.820.

B. All sales of tide and submerged lands shall be public sales and shall be governed by the provisions of this chapter, insofar as applicable. [Ord. 833 § 42, 2009; Ord. 677 § 4, 2000; Ord. 645 § 5, 1998; Ord. 618 § 4, 1996; Ord. 588 § 6, 1993; Ord. 410 § 7, 1981; Ord. 275 § 5, 1971; prior code § 45.20.030.]

16.12.040 Sale of real property or tidelands.

A. Disposition of Borough-Owned Real Property and Borough-Owned Tidelands. When an application is filed for the purchase of borough-owned real property or borough-owned tidelands or any interest therein, the following steps shall take place:

1. The person wishing to purchase the borough-owned real property or borough-owned tidelands shall submit a request in writing, to the borough clerk. The borough clerk shall submit the application to the planning and zoning commission and if borough-owned tidelands, to the port commission for comments in favor or against the sale at their next commission meeting.

The request shall state the purpose and proposed use of the requested borough-owned property or tidelands in detail including but not limited to maps and complete written narrative.

A nonrefundable application fee shall be paid to the borough at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule.

The assembly shall, by resolution, establish fees and rates for the encroachment permit fees. A public hearing shall be required on the resolution that establishes such fees and rates.

2. After the report(s) have been received by the borough clerk from the planning and zoning commission or the port commission (if borough-owned tidelands), the borough clerk shall place the request for purchase on an upcoming regular borough assembly agenda, as a public hearing item, for the assembly to approve moving forward with the sale. All property owners within 300 feet shall be notified by mail regarding the public hearing.

3. If the assembly approves moving forward with the sale, the clerk shall notify the applicant of the costs associated with the sale which include but are not limited to the survey (if required), appraisal, all public notices, and recording fees.

4. Once the applicant agrees to the costs associated with the sale, the clerk shall cause an appraisal of the interest to be disposed of to be made by a licensed appraiser, who shall submit a report, which will include his or her estimate of the market value of the interest.

5. If the borough-owned property or borough-owned tidelands require a survey, the applicant shall be responsible for obtaining that survey. If a survey is required, the appraisal shall take place after the survey. Both the survey and the appraisal costs shall be the responsibility of the applicant.

6. Once the appraisal report has submitted, if the subject interest has a value of \$1,000,000 or less, the borough clerk will cause a notice of the proposed land or tidelands sale to be published for three consecutive weeks before final action of the borough assembly to approve or reject the sale, by resolution. The publication shall be published in the newspaper at least three times, with the final publication at least one week prior to the final action on the application. The notice shall identify the applicant and the location of the proposed sale. The notice shall state that anyone wishing to protest the sale must file a written protest with the borough clerk not later than a date identified in the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this subsection shall constitute a waiver of any right to purchase or use the location and shall waive any right to contest the awarding of the sale.

7. No sooner than one week after the date set for receipt of protests, the borough manager shall submit to the borough assembly a report and recommendation on each timely protest received by the borough. Following the

required public notice period for the sale of land or tidelands, the assembly shall approve or reject the sale by resolution. Any protests received and the final report from the borough manager shall be included in the agenda item for the assembly, along with the appraisal report.

B. Terms. Upon final approval by the borough assembly by resolution, payment in full must be paid within 20 days in the form of a certified or cashier's check, cash or by electronic funds transfer (EFT). Payment due includes the appraised fair market value plus the survey cost, assessment, all public notices, and recording fees.

C. Fund Disposition. All funds received from tidelands sales shall be deposited into the City and Borough of Wrangell's permanent fund. [Ord. 1053 § 4, 2024; Ord. 1028 § 2, 2022.]

16.12.050 Landlocked tidelands.

Those portions of borough-owned tidelands which have been filled and are now landlocked with no access to navigable waters shall be treated as all other uplands owned by the borough and disposed of in the manner provided in Chapter 16.12 WMC for borough-owned real property. [Ord. 677 § 4, 2000.]

16.12.060 Restriction on sale of tidelands and sufficiency of proof.

No sale of tidelands shall occur except upon public hearing as per WMC 16.12.040(A)(2). At the public hearing, the applicant must clearly demonstrate the benefits of sale of the subject tidelands tract that could not be realized by the borough through leasing; a determination by the assembly adverse to the applicant may not be appealed unless clearly erroneous. An applicant for purchase of tidelands must conclusively demonstrate the outright sale of the nominated tidelands tract, as contrasted with the lease of such tract, is in the borough's best interest. The borough reserves the right to refuse sale of any tidelands tracts, regardless of sufficiency of proof. [Ord. 1028 § 3, 2022; Ord. 677 § 4, 2000.]

16.12.070 Preference rights of upland owners and tidelands lessees.

A. Uplands owner abutting tide and submerged lands for which a sale application is submitted, whether submitted by the uplands owner or a third party, shall be entitled to a preference right in the form of the right to meet or exceed the highest bid or offer tendered by another person for the purchase of abutting tide or submerged lands. No additional notice other than that already required by this title shall be required of the applicant. Furthermore, failure to exercise this preference right at or before the time of sale shall result in the forfeiture of said preference right.

B. The lessees of an existing and current tidelands lease shall be entitled to a preference right in the form of the right to meet or exceed the highest bid or offer tendered by another person for the purchase of the tidelands leased by said lessee. The tidelands lessees' preference shall be superior to that preference granted to uplands owners in subsection (A) of this section. No additional notice, other than that already required by this title, shall be required of the applicant. Furthermore, failure to exercise this preference at or before the time of sale shall result in the forfeiture of said preference right. [Ord. 677 § 4, 2000.]

16.12.075 Additional requirements.

The borough assembly may provide such additional and necessary requirements as they find necessary to carry out the specific and unique terms of each such sale and as may from time to time be necessary and not inconsistent with this chapter. [Ord. 677 § 4, 2000.]

16.12.080 Exchange or trade of borough real property or tidelands.

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

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

B. The value of the borough-owned real property, or tidelands or interest therein, is equal to the value of the real property, tidelands or interest therein, to be exchanged; or, if the value of the borough-owned real property, tidelands

or interest therein is different from the value of the real property, or tidelands or interest therein, to be exchanged, the difference is made up in money.

C. The borough assembly determines by resolution that the borough-owned property or tidelands or interest therein is no longer needed for municipal purposes and that the exchange of properties or tidelands or interests therein is in the public interest. [Ord. 677 § 4, 2000.]

16.12.090 Effective date of resolution.

A resolution providing for the disposition of property shall become effective upon adoption by the assembly. The borough attorney shall prepare a deed or other appropriate instrument of conveyance to be executed by the mayor and clerk, subject to any deed of trust securing installment payments of the purchase price and other obligations to the borough. [Ord. 750 § 4, 2004; Ord. 677 § 4, 2000; Ord. 618 § 5, 1996; Ord. 410 § 8, 1981; Ord. 312 § 5, 1974; prior code § 45.20.050.]

16.12.100 Ratification by election – Procedure.

Repealed by Ord. 800. [Ord. 746 § 5, 2004; Ord. 677 § 4, 2000; Ord. 645 § 5, 1998; Ord. 588 § 7, 1993; Ord. 410 § 9, 1981; prior code § 45.20.060.]

16.12.105 Over-the-counter sales.

A. Lots or parcels of land offered for sale pursuant to WMC 16.12.030 for which no responsive bids are received may, upon resolution of the assembly, be offered for over-the-counter sale upon such terms and conditions as provided in WMC 16.12.040(C) and (D).

B. The resolution shall specify the date and hour on which over-the-counter sales shall commence and an expiration date.

C. Such lots shall be offered by the borough clerk over the counter at City Hall on a first-come, first-served basis and be sold for the minimum bid value (appraised valuation).

D. The purchases shall be ratified by a resolution of the assembly, and conveyed as provided for in WMC 16.12.090. [Ord. 750 § 4, 2004; Ord. 677 § 4, 2000; Ord. 618 § 6, 1996; Ord. 337 § 5, 1975; prior code § 45.20.080.]

16.12.115 Ratification of prior conveyances.

Previous installment sales of borough property made before April 1, 2004, where the property was conveyed by a deed subject to a deed of trust securing payment of the purchase price are hereby ratified and approved. [Ord. 750 § 4, 2004.]

16.12.120 Construction as condition of sale – Generally.

The assembly or its agents may require the construction of certain improvements within a specified period of time as a condition to the conveyance of any borough-owned real property by sale or other disposition. Whenever the contract of sale and/or instrument of conveyance recites “construction” or “construction conditions” or similar language, or if the notice of sale pertaining or relating to the subject property recites the aforementioned terminology or similar language pertaining to construction requirements, all of the provisions of this section and WMC 16.12.090 through 16.12.130 shall be applicable thereto and become incorporated by reference in the transaction as if fully set forth. [Ord. 677 § 4, 2000; Ord. 618 § 8, 1996; Ord. 281 § 5, 1973; prior code § 45.20.070(a).]

16.12.130 Construction as condition of sale – Term during which construction must begin.

Real property sold or otherwise disposed of by the borough with the stipulation that construction shall be undertaken or otherwise subject to construction requirements or construction as a condition subsequent to vesting shall mean that construction shall occur within two years from the date of sale. The date of sale for the purposes of this section shall mean the effective date of the resolution authorizing the conveyance of the subject property, lease agreement, or other agreement evidencing the conveyance. [Ord. 677 § 4, 2000; Ord. 618 § 9, 1996; Ord. 281 § 5, 1973; prior code § 45.20.070(b).]

16.12.140 Construction as condition of sale – Construction completion terms.

A. “Construction,” within the meaning of WMC 16.12.080 through 16.12.130, shall require 80 percent completion of a residential or commercial structure. “Eighty percent completed” is intended to imply greater progress than mere substantial completion.

B. Standards for minimum acceptable completion shall include the following in compliance with WMC Title 18.

1. Earthwork site preparation;
2. Foundation completion;
3. Structural completion of the building, including all exterior walls and the completed roof;
4. Installation and connection of electrical, water and sewer utilities;
5. Installation of all plumbing, including internal fixtures;
6. Installation of all electrical wiring completed through the point of installing boxes and connections thereto from the primary power source; and
7. Installation of all insulation materials.

C. Completion shall not require installation of the following:

1. Finished flooring;
2. Dry wall, sheet rock, or other interior wall board or ceiling material;
3. Installation of internal lighting fixtures, switches, outlets and box covers;
4. Interior walls or partitions not containing plumbing or electrical wiring;
5. Paint;
6. Drain gutters; or
7. Finished landscaping. [Ord. 677 § 4, 2000; Ord. 281 § 5, 1973; prior code § 45.20.070(c).]

16.12.150 Construction as condition of sale – Construction completion terms for industrial development.

A. “Construction,” within the meaning of WMC 16.12.080 through 16.12.130, for industrial development shall require development consistent with WMC Title 20, and shall be substantially complete within two years after the date of sale.

B. Within 60 days after the date of sale, purchaser of the subject property shall present a written development plan to the planning and zoning commission for approval. At a minimum, the development plan shall include a description of the construction planned and a time schedule for its completion. The commission shall forward the plan, with its recommendations, to the borough assembly for approval within 30 days after receipt from the purchaser. If the plan is not approved by the assembly, the assembly shall prepare and deliver a written statement to the purchaser explaining their reasons for disapproving the plan. The purchaser shall be required to submit a revised plan to the assembly within 30 days. If the revised plan is not approved by the assembly, the sale shall be considered in default.

C. After approval of the purchaser’s development plan by the borough assembly, the purchaser shall have the remainder of the two-year period after date of sale to make the improvements indicated by the approved plan.

D. Notwithstanding any other provisions of this section, an enclosed building will be required as part of any development plan submitted by the purchaser for approval. The building and all other development features shall comply with WMC Titles 15 and 18. [Ord. 677 § 4, 2000; Ord. 515 § 4, 1987.]

16.12.160 Construction as condition of sale – Extension of construction period.

A. Upon the written request of the purchaser, the borough assembly may extend the time for construction completion for good cause shown by the purchaser. The purchaser shall submit written evidence of good cause to the assembly. The purchaser may request an extension on or before 30 days before the construction completion date. The assembly shall prepare a written decision within 30 days of the purchaser's request for extension, and a copy of such decision shall be provided to the purchaser.

B. Extensions of time for construction completion of industrial development will be granted if the borough has prevented compliance by not meeting those elements of the development plan required to be performed by the borough.

C. In the event of assignment or subsequent conveyance by the initial purchaser or lessee, the original completion requirements shall remain in effect and be binding upon the subsequent grantee or lessee. [Ord. 677 § 4, 2000; Ord. 515 § 5, 1987.]

16.12.170 Construction as condition of sale – Default provision.

In the event of the acquiring party's failure to strictly comply with the completion requirements set forth in this chapter, the following default provisions shall apply:

A. In the event there has been no foundation or site of preparation work, the contract shall terminate and the real property or interest therein shall revert to the borough. The borough may require that the defaulting party or parties execute a quitclaim deed to the borough conveying all of their interest in the subject property to the borough. The borough shall refund to the defaulting party or parties the amounts paid toward the purchase of the subject property except the greater of 25 percent of the total purchase price of \$500.00, whichever is greater, which shall be retained by the borough as liquidated damages. In the event of a lease, the borough shall retain all sums paid to the date of default as liquidated damages.

B. In the event of default after completion of substantial earthwork and site preparation but before installation of a foundation, the contract shall terminate and the real property shall revert to the borough. The borough may require the defaulting party or parties to execute a quitclaim deed conveying all of their interest in the subject property to the borough. The borough shall refund 25 percent of the total purchase price to the defaulting party or parties and retain all other amounts paid to that date as liquidated damages. In the event of default under a lease, the borough shall retain all rental amounts theretofore paid the borough as liquidated damages.

C. In the event of default after the foundation is substantially complete, whether the foundation is of piling, poured concrete or other recognized and acceptable foundation material, the defaulting party shall have the option of removing the foundation and restoring the lot to its original condition within 30 days and relinquishing all of his right, title, and interest therein by quitclaim conveyance to the borough and be refunded 50 percent of the total purchase price, or to retain the real property and pay the borough liquidated damages for breach of conditions in the amount of the original lot purchase price within 30 days after default; and, in the event of failure to timely make such remittance, the real property and all improvements thereon shall revert to the borough which shall also retain all amounts theretofore paid for the purchase of said property as liquidated damages. A lessee in default shall have the option of terminating the lease and relinquishing the real property and all improvements thereon to the borough and forfeiting all rental payments theretofore paid as liquidated damages, or may retain the property and continue the lease and pay the borough the amount of \$2,000 in liquidated damages within 30 days after the default. [Ord. 677 § 4, 2000; Ord. 515 § 6, 1987; Ord. 281 § 5, 1973; prior code § 45.20.070(e).]

16.12.180 Construction as condition of sale – Inspection and report authority – Appeals.

A. The borough building inspector shall have the duty of inspecting all properties subject to the construction conditions. The inspection will be made on or before the date constituting expiration of the term for construction completion, except that the purchaser may request earlier inspection. The building inspector shall inspect within 30 days of written request by the purchaser.

B. The purpose of the inspection is to determine whether or not there has been compliance with the construction requirements according to the standards contained in this chapter.

C. The building inspector shall report his findings to the planning and zoning commission. The commission shall immediately review the findings and prepare a written report of their compliance determination and submit it promptly to the borough manager who shall take whatever action is appropriate in the circumstances. The commission shall also mail or otherwise forward a copy of the report to the purchaser or lessee of the subject property.

D. An aggrieved party wishing to challenge or controvert the determination of the planning and zoning commission may appeal to the borough assembly by giving and delivering written notice of appeal to the borough manager or borough clerk within five days after receipt of notice of the commission's determination. Thereafter, the assembly shall conduct a hearing on the appeal at a special or regular meeting of the assembly within 10 days after receipt of notice of appeal. The assembly may enter its findings at the hearing or may take the matter under advisement and thereafter collectively inspect the subject property, disregarding any work on the building occurring between their inspection and that of the planning and zoning commission, and shall enter its decision within two days after the hearing without necessity for formal reconvention at special or regular meeting. [Ord. 677 § 4, 2000; Ord. 515 § 7, 1987.]

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1080 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 6.13, FREE FLOATING SHARED MICROMOBILITY PROGRAMS, TO TITLE 6, BUSINESS TAXES, LICENSES, AND REGULATIONS, OF THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Jackson Pool, Finance Director
Gene Meek, Police Chief
Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

	FY25 \$XXX
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Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

	\$XXX
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Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. ORD 1080.

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

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

RECOMMENDATION MOTION:

Move to Approve Ordinance 1080.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

Purpose & Scope

This chapter establishes a **permit program** for Free Floating Shared Micromobility Programs (e.g., e-bikes and e-scooters) to enhance **mobility, access, and commerce** while ensuring **public health and safety** in Wrangell.

Key Definitions

- **Micromobility devices** include e-bikes, scooters, and e-scooters not requiring registration with the DMV.
- **Permittee** is any person or company authorized to operate a micromobility program.
- **Free Floating** means devices are available for pickup and drop-off without fixed docking stations.

Permit Requirements

- A **permit is required** annually for operations between **May 1 – September 30**.
- Applicants must submit detailed plans, pay fees, provide insurance (\$500,000 minimum), and meet maintenance and safety standards.
- Permits are **non-transferable** and may be denied or revoked for safety or compliance violations.

CBW Responsibilities and Liability

- The City and Borough of Wrangell (CBW) assumes **no liability** for permitted programs.
- Permittees must **indemnify** and **hold CBW harmless** and are responsible for user education on safety and legal compliance.

Parking and Impoundment

- Devices must be **parked upright on hard surfaces**, not blocking pedestrian or vehicle traffic, ADA access, or key infrastructure.
- Improperly parked devices must be removed by the permittee **within 2–10 hours** depending on the time and day.
- CBW may **impound devices** not removed in time and charge applicable fees.

Duration & Revocation

- Permits are valid for up to **one year**, with renewal allowed for compliant operators.
- CBW may **revoke or deny permits** for misrepresentation, safety risks, or failure to follow code requirements.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1080

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 6.13, FREE FLOATING SHARED MICROMOBILITY PROGRAMS, TO TITLE 6, BUSINESS TAXES, LICENSES, AND REGULATIONS, 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 in ~~striketrough~~ are to be deleted.]

SEC. 1. Action. The purpose of this ordinance is to add a new Chapter 6.13, Free Floating Shared Micromobility Programs, to Title 6, Business Taxes, Licenses, and Regulations, of the Wrangell Municipal Code.

SEC. 2. New Chapter. A new Chapter 6.13, Free Floating Micromobility Programs, is added to Title 6, Free Floating Shared Micromobility Programs, of the Wrangell Municipal Code to read:

FREE FLOATING SHARED MICROMOBILITY PROGRAMS

Sections:

<u>6.13.010</u>	<u>Purpose</u>
<u>6.12.020</u>	<u>Scope</u>
<u>6.13.030</u>	<u>Definitions</u>
<u>6.13.040</u>	<u>Permit Required</u>
<u>6.13.050</u>	<u>Application</u>
<u>6.13.060</u>	<u>Permit Application Procedures, Fees, and Requirements.</u>
<u>6.13.070</u>	<u>Limitations on Borough Liability and Permit Conditions</u>
<u>6.13.080</u>	<u>Grounds for Revocation, Suspension, Reduction, or Denial</u>
<u>6.13.090</u>	<u>Duration of Permits Issued</u>
<u>6.13.100</u>	<u>Removal or Impoundment of Micromobility Devices</u>

6.13.010 Purpose.

Consistent with the Borough's goals of enhancing mobility, access, and commerce, this Chapter creates a permit program to facilitate micromobility devices offered for public use. The purpose

of a permit is to ensure the protection of public health and safety, including the safety of the public traveling by foot, bicycle, or vehicle on public sidewalks, streets, and other public rights-of-way.

6.13.020 Scope.

This Chapter sets forth policies, standards, requirements, and procedures applicable to Free Floating Shared Micromobility Programs permitted pursuant to this Chapter.

6.13.030 Definitions.

“CBW” means the City and Borough of Wrangell.

“Electric power-assisted bicycle” or “E-bike” means a device having two (2) tandem wheels or two (2) parallel wheels and one (1) forward wheel, any two of which are not less than twelve (12) inches in diameter, that is designed to be operated by human power with the assistance of an electric motor that has a power output of not more than seven hundred fifty (750) watts that: (i) is incapable of propelling the vehicle at a speed of more than twenty (20) miles per hour; and (ii) disengages or ceases to function when the vehicle's brakes are applied. An E-bike is not a motor vehicle for purposes of this Chapter.

“Electric power-assisted scooter” or “E-scooter” means a two (2) wheeled device that has handlebars, a floorboard that is designed to be stood upon when riding, and is powered by an electric motor that has a power output of not more than four hundred fifty (450) watts that: (i) is incapable of propelling the device at a speed of more than fifteen (15) miles per hour; and (ii) disengages or ceases to function when the device's brakes are applied. An E-scooter may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion.

“Micromobility device” means an E-bike, scooter, E-Scooter, or any part or any combination thereof made available for use by the public that is picked up from, left at, or returned to a location other than a fixed docking station or other secured facility for that micromobility device. Micromobility devices do not include vehicles that must be registered with the Alaska Department of Motor Vehicles, or mobility devices such as wheelchairs used by a person with a disability.

“Permittee” means a person or an entity that owns, manages, or operates a Free Floating Shared Micromobility Program that offers micromobility devices for use by the public.

“Free Floating Shared Micromobility Program” means a system of self-service bicycles, E-bikes, scooters, E-scooters, or any combination thereof for hire, operated by a Permittee which does not require either a bicycle rack, bicycle sharing station or other object.

“Permittee” means any person or entity that is granted a permit under this Chapter to deploy micromobility devices for hire or operate a Free Floating Shared Micromobility Program in the CBW.

6.13.040 Permit Required.

A. No person or entity shall deploy micromobility devices or operate a Free Floating Shared Micromobility Program in the CBW, except as authorized by a valid permit, issued pursuant to Wrangell Municipal Code 6.13.050.

B. Permits are required for each calendar year and are valid for operations from May 1st through September 30th.

6.13.050 Application.

A. Any person seeking to obtain a permit for the operation of a Free Floating Shared Micromobility Program shall complete an application and pay the CBW the fee that is listed on the approved fee and rate schedule.

B. The application shall contain, at a minimum, the following information:

1. The name and business address of each person or entity.
3. Information sufficient to show that the applicant is technically and legally qualified to operate and maintain a Free Floating Shared Micromobility Program.
4. A description of the proposed plan of operation, including, at a minimum, a detailed description of:
 - a. The applicant’s current operations in the CBW;
 - b. The applicant’s proposed operations in the CBW;
 - c. The applicant’s regulatory compliance program;
 - d. The applicant’s history of and ability to comply with state and local law;
 - e. The applicant’s plans to implement safety programs, including, for example, a program by which the applicant will receive information about and notify users of unlawful use of a micromobility device;
 - f. The applicant’s plans to educate users of micromobility devices about applicable Alaska Vehicle Code provisions and other applicable laws and regulations; and
 - g. The applicant’s plans to comply with applicable federal, state, and local data privacy laws and otherwise to protect the privacy of personal information provided by users.

C. Any person seeking to obtain a permit for the operation of a Free Floating Shared Micromobility Program shall provide credible evidence to the satisfaction of the Finance Director or his or her designee that all micromobility devices:

1. Are each labeled with a unique identification number to identify each separate micromobility device;

2. Are labeled with current contact information for the Free Floating Shared Micromobility Program;
3. Have a maintenance, cleaning, and repair schedule and plan; and
4. Have a mechanism by which customers can notify the Permittee to report safety and maintenance issues with a device or the service.

6.13.060 Permit Application Procedures, Fees, and Requirements.

A. Applications to deploy micromobility devices or operate a Free Floating Shared Micromobility Program in the CBW will be accepted by the Finance Director, or his or her designee, beginning January 1st of each calendar year, in such form as he or she may prescribe. Permits shall be issued on a first-come, first-served basis.

A non-refundable application fee shall be paid to the CBW at the time the application is submitted. The fee shall be listed on the approved fee and rate schedule. A public hearing shall be required on the resolution that establishes such fees and rates.

Upon issuance of the permit, the Permittee shall pay a permit fee to the CBW for each month or a fraction of the permit period applied for, payable on the first day of each month of the permit period. The fee shall be listed on the approved fee and rate schedule. A public hearing shall be required on the resolution that establishes such fees and rates

B. Each permittee must obtain at least five hundred thousand dollars (\$500,000) of public liability insurance, naming the CBW as an additional insured. Prior to deploying or beginning operation, a Permittee must provide the CBW with a broker's certificate of insurance including provisions for notification to the CBW if the policy is modified, cancelled or terminated.

C. Micromobility devices are subject to parking and traffic regulations applicable to all other vehicles.

D. Permits may not be assigned or transferred.

E. Permits may be denied or revoked by the Finance Director or, in the absence of the Finance Director, by the Borough Clerk for violation of this Chapter or upon the determination that the operation of the Permittee is causing a safety hazard or a significant disruption of pedestrian or vehicular traffic. The Permittee shall be given an opportunity to be heard by the Finance Director or in the absence of the Finance Director, by the Borough Clerk, before any denial or revocation. A person whose permit is denied or revoked by the Finance Director or in the absence of the Finance Director, by the Borough Clerk, may appeal to the Borough Manager, whose decision shall be final.

6.13.070 Limitations on Borough Liability and Permit Terms and Conditions.

To the fullest extent permitted by law, the CBW does not assume any liability whatsoever with respect to having issued a permit for the operation of a Free Floating Micromobility Program or otherwise authorizing the use or operation of any micromobility device. The CBW is not

responsible for educating customers and users on how to ride, safely operate, or use safety equipment, such as helmets. Permittees agree to educate customers and users on the applicable rules of the road and to instruct users to use helmets and otherwise comply with the applicable laws, rules and regulations. As a condition to the issuance of any permit for the operation of a Free Floating Shared Micromobility Program, the Permittee shall:

- A. Execute an agreement or agree to permit conditions, in a form approved by the Borough Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold harmless the CBW, and its officers, officials, employees, representatives, and agents from any and all claims, losses, damages, injuries, liabilities or losses, including but not limited to costs, expenses, and attorney's fees, arising, arisen, or to arise out of, or referring or relating in any way, to the issuance of or decision to approve a permit under this Chapter, the operation of a Free Floating Micromobility Program, the deployment of micromobility devices, the process used by the CBW in making its decision, or the alleged violation of any federal, state or local laws by the Permittee or any of its officers, managers, employees or agents.
- B. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time-to-time, as determined by the City and Borough of Wrangell's Finance Director or Borough Manager and name the CBW as additional insured and provide the CBW with a certificate of insurance evidencing the required coverage and identifying the CBW as an additional insured. If any insurance policy issued to the Permittee is cancelled for any reason, the permit issued under this Chapter is automatically suspended. To reinstate the permit, the Permittee shall provide a new certificate of insurance meeting the requirements of this Chapter to the CBW.

6.13.080 Grounds for Revocation, Suspension, Reduction, or Denial.

A Permittee's permit may be revoked, suspended, or denied, by the CBW upon any of the following grounds:

1. The Permittee, including its employees, managers, officers, principals, directors, owners, contractors, representatives, or agents:
 - a. Made one or more false or misleading statements, or material omissions on the permit application, or during the application process;
 - b. Failed to provide information requested or required by the CBW;
 - c. Operated or has proposed to operate in a manner that endangers public health or safety; or
 - d. Failed to comply with any requirement imposed by the provisions of this Code including any rule, regulation, condition or standard adopted pursuant to this Chapter, or any term or condition imposed on the permit, or any provision of Alaska law.

6.13.090 Duration of Permits Issued.

Permits issued pursuant to this Chapter shall be effective for up to one (1) year. A Permittee who

meets all requirements of this Chapter may apply for permit renewal.

6.13.100 Removal or Impoundment of Micromobility Devices.

A. All micromobility devices in a Free Floating Shared Micromobility Program shall be parked upright on hard surfaces in the pedestrian zone of the sidewalk, or at a public bicycle rack. In no case shall the placement of a micromobility device reduce the width of pedestrian zone to less than six (6) feet. The CBW may further designate, restrict, or prohibit areas by geo-fencing, marked parking boxes, or other methods.

B. No micromobility device in a Free Floating Shared Micromobility Program shall be parked or left unattended:

- a. So as to obstruct or impede pedestrian or vehicular traffic.
- b. On any CBW block without sidewalks.
- c. On street furniture such as benches and pay stations.
- d. In any vehicular travel lane or bike lane.
- e. In any parklets or sidewalk dining areas.
- f. In any area within or immediately adjacent to ADA accommodations, including but not limited to, curb ramps, railings, and signal bush buttons.
- g. In transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks.
- h. In loading zones.
- i. In on-street parking spaces, including accessible parking zones and associated loading zones.
- j. On curb ramps, and other ingress and egress curb cuts.
- k. In entryways and exits, including but not limited to, fire escapes, or any other building evacuation exit ways; or
- l. On driveways.

C. The CBW reserves the right to determine certain areas where micromobility device parking is designated, restricted, or prohibited.

D. Permittees shall inform customers on how to properly park micromobility devices.

E. Upon notification of a Permittee by the CBW that a micromobility device is improperly parked, the Permittee shall remove, relocate, or abate the device within two (2) hours of the notification during weekdays, 6a.m. to 6p.m., excluding holidays and within ten (10) hours receipt of notice at all other times. If a Permittee fails to remove, relocate, or abate the micromobility device within the applicable time allowed, the CBW may immediately remove and impound such device at the licensee's sole expense.

F. A Micromobility Device that is displayed, offered, or made available for rent, or abandoned, in the Public Right-of-Way or in a Public Area in violation of WMC 11.36.120 shall be subject to immediate impoundment or removal by the CBW.

G. The Borough Assembly shall adopt impound fees as set forth in the schedule of fees and charges established by resolution of the Borough Assembly which shall reflect the CBW's impound costs, storage fees, plus any additional costs incurred during the impoundment.

H. No person shall retrieve any impounded micromobility device except upon demonstrating proper proof of ownership of the device and payment of applicable impound fees.

I. A micromobility device seized for impoundment shall be held in the custody of the public safety department. Any micromobility device not claimed within 30 days of impound shall be considered abandoned and may be disposed of in accordance with Chapter 11.72 WMC.

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025.

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1081 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, OF THE WRANGELL MUNICIPAL CODE

<p><u>SUBMITTED BY:</u></p> <p>Gene Meek, Police Chief Kim Lane, Borough Clerk</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$XXX Total</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">FY 24: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY 25: \$</td> <td style="width: 33%; border-bottom: 1px solid black;">FY26: \$</td> </tr> <tr> <td style="height: 15px;"></td> <td></td> <td></td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">FY25 \$XXX</td> </tr> </table> <p>Account Number(s):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">XXXXXX XXX XXXX</td> </tr> </table> <p>Account Name(s):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">Enter Text Here</td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black;">\$XXX</td> </tr> </table>	FY 24: \$	FY 25: \$	FY26: \$					FY25 \$XXX		XXXXXX XXX XXXX		Enter Text Here		\$XXX
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<p><u>Reviews/Approvals/Recommendations</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: top;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; vertical-align: top;">Name(s)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; vertical-align: top;">Name(s)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; vertical-align: top;"><input checked="" type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Attorney</td> </tr> <tr> <td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td> <td style="border-bottom: 1px solid black;">Insurance</td> </tr> </table>	<input type="checkbox"/>		Name(s)		Name(s)		<input checked="" type="checkbox"/>	Attorney	<input type="checkbox"/>	Insurance
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ATTACHMENTS: 1. ORD 1081.

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

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

RECOMMENDATION MOTION:
Move to Approve Ordinance 1081.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

Purpose & Scope

This chapter establishes regulations for the **operation, equipment, parking, and enforcement of micromobility devices** (e-bikes and e-scooters) within the City and Borough of Wrangell (CBW).

Licensing & Age Requirement

- Operators must be **at least 14 years old** and have a valid **driver's license or learner's permit**.
- Use must comply with any conditions of that license or permit.

Prohibited Areas

Micromobility devices are **not allowed** in certain public spaces, including:

- Schools, parks, playgrounds, trails, sidewalks, docks, golf courses, cemeteries, and more—**unless written permission is obtained** from the City and Borough of Wrangell (CBW).

Safety Requirements

- **Helmets are mandatory** for anyone under 18.
- Devices must be equipped with **lights, reflectors, brakes, a bell, a kickstand**, and an **owner label with contact info**.

Speed Limits

- Maximum of **10 mph in downtown** (City Dock to Inner Harbor).
- Up to **15 mph elsewhere**, unless otherwise posted.

Traffic & Parking

- Operators must **follow traffic laws** as motor vehicle drivers do, where applicable.
- Devices must be parked **without obstructing** pedestrians, traffic, or property.

Usage Limits

- **Only one rider** is allowed per e-scooter.
- Devices deemed unsafe or in violation of the law may be **impounded** as a public nuisance.

Parental & Owner Responsibility

- **Parents/guardians** can be held liable for allowing minors to violate this chapter.
 - **Device owners** must not allow operation by anyone likely to violate the law.
-

Impoundment & Penalties

- Violations may lead to **finest up to \$500**, and **immediate impoundment** of the device.
- Devices not claimed within **30 days** may be deemed abandoned.
- **Impound fees** start at \$150 plus \$10/day for storage.
- Owners may contest impoundment in a **hearing before the Borough Manager**.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1081

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, 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 in ~~striketrough~~ are to be deleted.]

SEC. 1. Action. The purpose of this ordinance is to add a new Chapter 11.36, Micromobility Devices, to Title 11, Vehicles and Traffic, of the Wrangell Municipal Code.

