



Tuesday, December 16, 2025

Location: Borough Assembly Chambers

6:00 PM

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

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



1. CALL TO ORDER

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

2. CEREMONIAL MATTERS

3. PERSONS TO BE HEARD

- a. EMAILED CORRESPONDENCE - JOAN SARGENT

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

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

- a. Minutes from the November 12, 2025 Regular Assembly meeting
- b. Minutes from the December 1, 2025 Special Assembly meeting
- c. **RESOLUTION No. 12-25-2007** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET IN THE GENERAL FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$9,431 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES OFFICE OF HISTORY AND ARCHAEOLOGY AND AUTHORIZING ITS EXPENDITURE FOR THE STAR OF BENGAL EXHIBIT
- d. Approval of Liquor License transfer from Totem Bar & Liquor Store to Rayme's Bar - Liquor Store
- e. CORRESPONDENCE: Action from the November 19, 2025 Regular School Board meeting

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report (Hard Copy Provided at Meeting)
- b. Harbormasters Report
- c. Nolan Center Report
- d. Library Report
- e. Police Department Report

8. BOROUGH CLERK'S REPORT

- a. Borough Clerk's Report

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. Code Review Committee Appointments
- b. Finance Committee Appointments

11. PUBLIC HEARING

- a. **ORDINANCE NO. 1096** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.04.015 – PROPERTY TAX ON LEASED PROPERTY – POSSESSORY INTEREST APPLIED TO CHAPTER 5.04 – PROPERTY TAX, IN THE WRANGELL MUNICIPAL CODE
- b. Approval to move forward with the sale of borough-owned real property consisting of a portion of a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian - CBW Replat, according to Plat No. 2025-3, zoned Open Space Public

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. **RESOLUTION No. 12-25-2005** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA APPROVING A FY2026 BUDGET AMENDMENT FOR THE FULL PAYMENT OF THE CONTRACT WITH E-FORCE RMS AND CAD SOFTWARE FOR THE POLICE DEPARTMENT
- b. **RESOLUTION No. 12-25-2006** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, TO AMEND THE FY2026 BUDGET IN THE AMOUNT OF \$18,364 TO ALLOW FOR THE PURCHASE OF A COBRA FIRING SYSTEM FOR THE FOURTH OF JULY CELEBRATION
- c. Approval of the purchase of a Schwarze street sweeper in the amount of \$386, 814
- d. **RESOLUTION No. 12-25-2008** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AFFIRMING THE BOROUGH'S COMMITMENT TO PARTNERSHIP WITH THE ALASKA MENTAL HEALTH TRUST LAND OFFICE AND SUPPORTING CONTINUED PROGRESS TOWARD A MUTUALLY BENEFICIAL LAND EXCHANGE
- e. **RESOLUTION No. 12-25-2009** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET TO APPROPRIATE \$17,837 FOR COLD STORAGE MAINTENANCE COSTS PURSUANT TO THE SIXTH LEASE AMENDMENT WITH TRIDENT SEAFOODS, AND AUTHORIZING ITS EXPENDITURE FROM THE MARINE SERVICE CENTER – PORT & HARBOR FUND
- f. **RESOLUTION No. 10-25-1990** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2026 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF INDUSTRIAL LOTS 11 AND 12, BLOCK 66 OF THE INDUSTRIAL REPLAT FOR THE AMOUNT OF \$50,000
- g. Approval of a Memorandum of Understanding between JAG Marine Group, LLC & The City and Borough of Wrangell for Long-Term Maritime Industrial Development at the 6-Mile Deepwater Port
- h. **RESOLUTION No. 12-25-2011** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING FY2026 BUDGET IN THE PORT AND HARBOR CIP FUND BY ACCEPTING GRANT FUNDS FROM THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM AND AUTHORIZING PROJECT EXPENDITURES FOR THE DEEP WATER PORT DEVELOPMENT PROJECT
- i. Approval of the Professional Services Agreement with NorthWind Architects for the Architectural and Engineering Design Services for the Public Safety Building Rehabilitation Project in the amount of \$667,028

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

15. EXECUTIVE SESSION

16. ADJOURNMENT

URGENT REQUEST

John and Joan Sargent
12.7 Mile Zimovia Highway
P. O. Box 892
Wrangell, Alaska 99929
Jisargent143@gmail.com
907-874-4593, 907 305-0287

RE: Request for response letter to the FCC's Notices of Inquiry by November 17, 2025

Dear Wrangell Assembly Members, City Manager Mason Vallarma and Economic Development Manager Kate Thomas,

We are writing to request that the City of Wrangell write a response letter to the FCC's Notice of Inquiry-WC Docket No 25-253 and WC Docket No 25-276 by November 17, 2025. The FCC is currently seeking comments to develop new policy that would streamline deployment of towers, other wireless infrastructure and wireline internet. Their approach to 'streamlining' would be to further limit and/or eliminate state and local regulations *and the public process* that might impede the deployment of wireless facilities and wireline infrastructure at any location, at any time in the U. S. The FCC is also seeking comments on creating a "rocket docket" for the FCC to resolve disputes between providers and local governments. This may be in conflict with statutory language indicating Congress intended that local federal courts, not the FCC, be the venue for all non-RF related disputes.

The Borough of Wrangell has a well-tuned public process for evaluating the placement of infrastructure that may not comply with Borough code. The request for 'conditional use permits' through the Planning and Zoning Commission allows any industrial or individual project to be appropriately evaluated in terms of the viability of the project, the impact on the area and the public response to the project. Ultimately, this process and the work of Wrangell's Planning and Zoning Commission leads to better, more informed decisions by incorporating diverse perspectives and local knowledge, an increase in accountability, and the building of trust and community ownership.

In a recent case before the Planning and Zoning Commission, a tower company requested a conditional use permit to place a 250' tower that would include a broadband antenna at 12.5 mile Zimovia Highway. Although the request was denied because it was impossible for the company to comply with the first condition of the conditional use permit (concealment), the public process also revealed that the company failed to prove that the area was 'underserved' in terms of broadband access and failed to prove that every home and lot in the intended coverage area would benefit from the project. The company also failed to prove with documentation that (1) the project would improve cell service, (2) that the project would not affect property values and subsequently the cities property tax revenue, (3) that the company

attempted to place the tower in a site that would lower the height and minimize the impact on the residential neighborhood, (4) that the project would improve emergency service by local providers and/or the Coast Guard and (5) that the entire proposed project would not exceed FCC limits of excessive radiofrequency (RF) radiation. In addition, the project was not state of the art as it would have only provided 2.5G service, rather than the FCC's intent for 5G or 6G service all across the country.

We often hear people say, "I don't vote because I don't think my vote counts." Yes, it is difficult to feel that one makes a difference at the ballot box. However, we all have the opportunity to make a difference at the local and state level through the opportunity to participate in the public process. It is what makes "America great". The possibility of a federal agency making policy that would deteriorate or eliminate that process at the state and local level is appalling and alarming. And once one agency succeeds, other agencies that choose to place the interests of industry over the needs and interest of states, local governments and the public will follow. Please respond to the FCC's notice of inquiry and protect Wrangell's use of the public process, assuring balanced decision making at the local level.

Thank you for serving our community,

John and Joan Sargent

Cc: Lisa Murkowski, U. S. Senator
 Nicholas Begich, U. S. Congressman
 Dan Sullivan, U. S. Senator
 Bert Stedman, State Senator
 John Coghill, State Senator
 Jeremy Bynum, State Representative
 Jonathan Keiss Tomkins, State Representative
 Rebecca Himschoot, State Representative
 Sylvia Ettafaph, Wrangell Chamber of Commerce President
 Larry Persily, Wrangell Sentinel

REFERENCES

FCC Fact Sheet, Building America: Eliminating Barriers to Wireless Deployments, Notice of Proposed Rulemaking-WT Docket No: 25-276, September 30, 2025,
<https://www.fcc.gov/document/fcc-aims-accelerate-wireless-infrastructure-buildout-0>

Accelerating Wireline Infrastructure Buildout, September 30, 2025,
<https://www.fcc.gov/document/accelerating-wireline-infrastructure-buildout-0>

Statement of Chairman Brendan Carr, <https://www.fcc.gov/document/fcc-aims-accelerate-wireless-infrastructure-buildout-0>, [FCC-25-66A1.pdf](#)

Statement of Commissioner Anna M. Gomez, <https://www.fcc.gov/document/fcc-aims-accelerate-wireless-infrastructure-buildout-0>, [FCC-25-67A4.pdf](#)

Statement of Commissioner Olivia Trusty, <https://www.fcc.gov/document/fcc-aims-accelerate-wireless-infrastructure-buildout-0>, [FCC-25-67A3.pdf](#)

Minutes of Regular Assembly Meeting Held on November 12, 2025

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 6:00 p.m., November 12, 2025, in the Borough Assembly Chambers. Audience member Leighetta DeBord led the pledge of allegiance.