SEC. 2. New Chapter. A new Chapter 11.36, Micromobility Devices, is hereby added to Title 11, Vehicles and Traffic, in the Wrangell Municipal Code as follows:

MICROMOBILITY DEVICES

Sections:

<u>11.36.010</u>	<u>Definitions.</u>
<u>11.36.020</u>	<u>Operators are required to be licensed.</u>
<u>11.36.030</u>	<u>Prohibited areas of operation.</u>
<u>11.36.040</u>	<u>Helmet required.</u>
<u>11.36.050</u>	<u>Required equipment.</u>
<u>11.36.060</u>	<u>Speed limits.</u>
<u>11.36.070</u>	<u>Failure to stop at the direction of a peace officer.</u>
<u>11.36.080</u>	<u>Traffic laws.</u>
<u>11.36.090</u>	<u>Parking.</u>
<u>11.36.100</u>	<u>E-scooters</u>
<u>11.36.110</u>	<u>Public nuisance and impoundment.</u>
<u>11.36.120</u>	<u>Parental responsibility.</u>
<u>11.36.130</u>	<u>Owner responsibility.</u>
<u>11.36.140</u>	<u>Penalty for violation and impoundment.</u>

11.36.010 **Definitions.**

“CBW” means the City and Borough of Wrangell, Alaska.

“City Dock,” also known as the Cruise Ship Dock, is a t-shaped dock located at the north end of downtown adjacent to the Stikine Inn. The dock face is four hundred five (405) feet with a breast pier head of five hundred sixty-five (565) feet and an additional stern mooring dolphin two hundred twenty-five (225) feet off the northeast end of the dock.

“Electric power-assisted bicycle” or “E-bike” means a device having two (2) tandem wheels or two (2) parallel wheels and one (1) forward wheel, any two of which are not less than twelve (12) inches in diameter, that is designed to be operated by human power with the assistance of an electric motor that has a power output of not more than seven hundred fifty (750) watts that: (i) is incapable of propelling the device at a speed of more than twenty (20) miles per hour; and (ii) disengages or ceases to function when the device's brakes are applied.

“Electric power-assisted scooter” or “E-scooter” means a two (2) wheeled device that has handlebars, a floorboard that is designed to be stood upon when riding, and is powered by an electric motor that has a power output of not more than four hundred (450) watts that: (i) is incapable of propelling the device at a speed of more than fifteen (15) miles per hour; and (ii) disengages or ceases to function when the device's brakes are applied. An E-scooter may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion.

“Micromobility device” means an E-bike, E-Scooter, or any part or any combination thereof. Micromobility devices do not include vehicles that must be registered with the Alaska Department of Motor Vehicles, or mobility devices such as wheelchairs used by a person with a disability.

“Inner Harbor” is the narrow, shallow passage on the east side of Chief Shakes Island. The Inner Harbor has reserved moorage stalls ranging from seventeen (17) feet to thirty-two (32) feet. It is one of the first floating docks in Wrangell and primarily serves commercial and pleasure vessels under forty (40) feet.

“Signal” means a hand motion, audible mechanical or electronic noise device, visual light device, or combination of them, used in a manner that a reasonable person would understand to mean that a peace officer intends that the person stop.

11.36.020 Operators are required to be licensed.

A. No person shall drive or operate a micromobility device on any roadway owned or maintained by the CBW unless he or she is at least fourteen (14) years of age and has a valid driver's license or learner's permit in his or her possession.

B. No person shall drive or operate a micromobility device in violation of any condition or limitation of the person's driver's license or learner's permit.

11.36.030 Prohibited areas of operation.

No person shall operate a micromobility device on any of the following CBW public properties

without the prior written permission of the CBW:

1. School grounds; and
2. Shooting range; and
3. Parks and playgrounds; and
4. Recreation areas; and
5. Walking/hiking trails; and
6. Sidewalks; and
7. Harbor floats, piers, fingers, docks, and ramps; and
8. Golf course; and
9. Cemeteries.

11.36.040 Helmet required.

It is unlawful for any person under eighteen (18) years of age to operate or drive a micromobility device on any roadway owned or maintained by the CBW, unless that person wears a certified protective helmet that is properly fitted, that is properly fastened, and that meets safety standards set by the Federal Motor Vehicle Safety Standard 218. This requirement also applies to any minor who rides in a restraining seat, trailer, backpack, or similar child restraining device, used by someone driving or operating a micromobility device. A certified protective helmet is a helmet containing a manufacturer certification stating that it meets the standards of the Federal Motor Vehicle Safety Standard 218.

11.36.050 Required equipment.

No person shall operate a micromobility device on any roadway owned or maintained by the CBW without the following equipment:

1. At least one light on the front, capable of emitting white light visible from a distance of at least five hundred (500) feet in front of the device under normal atmosphere conditions;
2. A taillight which displays a red light visible five hundred (500) feet to the rear of the device;
3. Brakes capable of causing the device to stop within twenty-five (25) feet at ten (10) miles per hour on dry, level, clean pavement;

4. Reflectors on the front and rear of the device so that the device is visible during inclement weather or darkness;
5. A bell or other audible warning device capable of being heard at a distance of at least one hundred (100) feet away;
6. A kickstand; and
7. A label that identifies the owner of the device and his or her contact information, including but not limited to phone number.

11.36.060 Speed Limits.

A. No person shall operate or drive a micromobility device at more than (ten) 10 miles per hour in the downtown area between the City Dock and the Inner Harbor.

B. Unless otherwise posted, no person shall drive or operate a micromobility device at more than fifteen (15) miles per hour on any other roadway owned or maintained by the CBW.

11.36.070 Failure to stop at the direction of a peace officer.

No person, while operating or driving a micromobility device shall fail to stop as soon as practical and in a reasonably safe manner under the circumstances when requested or signaled to do so by a peace officer.

11.36.080 Traffic laws.

The operator of a micromobility device has the same rights and is subject to the same responsibilities applicable to motor vehicle operators under the laws of the state of Alaska and the Wrangell Municipal Code, except where provisions of those laws and ordinances by their very nature can have no application to a micromobility device.

11.36.090 Parking.

Micromobility devices shall not be parked in such a manner as to obstruct or impede the movement of pedestrians or motor vehicles or to cause damage to buildings, structures, trees, scrubs, or other living plants.

11.36.100 E-scooters.

No E-scooter shall be used to carry more than one (1) person at a time.

11.36.110 Public nuisance and impoundment.

A. The purposes of this section include protecting the public, removing public nuisances, and deterring violations of this Chapter, but does not include the generation of revenue for the CBW.

B. A micromobility device operated or modified in a manner that violates the Wrangell Municipal Code or Alaska state law is hereby declared a public nuisance.

C. A micromobility device that is a public nuisance may be impounded immediately by a police officer. Impoundment may be accomplished through a seizure of the micromobility device at the time the citation is issued, or pursuant to a court order. Impoundment at the time of issuance of a citation is at the discretion of the citing police officer.

D. A micromobility device operated by, or driven by, or in the actual physical control of, an individual cited for violation of this Chapter is presumed to have been so operated by the owner(s) thereof or having been operated by another person with the knowledge and consent of the owner(s). A micromobility device that is declared to be a public nuisance for which the owner(s) holds legal responsibility.

E. The owner(s) of a micromobility device may obtain the release of the device upon providing proof of ownership and payment of a \$150 impound fee with an additional \$10 per day storage fee plus any additional costs incurred during the impoundment.

F. A micromobility device that is declared to be a public nuisance shall be held in the custody of the public safety department. Any micromobility device not claimed within thirty (30) days of impoundment shall be considered abandoned and may be disposed of in accordance with WMC Section 11.72.

G. A person contesting the impoundment of a micromobility device may be heard and decided by the Borough Manager or his or her designee. Hearings before the Borough Manager or his or her designee shall take place no less than three (3) days, and no more than thirty (30) days, after a request is made. At the hearing, a person who claims an ownership interest in a micromobility device may avoid impoundment if he or she establishes by a preponderance of the evidence that:

1. The claimant had an interest in the micromobility device at the time of the alleged citation or court order;

2. A person other than the claimant was in possession of the micromobility device and was responsible for or caused the act(s) which resulted in impoundment; and

(3) That the micromobility device was used without his or her permission.

11.36.120 Parental responsibility.

A parent or guardian of a minor violates this Chapter if he or she knowingly permits, or by insufficient control, allows his or her child or ward to drive or operate a micromobility device in violation of this Chapter. Indifference as to the activities or whereabouts of a minor or ward shall be prima facie evidence of insufficient control.

11.36.130 Owner responsibility.

No person who owns or controls a micromobility device shall permit a person to drive or operate the device if he or she knows or should reasonably know that it is likely to be driven or operated in violation of this Chapter.

11.36.140 Penalty for violation and impoundment.

Any person violating any provision of this Chapter is guilty of an infraction and shall be punished by the fine established in the WMC 1.20.050 fine schedule if the offense is listed in that fine schedule or by a fine of up to \$500.00 if the offense is not listed in the WMC 1.20.050 fine schedule.

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025.

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1082 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OF-FENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Gene Meek, Police Chief
Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

FY25 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. ORD 1082.

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

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

RECOMMENDATION MOTION:

Move to Approve Ordinance 1082.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

The purpose of this Ordinance is to incorporate micromobility violations into the Wrangell Municipal Code's fine schedule, an amendment to Section 1.20.050 is necessary. This section currently outlines fines for various infractions. By adding specific entries for micromobility-related offenses, enforcement becomes clearer and more consistent.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1082

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE
SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, IN 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 the Minor Offense Fine Schedule in Section 1.20.050 of Chapter 1.20, General Penalty, of the Wrangell Municipal Code to add to the fine schedule the code sections relating to violations of Chapter 14.09 – Use of Port and Harbor Dumpsters.

SEC. 2. Amendment. Section 1.20.050 of the Wrangell Municipal Code is amended to read:

1.20.050 Minor Offense Fine Schedule.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the police department. If an offense is not listed on a fine schedule, the defendant must appear in court to answer the charges. The Alaska Court System's Rules of Minor Offense Procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below.

The fine amounts listed below are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010(b).

An offense listed in this schedule may not be disposed of without court appearance if the offense is in connection with a motor vehicle accident that results in the death of a person.

Section	Offense	Penalty/Fine
...		

<u>11.36.040</u>	<u>Helmets required</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.050</u>	<u>Required equipment</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.060</u>	<u>Speed limits</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.070</u>	<u>Failure to stop at the direction of a peace officer</u>	<u>\$250.00 fine for each offense</u>
<u>11.36.080</u>	<u>Traffic laws</u>	<u>\$150.00 fine for each offense</u>
<u>11.36.090</u>	<u>Parking</u>	<u>\$50.00 fine for each offense</u>
<u>11.36.100</u>	<u>E-scooters</u>	<u>\$100.00 fine for each offense</u>
<u>11.36.120</u>	<u>Parental responsibility</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.130</u>	<u>Owner responsibility</u>	<u>\$100.00 fine for each offense</u>
<u>11.36.140</u>	<u>Penalty for violation and impoundment</u>	<u>\$150.00 + \$10.00 per day storage fee</u>
<u>11.65.050</u>	<u>Prohibited Conduct</u>	<u>\$250.00 fine for each offense</u>
<u>11.65.090</u>	<u>Removal or Impoundment of Devices</u>	<u>\$150.00 + \$10.00 per day storage fee</u>
<u>11.70.060</u>	<u>Penalty for violation and impoundment</u>	<u>\$150.00 + \$10.00 per day storage fee</u>
...		

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1083 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS OF CHAPTER 5.08 TO INCREASE THE SALES TAX EXEMPTION CAP TO \$5,000 FOR GOODS AND SERVICES, ESTABLISH A \$50,000 EXEMPTION CAP FOR MARINE SERVICE CENTER SERVICES, AND APPLY SALES TAX TO ALL CRUISE VESSEL SALES OCCURRING THE WITHIN BOROUGH BOUNDARIES, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

Amount Budgeted:

Account Number(s):

Account Name(s):

Unencumbered Balance(s) (prior to expenditure):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1) ORD 1083. 2) Exhibit A – MSC Analysis 3) Exhibit B – Cruise Ship Tax Analysis

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

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

RECOMMENDATION MOTION:
Move to Approve Ordinance 1083.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

This ordinance adds the definition for Borough Boundaries, amends the sales tax cap from \$3,000 to \$5,000 for a single job.

Also added is a sales tax cap in the Wrangell Marine Service Center of \$50,000.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1083

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SEVERAL SECTIONS OF CHAPTER 5.08 TO INCREASE THE SALES TAX EXEMPTION CAP TO \$5,000 FOR GOODS AND SERVICES, ESTABLISH A \$50,000 EXEMPTION CAP FOR MARINE SERVICE CENTER SERVICES, AND APPLY SALES TAX TO ALL CRUISE VESSEL SALES OCCURRING WITHIN THE BOROUGH BOUNDARIES, IN THE WRANGELL MUNICIPAL CODE

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are in ~~strike through~~ are to be deleted.]

SEC. 1. Action. The purpose of this ordinance is to amend sections 5.08.005 – Definitions; 5.08.010 – Levy of tax; and 5.08.050 – Exemptions from tax, to (1) increase the exemption cap on taxable sales of goods and services from \$3,000 to \$5,000, (2) establish a \$50,000 exemption cap for services performed at the Marine Service Center, and (3) apply sales tax to all sales occurring on board cruise vessels within the boundaries of the City and Borough of Wrangell.

SEC. 2. Amendment. Section 5.08.005 – Definitions; Section 5.08.010 – Levy of Tax; and Section 5.08.050 – Exemptions from tax, are hereby amended in the Wrangell Municipal Code as follows:

5.08.005 Definitions.

For the purposes of this chapter, the following words and phrases have the meanings hereinafter respectively ascribed to them:

...

A. “Borough boundaries” means all lands, tidelands, submerged lands, and waterways lying within three nautical miles the legal boundaries of the land of the City and Borough of Wrangell.

AB. “Buyer or consumer” means, without limitation, every individual, receiver, assignee, trustee in bankruptcy, trust estate, member, firm, partnership, joint venture, club, company, business, trust, corporation, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

BC. “Common carrier” is a person or entity that holds itself out to the general public as

providing transportation of goods for compensation and regularly issues bills of lading or other receipts for the carriage of goods.

ED. “Finance director” means the borough finance director, or any other borough employee designated by the borough manager to perform the functions and duties of the finance director as described in the municipal code.

E. “Marine Service Center” means the repair services and upland storage areas owned by the City and Borough of Wrangell, with a physical address of 525 Front Street, Wrangell, Alaska, situated along Wrangell Harbor, adjacent to Front Street, containing a total area of 443,005 square feet (10.17 acres), more or less, including, but not limited to, a 150-ton and a 300-ton mobile boat lift, a hydraulic trailer, a wash down area, upland storage, dock facilities, vessel haul out areas and supporting infrastructure necessary for marine operations.

DF. “Resale” means to sell again and is limited to goods which are resold per se or are physically present in a final product which is sold and is subject to tax at the time of final sale. Resale sales are not made to the final consumer.

EG. “Resale of services” means sales of intermediate services to a business where the charge for which will be passed directly by that business to a specific buyer.

FH. “Retail sale” means any sale of goods or services, including barter, credit, installment and conditional sales, for any purpose other than resale in the regular course of business. The delivery of property in the borough is considered subject to sales tax if the retailer maintains any office, distribution or sales house within the borough, conducts online sales of goods and services for items deliverable to buyers or consumers within the borough, or solicits business or accepts orders through any agent, salesman, member or representative within the borough.

GI. “Sale of services” means the sale of services, which includes parts and labor, for a specific job or task. Sales tax shall be computed on the invoice for the total job or task, said invoice period not to exceed thirty (30) days.

HJ. “Sales price” means and includes the consideration, whether money, credit, rights or other property expressed in terms of money paid or delivered by a buyer to a seller, all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, discounts, delivery costs, federal and state taxes, or any other expenses whatsoever paid or accrued, and without any deduction on account of losses.

IK. “Sales tax” means and includes the tax levied in this chapter on gross revenues derived from all taxable commercial retail sales or services, said revenues being computed in dollars and cents and the tax payable by the seller or the person performing the services.

IL. “Seller” means any person or entity making a retail sale to a buyer or consumer, whether as agent, broker or principal, any person or entity performing services for remuneration, or a purchasing cooperative. Notwithstanding any other provision of this chapter, arrangements

made with another person or agent, including, but not limited to, a travel agent, cruise ship business, broker or other representative, regardless of the location of the travel agent, cruise ship business, broker or other representative, by a provider of services, rentals or goods, to market such services, rentals or goods (including travel and adventure services), to provide such services, rentals, or goods to another person, or the transfer to the buyer of the right or privilege to receive such services, rentals or goods, is a taxable sale by such provider, not a sale for resale, and such provider is a seller for the purposes of this chapter.

KM. “Services” includes all services of every manner and description provided in whole or part within the borough, including travel and adventure services and delivery services, that are performed or furnished for consideration whether in conjunction with the sale of goods or not, but does not include services rendered by an employee to an employer.

LN. “Single-purchase sale” means a sale by a single purchase or invoice, which may consist of one or more items but which are purchased at the same time and there is a single invoice representing that sale. A single-purchase sale includes a sale of items by contract, bid, quote or other lump sum amount only if the sale is based on and computed as a single bid, quote, sum, or package price rather than as an accumulated sum or aggregation for prices of separate identifiable items, separable prices, or items purchased at different times.

MO. “Travel and adventure services” includes, but is not limited to, tours and charters on land and water, guide services, admissions, lectures, transportation services (excluding air transportation), and the rental of lodging, aircraft, vehicles, watercraft, and equipment, including fishing, boating, camping and other tour or adventure related goods. Travel and adventure services also include sales of goods incidental or related to such services. Regardless of the location of any marketing, brokering, packaging, resale, assignment, or other arrangement and regardless of the beginning or ending of any other related services, the point of delivery of a travel and adventure service is within the borough if the ultimate consumer of the travel and adventure service receives any such service which begins or occurs within the corporate limits of the City and Borough of Wrangell.

NP. Tax on Noncash Considerations. When sales, rentals of property, or services are made, paid, performed or furnished for other than cash, the price shall be computed in dollars and cents on the reasonable value of the items sold, paid, performed or delivered.

QQ. Rent and Services Defined. The term “rent,” as used in this chapter, includes rent of both real and personal property and the term “services” includes furnishing of labor and materials for accomplishing a specified result when the resulting object or product is not for resale by the purchaser in the ordinary course of business.

5.08.010 Levy of Tax

A consumer sales tax is assessed and levied on all retail sales, on all rents, and on all services made, paid or performed within ~~the~~ borough **boundaries** in the regular course of business, and on goods and services of sales conducted online which are deliverable to buyers or consumers located within the borough, on and after the first day of the first calendar quarter following the

effective date of the ordinance codified in this chapter, except such sales as are exempted under this chapter, to be collected and used for the purposes stated in this chapter.

5.08.050 Exemptions from tax.

...

M. That part of a sale of goods over ~~\$3,000~~\$5,000 when all items in a single-purchase sale are added together, and that part of a sale of services over ~~\$3,000~~\$5,000 for a single job or task. Invoices for sales of services shall be computed monthly or less for tax purposes;

1. Notwithstanding the general exemption cap in this subsection, the exemption cap for sales of services provided at the City and Borough of Wrangell Marine Service Center shall be \$50,000. The \$50,000 exemption shall apply to services rendered directly in connection with marine haul-outs, vessel repair, shipwright work, and associated marine trades conducted on premises leased or managed by the Marine Service Center

...

~~Y. Sales of goods where the entire transaction, both payment and delivery, takes place on board a cruise ship. For purposes of this exemption, a "cruise ship" has the same meaning as set forth in subsection (X) of this section.~~

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025.

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

MSC Percentage of Single Purchase Sales Exceeding \$3000

	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	AVERAGE
Superior Marine	63%	65%	82%	62%	72%	83%	87%	90%	76%
Jenkins Welding	85%	43%	0%	66%	46%	70%	36%	0%	43%
Keller Marine Repair	39%	63%	61%	81%	72%	71%	46%	62%	62%
Trotsky & Thorson Vessel Const.	97%	88%	85%	59%	0%	90%	76%	68%	70%
Wrangell Boatshop LLC	74%	82%	75%	94%	88%	82%	89%	88%	84%
Wrangell Machine Shop	0%	78%	69%	74%	0%	55%	74%	44%	49%
TOTAL									64%

Cruise Ship Sales Tax Analysis @ 7% Sales Tax

MONTH	DATE	DAY	SHIP	ARRIVAL	DEPARTURE	PAX CAPACITY	Assuming Average Pax Spending of \$10 On Ship	Assuming Average Pax Spending of \$20 On Ship	Assuming Average Pax Spending of \$30 On Ship	Assuming Average Pax Spending of \$40 On Ship	Assuming Average Pax Spending of \$50 On Ship
MAY	8	THURS	ROALD AMUNDSEN	09:00	18:00	530	\$ 371.00	\$ 742.00	\$ 1,113.00	\$ 1,484.00	\$ 1,855.00
	15	THURS	NIEUW AMSTERDAM	08:00	19:00	2100	\$ 1,470.00	\$ 2,940.00	\$ 4,410.00	\$ 5,880.00	\$ 7,350.00
	16 -17	FRI - SAT	AMERICAN CONSTITUTION	12:00	12:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	18 - 19	SUN - MON	AMERICAN CONSTELLATION	12:00	12:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	19	MON	GRAND PRINCESS	07:00	15:00	2600	\$ 1,820.00	\$ 3,640.00	\$ 5,460.00	\$ 7,280.00	\$ 9,100.00
	21	WED	BARANOF DREAM	07:30	16:00	49	\$ 34.30	\$ 68.60	\$ 102.90	\$ 137.20	\$ 171.50
	21	WED	NG SEA BIRD	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	22	THURS	ALASKAN DREAM	07:30	15:00	40	\$ 28.00	\$ 56.00	\$ 84.00	\$ 112.00	\$ 140.00
	25	SUN	NG SEA BIRD	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	25	SUN	ROALD AMUNDSEN	08:00	18:00	530	\$ 371.00	\$ 742.00	\$ 1,113.00	\$ 1,484.00	\$ 1,855.00
	25	SUN	SEABOURN QUEST	10:00	19:00	450	\$ 315.00	\$ 630.00	\$ 945.00	\$ 1,260.00	\$ 1,575.00
	27	TUES	ALASKAN DREAM	07:30	15:00	40	\$ 28.00	\$ 56.00	\$ 84.00	\$ 112.00	\$ 140.00
	27	TUES	SILVER MOON	07:00	14:00	623	\$ 436.10	\$ 872.20	\$ 1,308.30	\$ 1,744.40	\$ 2,180.50
	28	WED	VIKING VENUS	08:00	19:00	930	\$ 651.00	\$ 1,302.00	\$ 1,953.00	\$ 2,604.00	\$ 3,255.00
	28-29	WED-THURS	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	30	FRI	NG SEA LION	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	30	FRI	SEVEN SEAS EXPLORER	12:00	19:00	750	\$ 525.00	\$ 1,050.00	\$ 1,575.00	\$ 2,100.00	\$ 2,625.00
	30-31	FRI-SAT	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
JUNE	1	SUN	BARANOF DREAM	07:30	16:00	49	\$ 34.30	\$ 68.60	\$ 102.90	\$ 137.20	\$ 171.50
	1	SUN	ROALD AMUNDSEN	09:00	18:00	530	\$ 371.00	\$ 742.00	\$ 1,113.00	\$ 1,484.00	\$ 1,855.00
	2	MON	RIVIERA	07:00	17:00	1250	\$ 875.00	\$ 1,750.00	\$ 2,625.00	\$ 3,500.00	\$ 4,375.00
	3	TUES	NG SEA LION	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	3	TUES	VIKING VENUS	08:00	16:00	930	\$ 651.00	\$ 1,302.00	\$ 1,953.00	\$ 2,604.00	\$ 3,255.00
	4-5	WED-THURS	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	5	THURS	ALASKAN DREAM	07:30	15:00	40	\$ 28.00	\$ 56.00	\$ 84.00	\$ 112.00	\$ 140.00
	5-6	FRI-SAT	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	6	FRI	BARANOF DREAM	07:30	16:00	49	\$ 34.30	\$ 68.60	\$ 102.90	\$ 137.20	\$ 171.50
	8	SUN	SEABOURN QUEST	08:00	18:00	450	\$ 315.00	\$ 630.00	\$ 945.00	\$ 1,260.00	\$ 1,575.00
	9	MON	VIKING ORION	08:00	17:00	930	\$ 651.00	\$ 1,302.00	\$ 1,953.00	\$ 2,604.00	\$ 3,255.00
	10	TUES	NG SEA BIRD	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	13-14	FRI-SAT	AMERICAN CONSTELLATION	09:30	04:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	14-15	SAT-SUN	AMERICAN CONSTITUTION	12:00	18:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	14	SAT	NG SEA BIRD	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	15	SUN	ALASKAN DREAM	07:30	16:30	40	\$ 28.00	\$ 56.00	\$ 84.00	\$ 112.00	\$ 140.00
	17	TUES	BARANOF DREAM	07:30	16:00	49	\$ 34.30	\$ 68.60	\$ 102.90	\$ 137.20	\$ 171.50
	18	WED	ROALD AMUNDSEN	09:00	18:00	530	\$ 371.00	\$ 742.00	\$ 1,113.00	\$ 1,484.00	\$ 1,855.00
	19	THURS	NG SEA LION	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	22	SUN	BARANOF DREAM	07:30	16:00	49	\$ 34.30	\$ 68.60	\$ 102.90	\$ 137.20	\$ 171.50
	22	SUN	RUBY PRINCESS	07:00	17:00	3082	\$ 2,157.40	\$ 4,314.80	\$ 6,472.20	\$ 8,629.60	\$ 10,787.00
	22	SUN	SEABOURN QUEST	09:00	18:00	450	\$ 315.00	\$ 630.00	\$ 945.00	\$ 1,260.00	\$ 1,575.00
	23	MON	NG SEA LION	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
	23	MON	RIVIERA	07:00	17:00	1250	\$ 875.00	\$ 1,750.00	\$ 2,625.00	\$ 3,500.00	\$ 4,375.00
	23-24	MON-TUES	AMERICAN CONSTELLATION	12:00	12:30 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	24	TUES	ALASKAN DREAM	07:30	15:00	40	\$ 28.00	\$ 56.00	\$ 84.00	\$ 112.00	\$ 140.00
	24-25	TUES-WED	AMERICAN CONSTITUTION	13:00	18:00 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	25	WED	ROALD AMUNDSEN	09:00	18:00	530	\$ 371.00	\$ 742.00	\$ 1,113.00	\$ 1,484.00	\$ 1,855.00
	29	SUN	VIKING ORION	08:00	16:00	930	\$ 651.00	\$ 1,302.00	\$ 1,953.00	\$ 2,604.00	\$ 3,255.00
	30	MON	NG SEA BIRD	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00
JULY	3	THURS	ALASKAN DREAM	07:30	15:00	40	\$ 28.00	\$ 56.00	\$ 84.00	\$ 112.00	\$ 140.00
	3	THURS	WESTERDAM	08:00	17:00	1848	\$ 1,293.60	\$ 2,587.20	\$ 3,880.80	\$ 5,174.40	\$ 6,468.00
	3-4	THURS-FRI	AMERICAN CONSTELLATION	12:00	12:30 ⁺¹	170	\$ 119.00	\$ 238.00	\$ 357.00	\$ 476.00	\$ 595.00
	4	FRI	NG SEA BIRD	07:00	15:00	60	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00

	4	FRI	RIVIERA	09:00	19:00	1250	\$	875.00	\$	1,750.00	\$	2,625.00	\$	3,500.00	\$	4,375.00
	4-5	FRI-SAT	AMERICAN CONSTITUTION	13:00	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	5	SAT	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	5	SAT	VILLA VIE ODYSSEY	06:30	17:00	650	\$	455.00	\$	910.00	\$	1,365.00	\$	1,820.00	\$	2,275.00
	6	SUN	SEABOURN QUEST	08:00	18:00	450	\$	315.00	\$	630.00	\$	945.00	\$	1,260.00	\$	1,575.00
	10	THURS	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	11-12	FRI-SAT	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	13	SUN	VIKING VENUS	08:00	16:00	930	\$	651.00	\$	1,302.00	\$	1,953.00	\$	2,604.00	\$	3,255.00
	13-14	SUN-MON	AMERICAN CONSTELLATION	12:00	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	17	THURS	ALASKAN DREAM	07:30	15:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	18-19	FRI-SAT	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	20	SUN	NG SEA BIRD	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	20-21	SUN-MON	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	21	MON	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	21	MON	ROALD AMUNDSEN	10:00	17:00	530	\$	371.00	\$	742.00	\$	1,113.00	\$	1,484.00	\$	1,855.00
	22	TUES	ALASKAN DREAM	07:30	15:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	24	THURS	NG SEA BIRD	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	25	FRI	RIVIERA	07:00	17:00	1250	\$	875.00	\$	1,750.00	\$	2,625.00	\$	3,500.00	\$	4,375.00
	25	FRI	HANSEATIC INSPIRATION	08:00	20:00	230	\$	161.00	\$	322.00	\$	483.00	\$	644.00	\$	805.00
	25-26	FRI-SAT	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	26	SAT	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	27	SUN	ROALD AMUNDSEN	09:00	18:00	530	\$	371.00	\$	742.00	\$	1,113.00	\$	1,484.00	\$	1,855.00
	27-28	SUN-MON	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	29	TUES	NG SEA LION	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	31	THURS	ALASKAN DREAM	07:30	15:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	31	THURS	HANSEATIC INSPIRATION	06:00	17:00	230	\$	161.00	\$	322.00	\$	483.00	\$	644.00	\$	805.00
AUGUST	1-2	FRI-SAT	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	2	SAT	NG SEA LION	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	3	SUN	SEABOURN QUEST	08:00	18:00	450	\$	315.00	\$	630.00	\$	945.00	\$	1,260.00	\$	1,575.00
	5	TUES	ALASKAN DREAM	07:30	15:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	6	SAT	BARANOF DREAM	07:30	15:30	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	6-7	WED-THURS	AMERICAN CONSTELLATION	12:00	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	8-9	FRI-SAT	AMERICAN CONSTITUTION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	9	SAT	NG SEA BIRD	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	11	MON	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	13	WED	NG SEA BIRD	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	14	THURS	ALASKAN DREAM	07:30	15:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	15	FRI	RIVIERA	07:00	17:00	1250	\$	875.00	\$	1,750.00	\$	2,625.00	\$	3,500.00	\$	4,375.00
	15-16	FRI-SAT	AMERICAN CONSTITUTION	09:30	04:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	16-17	SAT-SUN	AMERICAN CONSTELLATION	12:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	17	SUN	SEABOURN QUEST	08:00	18:00	450	\$	315.00	\$	630.00	\$	945.00	\$	1,260.00	\$	1,575.00
	18	MON	NG SEA LION	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	22	FRI	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	22	FRI	NG SEA LION	07:00	15:00	60	\$	42.00	\$	84.00	\$	126.00	\$	168.00	\$	210.00
	23-24	SAT-SUN	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	24	SUN	ALASKAN DREAM	07:30	16:30	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	25	MON	RIVIERA	07:00	17:00	1250	\$	875.00	\$	1,750.00	\$	2,625.00	\$	3,500.00	\$	4,375.00
	25-26	MON-TUES	AMERICAN CONSTITUTION	12:00	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	27	WED	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	30-31	SAT-SUN	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	31	SUN	SEABOURN QUEST	08:00	18:00	450	\$	315.00	\$	630.00	\$	945.00	\$	1,260.00	\$	1,575.00
SEPTEMBE	2	TUES	ALASKAN DREAM	07:30	16:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	4-5	THURS-FRI	AMERICAN CONSTITUTION	12:00	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	5	FRI	RIVIERA	07:00	17:00	1250	\$	875.00	\$	1,750.00	\$	2,625.00	\$	3,500.00	\$	4,375.00
	6-7	SAT-SUN	AMERICAN CONSTELLATION	21:30	18:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	7	SUN	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	11	THURS	ALASKAN DREAM	08:00	13:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	11	THURS	VIKING VENUS	10:00	18:00	930	\$	651.00	\$	1,302.00	\$	1,953.00	\$	2,604.00	\$	3,255.00

	12	FRI	BARANOF DREAM	07:30	16:00	49	\$	34.30	\$	68.60	\$	102.90	\$	137.20	\$	171.50
	13-14	SAT-SUN	AMERICAN CONSTITUTION	08:30	08:00 ⁺¹	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	14	SUN	SEABOURN QUEST	08:00	18:00	450	\$	315.00	\$	630.00	\$	945.00	\$	1,260.00	\$	1,575.00
	14	SUN	AMERICAN CONSTELLATION	08:00	18:00	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
	21	SUN	ALASKAN DREAM	08:00	09:00	40	\$	28.00	\$	56.00	\$	84.00	\$	112.00	\$	140.00
	22	MON	NANSEN	10:00	17:00	530	\$	371.00	\$	742.00	\$	1,113.00	\$	1,484.00	\$	1,855.00
	22-23	Mon-Tues	AMERICAN CONSTELLATION	8:30	08:00 +1	170	\$	119.00	\$	238.00	\$	357.00	\$	476.00	\$	595.00
PAX TOTAL 41968							\$	29,377.60	\$	58,755.20	\$	88,132.80	\$	117,510.40	\$	146,888.00

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

ORDINANCE No. 1085 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.10.055 – DUTY TO TIMELY SUBMIT INVOICES FOLLOWING FISCAL YEAR END, TO CHAPTER 5.10 PURCHASES AND SALES, IN THE WRANGELL MUNICIPAL CODE

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$XXX Total</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Amount Budgeted:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table> <p>Account Number(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table> <p>Account Name(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"></td> <td style="width: 90%; height: 20px;"></td> </tr> </table>											

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

ATTACHMENTS: 1. ORD 1085.