PRESENT – GILBERT, DALRYMPLE, DEBORD, MACH, POWELL

ABSENT – POWERS & OTTESEN

Borough Manager Villarma and Deputy Clerk Powell were also present.

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD

Mike Putney from SEARHC: shared appreciation for work that Kate and Mason have put in to helping them get set up.

AMENDMENTS TO THE AGENDA: 6b moved to “Unfinished Business”; 13d moved to 13a

CONFLICT OF INTEREST – Debord stated that he had a conflict of interest on Item 13d (SEARHC PUD and Plat Approval) due to being employed by them; Mach stated that he may have a conflict of interest on Item 13d as well, since his property is next to SEARHC property. Gilbert stated that DeBord did have a conflict and that Mach does not. There were no objections from the Assembly.

CONSENT AGENDA

6a Minutes from the October 28, 2025 Regular Assembly meeting

~~6b **RESOLUTION No. 11-25-1998 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA IN SUPPORT OF FULL FUNDING (\$18,186,535) FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2027 STATE CAPITAL BUDGET** (Moved to Unfinished Business)~~

6c Approval of Happy Cannabis Store License 10200 Renewal

6d Approval of Happy Cannabis Cultivation License 10201 Renewal

6e CORRESPONDENCE: Minutes from the September 15, 2025 Regular School Board meeting

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

BOROUGH MANAGER'S REPORT

Borough Manager Villarma's report was presented.

Amber Al-Haddad, Capital Projects Director's report was provided.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

Mason asked assembly to look at passenger wharfage fee for 2027 and requested the assembly ask the port commission to review it. Assembly directed it. Mayor Gilbert would like to have a town hall in December in the form of a 90-minute presentation with Q&A prior to December 16 meeting. Tentatively, scheduled for December 15 at 7:30 pm due to school board meeting at 6:30 pm on same date.

Mason asked if the assembly had any items for the 12/16 meeting. None were stated

Mason asked about time clock accountability: Powell has mixed feelings about it – how to deal with 15-minute breaks with in/outs, call outs; would like to see how other municipalities do it with critical infrastructure people that are all over the community and at various time.

Dalrymple reported on his SSRAA – reappointed to seat on board; Crystal Hatchery is an ongoing project; proposal from state board to limit hatchery fish. next board meeting is in March.

MAYOR AND ASSEMBLY APPOINTMENTS

SEAPA Board Appointments (*2 voting members & 2 alternate members*)

With the Consent of the Assembly, Gilbert appointed the following individuals to the SEAPA Board of Directors:

- Voting member seats from January 1 – December 31, 2026 (Gilbert and Villarma);
- Non-Voting member seats from January 1 – December 31, 2026 (McHolland and Powell)

There were no objections to the appointments from the Assembly.

PUBLIC HEARING

11a ORDINANCE No. 1095 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 5.08.130 – SALES TAX INSPECTOR – DUTIES, TO ENACT ENFORCEMENT, IN THE WRANGELL MUNICIPAL CODE

Gilbert called the Public Hearing to order and asked for an administrative report. Villarma stated that this Ordinance strengthens enforcement of sales tax compliance.

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

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

M/S: Powell/Mach to approve Ordinance No. 1095. Motion approved by polled vote.

11b ORDINANCE NO. 1093 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 9.08.090, CERTAIN CONDITIONS DECLARED NUISANCES, IN CHAPTER 9.08, NUISANCES, TITLE 9, HEALTH AND SAFETY, OF THE WRANGELL MUNICIPAL CODE

Gilbert called the Public Hearing to order and asked for an administrative report. Villarma stated that this Ordinance is a housekeeping item, adding the allowance for a fine for violating this section.

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

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

M/S: Powell/Dalrymple to approve Ordinance No. 1093. Motion approved by polled vote.

11c ORDINANCE NO. 1094 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE

Gilbert called the Public Hearing to order and asked for an administrative report. Villarma stated that this Ordinance would add the fine for the prior Ordinance, to the fine schedule.

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

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

M/S: Powell/Mach to approve Ordinance No. 1094. Motion approved by polled vote.

11d Approval to move forward with the sale of borough-owned real property consisting of a portion of Lot 6A, Plat 90-2 to Twyla Nore

Gilbert called the Public Hearing to order and asked for an administrative report. Villarma stated that this is the approval to move forward for a portion of borough-owned property adjacent to Ms. Nore's property. Kate Thomas, Economic Development Director gave information on the property.

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

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

M/S: Powell/Dalrymple to approve moving forward with the sale of borough-owned real property consisting of a portion of Lot 6A, Plat 90-2 to Twyla Nore. Motion approved by polled vote.

11e Approval to move forward with the sale of borough-owned real property consisting of a portion of Lot 6A, Plat 90-2 to Brian Ashton

Gilbert called the Public Hearing to order and asked for an administrative report. Villarma stated that this is the approval to move forward for a portion of borough-owned property adjacent to Mr. Ashton's property. Thomas gave information on the property.

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

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

M/S: Powell/Mach to approve moving forward with the sale of borough-owned real property consisting of a portion of Lot 6A, Plat 90-2 to Brian Ashton. Motion approved by polled vote.

11f RESOLUTION No. 11-25-1997 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEE AND RATE SCHEDULE FOR THE WRANGELL MUNICIPAL LIGHT AND POWER DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE

Gilbert called the Public Hearing to order and asked for an administrative report. Villarma stated that this Resolution amends the fee and rate schedule for Wrangell Municipal Light and Power to allow for a wholesale electric rate to be applied for the school.

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

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

M/S: Powell/Mach to approve Resolution No. 11-25-1997. Motion approved by polled vote.

UNFINISHED BUSINESS

6a RESOLUTION No. 11-25-1998 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA IN SUPPORT OF FULL FUNDING (\$18,186,535) FOR THE STATE OF ALASKA

MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2027 STATE CAPITAL BUDGET (*Moved from the Consent Agenda*)

M/S: Powell/Dalrymple to approve Resolution 1998. Motion approved by polled vote.

NEW BUSINESS

13d Approval of the Planned Unit Development and Final Plat creating Lots 1-9 of the Torgramsen-Austin-SEARHC Subdivision, a replat of Lot D of the Torgramsen-Austin Subdivision according to Plat No. 2017-1, zoned Zimovia Highway Mixed Use, owned and requested by Southeast Alaska Regional Health Consortium

M/S: Powell/Mach to approve the Planned Unit Development and Final Plat creating Lots 1-9 of the Torgramsen-Austin-SEARHC Subdivision, a subdivision of Lot D of the Torgramsen-Austin Subdivision according to Plat No. 2017-1, zoned Zimovia Highway Mixed Use, owned and requested by Southeast Alaska Regional Health Consortium. Motion approved by polled vote. DeBord abstained from voting due to conflict of interest.

13a ORDINANCE NO. 1096 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.04.015 – PROPERTY TAX ON LEASED PROPERTY – POSSESSORY INTEREST APPLIED TO CHAPTER 5.04 – PROPERTY TAX, IN THE WRANGELL MUNICIPAL CODE

M/S: Powell/Mach to approve first reading of Ordinance No. 1096 and move to a second reading with a public hearing to be held on December 16, 2025. Motion approved by polled vote.

13b RESOLUTION No. 11-25-1999 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING APPLICATION TO THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR A LOAN FROM THE ALASKA DRINKING WATER STATE REVOLVING LOAN PROGRAM FOR THE MCKINNON STREET WATER UTILITY REPLACEMENT PROJECT AND REPEALING RESOLUTION NO. 08-25-1971 IN ITS ENTIRETY

M/S: Powell/DeBord to approve Resolution No. 11-25-1999. Motion approved by polled vote.

13c RESOLUTION No. 11-25-2000 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING APPLICATION TO THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR A LOAN FROM THE ALASKA CLEAN WATER STATE REVOLVING LOAN PROGRAM FOR THE MCKINNON STREET SEWER UTILITY REPLACEMENT PROJECT AND REPEALING RESOLUTION NO. 08-25-1972 IN ITS ENTIRETY

M/S: Powell/Mach to approve Resolution No. 11-25-2000. Motion approved by polled vote.

13e RESOLUTION No. 11-25-2001 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AN EXTENDED IN-KIND CONTRIBUTION FOR UTILITIES AND PROVIDING PROPERTY TAX RELIEF FOR KSTK FOR FY 2026

M/S: Powell/Mach to approve Resolution No. 11-25-2001. Motion approved by polled vote.

M/S: Powell/DeBord move to remove “And providing Property Tax Relief throughout the Resolution and remove the seventh Whereas statement and Section 2 in its entirety. Motion approved by polled vote.

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

13f Approval of Change Order No. 1 to Rock N Road Construction in the amount of \$85,783.84 for the Alder Top Village Subdivision Roadway and Utilities Project

M/S: Powell/Mach to approve Change Order No. 1 to Rock N Road Construction in the amount of \$85,783.84 for the Alder Top Village Subdivision Roadway and Utilities Project. Motion approved by polled vote.

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

EXECUTIVE SESSION – None.

Regular Assembly meeting adjourned at 7:17 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held on December 1, 2025**

Mayor Patricia Gilbert called the Special Assembly meeting to order at 5:30 p.m., December 1, 2025, in the Borough Assembly Chambers.

PRESENT – GILBERT, OTTESEN, DEBORD, POWERS, MACH (VIA PHONE)

ABSENT – DALRYMPLE, POWELL

Acting Manager Thomas and Borough Clerk Lane were also present.

PERSONS TO BE HEARD – None.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST – None.

NEW BUSINESS

5a Approve a Contract Award to PND Engineers in the Amount of \$236,888 for Engineering Services for the Port Development and Port Expansion Projects

M/S: Ottesen/DeBord to approve a Contract Award to PND Engineers in the Amount of \$236,888 for Engineering Services for the Port Development and Port Expansion Projects. Motion approved by polled vote.

5b Approve a Contract Award to proHNS in the Amount of \$51,013 for Engineering Services for the Wrangell Flume Replacement Project

M/S: DeBord/Powers a Contract Award to proHNS in the Amount of \$ 51,013 for Engineering Services for the Wrangell Flume Replacement Project. Motion approved by polled vote.

5c Final Plat approval of the Alder Top Village, Shoemaker Bay Subdivision II, a replat of Lot 26 of U.S.S. No 3403; Blocks 1-3 and Tract A (Plat No. 87-5), creating Lots 1-22, zoned Single Family Medium Density, owned and requested by the City and Borough of Wrangell, Alaska

M/S: Ottesen/DeBord to approve the Final Plat for the Alder Top Village, Shoemaker Bay Subdivision II. Motion approved by polled vote.

5d RESOLUTION No. 12-25-2002 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET BY TRANSFERING \$236,888 FROM THE PORT FUND RESERVES TO THE PORT FUND OPERATING BUDGET, PROFESSIONAL SERVICES CONTRACTUAL ACCOUNT, AND AUTHORIZING EXPENDITURES FOR ENGINEERING SERVICES FOR THE DEEPWATER PORT DEVELOPMENT AND DOWNTOWN PORT EXPANSION PROJECTS

M/S: Ottesen/Powers to approve Resolution No. 12-25-2002. Motion approved by polled vote.

5e RESOLUTION No. 12-25-2003 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET BY TRANSFERING \$51,013 FROM THE WATER FUND RESERVES TO THE WATER FUND OPERATING BUDGET, PROFESSIONAL SERVICES CONTRACTUAL ACCOUNT, AND AUTHORIZING EXPENDITURES FOR ENGINEERING SERVICES FOR THE WRANGELL FLUME REPLACEMENT PROJECT

M/S: Ottesen/DeBord to approve Resolution No. 12-25-2003. Motion approved by polled vote.

Special Assembly meeting adjourned at 5:45 p.m.

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Patricia Gilbert, Borough Mayor

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	6

RESOLUTION No. 12-25-2007 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET IN THE GENERAL FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$9,431 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES OFFICE OF HISTORY AND ARCHAEOLOGY AND AUTHORIZING ITS EXPENDITURE FOR THE STAR OF BENGAL EXHIBIT

<u>SUBMITTED BY:</u>
Katie Hermanns, Finance Director

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

<u>FISCAL NOTE:</u>		
Expenditure Required:		
FY 25:	FY 25:	FY26:
Amount Budgeted:		
	\$	
Account Number(s):		
	21000 125 4999 27 21004	
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure):		
	\$	

ATTACHMENTS: 1. Resolution No. **12-25-2007**.

This item is being considered under the Consent Agenda. Matters listed under the consent agenda are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion on these items. If the Mayor, and Assembly Member, the Manager or Clerk requests discussion and/or consideration on an item under the Consent Agenda, that item will be removed from the Consent Agenda and will be considered under Unfinished Business.

RECOMMENDATION MOTION (*Consent Agenda Item*):

Move to approve Resolution No. 12-25-2007.

SUMMARY STATEMENT:

In 2024, Borough applied for and received a grant from the State of Alaska Department of Natural Resources Office of History and Archaeology for the purpose of conserving the Star of Bengal's Bell for community display at the Nolan Center. This grant was originally issued in February 2024 in the amount of \$23,720, but no resolution came before the Assembly at that time. An additional \$9,431 was recently added to increase the scope of the work to be completed. This resolution approves the additional \$9431 increase to the FY26 Budget under account 21000 125 4999 27 21004 – Star of Bengal Maritime Preservation Grant.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 12-25-2007

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2026 BUDGET IN THE GENERAL FUND BY ACCEPTING A GRANT IN THE AMOUNT OF \$9,431 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES OFFICE OF HISTORY AND ARCHAEOLOGY AND AUTHORIZING ITS EXPENDITURE FOR THE STAR OF BENGAL EXHIBIT

WHEREAS, the Borough applied for and received a grant from the State of Alaska Department of Natural Resources Office of History and Archaeology for the purpose of conserving the Star of Bengal's Bell for community display at the Nolan Center. This grant was originally issued in February 2024 in the amount of \$23,720. An additional \$9,431 was recently added to increase the scope of the work. Because the original amount was not formally accepted by the Assembly in 2024, the entire amount of \$33,151 is accepted under this resolution with \$9431 increasing the FY26 Budget; and

WHEREAS, preserving this piece of Wrangell history for display is essential for providing our community and visitors with living history for a more thorough understanding of our community, history, and cultures both past and present.

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

Section 1: The FY 2026 Budget in the General Fund is amended to reflect an increase in revenue to account 21000 125 4999 27 21004 – Star of Bengal Maritime Preservation Grant in the amount of the current receipt of \$9,431.00.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 16th DAY OF DECEMBER, 2025.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 305 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, 3 AAC 305.045 and 3 AAC 305.060.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Totem Bar & Liquor Store, LLC	License #:	1160		
License Type:	Package Store License (PSL)	Statutory Reference:	AS 04.09.230		
Doing Business As:	Totem Bar & Liquor Store				
Premises Address:	116 Front Street				
City:	Wrangell	State:	Alaska	ZIP:	99929
Local Governing Body/Bodies:	City and Borough of Wrangell, Alaska				

Transfer Type:

- ☒ Regular transfer
- ☐ Transfer with security interest
- ☐ Involuntary retransfer
- ☐ Controlling interest transfer
- ☐ Location transfer

RECEIVED

AUG 28 2025

Dept. of Commerce
AMCO**OFFICE USE ONLY**

Complete Date:		Transaction #:	
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Rayme's Bar, Inc.				
Doing Business As:	Rayme's Liquor Store				
Premises Address:	116 Front Street				
City:	Wrangell	State:	AK	ZIP:	99929
Community Council, (If applicable):					

Mailing Address:	PO Box 1201				
City:	Wrangell	State:	AK	ZIP:	99929
Email:	raymesbar@gmail.com	Phone:	907-305-0906		

Designated Licensee:	Samuel Raymond Privett III				
Contact Phone:	907-305-0906	Business Phone:	907-874-3442		
Contact Email:	raymesbar@gmail.com				

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer (Must be in feet).