RECOMMENDATION MOTION:

Move to Approve First Reading of Ordinance No. 1085 and move to a Second Reading with a Public Hearing to be held on May 27, 2025.

SUMMARY STATEMENT:

Ordinance No. 1085 adds Section 5.10.055 to Chapter 5.10 of the Wrangell Municipal Code to establish a formal deadline for submitting invoices following the close of the Borough's fiscal year. Specifically, the ordinance:

1. **Requires all invoices** for goods delivered or services performed on or before June 30th to be submitted to the Borough within **90 calendar days** (by September 28th);
2. **Allows limited exceptions** for late invoices only when justified by good cause and approved in writing by the Borough Manager or their designee;
3. **Applies to all vendors, contractors, and service providers**, unless otherwise governed by contract, grant terms, or applicable law;
4. **Authorizes the Borough to enforce stricter deadlines** within individual agreements or procurement documents as needed.

Purpose and Benefits:

This ordinance improves the Borough's fiscal accountability and budgeting accuracy by ensuring that prior-year expenses are identified and recorded in a timely manner. It reduces the risk of late financial surprises, strengthens year-end financial reporting, and enhances Wrangell's ability to comply with audit standards and manage public funds responsibly. Establishing a clear and enforceable invoice submission deadline also sets consistent expectations for vendors and helps prevent delays in closing out the Borough's fiscal year.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1085

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.10.055 – DUTY TO TIMELY SUBMIT INVOICES FOLLOWING FISCAL YEAR END, TO CHAPTER 5.10 PURCHASES AND SALES, IN THE WRANGELL MUNICIPAL CODE

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

SEC. 1. Action. The purpose of this ordinance is to add Section 5.10.055 – Duty to timely submit invoices following fiscal year-end, requiring vendors and contractors to submit invoices from the prior fiscal year within 90-days after June 30th.

SEC. 2. New code. Section 5.10.055 – Duty to timely submit invoices following fiscal year-end, is hereby added to the Wrangell Municipal Code as follows:

Chapter 5.10
PURCHASES AND SALES

Sections:

...
5.10.055 Duty to timely submit invoices following fiscal year-end

...

5.10.055 – Duty to timely submit invoices following fiscal year-end

A. All invoices, bills, or claims for goods delivered, services rendered, or other chargeable activities occurring on or before June 30th of any fiscal year must be received by the Borough no later than ninety (90) calendar days after June 30th.

B. Invoices or claims submitted after the ninety-day deadline may be denied payment unless the delay is justified and approved in writing by the Borough Manager or their designee, based on a showing of good cause. For the purposes of this section, “good cause” shall mean circumstances that were unforeseeable and beyond the reasonable control of the vendor, contractor, or service provider, such as documented natural disasters, significant medical emergencies, or verified administrative errors by the Borough. Lack of awareness of the deadline or internal delays within the submitting party’s organization shall not constitute good cause.

C. This provision applies to all vendors, contractors, and service providers doing business with the Borough, unless otherwise governed by contract, grant agreement, or state or federal law.

D. Nothing in this section shall preclude the Borough from establishing stricter submission timelines in procurement documents or individual agreements.

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025.

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of a Purchase for a 2025 CAT 308 Excavator for Public Works in the amount of \$165,785

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required:

Fiscal Year: 2025	Amount: \$165,785
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Amount Budgeted:

FY:	\$
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Account Number(s):

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

Account Name(s):

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

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: Sourcewell Quote

RECOMMENDATION MOTION:

Move to Approve purchasing a 2025 CAT 308 Excavator for the Public Works Department in the amount of \$165,785, specifically to increase capacity for road deconstruction/construction and maintenance.

SUMMARY STATEMENT:

Financial Justification

The proposed purchase of a Caterpillar 308 excavator for \$165,785 through the Sourcewell cooperative purchasing program is allowable under **Wrangell Municipal Code (WMC) §5.10.050(J)**. This section permits the Borough to contract with a vendor providing goods or services to another governmental unit (such as the State of Alaska or the United States) based on formal bids, as long as the Borough contract is on substantially the same terms. Sourcewell is a national cooperative purchasing organization that meets these criteria, having already conducted a formal competitive bidding process on behalf of public entities. Because of this, no separate Borough bidding process or sole-source justification is required. However, in accordance with WMC §5.10.030, Assembly approval is still required for purchases exceeding \$50,000, which this purchase does.

From a financial standpoint, the Borough is in a position to support this acquisition. Due to three full-time vacancies in Public Works maintenance positions for the majority of the current fiscal year, salary savings have created budgetary flexibility. Funds have been identified and are available within the General Fund for this capital expense without exceeding the FY25 budget as approved by the Assembly. This purchase represents a reinvestment in long-term operational efficiency and equipment capacity without impacting other programmed expenditures.

Operational Need and Strategic Value

The Streets Department currently relies on a 2004 Caterpillar 303.5 mini excavator as its primary excavation machine. While well-suited for small or confined projects, it is significantly undersized for many of the department's typical demands—such as large water or sewer main repairs, concrete removal, and rock handling. Repeated use beyond its intended capacity has accelerated wear, resulting in frequent maintenance (e.g., worn pins) and reduced operational efficiency. For instance, changing attachments from a bucket to a hydraulic hammer on a single machine can add 20 minutes per change, extending repair times—especially when the actual location of a main break is offset by 50–60 feet from the surface outflow point, as has occurred on St. Michael's Street.

Purchasing a Caterpillar 308 excavator would immediately expand the department's capabilities by enabling deeper digs, higher dump capacity (into 15-yard trucks), and eliminating the need for loader-assisted material transfers. It would also allow more efficient project phasing and resource allocation by using both the 303.5 and 308 simultaneously. Additional benefits include:

- **Remote diagnostics and technician access**, reducing the need for costly on-site service visits (estimated at \$8,000 each);
- **Five-year warranty**, reducing long-term repair risk;
- **Approximately 20% discount through Sourcewell**, resulting in a \$165,785 price on a machine valued near \$198,000;
- **Cost-effective investment** compared to used equipment (\$135,000–\$140,000 with no warranty, fewer features, and more wear).

By acquiring the 308, the Borough can increase in-house capacity for water, sewer, drainage, road, and electrical infrastructure work—reducing reliance on external contractors and increasing responsiveness. This aligns with Wrangell’s broader strategy of modernizing its public works fleet, improving service delivery, and maximizing staff efficiency.



Apr 29, 2025

CITY OF WRANGELL
PO BOX 531
WRANGELL, Alaska 99929-0531

Attention: Dave

One (1) New Caterpillar Model: 308 CRCB Excavator with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: 24A1621

SERIAL NUMBER: 0GG811445

YEAR: 2025

SMU: 4

STANDARD EQUIPMENT

POWERTRAIN

- CAT C3.3B diesel engine
ISO 9249/EEC 80/1270
Rated net power 55kW/72hp
Automatic engine idle
Automatic swing brake
- Automatic two speed travel
Fuel water separator with indicator
Radial seal air filter
Double element with warning indicator
Extended life coolant - 37C

UNDERCARRIAGE

- Greased and lubricated track
Hydraulic track adjusters
- Tie down eyes on track frame

HYDRAULICS

- Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand
- Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

- 60 ampere alternator
900 CCA maintenance free battery
Battery disconnect
Circuit breaker
Ignition key stop switch
- Signaling/warning horn
Work lights
- Cab, boom left, front right
- Courtesy safety light

OPERATOR ENVIRONMENT

- Sealed and pressurized cab
Ergonomic joysticks control levers
Adjustable wrist rests
Air conditioner/heater with defroster &
Automatic temp control
Seat hook
Color LCD monitor:
- Hydraulic lockout for all controls
LED interior light
Literature holder
Mirror rear view - Cab left
Molded footrests
Openable front windshield with assist &
integrated lower window

- Fuel level, coolant temp, & warning indicators
- Maintenance and machine monitoring
- Performance & machine adjustments
- Numeric security code
- Multiple languages
- Hour meter
- Ground level wakeup switch
- Jog dial control interface
- Cup holder

FLUIDS

Extended life coolant - 37C

OTHER STANDARD EQUIPMENT

- Accumulator, certification
- Caterpillar corporate "one key" system
- Door locks on cab door and external enclosure doors
- Lockable fuel cap
- Beacon Socket
- Ecology drain - engine
- Radial seal engine air filter, double element with restriction indicator
- Side by side engine & hydraulic oil cooler
- Hydraulic fluid temperature monitoring
- Joystick travel and steering mode
- Travel cruise control

- Rear window emergency exit
- Removable washable floor mat
- Retractable seat belt
- Seat, fabric, high back, suspension
- Travel control pedals with hand levers
- Utility space for mobile phone
- Front post mounted windshield wiper & washer
- Skylight
- Mounting bosses for front & top guard

Hydro advanced hydraulic oil

- High-definition hydraulics
 - load sensing/flow sharing
- Power on demand
- Rear reflectors
- Roll overprotective structure (ROPS) (ISO 12117-2)
- Product link elite lite (regulations apply)
- Auxiliary hydraulic lines:
 - 1-way and 2-way (combined function)
 - Auxiliary line quick disconnects
 - In cab adjustable auxiliary flow
 - Continuous flow

MACHINE SPECIFICATIONS

308 07A CR MHE DCA8E	637-9467	CAT KEY, WITH PASSCODE OPTION	522-6460
DRAIN, ECOLOGY	382-8757	COUNTERWEIGHT, EXTRA, 550LBS	525-6657
HEATER, WATER JACKET	415-2556	SOFTWARE, PROPORTIONAL CONTROL	557-1709
SEAT, AIR SUSP, FABRIC, HEATED	510-6070	SOFTWARE, STICK STEER CONTROL	557-1710
BELT, SEAT, 3" RETRACTABLE	510-6085	SOFTWARE, 2 WAY CONTROL	557-1711
ALARM, TRAVEL	511-6157	SOFTWARE, CODED START	557-1713
MONITOR NEXT GEN, ADVANCED, CR	511-6177	STD BLADE, STD U/C, TG W/PAD	562-3698
LIGHTS, LED	511-6217	STICK, LONG	563-2071
CAMERA, REAR VIEW	511-6235	LINKAGE, BUCKET W/ LIFTING EYE	568-1567
ELECTRICAL ARR, C3.3 HRC	511-6253	EOU HOUSE SWING COVER, 8T	605-3340
308 07A CR MINI EXCAVATOR	512-1401	LANE 3 ORDER	0P-9003
HYDRAULIC AR	512-1420	INTEGRATED RADIO V2	639-4467
UNDERCARRIAGE AR	512-1441	CAT COUPLER, PIN GRABBER, HYDR.D. LOCK, 7-9T	485-5302
CHASSIS AR	512-1513	COUPLER SN# 3071621-10	
LUBRICANT GP	544-2949	CAT BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
FILM GP-QR	624-4514	BUCKET SN# A424ABK20189	
BOOM, SWING	512-2573	PRODUCT LINK, CELLULAR PLE643	557-5123
LINES, BOOM	514-8055	ENG SN# 8RJ1599 MSO# ARWYC	
LINES, STICK	514-8067	Parts book & service shop manual	
LINES, QC, LNG STK, 3 LINE	516-1613	60 month 3,000 hours Premier warranty	
ENGINE, EPA TIER 4 FINAL	518-6184		
CONTROL, QC, 3 LINE	520-0778		

2025 CAT 308 EXCAVATOR SOURCEWELL CONTRACT LIST PRICE:	\$196,056.00
2025 SOURCEWELL CONTRACT #011723-CAT DISCOUNT CAT 308 EXCAVATOR– 20% OFF LIST PRICE	-\$39,211.20
SUBTOTAL	\$156,844.80
NON-CAT PRICE LIST ITEMS	
TRUCKING + BARGING TO AML WRANGELL DOCK:	\$4,476.00
BLUE STAR PROGRESSIVE LINK THUMB & 48" BLUE STAR CLEAN UP BUCKET	\$14,521.20
CAT 24 MONTH 2,000 HRS STANDARD & EXTENDED WARRANTY 60 MONTHS 3,000 HRS PREMIER	\$1,130.00
PDI & MACHINE GET READY INSTALL P/LINK THUMB	\$2,526.00
ADDITIONAL DEALER DISCOUNT	-\$13,713.00
SUB TOTAL	\$165,785.00

TOTAL FOB AML WRANGELL AML DOCK:	\$165,785.00
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CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 27, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1086 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.10.045 – CONTRACTOR AND PROFESSIONAL SERVICES PERFORMANCE EVALUATION AND DISQUALIFICATION, TO CHAPTER 5.10 PURCHASES AND SALES, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

Amount Budgeted:

Account Number(s):

Account Name(s):

Unencumbered Balance(s) (prior to expenditure):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. ORD 1086.

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

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

RECOMMENDATION MOTION:
Move to Approve Ordinance 1086.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

The proposed ordinance adds a new section to Chapter 5.10 of the Wrangell Municipal Code establishing a formal performance evaluation process for contractors and professional service providers involved in Borough-funded projects. The evaluation process would apply to capital improvements, major maintenance or rehabilitation projects, and projects requiring professional services such as engineering, surveying, or design.

The ordinance directs the Borough Manager or designee to complete a written After-Action Performance Evaluation following project closeout. These evaluations will assess contractor performance across a range of criteria, including schedule adherence, budget compliance, quality of work, responsiveness, and safety practices.

To promote accountability and maintain a qualified pool of vendors, the ordinance also authorizes the Assembly—by majority vote and following a public hearing—to disqualify providers from future consideration for a period of up to five (5) years based on documented patterns of substandard performance.

Importantly, the ordinance includes a provision that ensures compliance with state and federal funding requirements. If grant conditions or procurement rules for a project prohibit use of prior performance evaluations in the award decision process, the ordinance defers to those funding rules.

This ordinance provides the Borough with a fair and consistent framework for tracking vendor performance, protecting public resources, and ensuring high-quality work is delivered on future projects

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1086

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.10.045 – CONTRACTOR AND PROFESSIONAL SERVICES PERFORMANCE EVALUATION AND DISQUALIFICATION, TO CHAPTER 5.10 PURCHASES AND SALES, IN THE WRANGELL MUNICIPAL CODE

[The changes to the existing code are shown as follows: the words that are underlined are to be added and the words that are in ~~strike through~~ are to be deleted.]

SEC. 1. Action. The purpose of this ordinance is to add Section 5.10.045 – Contractor and professional services performance evaluation and disqualification, establishing a performance after action report to be completed for Borough projects and services received and allowing for disqualification of future bids based on performance history.

SEC. 2. New code. Section 5.10.045 – Contractor and professional services performance evaluation and disqualification, is hereby added to the Wrangell Municipal Code as follows:

5.10.045 – Contractor and professional services performance evaluation and disqualification

A. Performance evaluation requirement. For each capital improvement project, major maintenance project, major rehabilitation project, or any project requiring professional services—including but not limited to engineering, architecture, surveying, geotechnical, design, project management, and environmental services—the borough manager or their designee shall ensure completion of a written After-Action Performance Evaluation within sixty (60) days of project closeout or final payment.

B. Evaluation criteria. Each evaluation shall assess the provider’s performance, including but not limited to:

1. Adherence to project schedule and milestones
2. Compliance with budget and contract scope
3. Responsiveness to borough staff and project needs
4. Quality of workmanship and deliverables
5. Change order management and dispute resolution
6. Safety practices and regulatory compliance

C. Recordkeeping and use. All performance evaluations shall be retained in the borough’s procurement records and may be considered in future contract award decisions. Consistent

patterns of substandard performance, substantiated through evaluations, may serve as grounds for disqualification from competitive bidding or proposal processes.

D. Disqualification procedures. The following applies to bid disqualification:

1. A contractor or professional service provider may be disqualified from consideration for future borough work for a period not to exceed five (5) years if the assembly finds, based on substantial evidence in the evaluation record, that the provider:
 - a. Failed to perform in accordance with material contract terms;
 - b. Engaged in conduct causing significant delay or cost overruns; or
 - c. Delivered services or work of persistently deficient quality.
2. Disqualification may only occur by majority vote of the assembly following a public hearing at which the provider shall have an opportunity to respond to the proposed disqualification.

E. Effect of disqualification. Disqualification pursuant to this section may serve as justification for rejecting the lowest responsible bid or proposal, provided the action is documented and approved by the assembly prior to award.

F. Exceptions. Nothing in this section shall restrict the borough's ability to terminate contracts for cause under existing contract terms.

G. Superseding state or federal requirements. If a project is funded in whole or in part by state or federal funds, and the applicable grant or funding conditions require compliance with procurement rules that prohibit consideration of prior performance evaluations for disqualification purposes, then the provisions of this section shall not apply to that procurement to the extent they conflict with such funding requirements.

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025.

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of the Timber Appraisal Contract with O'Brien Forestree LLC

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

Fiscal Year:	Amount: \$XXXM
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Amount Budgeted:

FY:	\$
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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) Contract.

RECOMMENDATION MOTION:

Move to Approve the Timber Appraisal Contract with O'Brien Forestree LLC.

SUMMARY STATEMENT:

The *Timber Appraisal Services Agreement* between the City and Borough of Wrangell and O'Brien Forestree LLC formalizes a professional, on-call relationship for timber appraisal and related

forestry services that support the Borough's timber sales. By establishing a flexible engagement structure—covering unit boundary layout, timber cruising, valuation, sale documentation, and contract administration—this Agreement ensures that the Borough has access to qualified expertise to accurately assess, market, and execute timber sales in a manner consistent with professional standards and economic best practices.

This Agreement directly aligns with the goals of the Wrangell Timber Initiative, which seeks to revitalize the local timber industry through sustainable harvest, increased sale readiness, and expanded economic activity tied to value-added wood processing. By securing reliable appraisal services under a capped, performance-based fee structure, the Borough builds its internal capacity to advance timber sales, attract investment, and support long-term forest resource planning, while ensuring transparency, regulatory compliance, and fiscal accountability in the execution of its timber program.

Timber Appraisal Services Agreement

This Timber Appraisal Services Agreement (the “Agreement”) is entered into as of _____, 2025 (the “Effective Date”), by and between **City and Borough of Wrangell, Alaska** (the “Borough”) and **O’Brien ForesTree LLC**, an Alaska limited liability company (the “Appraiser”). The Borough and Appraiser may be referred to individually as a “Party” or collectively as the “Parties.”

Purpose: The Borough desires to engage the Appraiser to perform professional timber appraisal and related forestry services for Borough timber sales on an as-needed basis, and the Appraiser agrees to provide such services as an independent contractor, under the terms and conditions set forth in this Agreement.

1. Scope of Services

1. **Optional Service Components:** The Appraiser shall perform one or more of the following service components as requested by the Borough on a case-by-case basis, to support Borough timber sales (each an “Engagement”):
 - A. **Unit Boundary Layout:** Field identification and marking of timber sale unit boundaries (e.g., flagging harvest unit perimeters), compensated at a fixed rate of **\$0.25 per linear foot**, with linear footage to be mutually agreed upon prior to work commencement.
 - B. **Timber Cruise (Inventory):** On-the-ground sampling and measurement of timber within the sale area to estimate volumes and grades, compensated at a capped rate of **\$300 per plot**, assuming one plot per acre unless otherwise agreed.
 - C. **Timber Appraisal:** Analysis and valuation of timber based on cruise data, market conditions, and applicable appraisal methods, compensated at a mutually agreed-upon fixed percentage of the timber sale value.
 - D. **Timber Sale Report:** Preparation of a comprehensive report documenting cruise results, appraised values, and recommendations for the timber sale, compensated at a mutually agreed-upon fixed percentage of the timber sale value.
 - E. **Timber Sale Contract Development & Administration:** Assistance in drafting the timber sale contract and, if requested, administering or overseeing contract performance through the sale process, compensated at a mutually agreed-upon fixed percentage of the timber sale value.
2. **Engagement Letters:** Each Engagement for specific services shall be initiated by a written Engagement Letter issued by the Borough and agreed to (signed) by the Appraiser. The Engagement Letter will specify: (a) which service components are required; (b) specific deliverables for each selected service (e.g., maps, reports, appraisal documents, draft contracts); and (c) the performance schedule or period for completion. Each Engagement Letter, once executed by both Parties, shall be incorporated into this Agreement and govern the Parties' rights and obligations for that project. In the event of any conflict between this Agreement and an Engagement Letter, the terms of this Agreement shall control unless expressly stated otherwise in the Engagement Letter.

3. **Standard of Performance:** The Appraiser shall perform all services under this Agreement and any Engagement Letter professionally, competently, and in accordance with industry standards, laws, and regulations. The Appraiser shall maintain all necessary licenses and permits required for the services.

2. Term of Agreement

This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with this Agreement. The term may be extended or renewed only by a written amendment or new agreement signed by both Parties. This Agreement governs all Engagements commenced within the term; however, any specific Engagement in progress as of the expiration of the term may be completed under the terms of this Agreement, unless this Agreement is terminated sooner as provided below.

3. Compensation and Fee Cap

1. **Compensation Structure:** Compensation for services shall be determined and clearly stated in each Engagement Letter based on the following:
 - A. Unit Boundary Layout: \$0.25 per linear foot
 - B. Timber Cruise (Inventory): \$300 per plot (one plot per acre unless agreed otherwise)
 - C. Timber Appraisal, Timber Sale Report, Timber Sale Contract Development & Administration: mutually agreed fixed percentage of timber sale value.
2. **Cumulative Fee Cap:** Total compensation for all selected services combined shall not exceed fifteen percent (15%) of the timber sale's gross value. This cap applies cumulatively for all optional service components.
3. **Payment Terms:** The Appraiser shall submit invoices upon completion of deliverables or as specified for milestones in Engagement Letters. Invoices shall detail fee calculations based on agreed rates. Payments for undisputed invoices will be made within thirty (30) days of receipt. Interim billing methods, if required, will be detailed in Engagement Letters and reconciled upon determination of actual sale values, ensuring adherence to the 15% cap.
4. **No Additional Compensation:** Any additional or modified scope of work must be authorized in writing by the Borough, with compensation explicitly agreed upon beforehand, subject to the cumulative 15% cap unless otherwise expressly approved by the Borough in writing

4. Independent Contractor

It is expressly agreed that the Appraiser is acting as an independent contractor to the Borough in performing services under this Agreement. Nothing in this Agreement shall be interpreted as creating any form of employment, partnership, joint venture, or agency relationship between the Borough and the Appraiser. The Appraiser (including its employees and subcontractors, if any) is

not an employee or agent of the Borough and is not entitled to any Borough employment benefits or coverage. The Appraiser shall be solely responsible for all wages, benefits, and insurance for its employees (if any), and for all tax withholdings or payments required with respect to its compensation. The Appraiser has no authority to bind the Borough to any contract or obligation or to speak for or act on behalf of the Borough in any capacity other than as expressly authorized by this Agreement. The Appraiser shall supply all tools, equipment, and materials necessary to perform the services, and shall direct and control the work of its personnel. All persons employed or contracted by the Appraiser to perform any part of the services shall be under the Appraiser's exclusive direction and control.

5. Insurance Requirements

The specific insurance coverage requirements applicable to each Engagement will be detailed in the corresponding Engagement Letter. The Appraiser agrees to procure and maintain at its own expense all insurance coverages specified in the Engagement Letter with reputable insurers. Insurance requirements outlined in the Engagement Letter shall constitute material obligations under this Agreement. Failure by the Appraiser to maintain insurance coverage as specified may result in termination of this Agreement or withholding of payments at the Borough's discretion. Each Engagement Letter shall require the Appraiser to provide certificates of insurance evidencing coverage prior to commencement of services.

6. Indemnification

To the fullest extent permitted by law, the Appraiser shall indemnify, defend, and hold harmless the Borough, its elected and appointed officials, officers, employees, and volunteers (collectively, "Borough Indemnitees") from and against any and all claims, demands, suits, actions, damages, losses, or liabilities of any kind or nature, including reasonable attorney's fees and costs, arising out of or in connection with the Appraiser's performance of services under this Agreement, to the extent caused by the negligent acts, errors, or omissions or willful misconduct of the Appraiser, its employees, subcontractors, or agents. This indemnification obligation includes, but is not limited to, claims for personal injury (including death) or property damage caused by the Appraiser's operations. However, the Appraiser shall not be required to indemnify or hold harmless the Borough for that portion of any claim or liability resulting from the Borough's own negligence or willful misconduct.

In the event of any claim or suit to which this indemnity applies, the Borough shall promptly notify the Appraiser of the claim and, at the Borough's option, the Appraiser shall assume the defense of the claim with counsel reasonably acceptable to the Borough. If the Appraiser fails to timely accept the defense, the Borough may assume its own defense and the Appraiser will be responsible for all costs incurred by the Borough to defend and resolve the claim, including reasonable attorneys' fees. The obligations in this section survive completion of the services and termination or expiration of this Agreement.

7. Termination of Agreement

1. **Termination for Convenience (by Borough):** The Borough may terminate this Agreement, in whole or in part, at any time for any reason or no reason, by providing at least thirty (30) days' prior written notice to the Appraiser. Termination for convenience shall be without penalty to the Borough. In the event of such termination, the Borough shall pay the Appraiser for any services actually performed and satisfactorily completed up to the effective date of termination (subject to the 15% fee cap prorated as appropriate for the portion of work completed). The Appraiser shall submit a final invoice for services performed through the termination date, and the Borough shall pay any undisputed amount under the payment terms set forth above. The Borough shall not be liable for any other costs, damages, or anticipated profits on unperformed services resulting from a termination for convenience.
2. **Termination by Mutual Consent:** This Agreement (or any specific Engagement under it) may be terminated at any time by mutual written agreement of the Parties. If the Parties mutually agree to terminate an ongoing Engagement, they shall also agree on the extent to which the Appraiser is to be compensated for any partial work completed, consistent with the principles in Section 7(1) above.
3. **Termination for Cause:** Either Party may terminate this Agreement (or an individual Engagement) for cause if the other Party materially breaches any obligation under this Agreement and fails to cure such breach within ten (10) days after receiving written notice specifying the breach. If the breach is not capable of cure within 10 days, the breaching party shall commence cure within that time and diligently proceed to complete the cure within a reasonable period. If not cured, the non-breaching Party may terminate upon written notice at the end of the cure period. In the event of termination for the Appraiser's breach, the Borough may withhold any unpaid fees due to the Appraiser as an offset against the Borough's damages caused by the breach, and the Appraiser shall repay to the Borough, upon demand, any portion of fees previously paid that correspond to services not actually delivered or that were deficient as a result of the breach. In the event of termination for the Borough's breach (such as failure to pay), the Appraiser shall be entitled to payment for services performed up to the termination date (subject to the fee cap and any rights of setoff for damages).
4. **Obligations Upon Termination:** Upon termination of the Agreement or any Engagement, the Appraiser shall promptly cease performing services (to the extent directed in the termination notice) and deliver to the Borough all work product, reports, data, maps, calculations, or other Borough property or deliverables developed up to the termination date. The Appraiser shall cooperate in good faith with the Borough to ensure a smooth transition of the project and to mitigate any costs or damages arising from the termination. Termination of the Agreement shall not automatically terminate any Engagement Letter that has been fully performed by the Appraiser and not yet formally closed out; however, no new Engagements may be initiated after termination or expiration of this Agreement unless a new agreement is executed.
5. **No Waiver of Rights:** Termination of this Agreement shall not waive or prejudice any other right or remedy the Borough may have at law or in equity for any breach of the Appraiser's obligations. Similarly, termination by mutual consent or for the Borough's convenience will not prejudice the Appraiser's right to be paid for services properly rendered before the termination.

8. Dispute Resolution

The Parties agree to exercise good faith efforts to resolve any disputes that may arise under this Agreement. In the event of any dispute or claim between the Borough and the Appraiser concerning the interpretation or performance of this Agreement, the Parties shall first attempt to resolve the matter through informal discussions between senior representatives of each Party. If a dispute cannot be resolved through negotiation, the Parties may mutually agree to attempt mediation or another alternative dispute resolution process. If such efforts are not successful, then either Party may seek recourse through legal proceedings as provided in Section 9 (Governing Law and Venue).

Notwithstanding the foregoing, nothing in this section shall prevent either Party from seeking immediate injunctive or equitable relief from a court of competent jurisdiction if necessary to prevent imminent harm or to preserve legal rights. During the pendency of any dispute, the Appraiser shall continue to perform its obligations (if feasible) and the Borough shall continue to pay any undisputed amounts, unless it would be objectively unreasonable to do so under the circumstances.

9. Governing Law and Venue

This Agreement and all matters arising under it shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflict of laws principles. The Parties hereby agree that the Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall have exclusive jurisdiction and venue to adjudicate any legal action or proceeding arising out of or relating to this Agreement. Each Party consents to the personal jurisdiction of such court and waives any objection based on forum non conveniens or any argument that the venue is improper. If the First Judicial District court in Wrangell lacks subject matter jurisdiction (for example, if a federal question is involved), then the Parties agree to the jurisdiction of the United States District Court for the District of Alaska.

The prevailing party in any legal action or proceeding (if any) may be entitled to an award of its reasonable attorney's fees and costs, in accordance with applicable Alaska statutes or court rules. This provision shall survive expiration or termination of the Agreement.

10. Additional Provisions

1. **Independence of Borough Officials:** No officer, elected official, or employee of the Borough shall have any financial interest in this Agreement or receive any compensation from the Appraiser or this Agreement other than as an agent of the Borough. The Appraiser certifies that it has not and will not provide any unlawful gifts or inducements to any Borough official or employee in connection with securing or performing this Agreement.
2. **Assignment and Delegation:** The Appraiser shall not assign this Agreement or any of its rights, nor subcontract or delegate any of its duties under this Agreement, to any third party without the prior written consent of the Borough. Any attempted assignment, transfer, or delegation without such consent shall be null and void. The Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.

The Borough may freely assign its rights and obligations hereunder to any successor entity or agency of the Borough upon written notice to the Appraiser.

3. **Notices:** Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person, or 3 days after being sent by registered or certified mail, or upon confirmed delivery by a commercial courier service, to the respective addresses of the Parties as set forth below (or such other address as a Party may designate by notice to the other):

- **If to Borough:**

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

- **If to Appraiser:**

O'Brien ForestTree LLC
Attn: Austin O'Brien
P.O. Box 1541
Wrangell, AK 99929.

Notices may additionally be sent by email to the following addresses: mfvillarma@wrangell.com / obrienforestreelc@gmail.com, provided that a copy is also sent by one of the foregoing physical delivery methods. Notice of termination by the Borough under Section 7(1) must be delivered in a manner that provides proof of delivery (such as certified mail or courier with tracking).

4. **Entire Agreement and Amendments:** This Agreement, together with any Engagement Letters issued hereunder and any attachments or appendices, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior or contemporaneous agreements, proposals, negotiations, and communications (oral or written) between the Parties regarding the subject. In entering this Agreement, the Appraiser acknowledges it has had the opportunity to consult with counsel and is not relying on any representation not expressly stated in this Agreement. Amendments to this Agreement must be in writing and signed by authorized representatives of both Parties. No oral modification or waiver of any term shall be effective. The Parties agree that no Borough official or employee has authority to orally modify this Agreement or waive any of its terms.
5. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect, provided that the essential purposes of the Agreement are not nullified by such severance. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

6. **No Waiver:** The failure of either Party to enforce any term or condition of this Agreement on one or more occasions shall not constitute a waiver of the same or any other term of this Agreement, nor shall it preclude that Party from enforcing such term in the future. Any waiver of a term of this Agreement must be in writing and signed by the Party waiving the term.
7. **Independent Legal Advice:** Each Party has had the opportunity to seek independent legal counsel in reviewing and executing this Agreement. This Agreement shall be construed as drafted jointly by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.
8. **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted by facsimile or by electronically transmitted PDF or image file shall be valid and binding as original signatures.
9. **Authority to Sign:** Each person signing below on behalf of a Party represents and warrants that they have full legal authority to sign and bind the Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Timber Appraisal Services Agreement as of the Effective Date first written above.

City and Borough of Wrangell (“*Borough*”)

By: _____ (*Authorized Signature*)

Name: _____

Title: _____

Date: _____

O’Brien ForesTree LLC (“*Appraiser*”)

By: _____ (*Authorized Signature*)

Name: _____

Title: _____

Date: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of the City and Borough of Wrangell's Communications Plan

SUBMITTED BY:

Mason Villarma, Borough Manager
Kate Thomas, Economic Development Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

Fiscal Year:	Amount: \$XXXM
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Amount Budgeted:

FY:	\$
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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) Communications plan.

RECOMMENDATION MOTION:

Move to Approve the City and Borough of Wrangell's Communications Plan.

SUMMARY STATEMENT:

The City and Borough of Wrangell's 2024–2027 Communications Plan establishes a comprehensive framework to enhance internal and external communication across all Borough operations. This

plan represents the first unified communications strategy adopted by the Borough and outlines key goals, best practices, roles, and communication tools to improve transparency, promote public engagement, and ensure consistent messaging to stakeholders, residents, and partners.

The Communications Plan accomplishes the following:

- **Establishes a mission and vision** centered on clarity, consistency, and public accessibility of Borough information.
- **Defines organizational roles** including the Borough Manager (as official spokesperson), the Borough Clerk (as Public Information Officer), and the Economic Development Department's Marketing and Community Development Coordinator (as Communications Manager), with responsibilities tailored to coordination, compliance, and public messaging.
- **Standardizes communication practices** across all Borough departments to ensure a consistent voice, presentation, and professionalism in public messaging, digital content, emergency alerts, and media relations.
- **Strengthens community engagement** by expanding public access to meeting notices, promoting opportunities for involvement, and enhancing communication channels, including social media, digital platforms, printed materials, and public service announcements.
- **Improves emergency and crisis communications** through structured protocols and FEMA-compliant training for staff, ensuring timely and accurate information dissemination during emergencies.
- **Implements performance-based tactics**, such as analytics reviews, departmental audits, and regular updates to communication materials, to monitor effectiveness and adapt to changing technologies or community needs.

By adopting this plan, the Borough reinforces its commitment to transparency, accountability, and inclusive governance. It builds the foundation for stronger civic engagement and better informs Wrangell's residents, employees, and external stakeholders of the Borough's projects, services, and priorities.

Recommendation:

Adopt the 2024–2027 City and Borough of Wrangell Communications Plan as presented.



COMMUNICATIONS PLAN 2024-2027

SUMMARY

The City and Borough Wrangell's Communications Plan is a dynamic document designed to adapt and grow alongside our community. As communication technologies and citizen engagement platforms evolve, this plan will be updated to meet emerging needs. This initial version serves as a snapshot of the City and Borough's current communication goals, objectives and tactics outlining a unified approach to best serve Wrangell stakeholders, residents, employees and agency partners.

Communication is a core function of responsible government and an essential element of a healthy democratic process. Recognizing this, the City and Borough values consistent and effective communication as an integral part of success across all aspects of Borough operations.

MISSION

Establish clear, consistent, and accessible communication to inform and educate residents about Borough dealings, projects, and initiatives in a way that is meaningful, transparent, and encourages active participation.

VISION

For stakeholders, partners, and members of the public to be up to date on current events, policies and issues that relate to and affect the community, region, and state and to know where and how to source that information.

WHY DOES THE BOROUGH NEED A COMMUNICATIONS PLAN?

The City and Borough of Wrangell prioritizes clear and effective communication, recognizing it as a cornerstone of good governance. This plan represents a collaborative effort by the Borough Clerk's office (Public Information Officer) and the Economic Development Department (i.e., Communication's Manager) to establish a comprehensive communications strategy for the first time.

While some departments manage communications independently, a standardized approach is being developed to ensure consistency across the Borough. Official notices are currently disseminated digitally through the Borough website (<https://www.wrangell.com>) and social media platforms like Facebook. Local media outlets like KSTK and Wrangell Sentinel play a vital role in disseminating information to the community. Additionally, physical postings at the local post office cater to residents who prefer traditional methods.

The Borough is actively working on improving access to meeting notices for various boards and commissions. This involves educating residents on information access channels related to meetings, events, projects, and initiatives. Notably, Municode software streamlines scheduling and populates the Borough calendar with agendas, minutes, and supporting documents. Pertinent notices are displayed on lobby monitors throughout Borough facilities, providing real-time information access for visitors.

Staff acknowledge the ongoing challenge of ensuring up-to-date and accurate information about Borough projects and services. Addressing this is crucial for fostering public trust and confidence. This Communications Plan is a critical step toward a more informed and engaged community. By addressing communication inconsistencies and focusing on transparency, the Borough can build stronger relationships with residents, stakeholders, and partners.

BEST PRACTICES AND STANDARDS

- Establish plan and allocate resources
 - Develop, implement, and review the communications plan identifying priorities for public engagement and develop appropriate departmental initiatives to strengthen relationships.
 - Ensure that the top priorities for engagement receive enough resources to be done well and not raise false expectations about the Borough's capacity to engage on all possible topics.
- Maintain unified voice
 - Residents should experience a consistent communication style across all Borough channels, fostering trust and recognition.
 - Utilize standardized templates and employee brand toolkit to ensure consistency.
 - Reassure residents, partners, and stakeholders that communications originate from the Borough by including the logo/brand in official publications and media.
 - Emails should originate from a standardized wrangell.com address.
 - All publications, digital or print, shall be written and presented in a semi-formal tone and aim to keep key points in clear and concise language.
 - Except for legal requirements for public notices, the Borough does not, as a rule, advertise for the sole purpose of promoting itself. Individual departments and facilities may purchase advertising for promotional purposes.
- Cultivate existing channels
 - The Borough website should be the first-place residents go to seek information about the community.
 - Communications tools should direct viewer/reader back to the Borough website.
 - All Borough departments should be accessible through the website.
 - Leverage existing communication methods like the Borough website, social media channels, community bulletins and local news media outlets to reach a broad audience.
- Encourage public participation
 - When reviewing the communications plan for updates, seek feedback from residents, partners, and stakeholders. Surveys may be used to identify issues and demonstrate changes based on feedback.
 - Establish and maintain a "how to get involved" section of the website. This includes how to contact administrators or departments for information, how to get involved in public activities and events, and volunteer opportunities through various boards and commissions.

- Develop, publish, and promote a “get to know Wrangell” document and/or video promotes investment, commerce as well as Wrangell as a viable place to work and live.

Item r.

➤ Embrace change

- Proactively research and implement new communication tactics to address resident concerns and staff-identified challenges.
- Collect and analyze feedback on an annual basis from the public to identify changing trends and new, preferred communication methods.
- Adapt plans, policies and procedures such that they align with standards of government.

ROLES AND RESPONSIBILITIES

Elected and appointed officials, administrators, and employees may be considered a representative of the Borough, whether through appointment or public perception. Although the Borough Manager is the designated and official spokesperson for the Borough, it is important to create a unified structure in defining the message and process for communications to ensure all representatives of the Borough can provide consistent, accurate and productive information to fellow employees, residents, partners and stakeholders.

In the context of this plan, the Borough defines its core communications team as follows:

➤ Borough Manager

- Responsible and accountable to the Borough Assembly for the administration of all Borough affairs placed in their charge.
- Provides oversight and ensures that borough communications plans and policies meet the strategic goals of the borough.
- Serves as the chief spokesperson for the borough responsible for facilitating internal and external communications.

• Borough Clerk

- Responsible for all areas as set forth in Alaska Statute 29.20.380, ensuring that the Borough meets and follows all applicable state and federal laws and regulations.
- Administers the Wrangell Municipal Code and serves as the custodian of permanent public records, including archives.
- Serves as the Public Information Officer (PIO) for publications and notifications and provides public service announcements.
- Ensures communications and messaging are consistent with the approved Communications Plan, and associated laws and regulations of the Borough.

• Marketing and Community Development Coordinator (MarCom)

- Assists the Borough Clerk with the roles and responsibilities of the Public Information Officer (PIO) in crisis and emergency situations.
- Assists with implementation of the Borough’s Communications Plan.
- Collaborates with staff to ensure the Borough website is up to date with accurate and relevant information.
- Establishes and maintains a social media presence for the Borough as appropriate with official and community information.
- Coordinates staff to capture media of projects, personnel, and events for public communications.
- Generates content and maintains a library of digital assets and disseminates assets as needed.

• Department Directors and Designated Representatives

- Provides updates on department dealings and projects as needed or requested by MarCom.
- Coordinates with MarCom to schedule time to capture media of projects, personnel, and events.
- Publishes meeting notices and department information in accordance with policies and procedures set by the municipal code and communications plan.
- Schedules and maintains accurate information on lobby monitors when applicable to the department.

TARGET AUDIENCE

- Organization-wide (Internal)
 - Borough Assembly
 - Borough Manager
 - Borough Clerk (PIO)
 - Directors, Supervisors and Employees
 - Boards, Commissions, Committees
- Agency Partners (external)
 - Federal
 - Tribal
 - State
 - Local
- Local Stakeholders (external)
 - Businesses
 - School District
 - Organizations
 - Residents/Citizens
 - General Public (outside of Wrangell)
 - Media

TYPES OF COMMUNICATION

- ✓ Official and legal notices
 - Required correspondence to the public originating from the Borough Clerk's office.
- ✓ Meetings notices
 - Notices to the public regarding public meetings. These are to be published in accordance with state laws.
- ✓ Public service announcements
 - Announcements or notices the public regarding temporary service changes, road closures, facility closures and courtesy reminders. These communications may be color coded depending on severity of communication.
- ✓ Press Releases
 - A marketing tool used to provide information to the public curated by borough representatives to ensure proper narrative is established.
- ✓ Borough projects and initiatives
 - Updates revolving around capital projects or like items.
- ✓ Partner agency information

- Communications pertinent to the community from other municipalities, state or federal agencies.
- ✓ Video and Webinar Presentations
 - A tool used for engaging the public on emphasized topics or business.
- ✓ Emergency notifications & Alerts (Public Health/Safety)
 - Emergency communications or notices to the public where public health or safety is of immediate concern.

GOALS

- Public and Internal Communication
 - Responsibly communicate information regarding Borough programs and services through a framework of unified, layered communication methods.
- Emergency and Crisis Communications
 - Inform our residents and protect the Borough's stability and reputation in times of crisis.
- Media and Public Relations
 - Develop and maintain positive working relationships with members of the media on all aspects of Borough services, programs, activities and news.

OBJECTIVES AND TACTICS

Unify Borough communications under a shared philosophy and standard operating procedure.

- Conduct consultative outreach meeting on communication plan development and improvements with department directors, marketing, and outreach staff.
- Audit plans, policies and procedures associated with communications plan on a semi-annual basis.
- Implement comprehensive Brand Toolkit and Graphic Identity manual.
- Coordinate and train appropriate staff responsible for aspects of the communications plan and public outreach on behalf of the Borough.
- Generate quarterly analytical reports on usage. Analyze statistics for patterns and deficiencies.

Make information regarding Borough programs and services readily available, accessible, and easy to comprehend.

- Maintain reliable, informative, and accessible Borough websites.
- Ensure that language and tone are clear, concise and to the point.
- Conduct quarterly website and media outlet audit for accurate and up to date information.
- Direct outside media platform publications and promotions back to Borough website.
- Consistently publish public information across all media platforms.
- Make reasonable accommodations available upon request in accordance with the Americans with Disabilities Act.

Increase awareness, interest, and participation of residents, business and community leaders, and partners in Borough activities and programs.

- Develop partner relationships with community, civic, religious, and business organizations locally, regionally, and statewide.
- Promote activities, projects, initiatives, and accomplishments across all departments.
- Monitor and engage in official Borough social media outlets.

- Respond in a timely manner to questions, requests, and concerns through the general inbox on the Borough and social media channels.
- Produce print and digital publications for Borough-wide distribution.
- Utilize available technology to multiply information release and reach to stakeholders.
- Provide a variety of options for residents to participate in public forums.
- Conduct regular interdepartmental status meetings on upcoming programs, events, activities etc. in need of promotion or of media interest.

Regularly communicate Borough Assembly, Commission and Advisory Board meetings, interests and action.

- Comply with the Alaska Open Meetings Act and conduct meetings in accordance with parliamentary procedures.
- Publish meeting notices in accordance with the Wrangell Municipal Code.
- Record all public meetings for retention and publish meeting minutes through the Borough's web calendar.
- Provide on-air feed of Borough Assembly regular meetings through local radio station.

Produce quality communications that adheres to industry best practices and standards.

- Coordinate updates and revisions to materials across all departments to adhere to uniform guidelines.
- Update and revise communication materials to increase engagement.
- Utilize web calendar and other tools to track reoccurring events and activities.
- Utilize social media management platform to streamline all social media accounts.
- Follow local government best practices for public engagement.
- Research and implement new and creative communication tactics.
- Publish media consistent with the Borough's brand across all associated platforms.

Increase staff awareness and build organizational trust and confidence.

- Conduct audit of current internal communication efforts.
- Define communication process, structure and roles related to release of employee communication.
- Consistently utilize tools to enhance communication efforts across all levels of employees.
- Respond to employee inquiries in a timely manner.

Ensure that emergency responders and the public have access to clear and accurate information throughout an emergency.

- Promote emergency response alert system and monitor enrollment.
- Effectively communicate transition from general to emergency communications across all platforms.
- Review and approve all emergency response communications with Borough Manager/Clerk('s) office or designee.
- Administrative access to communication channels may be given to the official agency leading the response.
- Clearly identify and announce official agency/party tasked with the role and responsibility of information officer across all departments and communication platforms.

- Streamline and funnel all communications through the information officer throughout emergency.

Efficiently and effectively communicate with residents in times of crisis.

- Assess borough readiness for emergency communications scenarios.
- Identify and implement protocols, tools, and training to improve communication during emergency situations.
- Enroll appropriate staff in FEMA emergency communications certification programs.
- Follow best practices and guidelines set forth by FEMA/NIMs.
- Respond to media requests and inquiries in a timely manner.
- Coordinate subject matter experts as needed.
- Log and report media interaction.

ACTIVE COMMUNICATION TOOLS

- Civic Plus
- Muni Code
- My Rec
- Square Space
- Customer Relationship Management (CRM)
- Nixle

COMMUNICATION PLATFORMS AND CHANNELS

Digital Communications

The predominant form of providing information to residents is through various forms of digital communications and media. Below is a list channels currently employed:

- Wrangell.com - the official City & Borough of Wrangell website
 - TravelWrangell.com - the official site of the Wrangell Convention and Visitors Bureau
 - WrangellRec.com - the official site of Wrangell Parks and Recreation
- Wrangell public subscriptions
 - City and Borough of Wrangell web calendar
 - City and Borough of Wrangell e-newsletter
 - Nixle - Emergency Communications
 - Wrangell Parks and Recreation e-newsletter
 - Travel Wrangell e-newsletter
- Official social media outlets
 - [City and Borough of Wrangell Facebook](#)
 - [City and Borough of Wrangell Instagram](#)
 - [City and Borough of Wrangell LinkedIn](#)
 - [City and Borough of Wrangell YouTube](#)
 - [Travel Wrangell Facebook](#)
 - [Travel Wrangell Instagram](#)
 - [Travel Wrangell LinkedIn](#)
 - [Travel Wrangell YouTube](#)
 - [Travel Wrangell.com](#)
 - [Wrangell Parks and Recreation Instagram](#)

- [Wrangell Parks and Recreation Facebook](#)
- [Wrangell Police Department Facebook](#)
- [Wrangell DMV](#)
- [Irene Ingle Public Library Facebook](#)
- [Irene Ingle Public Library Instagram](#)
- [James and Elsie Nolan Center Facebook](#)
- [James and Elsie Nolan Center Instagram](#)

Print Publications and Communications

With the shift in information gathering to almost exclusively digital channels the cost-effectiveness of print publications is continually under review. Staff develop printed publications and promotional materials on an as-needed basis. Print publications may come in the form of posters, flyers, reports, printed images and will be distributed/posted in throughout public areas of city facilities and community boards. Report will be printed on demand and will be on hand with the requesting department.

Other Media Outlets

A positive working relationship with the news media is vital for successful communications of Borough related information. Leaders strive to tell the Borough's story first and respond in a prompt, professional and objective fashion to all media inquiries. The Borough works to maintain good working relationships with all media outlets.

Media outlets include but are not limited to; KSTK Radio station, Wrangell Sentinel newspaper, Alaska Daily News, Alaska Journal of Business, etc.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of the City and Borough of Wrangell's Social Media Policy

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

Fiscal Year:	Amount: \$XXXM
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Amount Budgeted:

FY:	\$
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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) Social Media Policy.

RECOMMENDATION MOTION:

Move to Approve the City and Borough of Wrangell's Social Media Policy.

SUMMARY STATEMENT:

The proposed Social Media Policy establishes a comprehensive framework for how the City and Borough of Wrangell (the “Borough”) manages its official presence on social media platforms. This policy ensures all Borough departments, employees, elected officials, and authorized contributors operate social media accounts in a manner that promotes transparency, accountability, and professionalism while complying with legal obligations such as the Alaska Public Records Act.

Key accomplishments of this policy include:

- Defining clear roles, responsibilities, and standards for creating and managing official Borough social media accounts;
- Establishing content moderation practices that balance open public discourse with the need to remove harmful or inappropriate material;
- Ensuring all social media activity is properly archived and retained as public record;
- Clarifying appropriate use of personal social media by employees and elected officials when referencing Borough matters;
- Allowing the Wrangell Police Department to restrict comments on posts involving investigations or sensitive issues;
- Strengthening cybersecurity protocols and providing mandatory training for staff managing accounts.

Why This Matters:

Social media is a powerful tool for government transparency and public engagement, but it also presents legal, reputational, and operational risks if unmanaged. This policy provides Wrangell with a defensible and modern framework to manage its online presence responsibly, protect public records, and uphold public trust. It reflects current best practices adopted by municipalities across Alaska and supports Wrangell’s commitment to open, inclusive, and respectful digital communications.

Requested Action:

Adopt the City and Borough of Wrangell Social Media Policy as presented.



Social Media Policy

1. Purpose and Scope

The City and Borough of Wrangell ("the Borough") recognizes that social media is a vital tool for engaging with residents, enhancing government transparency, and supporting public services. This policy establishes the standards and procedures for the Borough's use of official social media platforms, ensuring legal compliance, professionalism, and effective public communication.

This policy applies to all Borough departments, employees, elected and appointed officials, contractors, and volunteers who manage or contribute to social media accounts in an official capacity or in a manner that could be perceived as representing the Borough.

2. Definitions

- **Social Media:** Digital platforms that enable users to create, share, and interact with content and online communities (e.g., Facebook, Instagram, X/Twitter, LinkedIn, YouTube, TikTok, blogs, wikis, Nextdoor).
- **Official Borough Social Media Account:** A verified profile or page established and managed by a Borough department to provide information to the public.
- **Communications Coordinator:** A Borough staff member designated by the Borough Manager to oversee social media strategy, policy compliance, and staff training.
- **Public Information Officer (PIO):** The Borough Clerk, responsible for ensuring that all social media communications comply with public records law, are archived appropriately, and align with official Borough records retention policies.
- **Content:** Any form of media—text, images, videos, hyperlinks, audio—shared on social media.

3. Creation and Oversight of Accounts

1. Departments must receive written authorization from the Borough Manager or designee before launching or discontinuing an official social media account.
2. A master registry of all official accounts and their authorized administrators will be maintained in accordance with the communications plan.
3. All accounts must use Borough-issued email addresses. Personal accounts may not be used unless expressly approved due to platform limitations.
4. Departments are responsible for maintaining and moderating content on their accounts in compliance with this policy.
5. Each official account must display the Borough logo or subdepartment logo, link to www.wrangell.com, and include a public records disclaimer.
6. The policy will be reviewed annually by the Public Information Officer, Communications Coordinator, and the Borough Manager to reflect changes in law and best practices.
7. Requests for new accounts must include justification and demonstrate staff capacity for content management and records retention.
8. Accounts that are inactive or not properly maintained may be deactivated at the discretion of the Borough Manager.

4. Content Guidelines and Comment Moderation

1. Content posted on official accounts must be accurate, professional, and consistent with Borough values. Confidential or privileged information must not be shared.
2. The Borough's website shall remain the primary source for official information. Social media posts should link to the website where appropriate.
3. Borough social media accounts are designated as limited public forums. Comments may be removed if they:
 - Include obscene, profane, or violent language or images;
 - Contain sexually explicit material or links;
 - Make defamatory, threatening, or fraudulent statements;
 - Promote illegal activities;
 - Support or oppose political candidates or ballot measures (unless authorized by the Assembly);

- Advertise commercial services unrelated to Borough business;
 - Infringe on intellectual property rights;
 - Reveal private or sensitive personal information;
 - Consist of spam or off-topic content.
4. All removed content must be archived, including the username, date, content, and reason for removal.
 5. Repeated violations may result in a user being restricted or blocked, with actions documented and enforced consistently.
 6. All pages must include a disclaimer stating:
 - Comments are subject to moderation;
 - User-generated content does not represent Borough views;
 - Posts and interactions may be subject to public records requests.
 7. **Wrangell Police Department Exception:** The Wrangell Police Department may disable comments on posts related to ongoing investigations, emergencies, juvenile cases, or other sensitive matters. Such posts must include a disclaimer explaining the comment restriction.

5. Public Records and Archiving

1. Social media content is a public record under the Alaska Public Records Act (AS 40.25.100 - 40.25.295).
2. The Public Information Officer shall ensure the use of an archiving system to capture all activity, including edits and deletions.
3. Records will be retained according to the Borough's records retention schedule.
4. The Public Information Officer will coordinate fulfillment of any public records requests related to social media.
5. No content may be deleted without first documenting and archiving it.

6. Employee and Official Use of Social Media

6.1 Posting on Behalf of the Borough

- Only trained and authorized employees may manage official accounts.
- Employees must complete social media training and sign an acknowledgment of this policy.

- Posts must reflect a professional tone and the Borough's mission.

6.2 Use of Personal Accounts for Official Business

- Employees and officials may not use personal accounts for Borough business unless explicitly authorized by the Borough Manager.
- When permitted, users must:
 - Clearly identify their Borough affiliation;
 - Include a disclaimer (e.g., "The views expressed are my own and do not represent the City and Borough of Wrangell");
 - Direct inquiries to official channels;
 - Comply with Borough confidentiality and ethics policies.

6.3 Personal Use Guidelines

- Employees must not disclose confidential or sensitive information.
- Borough devices and email accounts may not be used to manage personal social media.
- Posts that could harm public trust or violate Borough conduct policies are prohibited.
- When referencing Borough matters, employees must use disclaimers indicating they do not speak on behalf of the Borough.

6.4 Political Activity

- Employees and officials may engage in political expression during personal time using personal resources.
- Borough accounts or resources may not be used for political campaigning, unless authorized by an Assembly resolution per AS 15.13.145.

6.5 Guidelines for Elected Officials

- Elected officials are encouraged to maintain separate personal and official accounts.
- Official accounts must comply with this policy.
- Blocking users or removing comments based on viewpoint is prohibited; moderation must follow the standards in Section 4.

- The Borough will not defend personal legal claims arising from misuse of social media by elected officials.

6.6 Reporting Misuse

- Potential violations should be reported to the Borough Manager.
- Violations may result in disciplinary action consistent with Borough personnel policies.

7. Disclaimers and Terms of Use

- Each official account must include a link to the Borough's Terms of Use and this policy.
- Pages should clearly state that likes, shares, and follows do not imply endorsement.
- The Borough is not responsible for third-party ads or platform-generated content.

8. Training, Access, and Security

1. All social media administrators will be required to sign an acknowledgment confirming they have read, understood, and agree to comply with this policy.
2. The Communications Coordinator will conduct regular training updates and maintain documentation.
3. Security protocols shall include:
 - Unique, strong passwords for each account;
 - Shared administrative access for redundancy;
 - Immediate updates to credentials following personnel changes.
4. The Communications Coordinator will review and approve all requests for new accounts.
5. The Borough Manager may revoke access or mandate retraining in cases of policy violations.

9. Policy Review and Enforcement

This policy shall be reviewed at least every two years by the Public Information Officer, Communications Manager, and Borough Manager. Recommended revisions will be brought forward for Assembly approval.

Adopted by the Borough Assembly - May 13th, 2025

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Approval of the City and Borough of Wrangell's Artificial Intelligence Policy

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

Fiscal Year:	Amount: \$XXXM
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Amount Budgeted:

	FY: \$
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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) AI Policy.

RECOMMENDATION MOTION:

Move to Approve the City and Borough of Wrangell's Artificial Intelligence Policy.

SUMMARY STATEMENT:

The AI Usage Policy establishes clear standards for how Borough employees and departments may utilize Artificial Intelligence (AI) tools, including generative AI, in the course of municipal

operations. This policy supports innovation while ensuring that AI use is responsible, ethical, secure, and legally compliant. It encourages staff to leverage AI for increased efficiency—such as document drafting, data analysis, or language translation—while reinforcing that human oversight, data privacy, and accuracy remain paramount.

By proactively adopting this policy, the City and Borough of Wrangell sets foundational expectations that protect sensitive information, uphold transparency, and preserve public trust. The policy also limits high-risk practices, such as unauthorized data input or automated decision-making without human review. In doing so, the Borough balances the benefits of emerging technologies with the need to safeguard institutional integrity and accountability.

This forward-looking framework positions Wrangell to integrate AI thoughtfully and safely into its government functions, ensuring the Borough remains adaptable, innovative, and aligned with its values.



Artificial Intelligence (AI) Usage Policy

Purpose

The purpose of this administrative policy is to provide clear guidance on the use of Artificial Intelligence (AI) tools and systems by the City and Borough of Wrangell staff. The Borough recognizes that AI (including generative AI like ChatGPT) can improve efficiency, assist in decision-making, and streamline services. This policy aims to encourage beneficial uses of AI while ensuring such use is responsible, ethical, and secure. By outlining acceptable practices, the Borough seeks to protect sensitive information, maintain public trust, comply with applicable laws, and uphold the integrity of Borough operations.

Scope

This policy applies to all City and Borough of Wrangell employees, departments, and officials who use AI tools or services in the course of their work. It covers the use of any AI system or software - including generative AI platforms, machine learning applications, and automated decision-support tools - when performing Borough business or handling Borough data. Contractors, volunteers, or partners with access to Borough information systems are also expected to follow these guidelines. This policy does not cover personal use of AI at home or outside of Borough business, except when such use involves Borough data or resources. The AI Usage Policy works in conjunction with existing Borough policies on technology use, data security, privacy, and employee conduct.

Definitions

To ensure common understanding, the following key terms are defined:

- **Artificial Intelligence (AI):** A broad term for computer systems or software that perform tasks normally requiring human intelligence. AI can include algorithms and models that learn from data to make predictions, recommendations, or decisions. Examples range from simple automation scripts to advanced machine learning systems.
- **Generative AI:** A category of AI that creates new content or outputs (text, images, audio, etc.) based on patterns learned from existing data. Generative AI tools (such as ChatGPT or similar large language models) can draft text, answer

questions, produce images, and more. These tools can be useful for drafting documents or exploring ideas, but they may also produce incorrect or fabricated information if not carefully used.

- **AI Tool or System:** Any application, platform, or software that utilizes artificial intelligence techniques to perform a function. This includes cloud-based AI services, chatbots, decision-support systems, predictive analytics tools, and any similar technology used in Borough operations.
- **Sensitive Information:** Any data that is confidential, private, or protected by law or policy. This includes personally identifiable information (PII), financial records, personnel files, law enforcement data, health information, and any other non-public or proprietary Borough data.

(Other relevant terms may be interpreted in context. The intent is to cover all forms of AI use in Borough business.)

Policy Guidelines

All staff are expected to use AI in a responsible and ethical manner. The following guidelines outline the Borough's expectations for AI use in daily work:

- **Responsible Use and Human Oversight:** AI is intended to support and enhance staff efforts, not replace human judgment. Employees must verify and critically evaluate AI-generated outputs. Do not rely on AI as the sole decision-maker for any action that impacts the public, employees, or Borough operations. Important decisions and public-facing documents must be reviewed and approved by appropriate staff. *Automated final decision-making without human oversight is not permitted.*
- **Accuracy and Verification:** AI tools can sometimes produce incorrect, outdated, or biased information. Users are responsible for the content produced by AI as if they wrote it themselves. Staff should fact-check and proofread any AI-generated text or analysis before using it in official work. If an AI output seems dubious or unsupported, do not use it until it's verified for accuracy. Always maintain high standards of quality and correctness in all work products, whether drafted by AI or by a person.
- **Transparency:** When appropriate, employees should be transparent about AI involvement in their work. Internally, staff may note when a draft or analysis was assisted by AI (especially if multiple people collaborate on it). For external communications or public documents, employees should ensure that the content meets the same clarity and quality standards as traditionally prepared material. If substantial portions of a public communication were generated by AI, consult a supervisor about whether a disclaimer or additional review is needed to maintain public trust. In general, the public should not be misled about whether a human or AI authored official content.
- **Data Privacy and Security:** Do not input confidential, sensitive, or personal data into any AI service unless it has been approved for such use by the Borough's IT Department or leadership. Many AI platforms are third-party services that may

store or even share input data; therefore, staff must safeguard Borough information. Never share information that could compromise individual privacy or Borough security (e.g. personal identifying details, protected records, passwords, financial or legal documents) with an AI tool that is not explicitly cleared for that level of data. When using AI, stick to non-sensitive context or anonymized data whenever possible. All AI use must also comply with applicable privacy laws and Borough data protection policies.

- **Use of Approved Tools:** Only use AI tools and systems that are approved or authorized for Borough business. The Borough Manager may provide a list of permitted AI applications or require a security/privacy review for new AI software. Do not install or sign up for new AI platforms using Borough computers or Borough email without checking with the Borough Manager. This ensures that software is trustworthy and compatible with Borough security standards. If you wish to experiment with a new AI tool for work purposes, obtain permission from your Department Head or the Borough Manager before proceeding.
- **Ethical and Fair Use:** Employees must use AI in a manner consistent with the Borough's values of integrity, equity, and respect. Do not use AI systems in any way that discriminates, harasses, or violates the rights of any individual or group. AI applications used in Borough operations should be routinely evaluated for bias or unfair outcomes, especially if they assist in decisions related to services, hiring, law enforcement, or resource allocation. If an employee suspects that an AI tool is producing biased or unethical results, they should stop using it and report the issue to their supervisor. The Borough is committed to fair and impartial services; AI must not undermine that commitment.
- **Compliance with Laws and Policies:** All AI use must adhere to applicable laws, regulations, and existing Borough policies. This includes but is not limited to public records laws, records retention requirements, open meetings acts, and any sector-specific regulations (for example, if AI is used in law enforcement or finance contexts, relevant rules apply). AI-generated content that becomes part of official Borough records should be retained in accordance with records retention policies. If unsure about legal implications of an AI use case, employees should seek guidance from a supervisor or the Borough Attorney.
- **Public Records and Transparency:** Keep in mind that content created or used by the Borough (including AI-generated material) might be subject to public records disclosure. When using AI to draft documents or communications, save important outputs that contribute to decisions or policies, just as you would save emails or memos, so the Borough can fulfill any public disclosure obligations. Avoid using AI on confidential matters in a way that could create records we cannot properly secure or disclose.
- **Cybersecurity:** Use AI tools in a secure manner. Follow all Borough security protocols when accessing AI systems (e.g., use approved devices and networks). Be cautious of AI tools that require browser extensions or special downloads, as they may pose security risks. If an AI application appears suspicious or requests unusual permissions, stop using it and consult IT. Always keep software up to date and report any security concerns or potential data breaches immediately.

- **Continuous Learning:** AI technology is rapidly evolving. Staff are encouraged to learn about the capabilities and limitations of the AI tools they use. The Borough may provide training or resources on effective AI use. Employees should stay informed on best practices (for example, how to write effective prompts or how to interpret AI outputs critically). By being informed users, staff can maximize the benefits of AI while avoiding pitfalls. Questions or uncertainties about using AI should be raised - it's always okay to ask for guidance.

(In summary, employees should treat AI as a helpful assistant - one that can boost productivity - but must always apply human judgment, maintain confidentiality, and follow ethical standards when using these tools.)

Acceptable Use

The Borough supports the appropriate use of AI technologies to enhance our work. Below are examples of acceptable uses of AI, as well as some prohibited uses. These examples are not exhaustive but serve as a practical guide:

Acceptable Uses (Examples):

- **Drafting and Research:** Using generative AI to draft initial versions of documents, such as routine letters, reports, meeting agendas, or email communications. Staff can also use AI to summarize documents or extract key points from lengthy text to save time. (Always review and edit AI-drafted content for accuracy and tone.)
- **Idea Generation and Analysis:** Employing AI tools to brainstorm solutions, generate ideas for projects, or analyze large datasets for patterns and insights. For instance, an employee might ask an AI for ideas to improve a workflow, or use an AI analytics tool to identify trends in service requests.
- **Customer Service and Information:** Using AI chatbots or assistants on the Borough's websites or phone lines to provide general information to the public (e.g., answering FAQs or guiding residents to the correct department). Such tools should be monitored by staff to ensure accurate information is given, but they can handle common questions to free up employee time.
- **Translation and Accessibility:** Utilizing AI to translate documents or communications into other languages to better serve our diverse community, or using AI tools to generate captions/transcripts for audio or video content to improve accessibility. (Again, staff should verify important translations for accuracy.)
- **Data Entry and Routine Tasks:** Automating repetitive processes with AI or machine learning, such as sorting incoming requests, flagging duplicate entries, or scheduling resources based on predefined rules. These uses can increase efficiency as long as they are configured properly and overseen by employees.

In all acceptable use cases, employees must remain involved and accountable. AI can assist with legwork and analysis, but employees supervise the output, correct any

errors, and make final decisions. When used in these approved ways, AI is a valuable tool that can help staff focus on higher-level work and deliver services more effectively.

Prohibited or Cautioned Uses:

- **Sensitive Data Input:** *Do not* use AI tools to process or generate content with sensitive or confidential data unless expressly authorized. For example, do not paste residents' personal information, confidential legal documents, or secure internal plans into an external AI service. This prohibition protects privacy and security.
- **Automated Decision-Making:** The Borough prohibits fully automating decisions that affect people's rights, benefits, or services without human review. Do not deploy "black-box" AI systems to determine outcomes (such as hiring decisions, law enforcement actions, permit approvals or denials) without transparent algorithms and the required human oversight and approvals.
- **Bypassing Policies or Laws:** Employees must not use AI to do anything illegal, unethical, or against Borough policy. For instance, do not use AI to generate content that would harass, discriminate, or defame. Do not use AI to try to circumvent public records laws or to generate official documents with false information.
- **Unapproved Software or Accounts:** Avoid using AI services that have not been vetted by Borough Administration, especially those requiring upload of Borough data. Do not sign up for third-party AI tools with your Borough email or share Borough documents with them without permission. Similarly, installing any AI-related software or browser plugin on Borough devices without approval is prohibited.
- **Overreliance Without Verification:** It is unacceptable to present AI-generated material as final or factual without verifying it. Employees should never cut-and-paste AI output directly to the public or into official records without proper review. Using AI in a way that blindly trusts its responses (which may be erroneous or fabricated) is misuse.
- **Personal Use on Work Time:** Limited personal exploration of AI is acceptable during breaks, but using Borough time and resources for unrelated personal AI projects is not allowed. Borough technology should be used for Borough business; any other use of AI tools should be incidental and must not interfere with job duties or consume significant resources.