Approximately 1056 feet to Stikine Middle School;
Approximately 1584 feet to Wrangell High School;

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer (Must be in feet).

Approximately 528 feet to St Rose-Lima Catholic Church

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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:		Phone:			

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:		Phone:			

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the application shall be executed by an authorized officer of the Corporation. Information must be completed below for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, whether manager managed or member managed, the following information must be completed for each *member with an ownership interest of 10% or more* and for each *manager regardless of ownership share*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.
- For any entity, identify all affiliates for your organization as defined at 3 AAC 305.950.

Entity Official:	Samuel Raymond Privett, III				
Title(s):	Shareholder, President, Secretary, Treasurer, Director	Phone:	907-305-0906	% Owned:	100
Address:	PO Box 1201				
City:	Wrangell	State:	AK	ZIP:	99929
Email:	raymesbar@gmail.com	Phone:	907-305-0906		

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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	
Email:		Phone:			

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	
Email:		Phone:			

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	
Email:		Phone:			

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). The registered agent is either an individual resident of the state or domestic corporation authorized to transact business in the state and whose business office is the same as the registered office.

CBPL Entity #:	105338	AK Formed Date:	12/22/2006	Home State:	Alaska
Registered Agent:	Samuel Raymond Privett III		Agent's Phone:	907-305-0906	
Agent's Mailing Address:	PO Box 1201				
City:	Wrangell	State:	AK	ZIP:	99929
Email:	raymesbar@gmail.com		Phone:	907-305-0906	

Residency of Agent: Alaska

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Yes No

Does your registered agent satisfy the requirement of AS 04.11.430?

☒☐

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Dept. of Commerce

AMCO



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 6 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Transferee currently holds BDL # 179 and PSL # 180

Transferee is submitting a concurrent application for BDL #1159

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

Attorney Christopher J. Walker and Legal Assistant Diane Foster of Faulkner Banfield Law, PC, counsel for transferee.

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Dept. of Commerce
AMCO



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 8 – Transferor Certifications**

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Signature of transferor

Aaron Powell, Member of Totem Bar & Liquor Store, LLC

Printed name of transferor

Subscribed and sworn to before me this 24 day of July, 2025.

Signature of Notary Public

Notary Public in and for the State of AlaskaMy commission expires: 8-19-27_____
Signature of transferor_____
Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public**RECEIVED**

AUG 28 2025

Dept. of Commerce
AMCO

Notary Public in and for the State of _____

My commission expires: _____



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

SRP III

I certify that all proposed licensees have been listed with the Division of Corporations.

SRP III

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

SRP III

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

SRP III

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

SRP III

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

SRP III

I certify that I and any individual identified in the business entity ownership section of this application, has, or will read AS 04 and its implementing regulations.

SRP III

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AUG 28 2025

Signature of transferee

Samuel Raymond Privett III

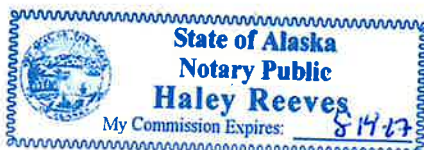
Printed name President of Rayme's Bar, Inc.

Dept. of Commerce
AMCO

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 8-9-27

Subscribed and sworn to before me this 24th day of July, 2025.



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all alcohol license applications, per AS 04.11.260, 3 AAC 305.630 and 3 AAC 305.660. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing.

This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete. You may attach blueprints or other detailed drawings that meet the requirements of this form.

The diagram MUST include:

- You must use a **solid, contiguous red line** to outline the outer perimeter of your premises with no breaks or separations.
 - The red outline is required to follow a physical barrier (wall, fence and even across doorways).
 - There should be no red lines within the perimeter
- Each area should be clearly labeled in any color other than red where alcohol is:
 - Stored
 - Served/Sold
 - Manufactured
 - Consumed
- All diagrams must include:
 - Dimensions (AMCO does not accept diagrams drawn to scale)
 - Cross streets
 - Points of reference, such as a compass rose indicating True North
 - All entrances, exits, walls, bars, and fixtures
- If your premises include multiple floors, please include a separate diagram of each floor.
 - You must identify the stairs between each floor, and each hallway/corridor that leads to each set of stairs.
- If your premises includes multiple floors, please include a separate diagram of each floor. You must identify the stairs between each floor, and each hallway/corridor that leads to each set of stairs.
- If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.
- **Any license applications that include outdoor space** are required to submit a security plan that includes information about the barriers, practices, and personnel that are to be used to ensure that alcohol is not introduced or removed from the permitted premises and to prevent the access of alcohol by a minor during the permitted event. A security plan may be requested for other proposed locations on a case-by-case basis.

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AMCO

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Rayme's Bar, Inc.	License Number:	1159
License Type:	Beverage Dispensary License (BDL)		
Doing Business As:	Rayme's Bar		
Premises Address:	116 Front Street		
City:	Wrangell	State:	AK
		ZIP:	99929

Rayme's Bar, Inc.
PO Box 1201
Wrangell, Alaska 99929

October 21, 2025

Alaska Alcohol & Marijuana Control Office
Attn: Kristina Serezhenkov
Via email to kristina.serezhenkov@alaska.gov

Re: BDL 1159 & PSL 1160
Statement Regarding Licensed Premises

To Whom it May Concern:

Rayme's Bar Inc. submitted applications for transfer of BDL 1159 and PSL 1160. By email dated October 16, 2025, I have been asked to provide a statement regarding the overlap of the proposed licensed premises for BDL 1159 & PSL 1160 located at 116 Front Street, Wrangell, Alaska 99929.

The enclosed and updated Form AB-02 reflects the two proposed licensed premises, with the portions of the BDL 1159 premises open to the public shaded in yellow and the portions of the PSL 1160 premises open to the public shaded in blue. The portions of the proposed premises open to the public are entirely separate.

The operations under BDL 1159 and PSL 1160 overlap only with respect to shared use of non-public storage areas (including the "Display Cooler") which are shaded in green. From the PSL 1160 premises, the public can access only display racks through the store-facing display doors of the cooler. The display racks block the entire display door and could not be used to pass into the cooler and areas shared with BDL 1159.

The only points of access from the PSL 1160 premises to the BDL 1159 premises, and vice versa, are the two doors on either side of the PSL 1160 point-of-sale counter and the BDL 1159 "Bar Area." These areas are immediately adjacent to each other. Having the point-of-sale, bar area, and two doors in one central location allows staff to easily monitor people passing from one premises to the other. Even while performing other tasks, staff can prevent beverages purchased in the PSL 1160 premises from being consumed on the BDL 1159 premises, and vice versa.

The only access to the shared area is immediately behind the PSL 1160 point-of-sale counter. There is no access from the interior storage areas directly into the BDL 1159 premises, i.e., there is no 'back door' to pass from the shared area to the BDL 1159 premises.

To briefly reply to other questions regarding the transfer applications for BDL 1159 and PSL 1160:

- The d/b/a name for PSL 1160 will be "Rayme's Liquor Store."

October 21, 2025

- The BDL 1159 premises will be operated as a bar-only model. It is not intended that BDL 1159 premises allow minors for dining or any other purpose.

I am happy to address any other concerns you have regarding the applications for transfer of BDL 1159 and PSL 1160 to Rayme's Bar, Inc. Please copy Christopher J. Walker (cwalker@faulknerbanfield.com) and Diane Foster (dfoster@faulknerbanfield.com) on any future correspondence.

Sincerely,



Samuel R. Privett, III (Oct 21, 2025 12:45:49 AKDT)

Samuel R. Privett, III
President,
Rayme's Bar, Inc.