If there is any doubt about whether a particular use of AI is appropriate, employees should err on the side of caution and seek guidance from their supervisor or the IT Department before proceeding. The goal is to leverage AI's benefits while avoiding risks to the Borough or the public.

Compliance

Adherence: All Borough employees are expected to adhere to this policy. Department heads and supervisors should ensure their teams understand these guidelines and

incorporate them into daily operations. Borough Administration will assist in interpreting the policy and providing updates or training as needed. Questions about the policy's application can be directed to the Borough Manager's Office for clarification.

Monitoring and Review: The Borough may monitor the use of AI tools on Borough networks or equipment to ensure compliance and security. This could include logs or audits of AI system usage, consistent with the Borough's general IT use policies. Employees should have no expectation of privacy for work-related AI activities conducted on Borough systems (in line with existing computer use policies). Regular reviews of AI use across departments may be conducted to evaluate effectiveness, identify issues, and update best practices. The Borough will also review and update this policy periodically to keep pace with technological, legal, or operational changes. Staff will be informed of significant updates, and additional guidance will be provided if new AI applications are introduced.

Enforcement: Compliance with this policy is mandatory. Employees who violate this AI Usage Policy may be subject to disciplinary action, up to and including termination of employment, in accordance with the Borough's personnel rules and collective bargaining agreements (if applicable). Violations include misuse of AI tools, breaches of confidentiality, or any action with AI that compromises the Borough's integrity or security. Supervisors are responsible for addressing minor infractions through coaching or retraining, while serious or willful violations should be reported to the Borough Manager's Office for investigation. The Borough will enforce this policy fairly and consistently, just as with any other workplace policy.

Accountability: Each employee is accountable for their use of AI. Using "the AI made me do it" is not an excuse for poor judgment or misconduct. If an AI tool introduces an error or inappropriate content into your work, it is your responsibility to catch it and correct it. Department directors should foster an environment where staff can discuss AI use openly, share lessons learned, and report any concerns or mistakes without fear of unfair punishment - this helps the whole organization learn and improve. Ultimately, the Borough and its employees remain accountable to the public for all work done, whether or not AI was involved.

Ownership and Intellectual Property: Work products developed with the assistance of AI are still the property of the Borough (just as if an employee created them without AI). Employees should save AI-assisted work in Borough systems. Be mindful that some AI tool providers might claim rights to input or output data - another reason to limit sensitive information use. The Borough will strive to use AI tools in ways that do not compromise our ownership of Borough data and work products.

Policy Acknowledgement: All staff must review this AI Usage Policy. New employees will be briefed on these guidelines as part of their orientation or IT training. By following this policy, staff and leadership of the City and Borough of Wrangell can

confidently and safely incorporate Artificial Intelligence into our operations, innovating in service of the community while managing risks responsibly.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	13

Discussion and Possible Action or Direction on the Waterfront Master Plan

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

Fiscal Year:	Amount: \$XXXM
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Amount Budgeted:

	FY: \$
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Account Number(s):

	XXXXX XXX XXXX
--	----------------

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) Current Waterfront Master Plan.

RECOMMENDATION MOTION:

Discussion and Possible Action or Direction on the Waterfront Master Plan

SUMMARY STATEMENT:

This agenda item is reserved for discussion and potential action related to the 2015 Waterfront Master Plan, following the preceding work session.

Discussion and direction may include, but are not limited to:

- Potential infill of the waterfront area located between the Nolan Center and the Barge Ramp, adjacent to City Hall, for future economic development purposes;
- Identification of potential funding strategies; and
- Establishment of a phased sequence for implementing plan priorities.

Wrangell Waterfront Preferred Master Plan

June 9, 2015



Wrangell Waterfront Preferred Master Plan Table of Contents

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Executive Summary

The Preferred Wrangell Waterfront Master Plan is a four-phased approach to enhancing the Wrangell downtown waterfront area for several key user groups, including the Marine Service Center, the Nolan Center, the visitors industry, local businesses, and Wrangell residents. The plan includes actions that can occur immediately to incorporating aspects of a much longer-term vision.

- **Phase I - Immediate-term:** Expansion of the Marine Service Center. Nolan Center open space reconfiguration. (\$4.8 million)
- **Phase II - Short-term:** Development of an elevated Waterfront Heritage Walk. Create access to a natural beach. (\$3.7 million)
- **Phase III - Mid-term:** Construction of a pier and net shed adjacent to the Nolan Center. (\$2.8 million)
- **Phase IV - Long-term:** Creation of Wrangell Gateway Park following freight yard relocation. (\$4 million)

This plan was developed through the input of more than 100 Wrangell stakeholders and residents throughout four community workshops, two three-day open house events,

integrated design charrettes, stakeholder meetings, and intensive public outreach over a three month period.

All phases of the Plan will cost an estimated \$15.3 million to develop. An analysis of Wrangell's economic indicators and various elements of the waterfront plan, the development of the facilities into the master plan expected to attract an additional \$1.2 to \$2.0 million in increased economic activity to Wrangell on an annual basis.



Overview

Introduction

The purpose of the Wrangell Waterfront Master Planning process was to create a site specific master plan to guide the next stages of development for Wrangell's downtown waterfront that would meet the needs of the community and provide economic opportunities.

Currently, the last piece of undeveloped waterfront property in downtown Wrangell exists on Campbell Drive between the Nolan Center and the barge staging area adjacent to the City Dock. The City and Borough of Wrangell has a US Army Corps of Engineers permit to fill approximately 3.4 acres of tidelands connecting the marine service center dock and the barge staging area. The waterfront master plan was developed to discern the best way to utilize this waterfront area for the benefit of the community, as well as develop a community vision regarding long-term use of the barge staging area, improvements to the City Dock area, and connectivity between the waterfront and the Nolan Center and the Marine Service Center. The plan, developed through an intensive collaborative public process, promotes a mix of social and economic opportunities for the site, including commercial, waterfront development, and public uses areas—as well as identifying pedestrian linkages between the

waterfront corridor and the newly renovated downtown corridor.

This project included significant public involvement to engage the community and allow input and help direct the waterfront planning effort. The waterfront planning team was comprised of Corvus Design, PND Engineers, Rain Coast Data, and NorthWind Architects.

Project Area

The project boundary is the waterfront extending from the Marine Service Center to and including the City Dock area. The waterfront area includes and is adjacent to industrial uses (Marine Service Center and barge ramp yard area); visitor uses (Nolan Center/ Stikine Inn/ City Dock); public uses (sidewalk benches and signs, City Hall lawn, City Dock); commercial uses (City Hall/ Grocery store/charter offices/Stikine Inn).

Background

Over the past 20 years many projects and improvements to the community have been developed in an effort to help local businesses thrive and expand in Wrangell's struggling economy. When the Alaska Pulp Company sawmill closed and salmon prices tumbled in the 1990's, the local economy was devastated. Between 1994 and 2006, the population of the community fell by 18% (losing more than 500 residents).

Reeling from these losses, the community leaders reviewed their remaining assets, and refocused on developing and supporting their maritime resources. Immediately the community set about enhancing its locally-based seafood and marine services sector: converting the old mill site downtown into a Marine Services Center and boat yard (with new 150 and 300 ton lifts and a 40 ton trailer); building a third boat harbor –with space for 165 boats and 1,500 feet of transient moorage space; upgrading the local seafood processing infrastructure (including a cold storage and a belt freezer to flash-freeze fish); and investing in its boat building and repair facilities. The community also turned its attention to the visitor and cultural maritime economy, upgrading its cruise ship dock, constructing a convention and visitors center, restoring the Chief Shakes Tribal House, building a carving shed, and completing a major downtown revitalization facelift.

The successful Downtown Revitalization effort, which was largely comprised of the same team members that led the Wrangell Waterfront Master Planning Process, focused on the downtown commercial district in Wrangell from City Dock to Case Avenue in an effort to create an attractive and functional business area for the community, making it attractive to residents, visitors and cruise passengers; redirect business to this corridor as a community pride and economic tool; and to create links

between the commercial businesses and the community's cultural sites and attractions.

The development of the Marine Service Center has provided key economic growth and opportunity for the community. Millions of public and private dollars have been invested in the development and phased completion of the site, new opportunities have been identified for growth potential, and businesses are expanding services. Through twenty years of concentrated efforts, systematically obtaining and strategically using funding, and an unwavering focus on long-term goals, the community of Wrangell is emerging from its economic downturn intact. The goal of this project is to build upon these long-term efforts and recent gains.

Project Permitting

On May 3, 2007, the City of Wrangell received federal authorization, under Department of the Army Permit No. POA-1990-114-R Zimovia Strait, to place 123,923 cubic yards of material in 3.40 acres of intertidal area for the purpose of expanding its port staging area. The permits were authorized under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. The fill limits under this permit extend from the northeast corner of the former Alaska Pulp Corporation pile supported timber dock to the southwest corner of the City barge landing staging area. The State of Alaska Department of Environmental Conservation issued a

Certificate of Reasonable Assurance, in accordance with Section 401 of the Federal Clean Water Act and the Alaska Water Quality Standards, for this same purpose on July 6, 2006. On July 12, 2006, the State of Alaska Department of Natural Resources issued a Final Consistency Determination in which the State concurred with the certification submitted by the City that the project was consistent with the Alaska Coastal Management Plan (ACMP) and the Wrangell District's enforceable policies. Prior to permit expiration, the City of Wrangell received Department of the Army Permit No. POA-1990-114-M7, extending the expiration date for the construction of the proposed improvements to October 31, 2017.

Proposed fill improvements under the 2015 Preferred Master Plan generally fall within the limits of the current permit authorizations. Total fill volume and fill areas are less than those currently authorized however the geometric fill configuration is different and a pile supported pier has been added. It is presumed that the regulatory agencies would favorably permit the proposed new improvements under a permit modification request by the City and Borough of Wrangell (CBW).

Additional permits required for constructing the Preferred Master Plan include a National Pollutant Discharge Elimination System (NPDES) General Permit

for Storm Water Discharges for Large and Small Construction Activities, including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) describing construction runoff and erosion control measures. ADEC will require a plan review and issuance of a Letter of Non-Objection in accordance with 18 AAC 72 Wastewater Disposal Regulations for any proposed Storm Drainage Improvements. ADEC will also require a plan review and issuance of an Approval to Construct and Operate any proposed potable water system, as outlined under the State of Alaska Drinking Water Regulations, 18 AAC 80. A local CBW Building Permit may be required for the net shed structure located on the proposed pier.

United States Army Corps of Engineers
ZIMOVIA STRAIT

A permit to: PLACE 123,923 CY OF MATERIAL IN 3.40 ACRES FOR PORT STAGING AREA EXPANSION

at: LATITUDE 56.4363°N., LONGITUDE 132.5636°W., SECTION 25, T. 62 S., R. 83 E., C.R.M.

has been issued to: CITY OF WRANGELL **on:** MAY - 3 2007

Address of Permittee: POST OFFICE BOX 531, WRANGELL, AK 99929

Permit Number

POA-1990-114-R

FOR: *Nicole Hayes*
District Commander
NICOLE HAYES
REGULATORY SPECIALIST
REGULATORY DIVISION

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

(Proponent: CECW-O)

Image of original project permit.

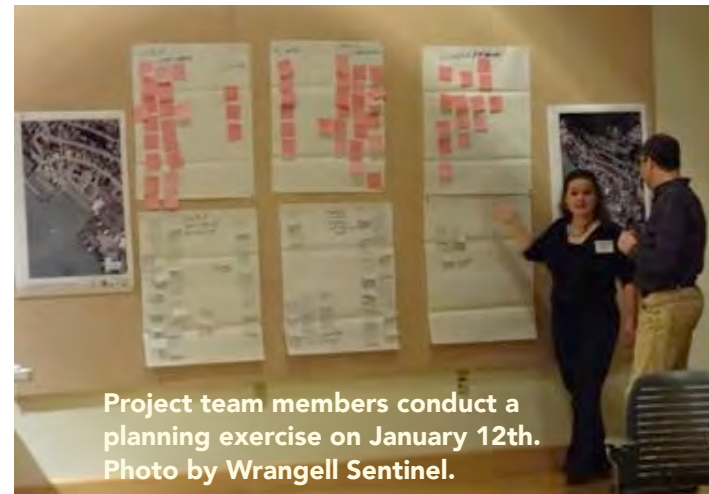
The Master Planning Team

The design team led by Corvus Design Landscape Architects was hired to develop an implementation plan that includes extensive community involvement; identifies ideas, use conflicts, potential growth, long-term and short-term opportunities; and attains consensus for the long-term use and development of the Wrangell's waterfront.

Corvus Design teamed with PND Engineers, Rain Coast Data and NorthWind Architects, three Juneau firms that, like Corvus Design, have a proven track record working for the City and Borough of Wrangell. Corvus Design and NorthWind Architects led the overall waterfront planning and design effort, integrating the diverse uses, elements and needs into a unified design. They focused on guiding the design work and implementation plan to fit smoothly within the existing working waterfront character of Wrangell. PND reviewed this work to ensure that the concepts were feasible from an engineering and permitting standpoint, as well as providing construction costs on the individual elements of the design alternatives. Rain Coast Data developed an analysis of local and regional population and economic trends to forecast and identify the potential economic benefits to be gained from this project. This analysis informs the implementation strategy to allow the City of Wrangell to maximize the returns on the investment required for the Waterfront Master Plan.



Project team members drawing images for Master Plan in Wrangell.



Project team members conduct a planning exercise on January 12th. Photo by Wrangell Sentinel.

The Preferred Master Plan

On Wednesday, February 25th 2015, the planning and design team presented a phased master plan that reflected the input and comments heard during three previous public meetings, two three-day open house events, integrated design charrettes, stakeholder meetings, and public comment between January 11th and February 24th.

This preferred master plan and associated construction costs was approved by the public in attendance at the conclusion of the February 25th meeting. The public endorsement of this phased master plan was unanimous.

From the eight master plan options initially developed, this master plan captures the community's desires and priorities as a phased approach that reflects reasonable expected funding opportunities. The Preferred Wrangell Waterfront Master Plan includes four phases:

- **Phase I** – Expansion of the Marine Service Center & Nolan Center open space reconfiguration (immediate-term)
- **Phase II** – Development of an elevated Waterfront Heritage Walk and access to natural beach (short-term)

- **Phase III** – Construction of a pier and net shed adjacent to the Nolan Center (mid-term)
- **Phase IV** – Creation of Wrangell Gateway Park following freight yard relocation (long-term)

Phase I – Marine Services Yard & Nolan Center Open Space Expansion

The goal of Phase I is to immediately use the fill permit. Under Phase I the Marine Service Center and open space connected to the Nolan Center are expanded by approximately 1.2 acres.

This phase involves filling the site with approximately 50,000 cubic yards of clean shot rock and armor stone materials. A mechanically stabilized earth (MSE) retaining wall with concrete block facing units is planned for the seaward edge of the fill to maximize the usable site area within the permitted fill limits. The wall will be approximately 20 feet in height and will include safety rails along the waterfront. Utility extensions into the newly filled area will include water, sewer, storm drains, power and lighting.



Wrangell Waterfront Master Plan - Preferred PHASE 1



Marine Service Center Expansion

The expansion of the Marine Service Center will provide additional storage space for approximately 25 boats (0.75 acres). This new storage will allow existing storage within the heart of the service yard to be relocated to this new area and increase the space within the yard dedicated to actively working on boats. Alternatively, the expansion could be used to relocate 15 boats from the yard to make room for 10 new vessel service work stations, as well as providing space for 10 new boats to be stored. Surfacing materials will consist of crushed aggregate within the Marine Service Center yard and concrete paving.

Nolan Center Green Space Expansion

The open space adjacent to the Nolan Center will be reconfigured to provide additional green space. The public open space will be expanded to the northwest of the Nolan Center thereby providing more pedestrian access to the water's edge and strengthening the pedestrian axis along the face of the Center to the waterfront. This enhanced outdoor space can also be used for special events and allow overflow from the Center into the surrounding landscape. A combination of hardscape plazas, site furnishings, ornamental landscaping, and turf grass will provide enhanced use of this area. The adjacent Marine Service Center will be screened from this area with an architectural grade aesthetic fence and buffer landscaping.

Pedestrians will have the opportunity to look through the service yard fence at key locations to see what is going on and learn about the community's fishing fleet through interpretation opportunities. The power boat exhibit will be relocated to a more prominent location adjacent to the waterfront and Nolan Center.

Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated

at \$4.76 million for Phase I. State and federal permits have been secured by the CBW for the proposed improvements contemplated under Phase I.

Phase 1		Marine Service Yard Expansion Fill & MSE Wall		
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$324,200
Shot Rock Borrow - Intertidal Fill	CY	45,000	\$20	\$900,000
Armor Rock	CY	4,000	\$60	\$240,000
Concrete Block MSE Wall	SF	10,000	\$90	\$900,000
Screen Fence	LF	1,200	\$150	\$72,000
Heritage Walk & MSE Wall Safety Rails	LF	1,500	\$400	\$200,000
Concrete Sidewalks and Plazas	SF	30,000	\$20	\$300,000
Drainage Improvements	LS	All Req'd	\$350,000	\$175,000
Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$175,000
Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$50,000
Construction Surveying	LS	All Req'd	\$150,000	\$30,000
Power and Lighting	LS	All Req'd	\$500,000	\$200,000
ESTIMATED CONSTRUCTION BID PRICE				\$3,566,200
CONTINGENCY (15%)				\$534,930
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$102,528
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$307,585
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$246,068
TOTAL RECOMMENDED PROJECT BUDGET				\$4,757,311

Phase II – Elevated Waterfront Heritage Walk and Water Access to Natural Beach

Phase II represents a short-term plan that would provide increased pedestrian connectivity and waterfront access. A 12' wide elevated pedestrian walkway extending over an existing armor rock slope is planned under Phase II and would link the City Dock to the existing sidewalk along Campbell Drive and the Nolan Center.

Heritage Waterfront Walk

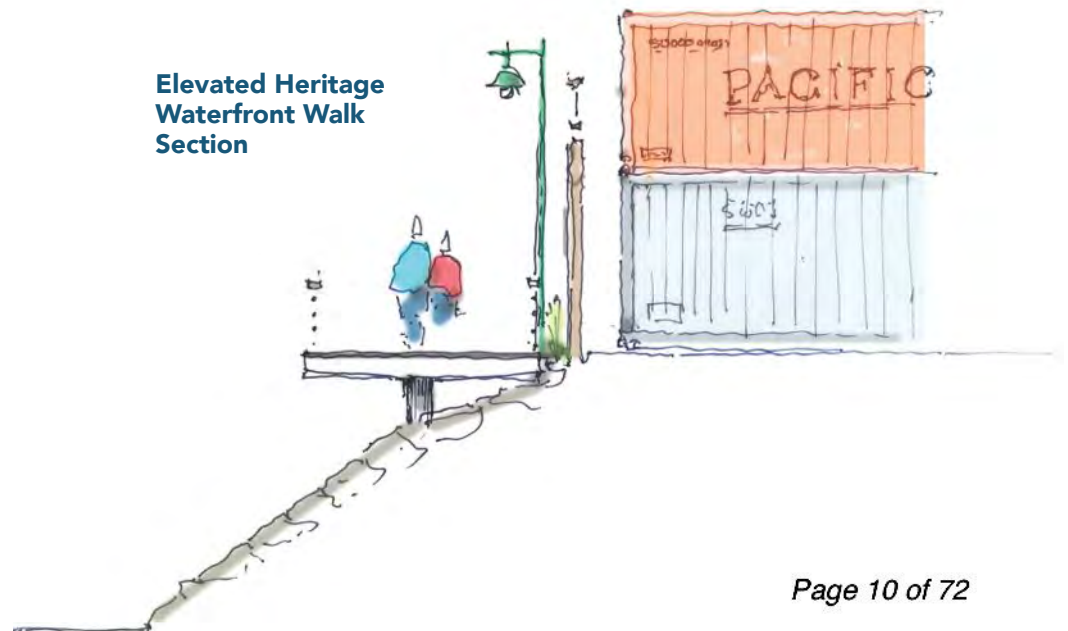
A pile supported "Heritage Waterfront Walk" located seaward of the existing freight yard planned under Phase II will include galvanized steel piles and pile caps, timber decking, architectural safety rails, benches, lighting and a timber fence to screen views looking towards the industrial work yard. The Heritage Walk would highlight Wrangell as a working coastal community through providing interpretive of its waterfront history and activities.

The existing sidewalk along Campbell Drive would be enhanced through widening and creating a design aesthetic that ties in with the Heritage Waterfront Walk and creates its own identity as a community destination.



Heritage Waterfront Walk Perspective

Elevated Heritage Waterfront Walk Section



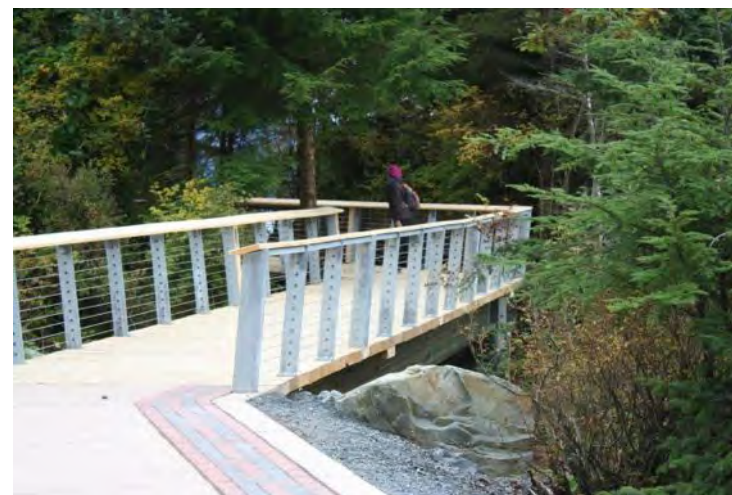
Water Access to Natural Beach

Landscaping would enhance this segment and pedestrian access provided to the adjacent waterfront through a series of stairs or ramps. While a majority of Wrangell's downtown waterfront is structured as a barrier for practical and safety reasons, the project location would provide a natural beach setting connecting the public access from the park/walkway edge to the water.

The existing armor rock environment would be enhanced through restoration of the waterfront to a natural beach (while maintain the needed engineered armored slope) that could be used by the public during mid-level and low tides. Access to the water's edge would allow for many enjoyable activities.



Sitka Seawalk: The proposed Wrangell Heritage Walk will have a similar look and feel.



Beach Access





Wrangell Waterfront Master Plan - Preferred
PHASE 2



Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated at \$3.72 million for Phase II. State and federal permits will be required for the proposed improvements contemplated under Phase II if the improvements extend beyond the high tide line (HTL).

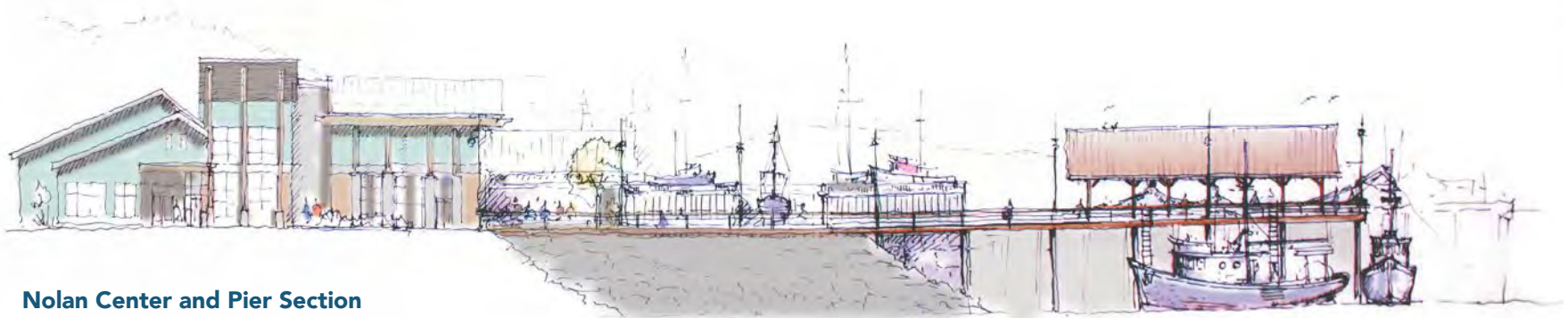
Phase II: Elevated Heritage Walk & Water Access to Natural Central Beach				
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$253,300
Elevated Heritage Walk, 12'x700'	SF	8,400	\$160	\$1,344,000
On Grade Heritage Walk, 16'x400'	SF	6,400	\$60	\$384,000
Heritage Walk & MSE Wall Safety Rails	LF	1,500	\$400	\$400,000
Beach Access Concrete Stairway with Railings	EA	2	\$100,000	\$200,000
Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$50,000
Construction Surveying	LS	All Req'd	\$150,000	\$30,000
Power and Lighting	LS	All Req'd	\$500,000	\$125,000
ESTIMATED CONSTRUCTION BID PRICE				\$2,786,300
CONTINGENCY (15%)				\$417,945
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$80,106
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$240,318
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$192,255
TOTAL RECOMMENDED PROJECT BUDGET				\$3,716,924

Phase III – Pier and Net Shed

Phase III represents a mid-term plan to develop a fishing pier, vessel mooring, and a net shed to better service the fishing fleet and provide a focal point on the downtown waterfront. A 60' x 120' pile supported timber pier with a 40'x100 timber net shed is planned under Phase III.

Pier

The pier will be constructed with galvanized steel piles and pile caps, timber decking, architectural safety rails and area lighting. The construction would permit vessels to moor and resupply at the downtown businesses and allow loading and unloading of gear from fishing vessels. This pier will provide local Wrangell residents and visitors alike an opportunity to interact with the waterfront and use it for recreation. Residents and visitors will be drawn to the pier to watch the activity, get over the water, and perhaps do some fishing from the pier. The net shed would provide the much needed gear sorting and net repair facility that is protected from the weather.



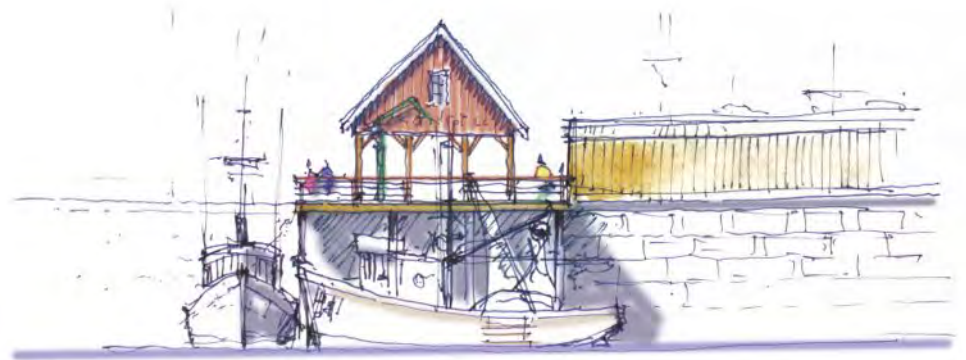
Nolan Center and Pier Section

Net Shed

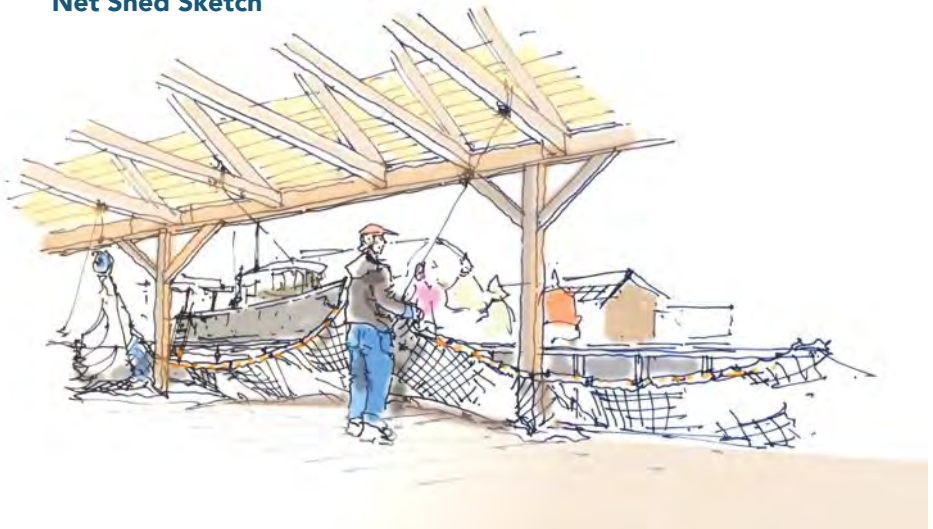
The net shed will serve as an iconic waterfront structure connecting the downtown community to the water in a traditional “wharf” configuration. Its proximity between the existing Marine Service Center, the Nolan Center and the proposed expansion of the waterfront, the net shed serves the working aspects of the fishing industry as a covered utility building that could be used for net repair, sorting gear and other related activities in a sheltered location, something the industry currently needs. The net shed will be constructed with heavy timber columns and trusses and will feature open walls to allow moving nets into the shed from vessels moored alongside.

The net shed will also become an important community space that could be used for festivals, celebrations, weddings and just enjoying the waterfront during lunch. Sitka’s net shed at Crescent Harbor serves the same purpose for both the fishing industry and public use and is a focal point of its waterfront. The building is an extension of the proposed Heritage Waterfront Walk. The building form connects back to historic Southeast Alaska waterfront architecture, which at one point defined most of our coastal communities town character. The design depicts strong, bold and symbolic forms that connects the land to the water and has a very practical use.

Pier Front



Net Shed Sketch



Sitka Net Shed. The proposed Wrangell net shed will have a similar look and feel.

Pedestrian Route

The pier and net shed will provide the focal point on the waterfront to the enhanced pedestrian axis route that runs in front of the Nolan Center and connects to the carving shed and cultural center on Front Street and thereby closing the loop of the heritage walk back to the downtown business district.





Wrangell Waterfront Master Plan - Preferred
PHASE 3



Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated at \$2.80 million for Phase III. State and federal permits will be required for the proposed improvements contemplated under Phase III.

Phase III: Pier & Net Shed				
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$190,500
Net Shed, 40'x100'	SF	4,000	\$100	\$400,000
Construction Surveying	LS	All Req'd	\$150,000	\$15,000
Pile Supported Timber Dock, 60'x120'	SF	7,200	\$200	\$1,440,000
Power and Lighting	LS	All Req'd	\$500,000	\$50,000
ESTIMATED CONSTRUCTION BID PRICE				\$2,095,500
CONTINGENCY (15%)				\$314,325
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$60,246
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$180,737
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$144,590
TOTAL RECOMMENDED PROJECT BUDGET				\$2,795,397

Phase IV – Gateway Park

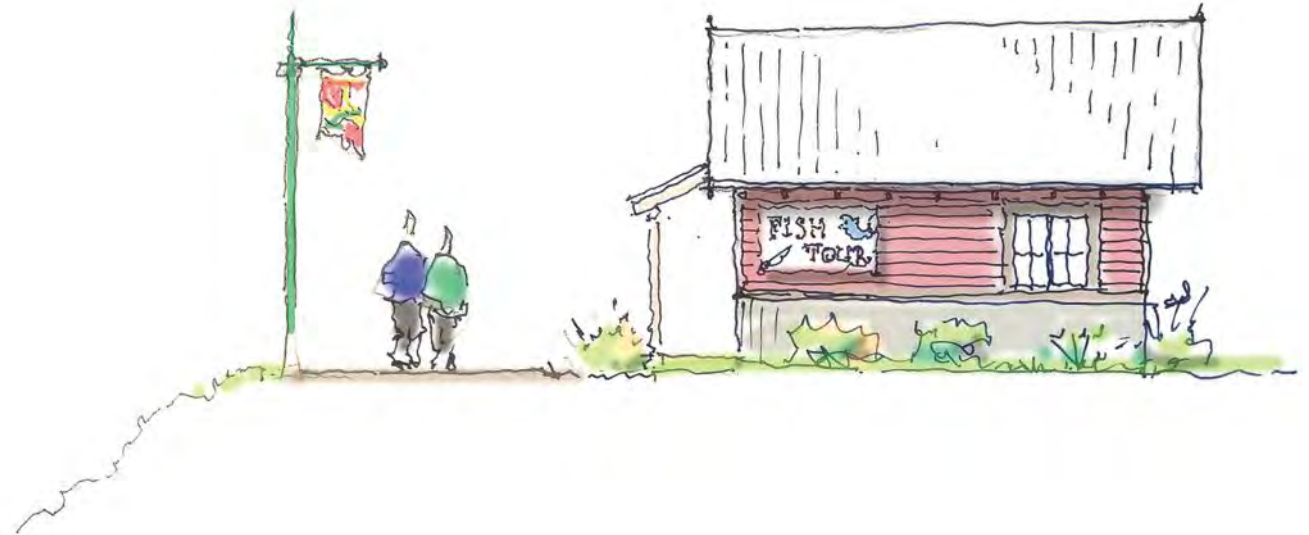
Phase IV represents the longer term plan completion of the Wrangell Waterfront build-out. Under Phase IV the barge/freight yard has been relocated to another site and a Gateway Park has been constructed in its place.

Move existing freight services

For nearly four decades, the community of Wrangell has been discussing moving its freight operations away from the downtown waterfront. While Wrangell residents are strong supporters of their local barge services and

operators, there is nearly unanimous and pointed agreement among officials and residents that participated in the waterfront master planning process that it is not the best use of prime waterfront real estate in the heart of the downtown. For this reason, the final phase of the project recognizes this sentiment and relocates the barge operations to a more appropriate location, thus freeing up this significant City owned property to be repurposed as Gateway Park.

Heritage Waterfront Building



Wrangell's Freight Yard



Gateway Park and Commercial Buildings

The gateway park will serve as an inviting entry to the community from the City Dock and be used by locals and visitors alike. The heritage walk constructed in phase two serves as the main pedestrian spine that the park fronts onto with small commercial buildings and a landscaped park in its interior. The park and commercial buildings would be similar in scale to the successful Homer Spit but linked by a stronger waterfront walk. A large centralized parking lot would be located on the park's perimeter creating a consolidated facility.

The Gateway Park has been identified as a major entry point into Wrangell's downtown business district and an entry point for the proposed heritage waterfront walk. The proposed phased removal of the current freight terminal location to a more practical location would

allow this important entry point to continue to grow its current use as a major public spaces both supporting seasonal vendors and as an introduction into the retail downtown area. Along the heritage waterfront walk, further expansion of waterfront commercial and retail opportunities would take advantage of the adjacencies to the heritage waterfront walk and public waterfront access.

With the relocation of the barge facility, Campbell Drive would no longer be required to meet the large vehicle needs of the freight yard and could be closed adjacent to the freight yard. There would be no impacts to Bob's IGA with the same access, service needs, and parking being maintained.

Heritage Waterfront Small Commercial Buildings





Wrangell Waterfront Master Plan - Preferred
PHASE 4

Costs

Total project budget including construction, 15% contingency and indirect costs for site investigations, design and contract administration has been estimated at \$4.05 million for Phase IV, exclusive of the costs to construct a new freight yard elsewhere. Minimal environmental permitting is anticipated for the park since it is located within established uplands. Typical state utility permits and plan reviews can be expected.

Phase IV:		Barge Terminal Deletion & Gateway Park		
Item Description	Units	Quantity	Unit Cost	Total Costs
Mobilization	LS	All Req'd	10%	\$275,800
Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$900,000	\$900,000
ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000
Screen Fence	LF	1,200	\$150	\$108,000
Concrete Sidewalks and Plazas	SF	30,000	\$20	\$300,000
Drainage Improvements	LS	All Req'd	\$350,000	\$175,000
Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$175,000
Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$200,000
Construction Surveying	LS	All Req'd	\$150,000	\$75,000
Power and Lighting	LS	All Req'd	\$500,000	\$125,000
ESTIMATED CONSTRUCTION BID PRICE				\$3,033,800
CONTINGENCY (15%)				\$455,070
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)				\$87,222
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)				\$261,665
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)				\$209,332
TOTAL RECOMMENDED PROJECT BUDGET				\$4,047,089

Total Costs of the Preferred Master Plan

WRANGELL WATERFRONT MASTER PLAN						Phase 1	Phase 2	Phase 3	Phase 4	
PREFERRED MASTER PLAN						Marine Service Yard Expansion Fill & MSE Wall	Elevated Heritage Walk & Water Access to Natural Central Beach	Pier & Net Shed	Barge Terminal Deletion & Gateway Park	
BUDGET LEVEL ESTIMATE										
April 3, 2015										
Item	Item Description	Units	Quantity	Unit Cost	Amount					Subtotals
1	Mobilization	LS	All Req'd	10%	\$1,043,800	\$324,200	\$253,300	\$190,500	\$275,800	\$1,043,800
2	Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$900,000	\$900,000				\$900,000	\$900,000
3	Shot Rock Borrow - Intertidal Fill	CY	45,000	\$20	\$900,000	\$900,000				\$900,000
4	Armor Rock	CY	4,000	\$60	\$240,000	\$240,000				\$240,000
5	Concrete Block MSE Wall	SF	10,000	\$90	\$900,000	\$900,000				\$900,000
6	ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000				\$700,000	\$700,000
7	Elevated Heritage Walk, 12'x700'	SF	8,400	\$160	\$1,344,000		\$1,344,000			\$1,344,000
8	Screen Fence	LF	1,200	\$150	\$180,000	\$72,000			\$108,000	\$180,000
9	On Grade Heritage Walk, 16'x400'	SF	6,400	\$60	\$384,000		\$384,000			\$384,000
10	Heritage Walk & MSE Wall Safety Rails	LF	1,500	\$400	\$600,000	\$200,000	\$400,000			\$600,000
11	Beach Access Concrete Stairway with Railings	EA	2	\$100,000	\$200,000		\$200,000			\$200,000
12	Concrete Sidewalks and Plazas	SF	30,000	\$20	\$600,000	\$300,000			\$300,000	\$600,000
13	Net Shed, 40'x100'	SF	4,000	\$100	\$400,000			\$400,000		\$400,000
14	Drainage Improvements	LS	All Req'd	\$350,000	\$350,000	\$175,000			\$175,000	\$350,000
15	Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$350,000	\$175,000			\$175,000	\$350,000
16	Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$300,000	\$50,000	\$50,000		\$200,000	\$300,000
17	Construction Surveying	LS	All Req'd	\$150,000	\$150,000	\$30,000	\$30,000	\$15,000	\$75,000	\$150,000
18	Pile Supported Timber Dock, 60'x120'	SF	7,200	\$200	\$1,440,000			\$1,440,000		\$1,440,000
19	Power and Lighting	LS	All Req'd	\$500,000	\$500,000	\$200,000	\$125,000	\$50,000	\$125,000	\$500,000
ESTIMATED CONSTRUCTION BID PRICE					\$11,481,800	\$3,566,200	\$2,786,300	\$2,095,500	\$3,033,800	\$11,481,800
CONTINGENCY (15%)					\$1,722,270	\$534,930	\$417,945	\$314,325	\$455,070	\$1,722,270
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS					\$330,102	\$102,528	\$80,106	\$60,246	\$87,222	\$330,102
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$990,305	\$307,585	\$240,318	\$180,737	\$261,665	\$990,305
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$792,244	\$246,068	\$192,255	\$144,590	\$209,332	\$792,244
TOTAL RECOMMENDED PROJECT BUDGET					\$15,316,721	\$4,757,311	\$3,716,924	\$2,795,397	\$4,047,089	\$15,316,721
Note: Cost of commercial buildings is not included.										

Economic Impact Analysis of Master Plan Build-out

The various elements of the waterfront plan build out will each have their own associated economic impacts. Altogether, the development of the facilities into the master plan expected to attract an additional \$1.2 to \$2.0 million in increased economic activity to Wrangell on an annual basis.

Economic Impact of Marine Service Yard Expansion

Based on interviews with key officials involved with the Wrangell Marine Service Center, on average, boat owners that store their vessels in Wrangell incur expenses in several categories while located in Wrangell for work associated with their boat.

Boat supplies, including paint, fuel, and other essentials are approximately \$2,000 per vessel. Boat storage is \$156 per month. Boats are in the water between May and August, so that the storage fee is \$1,248 per vessel. Boats are normally connected to electrical power during storage to keep moisture at a minimum, which is an additional \$240 per vessel per year. Boat security is an additional option that approximately half of the boats in storage in the Marine Service Center opt to use. The average cost of having someone take care of a boat in storage is \$840 per boat. Boat hauling costs an

additional \$40. During the 21 days in which vessel owners are in Wrangell (on average) for associated boat activities, they spend an average of \$46.50 on food and beverages per day. The cost for accommodations during those 21 days is estimated at \$295.50 per person per year. This assumes that boat owners will stay on their boat for 14 days, which is currently the maximum stay permitted by the City and Borough of Wrangell.

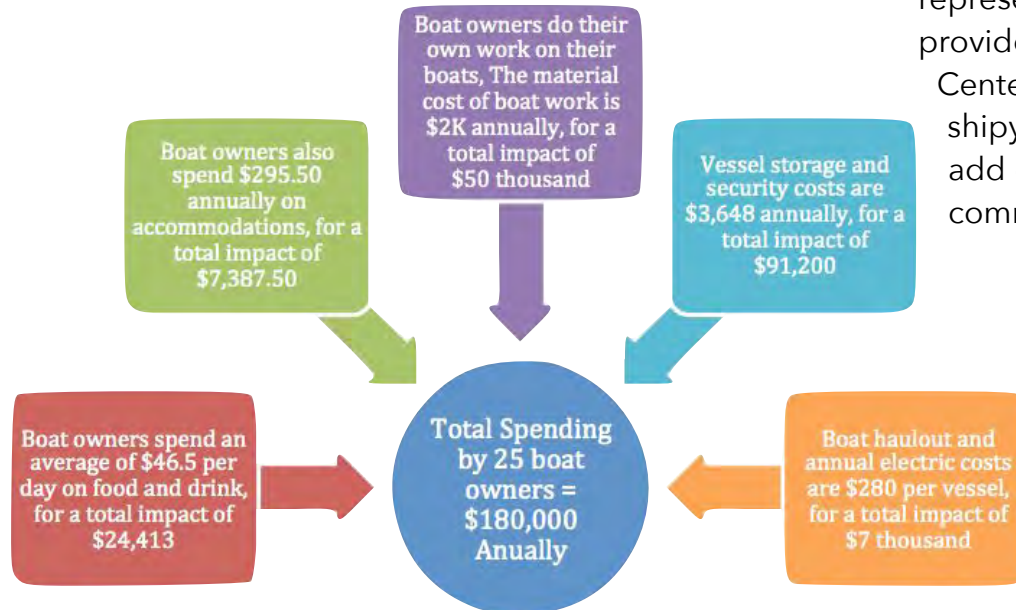
Based on these assumptions, visitors who come to Wrangell to store their boats generate an estimated \$7,200 per person in economic activity. Since the Wrangell Waterfront Master Plan will develop space for an additional 25 vessels, the economic impact of the build out will be \$180,000 annually.

Average Total Spending: Boat Owners Storing Vessels in the Wrangell Marine Service Center, Annually

Spending Category	Annual Expenditures
Supplies	\$2,000
Storage	\$1,248
Hauling	\$60
Electricity	\$240
Vessel Security	\$2,400
Food & Beverages	\$975.50
Accommodations	\$295.50
Total cost per person per year	\$7,200
Income generated by 25 boats annually	\$180,000

A second possibility is that the new area developed under the Wrangell Waterfront Plan in the Marine Service Center will create new space for 10 new boats to be stored, as well as opening up 10 new service stations. Assuming each service station generates \$10,000 in annual work (including time and materials) this option would create \$100 thousand in economic activity associate with the new workstations, as well as \$72 thousand through spending by boat owners in conjunction with boat storage for 10 boats. Altogether this option would create \$172 thousand in economic activity in Wrangell on an annual basis.

In addition, expansion of the Marine Service Center represents an opportunity gain for the community. It provides the ability for the Wrangell Marine Service Center to continue to grow, in turn permitting the shipyard to continue to to be able to attract talent, add employees, and to be an economic engine of the community.



Economic Impact of developing Gateway Park and Heritage Seawalk

By improving the attractiveness and pedestrian access to the waterfront, Wrangell will also be able to attract additional visitors to the community. Moreover, the commercial buildings planned in Gateway Park as part of the Waterfront Plan would bring additional visitor products and options to arriving tourists. While it is difficult to determine the total potential of this change, the below analysis assumes that this dramatic change to the waterfront will grow the visitor industry by 35%. However, some local businesses feel that this is a conservative number, and should be 50% higher or more.

Between 2011 and 2014, the number of summer tourists to Wrangell grew by 26% as the national recession has begun to abate, reversing an earlier decline on tourism. This trend is expected to continue. Assuming the number of visitors arriving in Wrangell continues to increase by 19% over current levels, a 35% increase over those levels, the new waterfront development would attract an additional 6,140 tourists to Wrangell each year.

Not only would more visitors be attracted, but they would have more spending opportunities. Assuming that the new businesses in Gateway Park would cause each visitor to spend \$25 more per person per trip, an

annual impact of \$1.8 million in visitor spending would be expected (excluding inflation).

Assumption 1: 35% New Summer Visitors to Wrangell Attracted by Gateway Park and Heritage Seawalk Development

Visitor Type	New Visitors Attracted	New Annual Expenditures
Total New Visitors	6,140	\$1.8 million
Cruise Passengers	3,500	\$498,000
Yachters	546	\$141,000
Visitors by Air	1,254	\$734,600
Ferry	840	\$418,900

New spending opportunities would also include rentals of the new net shed for outdoor events, such as weddings and festivals. Assuming a \$200 per rental fee (similar to the small conference room at the Nolan Center) and 10 to 20 annual rentals – the net shed could bring in \$2,000 to \$4,000 per year.

This additional level of visitor spending would add an additional 34 annual average visitor industry jobs to Wrangell and \$590,000 in additional annual earnings (inflation excluded). While this type of growth in the

visitors industry might seem dramatic, it would still mean that the community of Wrangell would have a smaller visitor industry as a percent of all industry than the region as a whole.

If, on the other hand, a more conservative estimate of the impact of the Wrangell Waterfront Plan of a 20% increase and \$20 in addition per person spending opportunities would be expected, the impact to annual visitor spending would be \$1 million in new revenue to Wrangell on an annual basis.

**Assumption 2: 20% New Summer Visitors to
Wrangell Attracted by Gateway Park and
Heritage Seawalk Development**

Visitor Type	New Visitors Attracted	New Annual Expenditures
Total New Summer Visitors	3,500	\$1.0 million
Cruise Passengers	2,000	\$274,570
Yachters	312	\$79,100
Visitors by Air	717	\$416,200
Ferry	480	\$237,000

The Process

The following pages summarize the process, analysis and master plans developed with the public over a three month period that led to the creation of the adopted preferred master plan on the previous pages.

The project team developed a process for the Wrangell Waterfront Master Planning effort that began with a review of past planning initiatives, and an analysis of the Wrangell economy to ensure that the resulting plan would have the maximum benefit for the community.

This project included significant public involvement to engage the community and allow input and help direct the waterfront planning effort. Stakeholders and members of the public were invited to four public meetings, two three-day open house events, integrated design charrettes, and stakeholder meetings. Public outreach was conducted to ensure maximum public participation. Initially, eight master plan alternatives were developed in response to local visions for the waterfront. Based on stakeholder and public feedback, these were narrowed down to three master planning options. Finally, based on the community input and prioritization from the three master plans, along the construction cost estimates, initial plans were distilled into a single Preferred Wrangell Waterfront Master Plan. Each of these designs are presented in this document.

Economic Analysis

The City and Borough of Wrangell—located on Wrangell Island near the Stikine River—represents approximately three percent of total population, jobs, and earnings for Southeast Alaska. The community of Wrangell has restructured its economy and identity many times over the years, and is in the process of doing so again. By the early 1990's timber industry jobs accounted for twenty percent of Wrangell's workforce, and nearly a third of all direct local wages. When the Alaska Pulp Company sawmill closed in 1994, the local economy was devastated. During the same period, salmon prices tumbled reducing the value of the area's commercial fisheries, and community's largest seafood processor filed bankruptcy in 1998. Between 1994 and 2006, the population of the community fell by 18% (losing more than 500 residents).

Immediately the community set about enhancing its locally-based seafood and marine services sector. Through twenty years of concentrated efforts, systematically obtaining and strategically using funding, and an unwavering focus on long-term goals, the community of Wrangell is emerging from this economic devastation intact, and is in many ways a shining example of for the region. Maritime now accounts for half of the private economy, and it is not only the maritime sector that has benefited.

Wrangell By the Numbers

CHANGES IN THE ECONOMY 2010 - 2013

Sources: Alaska Department of Labor 2013 Employment & Wage data 2012 US Census Nonemployer (self-employment) Statistics; Cruise Line Agencies of Alaska; McDowell Group; US Bureau of Transportation Statistics (RITA); Alaska Marine Highway System; Annual Electric Power Industry Report; ADF&G Southeast Alaska Commercial Seafood Industry Harvest and Ex-Vessel Value Information; Datasets provided by the City and Borough of Wrangell included the following: Yacht activity, Hotel room transient tax data, Cruise ships port of call schedule, etc. Maritime Includes Fishing & Processing, Marine Transportation, Ship Building & Repair, Marinas & Boat Dealers, & Marine Construction.

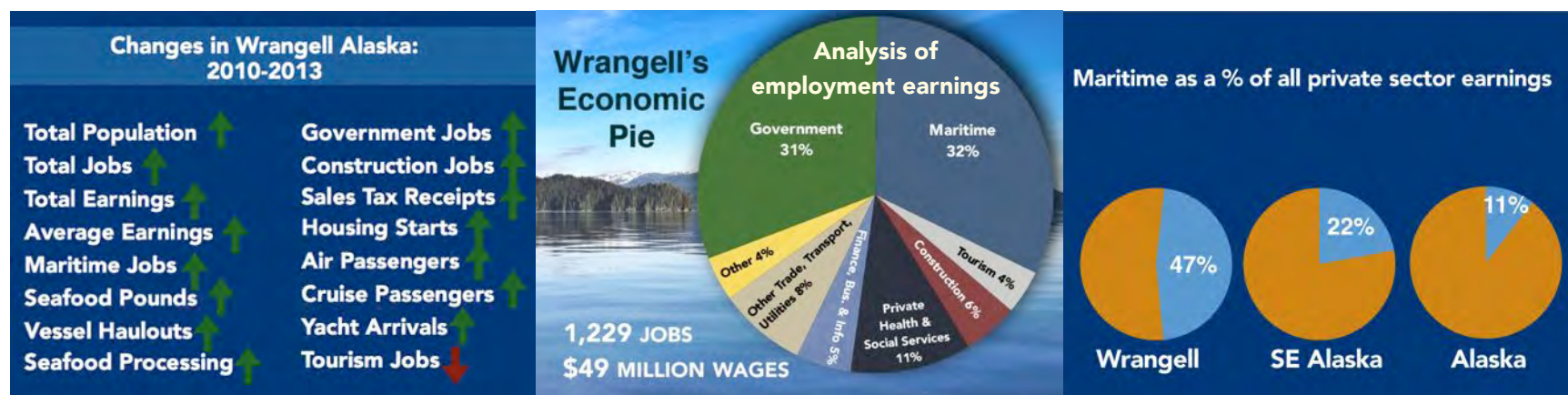
Demographics	2010	2013	% Change
Wrangell Population	2,369	2,456	4%
65 to 79 year olds	299	346	16%
Median Age Wrangell (AK is 34.3)	46.4	47.0	1%
K-12 Students	312	270	-13%
Under 10 year olds	265	295	11%
General Economic Conditions	Including Self-Employed Total Jobs = 1,229 Total Workforce Earnings = \$49 million		
Wage and Labor Employment (excludes self-employment)	812	859	6%
Wage and Labor Payroll (excludes self-employment)	\$28,105,755	\$32,250,390	15%
Wage and Labor Average Wage (excludes self-employment)	\$34,613.00	\$37,544.11	8%
Annual Unemployment Rate (2011-2013)	8.8%	8.9%	1%
Maritime Economy	Top Sector: 33% of employment earnings Total Jobs = 299 (includes self employed) Total Workforce Earnings = \$15.8 million		
Seafood Processing + Mariculture Jobs (excludes self employed)	84	97	15%
Processing + Mariculture Earnings (excludes self employed)	\$2,967,150	\$3,610,114	22%
Other Maritime (Boatbuilding, tourism, etc) (excludes self employed)	13	21	62%
Other Maritime earnings (excludes self employed)	\$371,825	\$680,805	83%
Total Seafood Processing Workers	332	372	12%
Vessel Haulouts	210	250	19%
Port of Wrangell: Total Seafood Pounds	4,932,410	10,570,760	79%
Port of Wrangell: Total Seafood Value	\$9,271,150	\$14,278,104	12%
Commercial Fishing	Total Commercial Fishermen 2012 = 181 Fishermen Earnings 2012 = \$11.5 million		
Government	Public Sector: 31% of all employment earnings Total Jobs = 325 Total Workforce Earnings = \$15.3 million		
Total Government Employment	318	325	2%
Federal Employment	58	50	-14%
State Employment	23	25	9%
City and Tribal Employment	236	250	6%
Total Government Payroll	\$14,148,023	\$15,246,007	8%
Visitor Industry	Key Industry: 8% of all jobs (4% of all employment earnings) Total Jobs = 100 Total Workforce Earnings = \$1.7 million		
Visitor Industry Employment (excludes self employed) SEAK increase is 14%	88	85	-3%
Total Visitor Industry Wages/Earnings (excludes self employed)	\$1,413,226	\$1,461,237	3%
Passenger Arrival via Jet, Cruise, Ferry	21,781	26,761	23%
Alaska Airline	10,587	11,485	8%
Large Ship plus Small Ship	3,869	8,096	109%
Alaska Marine Highway System	7,325	7,180	-2%
Yacht Arrivals (increases in length, average days)	310	324	5%
Average yacht length	46.4	50.2	8%
Total Transient Tax (6% per room night)	\$27,493	\$46,157	68%
Other Selected Statistics	2010	2013	% change
Sales Tax Receipts	\$2,196,229	\$2,483,505	13%
Assessed Values	\$121,950,067	\$134,366,782	10%
Housing Starts	3	4	33%
Total MWh sold in Wrangell (2009-2012)	27,016	35,192	30%

Today, Wrangell is one of Southeast Alaska's fastest growing communities. With some of the lowest electrical rates in the State, the highest school district test scores, a reemerging visitors industry, and a high level of entrepreneurship (nearly a third of all workers are self-employed), Wrangell continues to move in a positive direction.

The analysis of Wrangell's economic indicators showed that the economic tide of the community turned in 2006, and between 2010 and 2013, nearly every economic indicator was up. In that period, population increased by 4%, jobs increased by 6%, total workforce earnings increased by 15%, total seafood pounds landed increased by 79%, sales tax receipts increased by 13%, and passenger arrivals increased by 23%.

Altogether, there were 1,229 jobs in Wrangell in 2013 with \$49 million in associated wages. This pie chart looks at the local economy in terms of wages. In 2013, maritime related wages (mostly the seafood industry) accounted for nearly a third of all workforce earnings, and accounted for more income than all government jobs combined.

The waterfront is clearly critical to Wrangell's economy. The Wrangell maritime sector (mostly seafood industry related) directly accounts for 47% of all employment-related income in Wrangell's private sector. In Southeast Alaska - maritime accounts for 22% of all employment earnings, while in Alaska as a whole - it accounts for 11% of the private sector earnings. While this is substantial, it is less than a quarter of Wrangell's percentage.



Public Process

A focus on public participation and working in Wrangell helped shape a strong community understanding of this the waterfront planning goals, and directed the creation of the resulting Preferred Plan.

The Public

Four public meetings were conducted as part of the Wrangell Master Waterfront Plan process. The Wrangell Waterfront team came to Wrangell for two four-day sessions. Each session included two public meetings organized in a workshop format, a three-day open house at the Nolan Center, and targeted meetings with specific stakeholder groups and individuals. A key step in the design process is an integrated design charrette. The purpose of the charrette, intensive public design workshops, was to develop a vision and plan for the Wrangell waterfront. The workshop format was predicated on an participatory iterative process, where attendees are required to participate and contribute to the discussion.

In order to maximize participation, the meetings were announced in the Wrangell Sentinel, through a series of Public Service Announcements on Stikine River Radio (KSTK 101.7 FM), through a series of Facebook posts on the Wrangell Community Board, through event posters placed around the community, through Constant

Contact and individual emails, and through announcements on the following websites: City and Borough of Wrangell webpage and Facebook pages, Wrangell Chamber Facebook pages, and on the Wrangell Waterfront Master Plan Project Blog site and prior to each public meeting. Meeting materials were also made available at the City Hall as well as the Harbormaster's office. Turnout ranged from 31 to 45 community members at each of the meetings. More than 100 people were involved into the process.

Stakeholder Committee

Engagement took place with the Stakeholder Committee thorough email, individual interviews, and meetings as part of the Wrangell Waterfront Master Plan process. Representing a broad spectrum of interests, the different groups consistently identified common concerns which are reflected in the draft Wrangell Waterfront Master Plan.

Stakeholder Committee Membership: Terri Henson Nolan Center, Cyni Waddington Wrangell Chamber of Commerce Executive Director, Julie Decker City and Borough of Wrangell Assembly, Corree Delabruue Wrangell Convention and Visitor Bureau Chair, Greg Meissner Harbor Master, Carol Rushmore City and Borough of Wrangell Economic Development Director, John Martin Port Commission

Wrangell Chamber of Commerce Meeting

Attendees: Amber Hommel Chamber Secretary, Kim Lane Commerce President, Kris Reed Chamber Member, Cyni Waddington Chamber Executive Director, John Waddington Chamber Member, Shawna Buess Chamber Assistant, Ray Keith Chamber Member, Patrick Mayer Chamber Member.

Wrangell Convention and Visitors Bureau Meeting

Attendees: Corree Delabruie Convention and Visitors Bureau Chair, Brenda Yeager Convention and Visitors Bureau, Nancy Delpero Convention and Visitors Bureau, Terri Henson Nolan Center, Carol Rushmore City and Borough of Wrangell Economic Development Director



Ports and Harbors Commission Meeting

Attendees: Walter Moorhead Port Commission, Clay Hammer Port Commission, Dave Silva Port Commission, John Martin Port Commission, John Yeager Port Commission, Rudy Briskar Planning and Zoning Committee, Chuck Jenkins, Greg Meissner Harbormaster



Economic Development Committee Meeting

Attendees: Julie Decker Chair Economic Development Committee Chair, Marlene Clark Economic Development Committee, Kaleigh Holm, Marine Industry Coordinator Southeast Conference, Carol Rushmore Economic Development Director City and Borough of Wrangell, Greg Meissner Harbormaster, Terri Henson Nolan Center

Assembly Presentations

Meetings: The teams attended two Wrangell Assembly Meetings for the purpose of providing project updates and responding to any questions the assembly might have: January 13 & February 24, 2015.



Additional Stakeholder Meetings and Open Door Workshops

Teri Henson Nolan Center, Greg Meissner Harbormaster, Rudy Briskar Planning and Zoning Committee, Brenda Schwartz Yeager Convention and Visitors Bureau, Keith Appleman Citizen, Brian Ashton, Cyni Waddinton Chamber, Julie Decker Wrangell Assembly, Marlene Clarke Economic Development Committee, Steve Prysunka Wrangell Assembly, Ron Rice Samson Barge and Tug, Kim Fisher Citizen, Bill Goodale Stikine Inn owner, Apryl Hutchinson secretary and treasurer of the Wrangell Cooperative Association



Development of Concepts and Options

Below is a summary of the public exercises that occurred during the meetings combined with public feedback from the January 12th public meeting.

What Do You Most Like About Wrangell's Waterfront

View/Open Space - (24 comments)

People like having access to the waterfront, as a place to have lunch, take in the view, watch sea life. They enjoy the aesthetics and the existing green space with benches. People are using and enjoying these areas.

Working Waterfront - (19 comments)

Wrangell residents enjoy their identity of having a "working waterfront". It's a "working town, not fake". The Wrangell waterfront is "open for business." The Marine Service Center combined with seafood, etc.

Accessible/Location - (19 comments)

Wrangell's waterfront is accessible from downtown, and provides easy access between the ocean and the community. Items marked as accessible included cruise ship docks, stores, services, restaurants, hotel, hardware

stores, fisheries, visitor services, ferry, boat docks, Nolan Center, & downtown. Everything is within reach.

Diverse - (9 comments)

Wrangell's diversity in waterfront uses is valued by Wrangell's residents. Wrangell's waterfront has "a mix of waterfront infrastructure, which includes a working waterfront, green space & public docks." There is "room for multi-use tourism and marine industries."

Culture - (5 comments)

Wrangell's waterfront history, museum, petroglyphs, Fort Wrangell, and Chief Shakes Island.



Updates - (1 comments)

Work to date on waterfront has been great.

What Do You Least Like About Wrangell's Waterfront

Lack of Open Space/Aesthetics - (16 comments)

Many people commented that there is not enough green or public space on the waterfront, and that too much industry on the waterfront is not aesthetically pleasing. Clutter and shabby areas need to be addressed.

Barge Operations/Containers Not Compatible - (14 comments)

Residents remarked that the freight yard is not the best use of the prime real-estate waterfront area in which it is located. In its current location, there is a mix of activities on the waterfront that don't work well together. Tour and local traffic competing with barge for space. Dust from the yard in the summer is undesirable. Discussions regarding moving these facilities have been happening for 20 years.

Marine Center Needs Not Being Met/Too Crowded - (11 comments)



The Marine Services Center does not have enough room to currently serve its needs, especially in the summer months. There is need for more space.

Lack of Pedestrian Connectivity - (9 comments)

Access along the waterfront for pedestrians should be expanded. Way-finding for visitors needs to be added.

Dog Issues - (4 comments)

Dog poop issues detract from enjoyment of existing green space. There is also some concern regarding unleashed dogs.

Need for More Diversity - (4 comments)

The waterfront should be more economically and/or culturally diverse. There shouldn't be too much dependence on a single industry.

Lack of Locations to Grow Commercial Economy (Especially for Visitor Industry) -

(4 comments)

There are not sufficient waterfront locations to support local marine tourism ventures. Visitor industry connected to the waterfront currently does not have the ability to expand and add businesses and grow jobs. Area is too crowded for new growth.

Weather Issues - (2 comments)

Lack of sheltered areas.

Lack of Access - (2 comments)

No beach access, ability to swim/fish in water.

What would be your desired priorities for the site

Open Space/Green Space

(20 comments)

Create additional green space, public space, or green belt along waterfront. Retain picnic tables and benches. Clean up existing space



Expand Marine Service Center - (16

comments)

Create more space for the existing Marine Service Center.

Move Barge Lines/Change Use - (13

comments)

Create more space downtown by moving barges outside of downtown area. Address barge congestion.

Pedestrian Access/Seawalk - (11

comments)

Make waterfront more pedestrian friendly with increased public access in the form of a pedestrian walkway/boardwalk. Allow businesses to use. Make signage. Make this bicycle friendly. Interpretation and public art activities could include sea life sculptures and cut outs of fishing boats.

Special Facilities - (8 comments)

Two mentions for an aquarium, two for a vocational education center, one for dedicated wooden boat facility, one for enclosed spaces for artists, one for ice skating rink. Local Pier for fishing.

More Storage for Boats, Vessels, Containers - (5 comments)

Increase storage for boats (that are not currently being worked on in the Marine Service Center), equipment, containers, and fisheries needs.

Expand Visitor Industry - (7 comments)

Create more dock space for visitor excursions, interpretive signage, as well as increased visitor areas on waterfront.

Highlight Local Seafood with Restaurants and Access to Seafood - (5 comments)

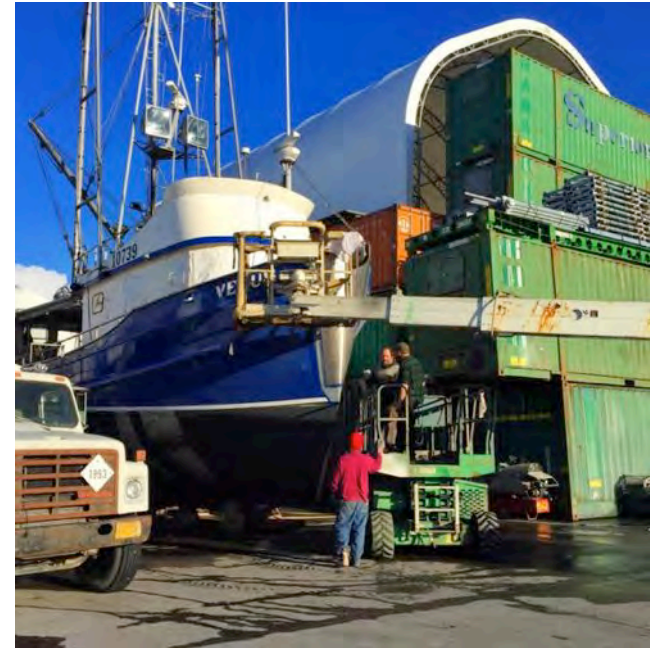
Despite the seafood economy, there are few opportunities to eat fresh seafood in Wrangell. Wrangell should showcase its world class seafood.

Add New Transient Dock, Summer dock - (5 comments)

Increase access to downtown from water. Provide access for summer fisheries, recreation and yacht traffic.

Other (4 comments)

Cultural/Historical. Increased Car Parking, Covered Shelters, Bicycle Rentals



Project Contacts

Altogether, more than 100 Wrangell residents and stakeholders were involved in the process of developing the Wrangell Waterfront Master Plan, attending public meetings, submitting comments during the planning process, or acting as a stakeholder in the process and communicating with the planning team electronically. These individuals are listed below:

Aaron Powell	Carl Johnson	Dorothy Hunt-Sweat	Keith Appleman	Patrick Mayer
Alan Reeves	Carol Rushmore	George Benson	Ken Lewis	Paul Southland
Amber Al-Haddard	Chere Klein	Georgianna Buhler	Kim Covalt	Ray Keith
Amber Hommel	Chris Hatton	Gig Decker	Kim Fisher	Rebecca Smith
Andy Degner	Christie Jamieson	Greg McCormack	Kim Lane	Rhonda Dawson
Angie Eldred	Christina Florschutz	Greg Meissner	Kris Reed	Rick Martin
Ann Knameo	Cheryl Goodale	Guadalupe Rogers	Laura Minski	Ron Rice
Anne Morrison	Chuck Jenkins	Jake Harris	Lee Burgess	Ruby McMurren
Apryl Hutchinson	Clay Hammer	James Edens	Leslie Cummings	Rudy Briskar
Becky Rooney	Corree Delabrue	Jamie Roberts	Loretta Rice	Samantha Olsen
Bernie Massin	Cyni Waddington	Jeff Jabusch	Lupe Roger	Shawna Bunes
Betty Keegan	Dan Rudy	Jeremy Maxand	Mark Mitchell	Stephen Prysunka
Bill Goodale	Daniel Blake	John Jensen	Mark Walker	Terri Henson
Bill Privett	Dave Nagle	John Martin	Marlene Clarke	Tim Sawyer
Bob Prunella	Dave Silva	John Taylor	Marie Shiply	Timothy Gillen Sr.
Bob Robbins	Dave Jack	John Waddington	Maxlyn	Valerie NihEideain
Bobby Robbins	David Powell	John Yeager	Wiederspohn	Vivian Prescott
Bob Dalrymple	David Svendson	Joy Prescott	Megan Talbut	Walter Moorhead
Bob Maxand	Dianne O'Brien	Julie Decker	Michael Brown	William Willard
Brenda Yeager	Dick Somerville	Katarina Sostaric	Nancy McQueen	
Brian Ashton	Don Sam	Kate Thomas	Nancy Delpero	
Bruce McQueen	Donald McConachie	Kay Jabusch	Pam McCloskey	

Eight conceptual master plans for Wrangell's waterfront

Based on the public input and priorities, the design team developed eight concepts with the assistance of the community during a three-day community open house and design charrette. The eight master plans were presented to the public on January 14th, 2015 to receive input and comments. The following presents the highlights of each master plan and the community's response to each.