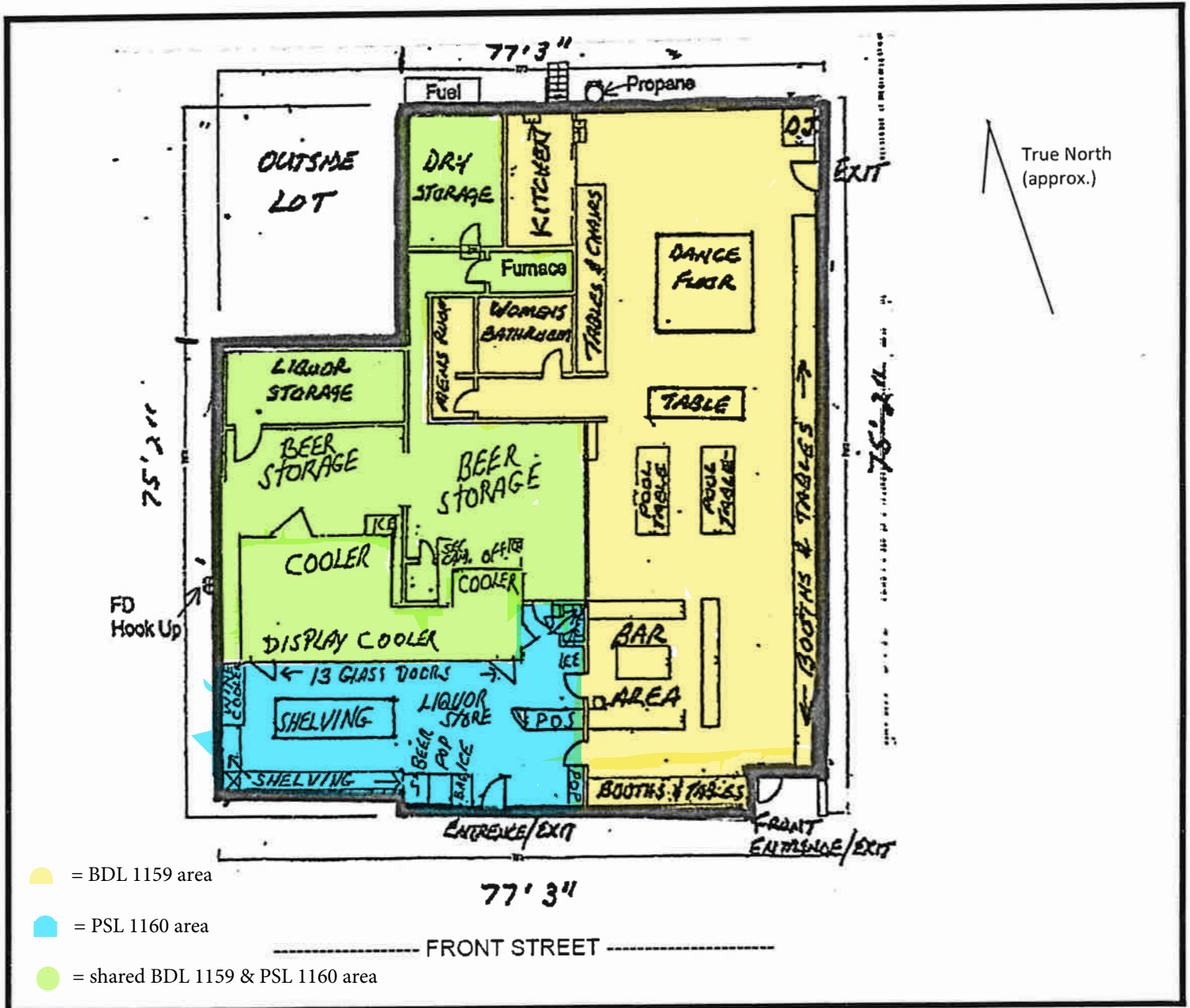


Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. See above for detailed instructions.



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Letter - Statement from Rayme to AMCO

Final Audit Report

2025-10-21

Created:	2025-10-21
By:	Christopher Walker (cwalker@faulknerbanfield.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHyNNZSxlgOg2quY4pvBfgKXpUwjimTA

"Letter - Statement from Rayme to AMCO" History

-  Document created by Christopher Walker (cwalker@faulknerbanfield.com)
2025-10-21 - 8:44:14 PM GMT
-  Document emailed to Samuel R. Priivett, III (raymesbar@gmail.com) for signature
2025-10-21 - 8:44:17 PM GMT
-  Email viewed by Samuel R. Priivett, III (raymesbar@gmail.com)
2025-10-21 - 8:45:07 PM GMT
-  Document e-signed by Samuel R. Priivett, III (raymesbar@gmail.com)
Signature Date: 2025-10-21 - 8:45:49 PM GMT - Time Source: server
-  Agreement completed.
2025-10-21 - 8:45:49 PM GMT

**Adobe Acrobat Sign**

BOARD ACTION

**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)
November 19, 2025**

For Details, Contact:
Joshua Garrett, Ed.D.
Superintendent
Direct Phone: 907-874-2347

- Approved the agenda which includes the consent agenda
 - Approved Minutes of the October 13, 2025, Regular School Board Meeting
 - Offered Cassandra Schilling-Shilts an extracurricular contract for Assistant Cheer Coach
 - Offered Michelle Thomassen an extracurricular contract for Senior Class Co-Advisor
 - Approved the hire of Brent Smith as paraprofessional
 - Rescinded the resignation of Leah Smith, paraprofessional
 - Reviewed the Resignation of:
 - Wilma Leslie, Paraprofessional
 - Tammy McCay, Paraprofessional
- Accepted the first reading of Board Policy
 - BP-3300, Expenditures/Expending Authority
 - BP-3305, Electronic Funds Transfer
 - BP-3310, Purchasing
 - BP-3311, Bids and Requests for Proposals
 - BP-4131, Certificated Staff Personnel Staff Development
 - BP-5131.42, Threats of Violence
 - BP-5138, Student Possession and Use of Portable Electronic Devices
 - BP-5141, Health Care and Emergencies
 - BP-5141.4 Child Abuse Reporting
 - BP-5142.3, Restraint and Seclusion
 - BP-5145.11, Questioning and Apprehension
- Reviewed Board Policy
 - BP-4119.26, Employee Technology Usage
 - BP-5141.21, Administering Medication
 - BP-5141.3, Health Examinations
 - BP-5141.41, Sexual Abuse, Sexual Assault, and Dating Violence Awareness
- Accepted the first reading, repealing Board Policy:
 - BP-5131.44, Use of Force to Maintain Safety and Order
 - BP-5131.45, Student Arrest
- Recessed into Executive Session
- Reconvened into Regular Session with no action taken
- Adjourned

**MEMORANDUM**

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

CC: MASON VILLARMA, BOROUGH MANAGER

FROM: Steve Miller, Port Director

SUBJECT: MONTHLY PORT & HARBOR REPORT

DATE: 11/15/2025

Harbor Maintenance

General maintenance continues across all harbor facilities as staff work to complete winter preparations. Routine servicing of equipment remains a priority – Honda pumps have undergone oil changes, run testing, and refilling with anti-seize, while harbor cranes were greased, fluid levels checked, and filters replaced to ensure reliable operation through the colder months.

Float pressure washing remains high on the list until freezing temperatures set in. Staff have also changed oil and installed snowplows on the department's four-wheelers, fully winterized floats, shut off water at the City Dock and Grids, and activated heat trace systems while opening bleed valves to prevent freezing. The harbor office and dock sheds have been restocked with ice melt in preparation for winter conditions.

Additional maintenance dock and repairs included reattaching the water line to Reliance, repairing broken fingers at both the Reliance Dock and Standard Oil Dock, reattaching pilings at the Mill Dock, and installing new bumpers along Reliance to enhance vessel and dock protection.

The Shoemaker Bay crane is currently undergoing repair, with both hydraulic rams being rebuilt by a local machinist. Replacement parts are on order, and the crane is expected to be back in service soon.

Marine Service Center

Operations at the Marine Service Center have remained steady. With winter approaching, staff have begun winterizing water hydrants and the washdown pad to prevent freeze damage and maintain facility readiness. As time allows, the crew has also been cleaning and preparing impounded vessels for demolition, ensuring all environmental protocols are followed. This includes draining fluids, capturing oils, and safely handling other hazardous materials prior to disposal.

The goal is to process and destroy at least six vessels over the winter months, helping to clear yard space, improve safety, and maintain compliance with environmental standards. These efforts support ongoing facility organization and readiness for the next operational season.

Harbor Office

I attended the 46th Annual Alaska Association of Harbormasters & Port Administrators (AAHPA) Conference, held in Juneau, Alaska, October 20-24, 2025, and hosted by the City and Borough of Juneau Docks and Harbors. The conference brought together harbor and port professionals from across Alaska to share ideas, discuss infrastructure funding, and explore innovations that strengthen maritime operations statewide. I currently serve on the AAHPA Board of Directors, holding Director Seat 7, and was re-elected to a two-year term during the annual meeting.