Master Plan A: No Fill Option

Improvements shown on this plan was restricted to the existing uplands and did not include the development of new land through the addition of fill into the adjacent ocean. This plan included two phases of development.

Phase one elements included:

- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard
- Minor pedestrian and landscape improvements along Campbell Drive
- Extending the pedestrian route from the Nolan Center to the rear of the building to Silvernail Drive and the

edge of the marine service yard to create a marine interpretive route

Phase two elements included:

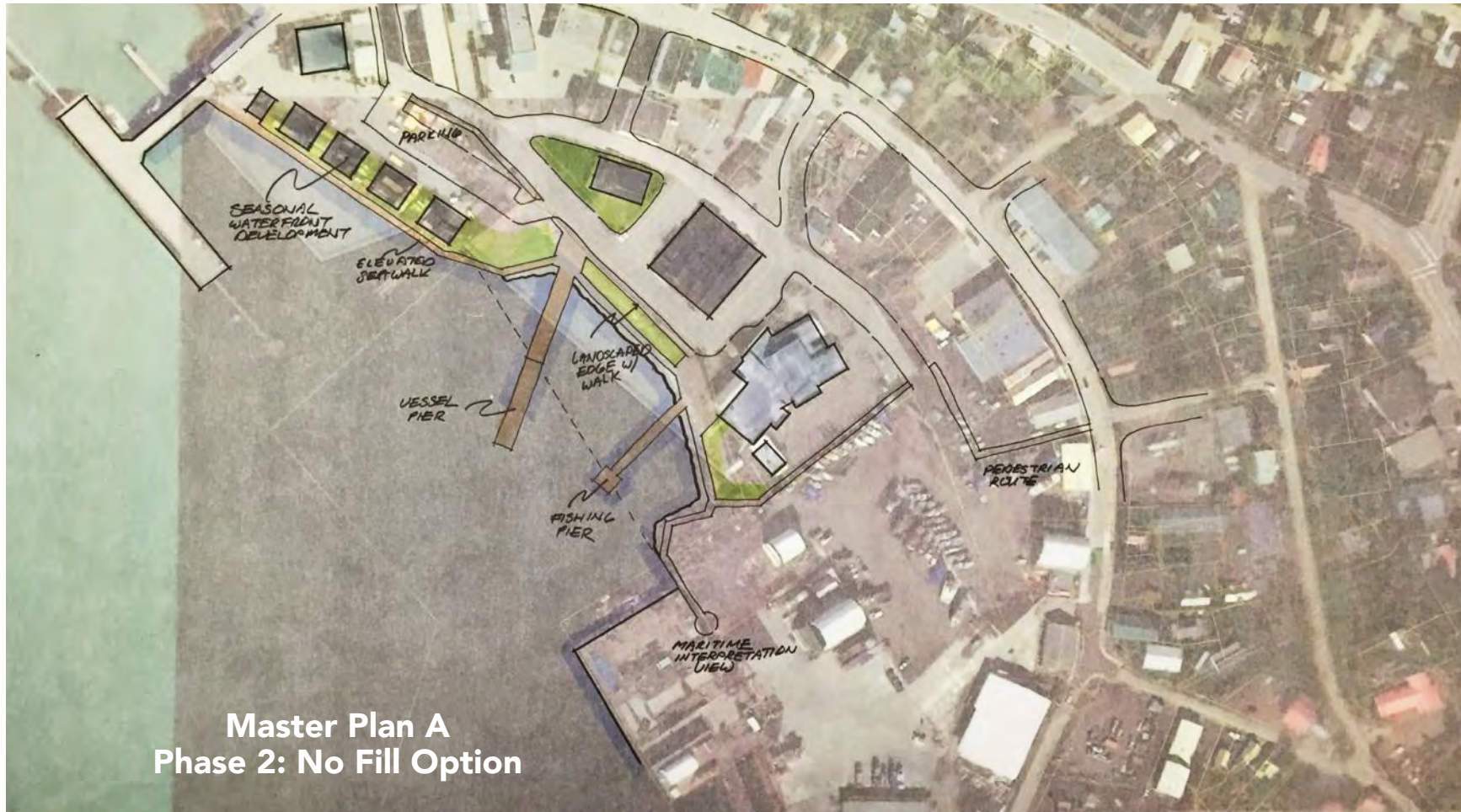
- Relocation of the barge service yard to another location and the creation of small commercial development, parkland and parking in the former barge service yard.
- Creation of a small vessel float off of Campbell Drive
- Development of a fishing pier adjacent to the Nolan Center

Public Response:

While the most economical option due to not including fill as part of the project, this was largely discounted as not providing enough of needed facilities and priorities. Many supported the eventually relocation of the barge service yard and creation of public and commercial space. There was some interest in the fishing pier and the vessel float but believed the costs of these facilities could be a limiting factor.



Master Plan A
Phase 1: No Fill Option



Master Plan B: Max Fill, Expansion of All Industrial Services

This plan maximized the working waterfront and allowed for the expansion of existing marine and barge services while creating a centralized green space. This plan utilized the full build out of the fill permit and included two phases of development.

Phase one elements included:

- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard
- Minor pedestrian and landscape improvements along Campbell Drive
- Extending the pedestrian route from the Nolan Center to the rear of the building to Silvernail Drive and the edge of the marine service yard to create a marine interpretive route

Phase two elements included:

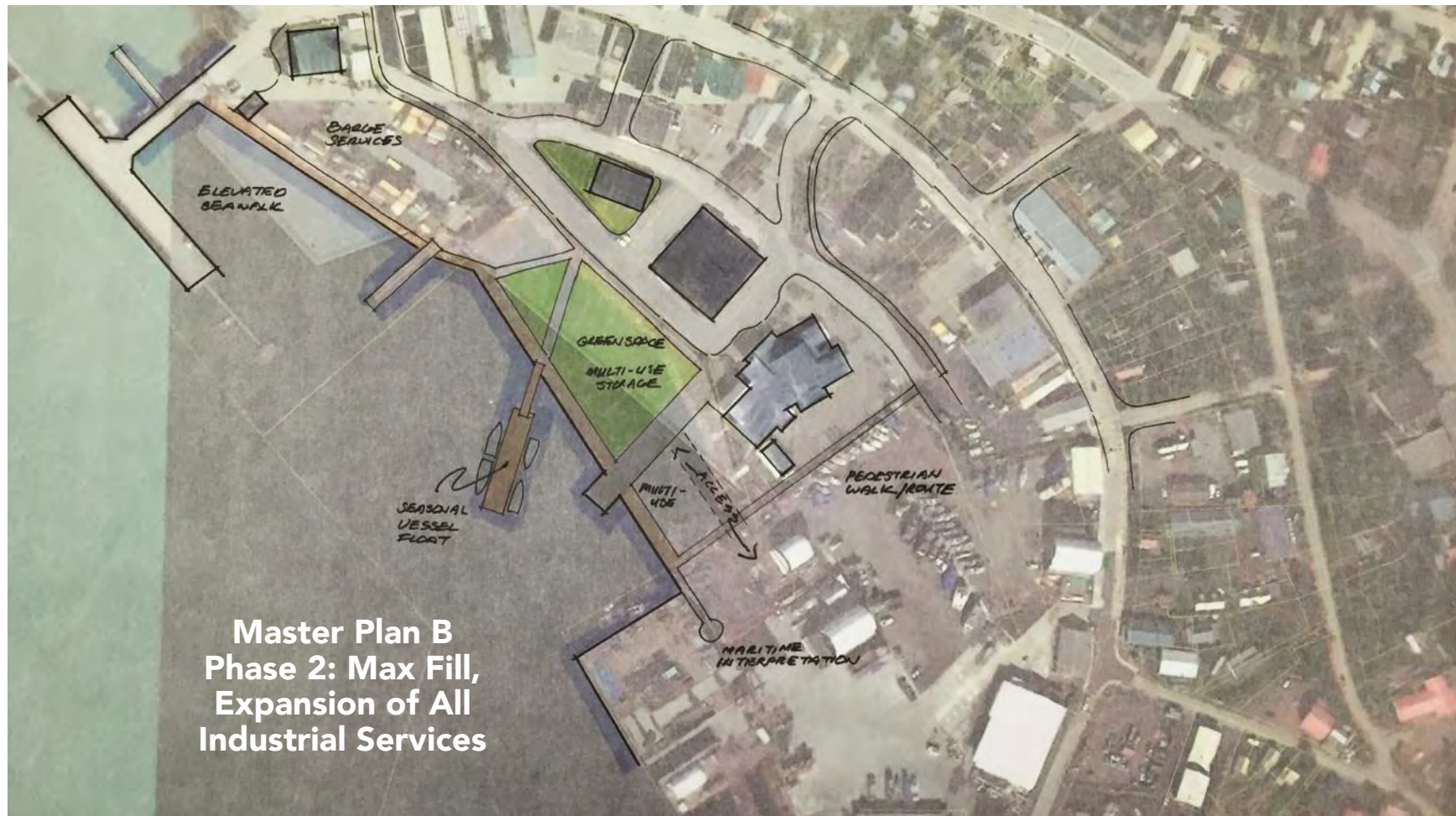
- Maximum fill as allowed under the fill permit
- Retaining the barge services in its current location
- Expanding the marine services yard adjacent to the Nolan Center

- Creating a large centralized green space adjacent to Campbell Drive that also included a seasonal vessel float
- Strengthening the pedestrian link from the Nolan Center to the waterfront

Public Response:

There was general consensus that the barge service yard needed to be relocated from the waterfront. Most all supported the expansion of the marine service yard however there was concern about its expansion directly adjacent to the Nolan Center. There was mixed support for the creation of the waterfront park and seasonal vessel float. Most all supported the elevated pedestrian walk and strengthened link between the Nolan Center and the waterfront.





Master Plan C: Alternative Fill Option- Expansion of Barge Services

This plan places fill adjacent the Nolan Center and takes the remaining quantity of allowable fill and creates an alternative fill location next to the barge service yard. This allows the expansion of both the marine and barge service yards. There are two phases of development.

Phase one elements included:

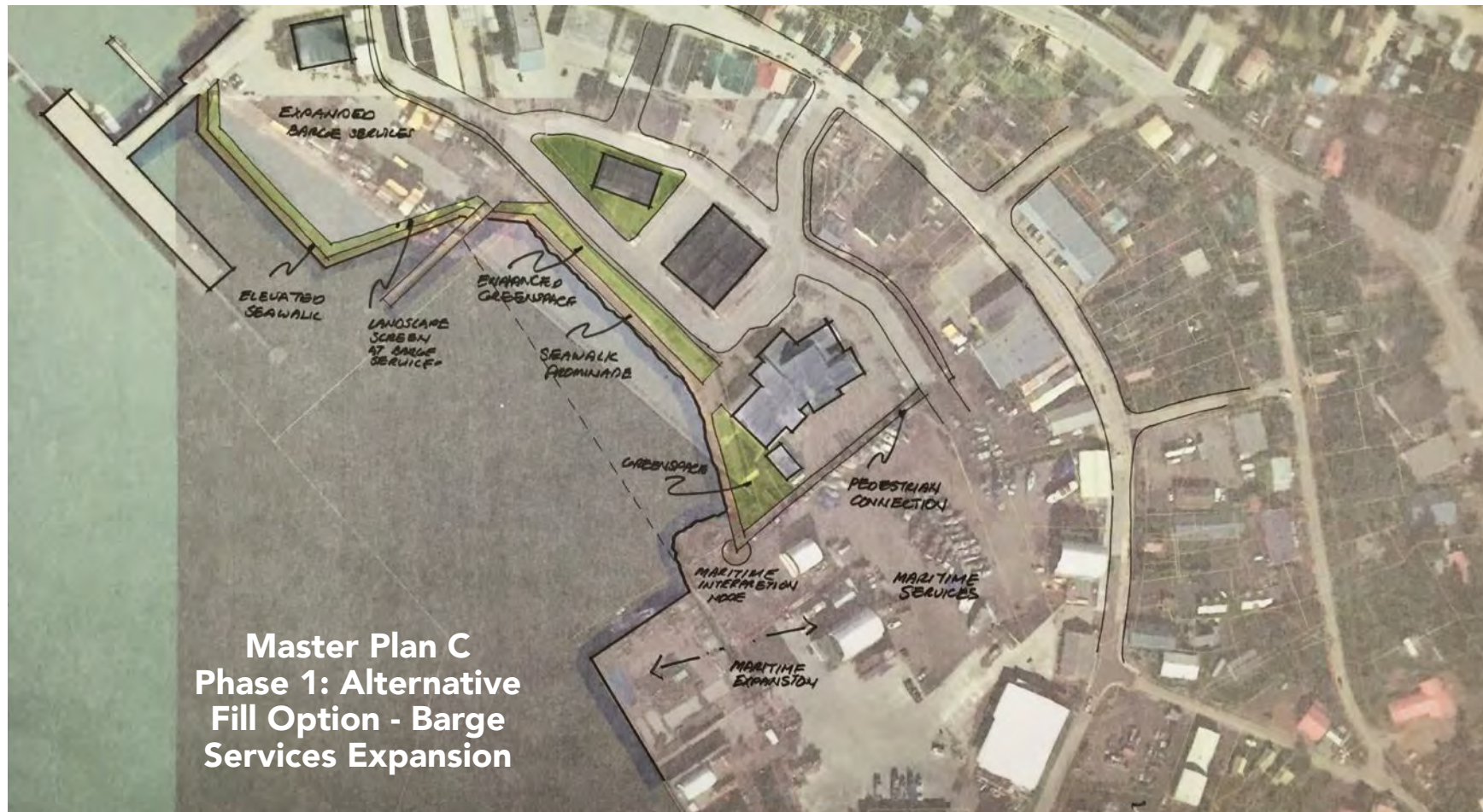
- Placement of fill next to the barge service yard and expansion of the facility
- An at grade pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard that would include screening from the service yard.
- Relocating the pedestrian route to the water's edge and landscape improvements along Campbell Drive
- Extending the pedestrian route from the Nolan Center to the rear of the building to Silvernail Drive and then looping back to Campbell Drive and Front Street while creating a marine interpretive route

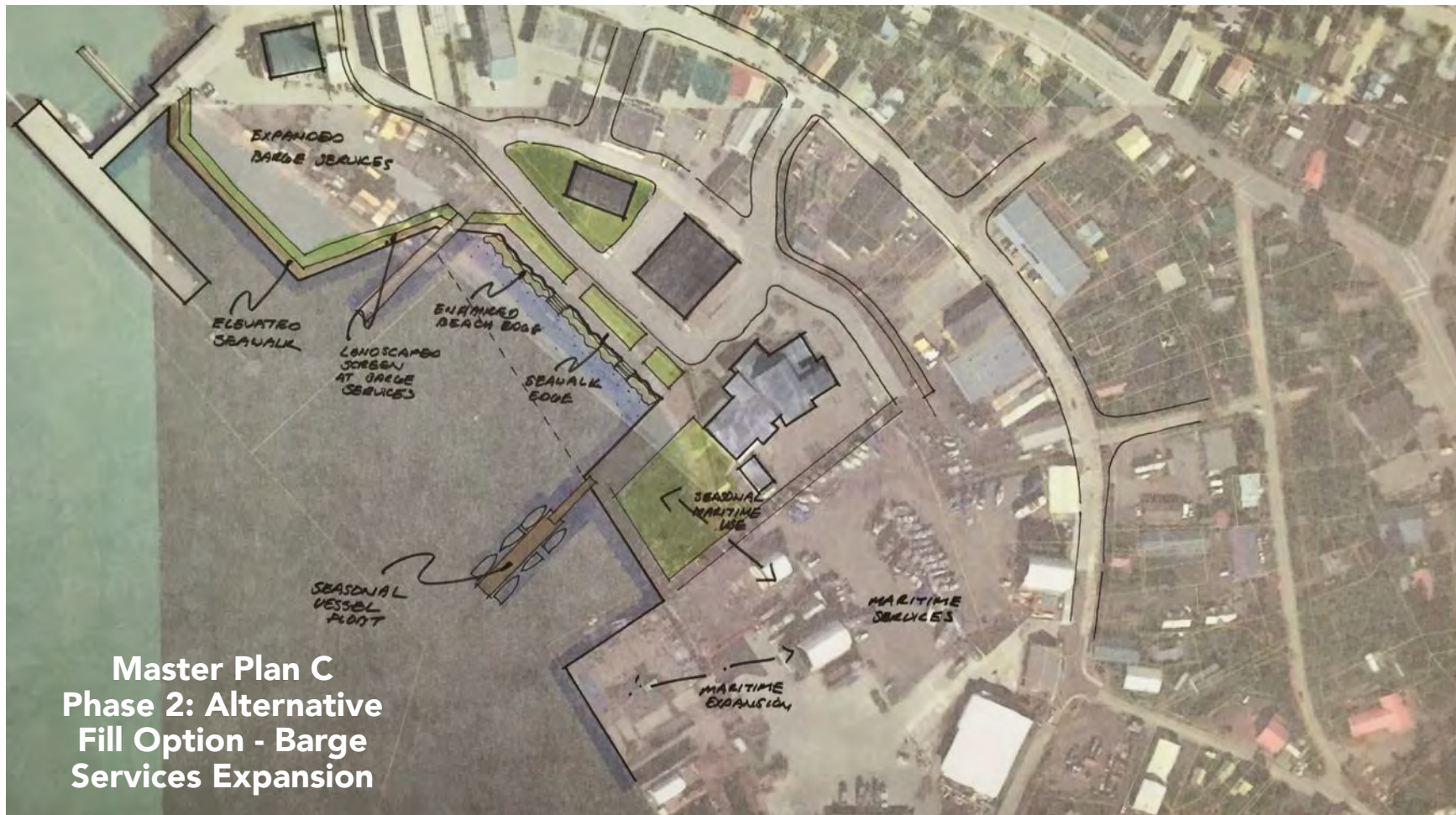
Phase two elements included:

- Expanding the marine services yard adjacent to the Nolan Center for seasonal boat storage
- Providing pedestrian access to the water adjacent to Campbell Drive and creating a natural beach setting
- Strengthening the pedestrian link from the Nolan Center to the waterfront and creating a seasonal vessel float at its terminus

Public Response:

There was consensus that this was a preferred plan however expansion of the barge service facility was not a community priority and needed to be relocated from downtown. Many supported the marine services yard but there was concern with it being located adjacent the Nolan Center, even as a season facility. The waterfront walk, water access from Campbell Drive, and the pedestrian link from the Nolan Center to the waterfront were well supported. There was mixed support for the seasonal vessel float.





Master Plan D: Maximum Fill and Open Space

This plan maximizes the fill for the project and creates a large centralized hardscape plaza that could be used seasonally for boat storage and as public open space during the summer. The plan includes the later relocation of boat storage and barge service yard to another location not on the downtown waterfront and the creation of commercial and retail along the waterfront.

Phase one elements included:

- Maximum fill and the development of a large centralized hard-scaped plaza adjacent to the Nolan Center and Campbell Drive that could be used seasonally as boat storage and public open space during the summer
- Creation of a pedestrian route from Lynch Street to the waterfront and to the Nolan Center and the rear of the building to Silvernail Drive and the edge of the marine service yard to create a marine interpretive route
- Development of a fishing pier adjacent to the Nolan Center

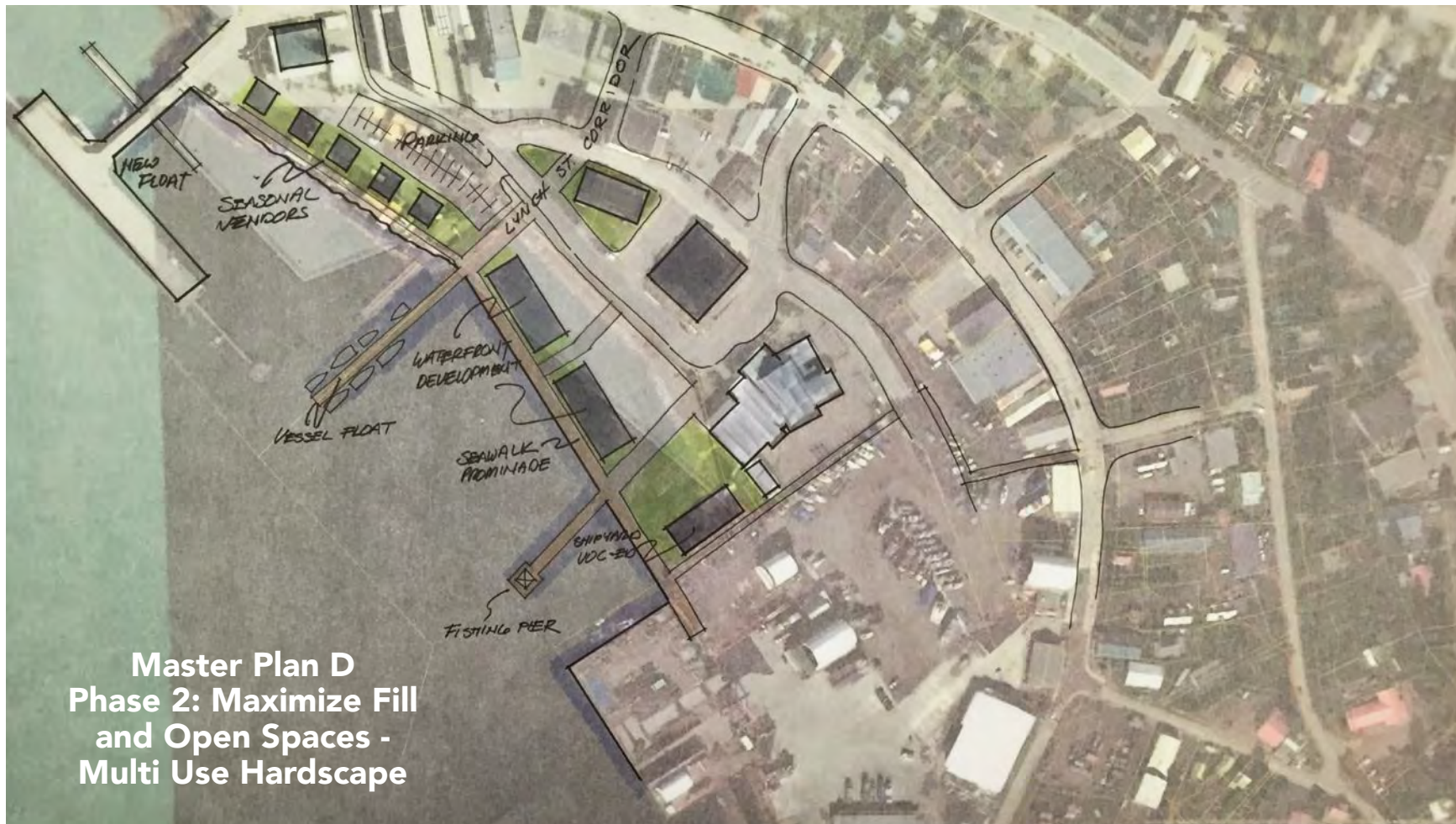
Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, a small vessel float, and parking in the former barge service yard.
- Relocation of the boat storage from downtown and the creation of waterfront development (housing, retail, etc.) and a vocational education facility.

Public Response:

There was little support for the centralized hardscape plaza due to concerns it could be permanent boat storage. There was some support for the fishing pier to create a waterfront focal point but concerns about the costs. There was support for relocating the barge service yard and creating a small waterfront commercial park but it lacked the waterfront walk. There was very minimal support for the larger mixed use waterfront development and the vocational educational center.





Master Plan E: Max Fill, Expansion of All Industrial Services-Option 2

This plan maximized the working waterfront and allowed for the expansion of existing marine and barge services while creating a centralized green space. This plan utilized the full build out of the fill permit and included one phase of development.

Phase one elements included:

- Maximum fill as allowed under the fill permit
- Retaining the barge services in its current location and expanding it along Campbell Drive
- Expanding the marine services yard adjacent to the Nolan Center
- Creating a large centralized green space adjacent to Campbell Drive that also included a seasonal vessel float
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard and running along the waterfront to the Nolan Center.

Public Response:

There was general consensus that the barge service yard needed to be relocated from the waterfront, not expanded. Most all supported the expansion of the marine service yard however there was concern about its expansion directly adjacent to the Nolan Center. There was mixed support for the creation of the waterfront park and seasonal vessel float. Most all supported the elevated pedestrian walk and strengthened link between the Nolan Center and the City Dock.



Master Plan F: Beach and Wharf: Modified Fill

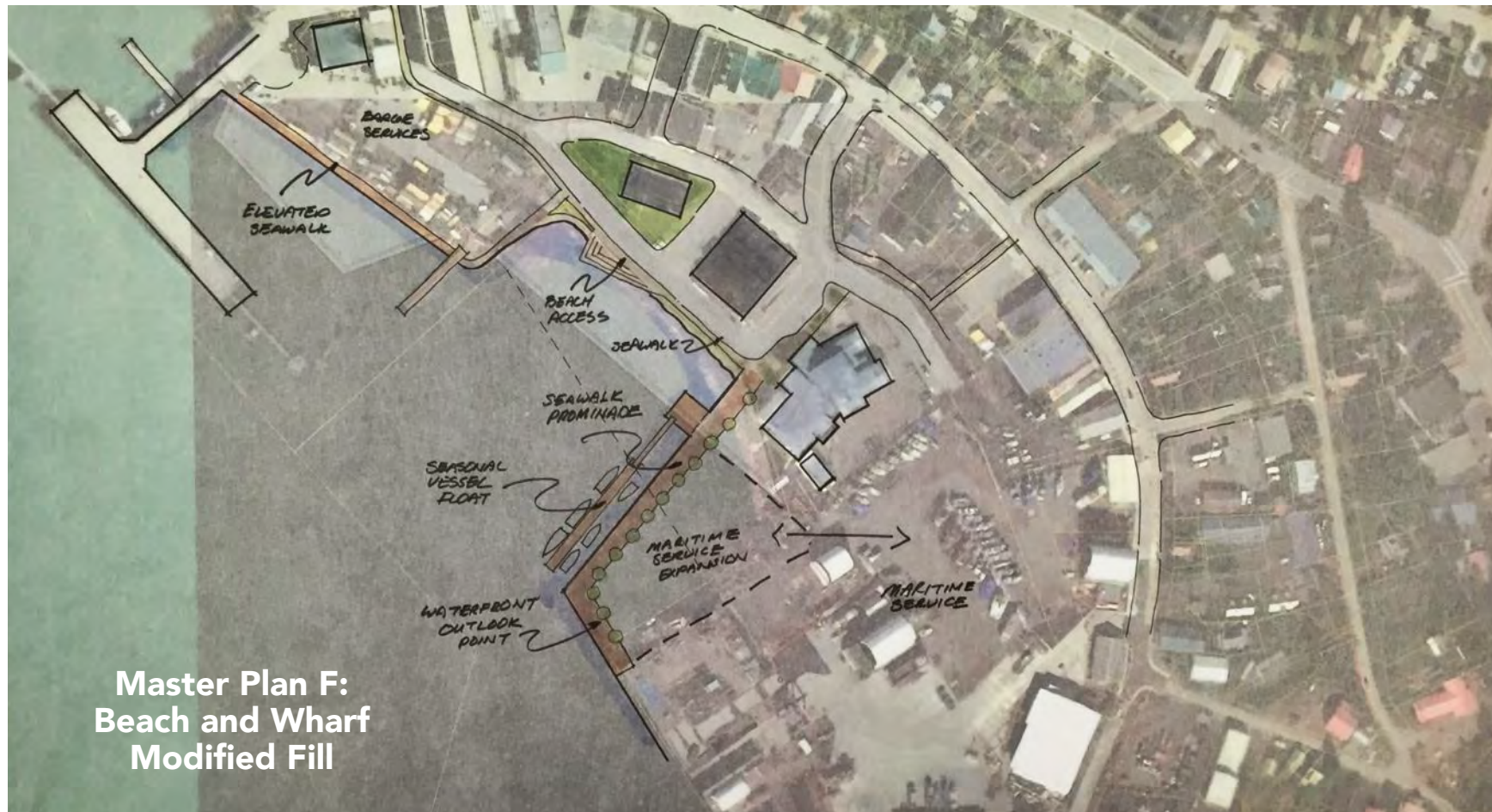
This master plan takes the permitted fill area and shifts it to the old mill dock where the marine service yard is expanded and a strong pedestrian route established between the Nolan Center and waterfront. This plan has one phase of development.

Phase one elements included:

- Maximum fill and transfer the area adjacent to the old mill dock for expansion of the marine service yard. Could also create large vessel docking.
- Retaining green space adjacent to the Nolan Center while creating a strong pedestrian link from the Center to the waterfront through the inclusion of a waterfront promenade and seasonal vessel float
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard and running along the waterfront to the Nolan Center and allowing beach access.
- Retaining the barge service yard in its current location.

Public Response:

With the exception of objecting to retaining the marine services yard, this master plan received the most support. There was concern related to the cost for the fill adjacent to the old mill dock due to the depth of the water in this location, but if feasible this was a preferred master plan.



Master Plan G: Centralized Park with Beach Access

This plan maximizes the fill for the project and creates a series of waterfront parks where some could be used seasonally for boat storage and as public open space during the summer. The plan includes the relocation of the barge service yard and the creation of large waterfront development along the waterfront. This plan has two phases.

Phase one included:

- Maximum fill and the development of waterfront open space and beach access next to the Nolan Center and Campbell Drive
- Hardscape plaza adjacent to the Nolan Center that could be used seasonally as boat storage and Nolan Center open space during the summer
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard
- Addition of a season vessel float

Phase two elements included:

- Relocation of the barge service yard to another location and the creation

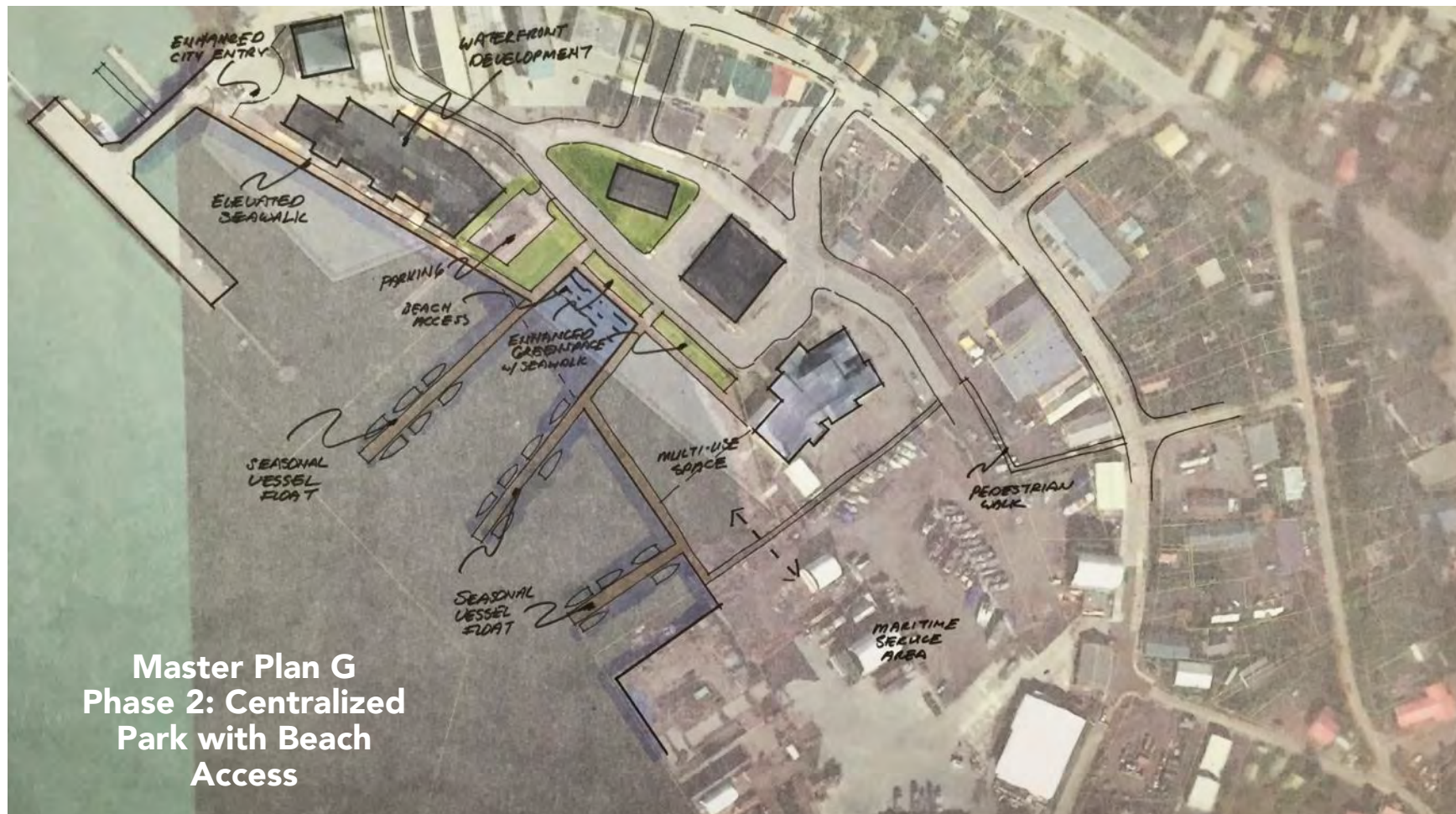
of large scale mixed use development (commercial, housing, retail) in the former barge service yard.