The conference included sessions focused on harbor operations, safety, asset management, planning, and building stronger partnerships with local and tribal organizations. Members adopted two key resolutions: Resolution 2025-1, supporting full funding of the State Municipal Harbor Facility Grant Program (\$18.2 million), and Resolution 2025-2, advocating to increase the program's maximum annual grant to \$7.5 million. AAHPA also continued its investment in Alaska's future maritime workforce by awarding scholarships ranging from \$2,000 to \$5,000 to students pursuing marine-related trades and careers. The event concluded with facility tours, networking sessions, and an awards banquet recognizing excellence in Alaska's port and harbor community.

Sincerely,
Steve Miller

City & Borough of Wrangell

JAMES & ELSIE NOLAN CENTER

Administrative Report



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

Cc: Mason Villarma, Borough Manager

From: Jeanie Arnold, Nolan Center Director

Subject: Nolan Center Report- December

Date: December 16th, 2025

November/ December Events:

This report summarizes the high volume of community engagement at the Nolan Center during November and December. These months highlight the facility's critical role as Wrangell's primary venue for cultural, civic, and educational events, demonstrating successful revenue generation, strong partnerships, and diverse programming for the community.

Revenue & Economic Impact	The "Scarlet O'Hare Complex" (Nov 6th-8th) generated approximately \$8,000, showcasing the center's capacity to host profitable productions and support local arts.
Civic & Governmental Use	The center hosted five major civic meetings: two Wrangell Public Schools Community Conversations (Nov 20th and Dec 6th), the ADFG Advisory Meeting (Dec 8th & 11th), Town Hall Meeting (Dec 15 th), Waterfront and Deepwater Port partnership & Project Update; and the Southeast Subsistence Council Meeting (Dec 17th-18th).
Education & Wellness	Events included the Spruce Roots Financial Wellness Workshop (Nov 15th) and the SEARHC Benefit Fair (Nov 20th), providing valuable resources and educational opportunities to the public.
Community & Family	Numerous free events were held, such as the Free Retro Weekend (Nov 21st-23rd) and multiple Free Movie Nights (Nov 18th, Dec 7 th Dec 16th), enhancing community outreach and accessibility.
Holiday & Cultural Events	The center was used for seasonal community gatherings, including the Harvest Bazaar (Nov 15th), Dove Tree Ceremony (Nov 30th), Shop Small Saturday Market (Nov 29th), and the Holiday Community Market (Dec 20th).

City & Borough of Wrangell

JAMES & ELSIE NOLAN CENTER

Administrative Report



MV Chugach Update:

Infrastructure and Project Status Update

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

The status remains as follows :

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

November/December photo highlights:



Gratitude & Thanks:

I want to thank the Assembly, Madam Mayor, and City Manager Villarma for your vital support of the Nolan Center throughout 2025. Your commitment has been instrumental in ensuring the Center continues to enrich our town by serving as a hub for culture and community engagement. We wish you all a wonderful holiday season and a happy, prosperous New Year.

Sincerely, Jeanie Arnold, Nolan Center Director

City & Borough of Wrangell

IRENE INGLE PUBLIC LIBRARY

Administrative Report



To: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
Cc: MASON VILLARMA, BOROUGH MANAGER
From: SARAH SCAMBLER, LIBRARY DIRECTOR
Subject: LIBRARY REPORT
Date: 12/2/2025

Programs and Events

Our annual cookie decorating event in honor and memory of the Heller family was a great success. We welcomed 72 participants of all ages. Thank you to the Friends of the Library for providing decorating supplies, and to everyone who volunteered to bake sugar cookies and help make this event a tradition. The purpose of this program is not to revisit the sadness of their loss, but to celebrate what the Heller family treasured most during their favorite time of year. It brings people together, creates joyful memories, and reflects the spirit they shared with our community. Their name is never mentioned during the event, but the heart behind it remains.

Kids Club at the library is going strong, with 378 participants across 11 programs so far this season. Our weekly session is always a little organized chaos, and the kids could not be happier. SuperSpace tiles continue to be a favorite, along with the Nintendo Switch and the rotating STEAM activities we put out each week. The program runs through December 17 and will resume in February.

Other ongoing programs include Story Time, Baby Music, and Book Club.

We are also gearing up for our annual Winter Reading Program for Grownups, which will span January 1st through March 20th.

Grants and Funding

I am pleased to share that the library did receive the IMLS Basic Grant for this year. During the budget process in the spring, we were uncertain whether funds would be available for these grants, so this is truly welcome news. This \$10,000 grant will help us purchase a new couch for the youth and teen area, add more audiobook devices, maintain access to the Alaska Digital Library, and support staff travel to the Alaska Library Association Conference in March 2026.

Work on our IMLS Enhancement Grant is moving forward. We are currently recruiting for the new Programming Coordinator position and we are in active conversations with the school district about bringing on a tutor to support high school and middle school students. In addition, we have reached out to several authors and speakers to explore future events. While many pieces are still in progress, we are building a strong foundation for the grant's goals.

In late October we had the honor of welcoming members of the Rasmuson Foundation board and staff to the library during their visit to Wrangell. It gave us a meaningful opportunity to share our hopes for

the library's future including potential facility additions, expanded programming, and the continued care of our Alaskan collection, all of which align with the types of projects the Foundation supports. We were deeply grateful when, several weeks later, the Friends of the Library received a \$1,000 general operating support grant from the Foundation. The Friends have chosen to dedicate this gift to the Classroom Addition fund, which they have been steadily building over the past several years to cover the cost of concept plans for a potential classroom addition to the library.

Friends of the Library Activity

Funds raised and received by the Friends of the Library are essential to the work we do. The Friends serve as the library's 501c3 arm, allowing us to pursue funding opportunities that are only available to nonprofit organizations and to give back to the community in ways that would not otherwise be possible. Their purpose is to promote the Wrangell Public Library as a cultural, educational, and recreational asset of the City and Borough of Wrangell. They support the library through public relations, programming, and fundraising, and their work as a nonprofit partner strengthens every aspect of what we do.

The Annual Friends of the Library Raffle for two round trip Alaska Airlines tickets wrapped up at the end of November. Congratulations to this year's winner, Linda Churchill. Thank you to everyone who purchased tickets, to the Friends who sold them, and especially to Alaska Airlines for donating the two airline tickets. The raffle raised \$6,685 for the library, and these funds will support programs such as the Winter Reading Program for Grownups, the Summer Reading Program, the Bookmark Contest and more. These funds also go towards the purchase of new library furniture, such as our recently added public computer desks, as well as our beautiful summer flowers and landscaping.

The Friends were awarded a \$1,000 grant from AP&T to enhance our youth and teen area. Combined with support from the IMLS Basic Grant, the back area of the library will be receiving some much-needed updates that will benefit young patrons for years to come.

The Friends received generous donation from Katherine and James George of Zak's Café. We appreciate their contribution to the library and their continued support of our community.

At the request of his family, the Friends of the Library has also been receiving donations in memory of Rod Brown, and we are grateful for this meaningful support.

As always, thank you to the Assembly for your continued support of the Irene Ingle Public Library!

Sincerely,

SARAH SCAMBLER

Library Director



Date: December 10, 2025

Director's Public Safety Report

Modernization:

The Wrangell Police Department has hit several road bumps over the last few months. These were not unexpected as grants were being researched to fix many technological issues, but time caught up to the PD and we had some tech failures:

1. The server - WPD was already looking at a Criminal Justice Information Systems (CJIS) compliant, cloud-based server to store our information on and remove the server from the PD. A cloud-based server has a mandatory in transit and at rest encryption, multi-factor authentication, advanced intrusion analytics and redundancy backups. Compass, our IT provider, can provide this service and makes our confidential information more secure. It also makes remote access possible and provides instant maintenance in case of a server failure. In-house servers require parts to be shipped and technicians to be flown in for repairs. Very costly and very time consuming with the inability to access necessary police programs.
2. The Report Management System (RMS) - The RMS was a replacement focus for the last year and a quarter since I took over as chief. The current system was antiquated, difficult to use and no longer supported as the business who supplied the RMS went out of business. A grant had been applied for to obtain a new RMS. When the server crashed, we lost access to the RMS as the system requires new passcodes to reboot. This was a devastating loss of information as all the contact information for businesses, people, addresses, prior reports, etc. has been locked. We have hard paper copies but these are difficult to research and must be accessed by date or case number.

We took the bad and turned it into a growing opportunity. We found a provider, eForce, that will supply us with a new RMS which includes Computer-Aided Dispatch (CAD) and an evidence management system. I literally spit coffee upon taking over the department last year when I discovered our evidence documentation was still being completed on type-writer.



This new system with CAD will allow us to expedite Fire/ EMS calls with push button messaging to all volunteers' smart phone devices of medical calls, it will assist dispatch with EMD or emergency medical dispatching by providing itemized questions to be asked for each specific emergency and will establish easily accessible data for information pertaining to public safety. Ask me for more information on all the benefits and capabilities this new RMS/ CAD system. The installation is

approximately \$68,000 and yearly maintenance fees of around \$8,000. It was a steal compared to the high-end programs such as Motorola (\$175k if we used PPD servers). While at training, I tested and evaluated 6 different companies before choosing eForce, the purchased system.

Schools:

It has been refreshing to work with the new school superintendent. Josh Garrett is engaging and easy to work with. We have been putting additional focus on threat mitigation to school campuses through training with drills and exercises being planned. Superintendent Garrett and I have developed a training schedule that will take us through the rest of this school year and into the next year.

We used the recent scare of a fraudulent child abduction at the Junior High and a subsequent hostile threat to the Elementary School to engage the community on expectations during critical incidents. A lockdown was defined in comparison to a hostile threat and how each would be handled. A two-hour educational block is scheduled with the School Board in December to further information being shared with the community. I recommend the same presentation to the Council as you will learn prevention of hostile intruders and expectations if we have a hostile threat to a school campus.

Our 2nd Annual Christmas Card Competition has been completed. It was another close contest with almost 20 submissions from our K-5th graders. The winner, Ms. Izzy Mora-Miera, received a crisp \$100 bill from me, a few of the cards for their family and a plaque posted in the lobby commemorating the 2025 Christmas Card.

Enforcement

We have been short staffed with the departures of three officers in the last year and one on maternity leave. We are rebounding quickly with four currently working, one set to graduate from the academy (Ofc. Matt Nore) at the end of January and one potential new hire in the background process.



However, we have still focused much of our time on narcotics interdiction, and many recent arrests are directly linked to that enforcement. The investigations are not just localized in Wrangell but have been linked to regional activity. We are continuing to use the liberal application of legal, lawful pressure to further address drug sales and drug use along with cooperative efforts with other affected agencies. More arrests are anticipated on the horizon. Stay turned to the WPD Press Releases and Facebook for those we inevitably arrest.

Training:

Our Correctional Officer/ Dispatchers have all completed basic telecommunicator training. CO Comstock is now certified to instruct and is set to attend EMD (Emergency Medical Dispatch)



Training through which he will train all the other COs on how to properly dispatch medical calls. This will be an excellent addition with the new CAD as more information will be provided to our WFD volunteers who respond to medical calls. Karen Benedict, our CO/ Dispatch supervisor recently attended the FBI Law Enforcement Executive Development Association's (LEEDA) Supervisor Leadership Institute Training. Sgt. Damon Roher is scheduled for the same training at the end of January. This training is instrumental in developing professional, thoughtful and well-educated leaders at WPD.

I will take this final opportunity of the year to thank you for your dedicated support for our public safety department. There is much to be prideful of in all the hard work being conducted out of this building that span every topic from illegally parked vehicles to attempted homicides, answering the phones for basic complaints to life threatening emergencies and caring for those who have been incarcerated in our facility. Your support provides an atmosphere necessary to continue our growth into a highly professional agency and a destination location for anyone wishing to serve in Southeast Alaska.

This is a very brief summary of all the hard work your officers are doing for the community. If you ever have any questions or concerns, please let me know.

Chief



OFFICE OF THE BOROUGH CLERK

Administrative Report



To: Mayor and Borough Assembly Members

From: Kim Lane, MMC, Borough Clerk

Subject: December 16, 2025 Borough Clerk's Report

Upcoming Work Sessions (scheduled), Public Hearings (scheduled), Regular Assembly Meetings, and Other Meetings (scheduled)				
DATE	MEETING TYPE/EVENT	WS? - TOPIC	TIME	NOTES
2025-12-16	REGULAR (<i>rescheduled from 12-9</i>)	No WS	6PM REG	
2026-01-13	REGULAR	WS ??	6PM REG	
2026-01-27	REGULAR	WS ??	6PM REG	
2026-02-05	SCHOOL BOARD / BOROUGH ASSEMBLY WORK SESSION	BUDGET/FACILITIES	6PM	This WS will take place in the Evergreen Elementary School - Classroom 101
2026-02-10	REGULAR	WS ??	6PM REG	
2026-02-24	REGULAR	WS ??	6PM REG	
2026-03-10	REGULAR	WS ??	6PM REG	
2026-03-24	REGULAR	WS ??	6PM REG	
2026-04-14	REGULAR	WS ??	6PM REG	
2026-04-28	REGULAR	WS ??	6PM REG	

ALDER TOP VILLAGE LOTS:

The Alder Top Lot auction closed on December 1st. Below are the Lots that sold and the final amount they sold for. Once the final payments have been made, a Resolution will come before the Assembly to accept the revenue.

Please note that Lots 19, 21 and 22 did not sell during the auction period and have therefore been relisted on the Public Surplus site and will continue to be listed in 30-day increments, until sold. Lot 17 did receive a winning bid, however; the bidder had bid on two lots and contacted me shortly after the auction closed to state that he only wished to purchase one lot. He was notified (and was aware) that he forfeited his \$500 deposit for that lot.

Description	Starting Bid	Final Bid
LOT 2, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,289 sq. ft.)	\$65,900	\$66,000
LOT 3, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,856 sq. ft.)	\$65,500	\$65,500
LOT 4, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,496 sq. ft.)	\$69,900	\$70,200
LOT 5, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,562 sq. ft.)	\$70,100	\$75,200
LOT 6, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,996 sq. ft.)	\$65,000	\$80,300
LOT 7, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,445 sq. ft.)	\$69,700	\$99,500
LOT 8, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,083 sq. ft.)	\$68,500	\$68,500
LOT 9, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,193 sq. ft.)	\$75,400	\$76,000
LOT 11, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,000 sq. ft.)	\$55,100	\$55,100
LOT 12, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,795 sq. ft.)	\$60,300	\$63,600
LOT 13, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,100 sq. ft.)	\$64,100	\$66,100
LOT 14, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (21,384 sq. ft.)	\$62,000	\$62,000
LOT 15, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,446 sq. ft.)	\$59,300	\$59,300
LOT 16, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (19,509 sq. ft.)	\$56,600	\$56,600
LOT 17, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,571 sq. ft.)	\$53,900	RELISTED
LOT 18, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (18,873 sq. ft.)	\$54,700	\$54,700
LOT 19, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (20,413 sq. ft.)	\$59,200	RELISTED
LOT 20, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (22,346 sq. ft.)	\$64,800	\$64,800
LOT 21, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (17,170 sq. ft.)	\$49,800	RELISTED
LOT 22, BLOCK 1, SHOEMAKER BAY SUBDIVISION II (23,723 sq. ft.)	\$68,800	RELISTED

LOOKING FOR CURRENT OR PAST BUDGETS?

If you are interested in viewing the current or past Borough Budgets or Audits, you can find them at this link: <https://www.wrangell.com/finance/financial-reports-budget-and-audit>

They are located on the Borough Website, under Government – then click on “Financial Reports: Budget and Audit”

LASERFICHE REPOSITORY:

On Wednesday, November 26th, I emailed each of the Assembly Members, information for logging onto our Laserfiche Records Repository. This will allow you to search for project files and records that will also include Minutes, Packets, Resolutions, Minutes, etc. If you have any questions whatsoever on how to navigate through the repository, please reach out and I can review it with you.

LIVESTREAM – ZOOM:

Assembly Meetings are now livestreamed through Zoom Webinar. The public can listen and watch from their device with the information below:

Link: <https://us02web.zoom.us/j/82198672624?pwd=nQmF3oaRoa5WHYzHCFMvEivvbaFMlS.1>
Passcode: 99929

Or to join via audio by dialing: (253) 215-8782 or (253) 205-0468
Webinar (meeting) ID: 821 9867 2624 | **Passcode:** 99929

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

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	10

Code Review Committee Appointments		
<u>SUBMITTED BY:</u>		
Kim Lane, Borough Clerk		
<u>ATTACHMENTS:</u>		

Appointments to be filled by the Mayor with the consent of the assembly for TWO Assembly members (or the Mayor and one Assembly member).