- Two additional seasonal vessel floats

Public Response:

There was little support for this plan. Concerns expressed included the size of the mixed-use development on the waterfront, the number of seasonal vessel floats and the seasonal boat storage adjacent to the Nolan Center. There was support for the waterfront walk from the City Dock to the Nolan Center along the water's edge.





Master Plan H: Split Seawalk

This plan utilizes a majority of the permitted fill for the project and creates long linear waterfront park and provides beach access with the relocation of the barge services yard. This master plan includes two phases.

Phase one elements included:

- Partial fill adjacent to the Nolan Center and Campbell Drive that includes public open space along the water with a waterfront promenade and a hardscape plaza adjacent to the Center that could be used seasonally as boat storage and public open space during the summer

Phase two elements included:

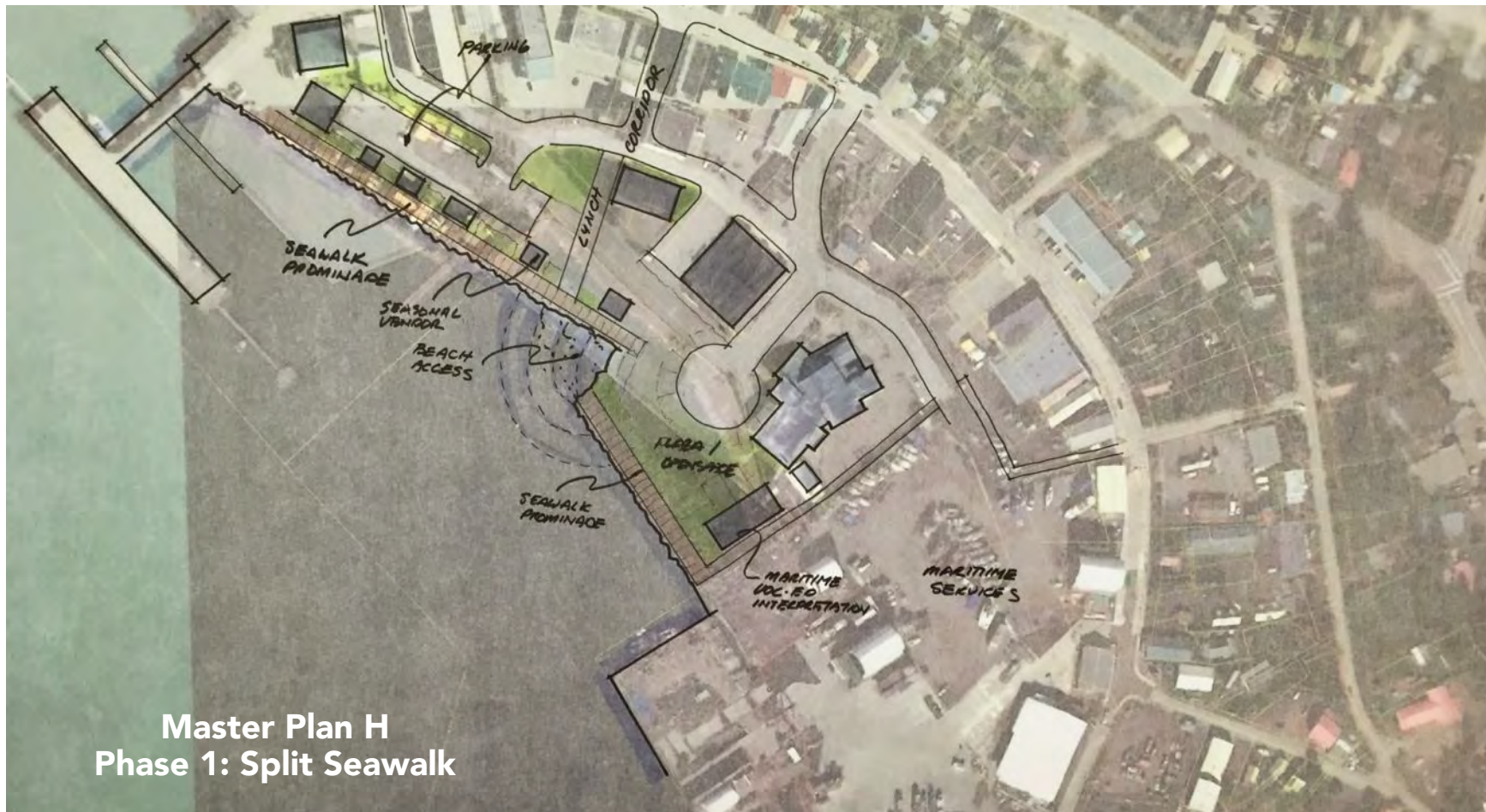
- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.
- Closure of a portion of Campbell Drive between the barge yard and the Nolan Center and converting it to open space.

- Creation of two waterfront seawalks that intersect at a beach access point.
- Development of a maritime interpretation center (or vocational education center) next to the Nolan Center

Public Response:

There was mixed support for this master plan. There was limited support for the maritime interpretation center and the separation of the seawalk. There was significant approval for the closure of Campbell Drive and relocation of the barge service yard. Many voiced a concern for the need of a waterfront pedestrian route from the City Dock to Nolan Center as a first phase priority.





**Master Plan H
Phase 1: Split Seawalk**

Master Plan Consensus

Although Concepts F and C had the most support as shown, several other plans had elements that received endorsement from the community. A summary of these include:

- Maximize the allowable fill in the permit, but in a cost effective manner.
- Waterfront pedestrian walk from City Dock to the Nolan Center as a phase one priority.
- Expansion of the marine service yard while minimizing impacts to Nolan Center.
- Relocating the barge service yard to another location (perhaps 10 mile site). Once relocated, create a small commercial development and park along the waterfront walk. Include consolidated parking.
- Create a waterfront promenade and pedestrian link from the Nolan Center to the waterfront.
- Close a portion of Campbell Drive as part of the barge service yard relocation.
- Create a focal point on the waterfront.



The project team develops drawings for master plan alternatives to be presented at a public meeting in Wrangell.

Three conceptual master plans for Wrangell's waterfront

Based on the public input and priorities generated at the presentation of the eight concepts, the design team developed three concepts which refined the public input. The three master plans were presented to the public on February 23rd, 2015 to receive input and comments. Workshop attendees were also asked to vote on their favorite designs. The following presents the highlights of each master plan and the community's response to each.

Concept 1

This plan builds from Master Plan H and utilizes a majority of the permitted fill for the project and creates long linear waterfront park and provides beach access with the relocation of the barge services yard. This master plan includes two phases.

Phase one elements included:

- Partial fill adjacent to the Nolan Center and Campbell Drive that includes public open space along the water with a waterfront promenade and a hardscape plaza adjacent to the Center that could be used seasonally

as boat storage and public open space during the summer

- A net shed next to the Nolan Center
- Pedestrian link from City Dock would be via Campbell Drive

Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.
- Closure of a portion of Campbell Drive between the barge yard and the Nolan Center and converting it to open space.
- Creation of a waterfront seawalk that intersect at a beach access point
- Relocating some of the marine services yard to the relocated barge facility and returning the season boat storage adjacent to the Nolan Center to public open space





Wrangell Waterfront Master Plan CONCEPT 1 - PHASE 2



Cost Analysis: CONCEPT NO. 1 BUDGET LEVEL ESTIMATE

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$1,065,900
2	Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$1,000,000	\$1,000,000
3	Shot Rock Borrow - Intertidal Fill	CY	100,000	\$20	\$2,000,000
4	Armor Rock	CY	8,000	\$60	\$480,000
5	Concrete Block MSE Wall	SF	12,000	\$90	\$1,080,000
6	ACP Paved Parking Lot and Waterfront Access Drive	SF	40,000	\$20	\$800,000
7	Waterfront Heritage Walk, 16'x1400'	SF	22,400	\$60	\$1,344,000
8	Heritage Walk Safety Rails	LF	1,200	\$300	\$360,000
9	Lynch Street Pedestrian Access, 20'x300'	SF	6,000	\$20	\$120,000
10	Concrete Sidewalks and Plazas	SF	30,000	\$20	\$600,000
11	Net Shed	SF	6,000	\$75	\$450,000
12	Drainage Improvements	LS	All Req'd	\$350,000	\$350,000
13	Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$350,000
14	Top Soil, Landscaping & Plantings	AC	2.5	\$150,000	\$375,000
15	Construction Surveying	LS	All Req'd	\$150,000	\$150,000
16	Fishing Pier	SF	3,500	\$200	\$700,000
17	Power and Lighting	LS	All Req'd	\$500,000	\$500,000
ESTIMATED CONSTRUCTION BID PRICE					\$11,724,900
CONTINGENCY (15%)					\$1,758,735
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)					\$337,091
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$1,011,273
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$809,018
TOTAL RECOMMENDED PROJECT BUDGET					\$15,641,017

Note: Cost of commercial buildings is not included.

Public Response:

Concept one received the least focus and comments and was the master plan with the least support (four votes). Most comments were directed on what was not liked; however there was consensus that a portion Campbell Drive be removed with the barge and that a net shed be included in the project.

Comments include:

- Move seasonal float to City Dock
- Like the waterfront walkway and small scale commercial buildings
- Limit fill to adjacent Nolan Center
- Connect parking lot to City Hall
- Yes, fishing pier!
- Don't block views of water with landscaping. Include plants but keep good views.
- Like removal of Campbell Drive
- Net shed, great idea



Members of the Wrangell public make comments on proposed master plan alternatives.

Concept 2

This plan utilizes portions of Master Plan C in its development. This plan places a portion of fill adjacent to the Nolan Center and takes the remaining quantity of allowable fill and creates an alternative fill location next to the barge service yard. This allows the expansion of both the marine and barge service yards.

Phase one elements included:

- Placement of fill next to the barge service yard and expansion of the facility
- An at grade pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard that would include screening from the service yard.
- Relocating the pedestrian route to the water's edge and landscape improvements along Campbell Drive

Phase two elements included:

- Expanding the marine services yard adjacent to the Nolan Center for seasonal boat storage
- Providing pedestrian access to the water adjacent to Campbell Drive and creating a natural beach setting
- Strengthening the pedestrian link from the Nolan Center to the waterfront and creating a seasonal vessel float at its terminus
- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.



Wrangell Waterfront Master Plan
CONCEPT 2 - PHASE 1





Wrangell Waterfront Master Plan
CONCEPT 2 - PHASE 2



Cost Analysis: CONCEPT NO. 2 BUDGET LEVEL ESTIMATE

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$1,003,800
2	Demolition & Disposal - Barge Terminal & Campbell Drive	LS	All Req'd	\$900,000	\$900,000
3	Shot Rock Borrow - Intertidal Fill	CY	90,000	\$20	\$1,800,000
4	Armor Rock	CY	11,000	\$60	\$660,000
5	ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000
6	Waterfront Heritage Walk, 16'x1200'	SF	19,200	\$60	\$1,152,000
7	Heritage Walk Safety Rails	LF	1,200	\$300	\$360,000
8	Beach Access Concrete Stairway with Railings	EA	2	\$100,000	\$200,000
9	Concrete Sidewalks and Plazas	SF	32,000	\$20	\$640,000
10	Net Shed	SF	6,000	\$75	\$450,000
11	Drainage Improvements	LS	All Req'd	\$350,000	\$350,000
12	Water & Sewer Service Extensions	LS	All Req'd	\$350,000	\$350,000
13	Top Soil, Landscaping & Plantings	AC	2.2	\$150,000	\$330,000
14	Construction Surveying	LS	All Req'd	\$150,000	\$150,000
15	Concrete Kayak Ramp, 16'x240'	LS	All Req'd	\$350,000	\$350,000
16	Seasonal Small Vessel Float & Piles, 16'x160'	SF	2,560	\$350	\$896,000
17	120' Gangway, Stowage Frame and Concrete Abutment	LS	All Req'd	\$250,000	\$250,000
18	Power and Lighting	LS	All Req'd	\$500,000	\$500,000
ESTIMATED CONSTRUCTION BID PRICE					\$11,041,800
CONTINGENCY (15%)					\$1,656,270
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)					\$317,452
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$952,355
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$761,884
TOTAL RECOMMENDED PROJECT BUDGET					\$14,729,761

Public Response:

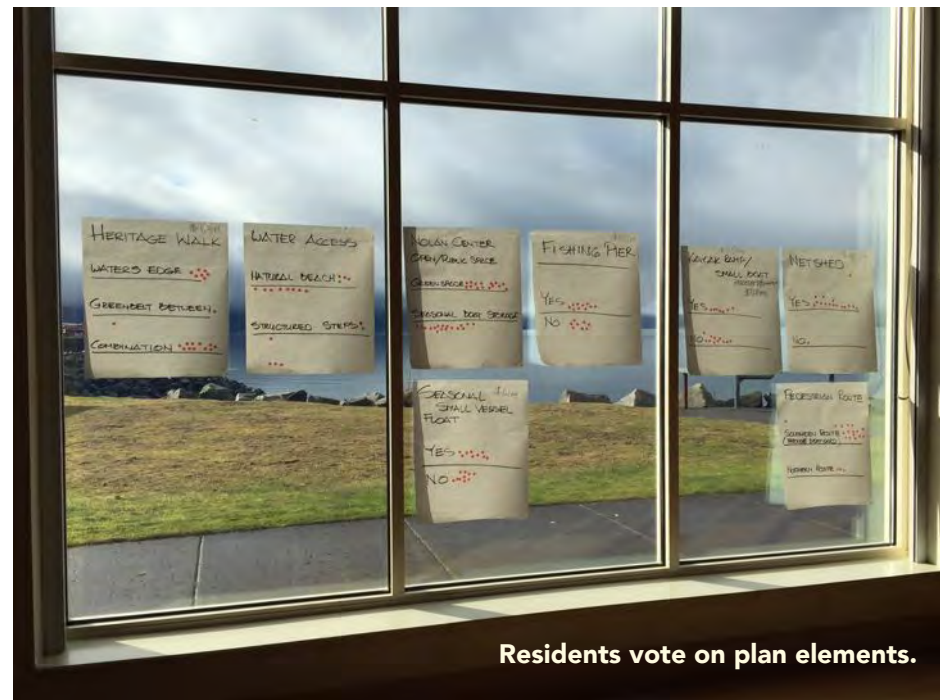
Master plan 2 received the most support with fourteen votes. There was consensus that expansion of the barge service facility was not a community priority and should not be part of this plan. The public also requested a different phasing sequence that received general support. The desired phasing was:

1. Place fill adjacent to the Nolan Center and expand marine services
2. Develop elevated walkway around barge and develop beach access
3. Relocate barge services, create park and commercial development

Other comments included:

- Simplicity and affordability makes this a winner
- Like net shed, move closer to water
- Don't expand barge area, relocate as quickly as possible (many comments)
- Like gateway park and boardwalk from City Dock
- Small commercial buildings a great idea
- No need for seasonal vessel float. If needed put at City Dock
- Don't like the sheds (commercial development)

- Like beach access, hard to use at high tide
- Close Campbell Drive like concept 1
- Like promenade from Nolan to water and water access at end
- No need for seasonal boat storage, make permanent without affecting Nolan
- Combine vessel float and fishing pier and make permanent



Residents vote on plan elements.

Concept Three

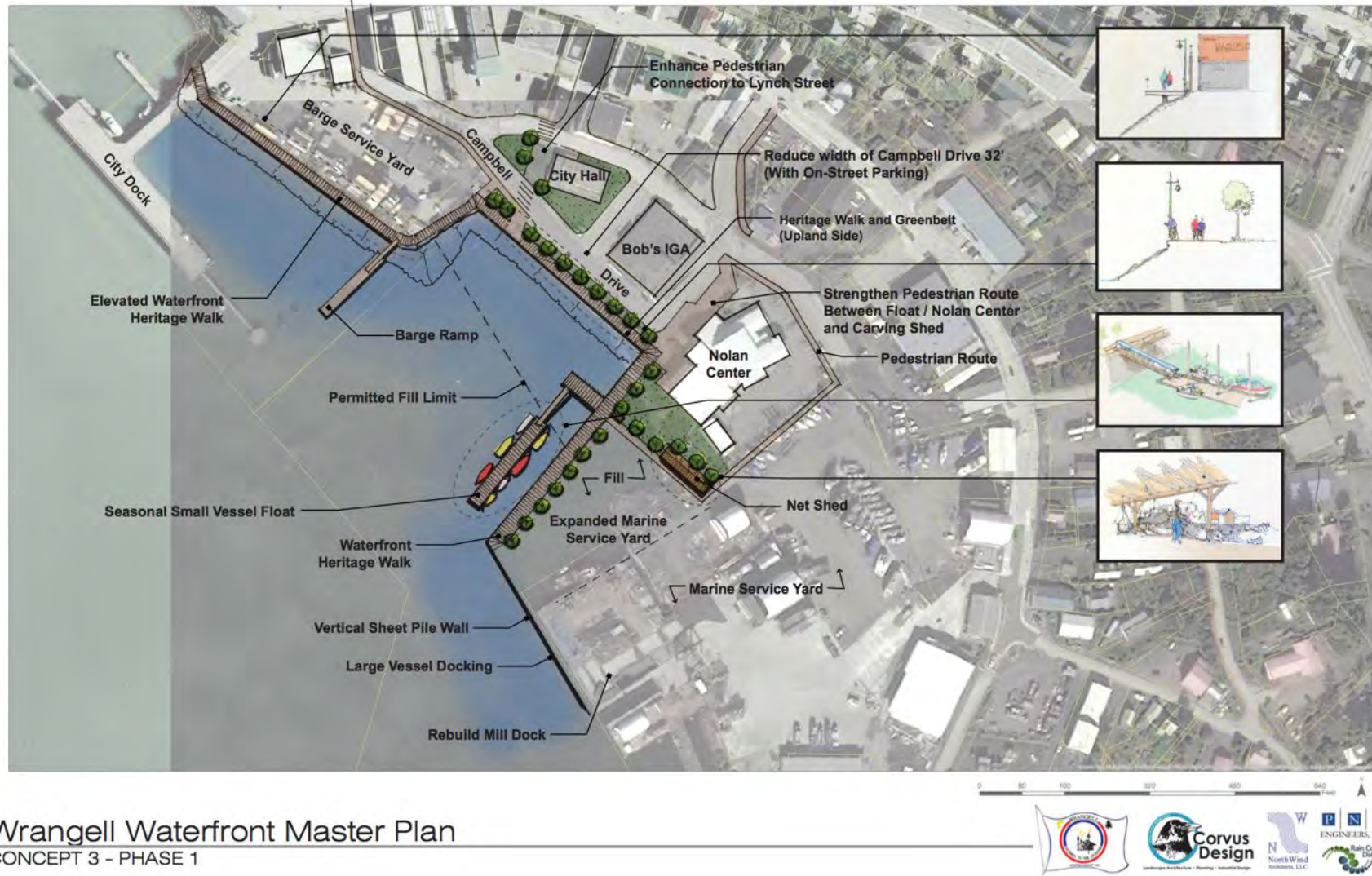
This plan is based on master plan F and takes the permitted fill area and shifts it to the old mill dock where the marine service yard is expanded and a strong pedestrian route established between the Nolan Center and waterfront.

Phase one elements included:

- Maximum fill and transfer the area adjacent to the old mill dock for expansion of the marine service yard. Could also create large vessel docking.
- Retaining green space adjacent to the Nolan Center while creating a strong pedestrian link from the Center to the waterfront through the inclusion of a waterfront promenade and seasonal vessel float
- An elevated pedestrian boardwalk from the City Dock to Campbell drive on the waterside of the barge service yard and running along the waterfront to the Nolan Center and allowing beach access.
- Retaining the barge service yard in its current location.

Phase two elements included:

- Relocation of the barge service yard to another location and the creation of small commercial development, parkland, and parking in the former barge service yard.





Wrangell Waterfront Master Plan

CONCEPT 3 - PHASE 2



Cost Analysis: CONCEPT NO. 3 BUDGET LEVEL ESTIMATE

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$2,396,500
2	Demolition & Disposal - Barge Terminal & MSC Dock	LS	All Req'd	\$1,750,000	\$1,750,000
3	Shot Rock Borrow - Intertidal Fill	CY	185,000	\$20	\$3,700,000
4	Armor Rock	CY	5,000	\$60	\$300,000
5	Concrete Block MSE Wall	SF	5,000	\$90	\$450,000
5	ACP Paved Parking Lot and Campbell Drive Reconfiguration	SF	35,000	\$20	\$700,000
6	Waterfront Heritage Walk, 16'x1500'	SF	24,000	\$60	\$1,440,000
7	Heritage Walk Safety Rails	LF	1,500	\$300	\$450,000
8	Lynch Street Pedestrian Access, 20'x200'	SF	4,000	\$20	\$80,000
8	Beach Access Concrete Stairway with Railings	EA	1	\$250,000	\$250,000
9	Concrete Sidewalks and Plazas	SF	18,000	\$20	\$360,000
10	Net Shed	SF	6,000	\$75	\$450,000
11	Drainage Improvements	LS	All Req'd	\$400,000	\$400,000
12	Water & Sewer Service Extensions	LS	All Req'd	\$400,000	\$400,000
13	Top Soil, Landscaping & Plantings	AC	2.0	\$150,000	\$300,000
14	Construction Surveying	LS	All Req'd	\$200,000	\$200,000
15	Pile Supported Approach Dock, 20'x80'	SF	1,600	\$200	\$320,000
16	Seasonal Small Vessel Float & Piles, 16'x200'	SF	3,200	\$350	\$1,120,000
17	80' Gangway & Stowage Frame	LS	All Req'd	\$200,000	\$200,000
18	Galvanized Steel Sheet Pile Bulkhead	TON	2,750	\$3,500	\$9,625,000
19	Bulkhead Face Fender System	LF	360	\$2,000	\$720,000
20	Power and Lighting	LS	All Req'd	\$750,000	\$750,000
ESTIMATED CONSTRUCTION BID PRICE					\$26,361,500
CONTINGENCY (15%)					\$3,954,225
PLANNING, PUBLIC INVOLVEMENT, PERMITTING, SURVEYING & GEOTECH INVESTIGATIONS (2.5%)					\$757,893
FINAL ENGINEERING DESIGN, CONTRACT DOCUMENTS & BID PHASE (7.5%)					\$2,273,679
CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION (6%)					\$1,818,944
TOTAL RECOMMENDED PROJECT BUDGET					\$35,166,241
Note: Cost of commercial buildings is not included. Cost of concrete paving for expanded Marine Service Center is not included.					

Each of the three final conceptual master plans vary in geometric shape, fill volume and fill limits extended beyond the high tide line (HTL). However the permitting issues are all somewhat similar to the Preferred Master Plan with respect to the status of the existing permits and the permit modifications and new permits that would be required to construct any of the plans. In general, the layout for Concept Plan No. 1 is the most similar to the existing permitted footprint. Concept No's 2 and 3 vary more in geometric shape and overall footprint area.

Public Response:

This master plan received the same number of votes as concept one with only four votes. A majority of comments were negative towards the expense of filling next to the old mill dock. Most comments supported the overall layout and phasing with the exception of the expensive fill portion. Comments included:

- Elevated walkway at barge-good idea for phase 1
- Only fill to permitted limit (several comments)
- Park good idea but need small commercial buildings for revenue generation
- Trees on uphill side of walkway preferred. Allow views of water
- Good-green space between Nolan and expanded boat yard

Conclusion

Based on the community input and prioritization from these three options, along with construction cost estimates, the planning and design team developed the single preferred master plan. This Preferred Master Plan (see page 6) was endorsed by the public at the conclusion of the February 25th, 2015 meeting. The preferred master plan and this supporting report received subsequent approval by the City and Borough of Wrangell Assembly on May 26, 2015 with unanimous consent.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	15

Executive Session: Borough Manager's Annual Evaluation

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 25: \$	FY 26: \$	FY27: \$
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Amount Budgeted:

	FY25 \$XXX
--	------------

Account Number(s):

	XXXXX XXX XXXX
--	----------------

Account Name(s):

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

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. Job Description 2. Existing Contract

RECOMMENDATION MOTION I move, pursuant to 44.62.310 (c) (2), that we recess into an executive session and invite the Borough Manager into the session, to discuss matters that may tend to prejudice the reputation and character of any person, specifically the Borough Manager's Evaluation.

RECOMMENDED MOTION: (If desired, after Executive Session): Move to approve the proposed Borough Manager's Contract.

SUMMARY STATEMENT:

None.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	May 13, 2025
	<u>Agenda Section</u>	15

Executive Session: Borough Clerk's Annual Evaluation

SUBMITTED BY:

Kim Lane, MMC, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 25: \$	FY 26: \$	FY27: \$
-----------	-----------	----------

Amount Budgeted:

	FY25 \$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)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Performance Memo 2. Job Description 3. Proposed Contract

RECOMMENDATION MOTION I move, pursuant to 44.62.310 (c) (2), that we recess into an executive session and invite the Borough Clerk into the session, to discuss matters that may tend to prejudice the reputation and character of any person, specifically the Borough Clerk's Evaluation.

RECOMMENDATION MOTION (If desired, after Executive Session): Move to approve the proposed Borough Clerk's Contract.

SUMMARY STATEMENT:

None.

City & Borough of Wrangell

Position Description

Position: Borough Clerk/Acting Borough Manager	Type: Permanent, Full-Time
Department/Site: Administration	FLSA: Exempt
Evaluated by: Borough Assembly	Salary Grade: Contracted

Summary

The Borough Clerk is responsible for all areas as set forth in Alaska Statute 29.20.380. The Borough Clerk is responsible for maintaining City and Borough Codes, and is the custodian of permanent public records, including archives. The position ensures accurate documentation of City/Borough government activity through supporting and recording of the Assembly proceedings and managing the disposition of public records and archives. Provides executive-level assistance to the Borough Manager. Supervises and conducts all City elections. The Borough Clerk acts as Borough Manager when the Borough Manager is absent.

Distinguishing Career Features

The Borough Clerk is an appointed position as designated by charter. The position combines statutory responsibility for records, official documents, and elections with advanced administrative support to the Assembly and Borough Manager. Advancement to this position is by appointment, compliance with the job's qualifications, and a demonstrated ability to organize official proceedings and processes and develop and maintain complex record management and retention systems.

Essential Duties and Responsibilities

- Administers the statutory obligations of the Borough Clerk, including but not limited to maintaining the official Seal, serving as the City/Borough's historian and archivist, serving as chief election officer, and developing and implementing a comprehensive records management and archiving system.
- Prepares, reviews, and edit the Borough Assembly meeting agendas, minutes, recollections, transcripts and action letters. Reviews the agenda and documentation package, ensuring completeness and compliance with legal requirements. Reviews and ensures that agenda items and supporting documents are complete with the information that the Assembly needs.
- Attends Borough Assembly meetings to assure recording of proceedings and entering of documents into permanent record.
- Acts as the Borough Manager in the Borough Managers absence.
- Administers oaths of office and other oaths and affirmations and certifies affidavits. Acts as a notary for municipal documents.
- Provides Notary services to the general public.
- Serves as custodian of official records and archives including and not limited to codes, ordinances, resolutions, contracts, agreements, deeds, reports, elections, and claims against the City/Borough. Receives and certifies official documents.
- Maintains up-to-date City/Borough codes, properly indexed and referenced. Maintains distribution lists for communication of new, revised and amended codes.
- Maintains the City/Borough Records Retention Schedule in accordance with the State of Alaska Schedule #300.1.
- Performs annual records transfers (archives) and records destruction in accordance with the City/Borough Records Retention Schedule.

- Manages all CBW land leases.
- Provides training for the Deputy Borough Clerk.
- Serves as elections supervisor for City/Borough. Coordinates and conducts elections. Researches election laws to ensure continuous compliance with legal publication and other requirements for elections. Prepares the handbook of candidate profiles or ballot measures and coordinates printing and mailing. Oversees voter registration. Maintains up-to-date elections statutes for processes such as bond measures, initiatives, referendums and referrals to accurately and timely conduct the elections. Provides training of election workers and supervises election day activities. Provides official notification to the community for public hearings and legal advertising of notices.
- Provides advanced administrative and technical support to the Borough Manager and Assembly. Coordinates and performs certain aspects of special projects on behalf of the top administrative team such as but not limited to organizational, operational and investigative reviews. Collaborates with city staff and assist in the implementation of goals, objectives and policies, as needed. Maintains professional confidentiality.
- Prepares professional correspondence and reports on behalf of the Assembly and Borough Manager.
- Research City/Borough files, documents, archives, and other materials to provide information to the Assembly, general public, and departments.
- Prepare papers and record liens and easements for City/Borough-owned and privately-owned property.
- Updates and maintains the municipal code in relation to the rules and procedures for the Borough Assembly. Updates the web pages dealing with all Assembly items.
- Serves as the Public Information Officer (PIO) for Water Watch publications and notifications. Provides Public Service Announcements (PSA) when needed.
- Assists and makes notifications within Social Media sites and the City/Borough Website in relation to city business.
- Maintains, trains, and assists City/Borough staff and Assembly with the Municode Agenda Management platform system.
- Provide support to the Assembly and Manager with electronic devices.
- Provides annual Open Meetings Act and Parliamentary training for all City/Borough elected and appointed officials.
- Schedules and maintains Assembly action for the Code Review Committee.
- Provides “FYI’s” in the form of an emailed report to the Assembly, when necessary, to keep them notified of upcoming need-to-know items.
- Maintains and provides copies upon request of official records and documents in accordance with AS 40.25.110, Public Records Open to Inspection and Copying.
- Certifies official documents as to authenticity for staff, other jurisdictions or citizens, with appropriate verification. Attests the Borough Manager's or the Assembly's original signatures on official documents and applies the City/Borough Seal as appropriate.
- Acts as liaison between government officials and staff, and between municipality and community.
- Acts as parliamentary advisor to the Assembly, City Boards, and Commissions.
- Composes ordinances, resolutions, and proclamations.
- Maintains administrative oversight of the Memorial and Sunset Gardens Cemeteries; assigns plots, niches in the columbarium, assists with the ordering of niche plates and memorial plaques. Maintains all official records for Memorial and Sunset Gardens Cemeteries.
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

- **Knowledge and Skills**

Borough Clerk

- The position requires a working knowledge of the principles and practices of public administration for elected and appointed assembly/commission operations, organization, and work processes.
- Requires specialized knowledge of the principles, legal requirements, and techniques used in records management, including retention scheduling, archiving, storage, public access, and destruction.
- Requires in-depth knowledge of laws, regulations, and codes applicable to the Borough Clerk's areas of responsibility.
- Requires an advanced knowledge of personal computer-based software programs that support this level of work, including but not limited to word processing, spreadsheet, presentation graphics, desktop publishing, web page editing, and data entry onto custom databases.
- Requires sufficient math skills to perform financial and statistical record keeping. Requires well-developed knowledge of proper English usage, grammar, spelling, and punctuation to prepare professional correspondence.
- Requires well-developed human relations skill to work cooperatively with diverse teams, assign work to others inside and outside the department, speak to diverse audiences in public meetings, exercise patience when dealing with internal and external customers, and convey technical concepts.

▪ **Abilities**

- Requires the ability to plan, sequence, and integrate the functions and processes supporting Borough Assembly proceedings.
- Requires the ability to maintain the City/Borough Code.
- Requires the ability to understand, interpret, explain and apply laws, codes, and regulations applicable to the Borough Clerk responsibilities.
- Requires the ability to organize, interpret, and explain records management, retention and access policies and requirements to officials, managers and the public.
- Requires the ability to edit and update internet web pages for the Assembly. Requires the ability to prepare spreadsheets, graphs, and charts.
- Requires the ability to enter, import, and export data to and from databases. Requires the ability to plan, organize and prioritize work to meet schedules and timelines.
- Requires the ability to work as a contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City/Borough and its services.
- Requires the ability to develop and maintain productive work relationships with elected and appointed officials.

Physical Abilities

- The position incumbent must be able to function indoors in an office environment engaged in work of primarily a sedentary nature.
- Requires ambulatory ability to sit for extended periods of time, to utilize computers and other office equipment, accomplish other desktop work.
- Requires the ability to use near vision to read printed materials.
- Requires auditory ability to carry on conversations in person and over the phone.
- Requires the ability to retrieve work materials from overhead, waist, and ground level files.
- Requires manual and finger dexterity to write, use a pointing device and keyboard at an advanced rate, operate computers, and to operate other standardized office equipment, almost constantly requiring repetitive motions.

▪ **Education and Experience**

Borough Clerk

The position requires the equivalent to at least three years of progressive administrative support or records management experience and at least three years' experience as a Deputy Clerk or a City/Borough Clerk. Additional relevant paralegal or public policy experience and archivist or records management certification may substitute for some higher education.

▪ **Licenses and Certificates**

- Requires possession of professional certification (Certified Municipal Clerk, CMC) with the International Institute of Municipal Clerks (IIMC). If this certification requirement is not met upon appointment, must be attained within eighteen months of appointment. Master Municipal Clerk (MMC) certification is optimally desired.
- Requires a valid Alaska Driver's License.
- Notary Public.

▪ **Working Conditions**

Work is performed indoors 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.