Mayor: If there are no objections, I will appoint _____ & _____ to fill the Code Review Committee seats until December 31, 2026.

This appointment is just for two assembly members (or the mayor and one assembly member). The Borough Clerk is automatically on this committee.

This committee is tasked with reviewing sections of the Wrangell Municipal Code, if necessary, before it is brought to the Borough Assembly for consideration.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	10

Finance Committee Appointments		
<u>SUBMITTED BY:</u>		
Kim Lane, MMC, Borough Clerk		
<u>ATTACHMENTS:</u>		

Appointments to be filled by the Mayor with the consent of the assembly for TWO Assembly members (or the Mayor and one Assembly member).

Mayor:

- Assembly Member appointments: If there are no objections, I will appoint _____ & _____ to fill the Finance Committee seats until December 31, 2026.
- Community Member appointment: If there are no objections, I will appoint _____ to fill the Finance Committee seat (no expiration to this seat).

This appointment is for two assembly members (or the mayor and one assembly member) and one community member. The Clerk did advertise for the community member vacancy.

Composition. The finance committee shall be composed of the borough manager, the finance director, two assembly members and one community member appointed by the mayor.

Term. The borough manager and the finance director shall serve by virtue of their employment for so long as they remain employed by the City and Borough of Wrangell in one of these capacities. The appointed assembly and community members shall serve at the pleasure of the mayor subject to consent of the assembly.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	11

ORDINANCE NO. 1096 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING SECTION 5.04.015 – PROPERTY TAX ON LEASED PROPERTY – POSSESSORY INTEREST APPLIED TO CHAPTER 5.04 – PROPERTY TAX, IN THE WRANGELL MUNICIPAL CODE

<p><u>SUBMITTED BY:</u></p> <p>Rob Marshall, Controller</p>	<p><u>FISCAL NOTE:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Expenditure Required: \$XXX Total</td> </tr> <tr> <td style="width: 60%;">Fiscal Year (FY):</td> <td>Amount: \$</td> </tr> <tr> <td colspan="2" style="height: 20px;"></td> </tr> <tr> <td colspan="2">Amount Budgeted:</td> </tr> <tr> <td style="width: 60%;">FY:</td> <td>\$</td> </tr> <tr> <td colspan="2">Account Number(s):</td> </tr> <tr> <td style="width: 60%;"></td> <td>XXXXXX XXX XXXX</td> </tr> <tr> <td colspan="2">Account Name(s):</td> </tr> <tr> <td style="width: 60%;"></td> <td>Enter Text Here</td> </tr> <tr> <td colspan="2">Unencumbered Balance(s) (prior to expenditure):</td> </tr> <tr> <td style="width: 60%;"></td> <td>\$XXX</td> </tr> </table>	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
Expenditure Required: \$XXX Total																							
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	Enter Text Here																						
Unencumbered Balance(s) (prior to expenditure):																							
	\$XXX																						

<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. Ord 1096

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. 1096.

SUMMARY STATEMENT:

Purpose:

The purpose of this ordinance is to add Section 5.04.015, *Property Tax on Leased Property – Possessory Interest Applied*, to Chapter 5.04, *Property Tax*, of the Wrangell Municipal Code.

Background:

This amendment clarifies that a *possessory interest tax* shall be applied to all borough-owned leased real property and borough-owned leased tidelands, consistent with *Alaska Statute 29.45.030(A) - a private leasehold, contract, or other interest in the property is taxable to the extent of the interest*.

Establishing this provision in local code ensures alignment with state law and supports equitable taxation among property interests within the borough.

Legal Reference:

This ordinance is consistent with the Alaska Supreme Court decision in *Fairbanks North Star Borough v. Golden Heart Utilities, Inc.* (2000), which upheld the authority of municipalities to tax possessory interests in publicly owned property.

The case reinforces the principle that a private lessee's beneficial use of public property constitutes a taxable interest under AS 29.45.030(A).

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1095

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF
 WRANGELL, ALASKA, ADDING SECTION 5.04.015 – PROPERTY TAX ON
 LEASED PROPERTY – POSSESSORY INTEREST APPLIED TO CHAPTER 5.04
 – PROPERTY TAX, IN THE WRANGELL MUNICIPAL CODE

SEC. 1. **Action.** The purpose of this ordinance is to add section 5.04.015 – Property Tax on Leased Property – Possessory Interest Applied, to Chapter 5.04 – Property Tax, in the Wrangell Municipal Code.

SEC. 2. **Amendment.** Section 5.04.015 – Property Tax on Leased Property – Possessory Interest Applied, is added to Chapter 5.04 – Property Tax, in the Wrangell Municipal Code as follows:

Sections:

...

5.04.015 Property Tax on Leased Property – Possessory Interest Applied.

...

5.04.015 Property Tax on Leased Property – Possessory Interest Applied.

Possessory Interest shall be applied on all borough-owned leased real property and borough-owned leased tidelands in accordance with AS 29.45.030 (A).

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: November 12, 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>	December 16, 2025
	<u>Agenda Section</u>	11

Approval to move forward with the sale of borough-owned real property consisting of a portion of a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian - CBW Replat, according to Plat No. 2025-3, zoned Open Space Public

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

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

<u>FISCAL NOTE:</u>	
Expenditure Required: \$0 Total	
Fiscal Year (FY):	Amount: \$0
Amount Budgeted:	
	FY: \$ 0
Account Number(s):	
	XXXXXX XXX XXXX
Account Name(s):	
	Not Applicable
Unencumbered Balance(s) (prior to expenditure):	
	\$0

ATTACHMENTS: 1. Request 2. Memo from Economic Development Director (PZ) 3. Aerial Map and Plat Map of area 4. Correspondence from Frank & Cherie Young – requesting that the property be put out to bid.

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 sale of a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian - CBW Replat, according to Plat No. 2025-3, zoned Open Space, to Teniya Morelli.

SUMMARY STATEMENT:

Mr. Morelli submitted an application to purchase a portion of borough-owned real property, described as Lot A-2 of the Presbyterian – CBW Replat, according to Plat No. 2025-3, currently zoned Open Space Public.

The borough acquired this property from the Presbyterian Church. BW Enterprises constructed a parking lot for the majority of the property. The property that Mr. Morelli is requesting is not needed by the borough.

The Planning & Zoning Commission has reviewed the request from Mr. Morelli and approved moving forward with the application.

Frank and Cherie Young (Third Street resident) submitted a letter, asking that the borough place the requested property up for public auction. As per WMC 16.12.040 (A)(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.*

If the assembly approves moving forward with this sale, a revision will be required to amend the plat (subdividing the property from the borough's newly acquired property). Once that map has been approved by the Planning & Zoning Commission, that plat, along with the Resolution to convey the property will come back to the assembly for approval.

PLANNING DEPARTMENT

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



Date: Wednesday, November 5, 2025

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

From: Kate Thomas, Economic Development Director

Subject: Request from Teniya Morelli to purchase a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian - CBW Replat, according to Plat No. 2025-3, zoned Open Space Public, within the Wrangell Recording District.

Recommendation: The Planning and Zoning Commission recommends that the Borough Assembly approve the sale of a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian - CBW Replat, according to Plat No. 2025-3, zoned Open Space Public, requested by Teniya Morelli subject to the following conditions:

1. Completion of a professional survey and subdivision plat defining the land area to be conveyed and preserving all existing utility easements and Borough rights along Reid Street.
2. Completion of a fair market appraisal of the subject area, with all costs (survey, appraisal, notices, recording) borne by the applicant.
3. Sale conducted pursuant to WMC 16.12.040, including payment in full within 20 days following Assembly approval.
4. Rezoning of the conveyed portion to Single-Family Residential to reflect the intended residential use.

Attachments: 1.) Staff Report, 2.) Aerial Map, 3.) Plat Map, 4.) Public Comment from Frank & Cherie Young

Summary of Decision: At its regular meeting on November 4, 2025, the Planning & Zoning Commission held a public hearing to consider the Morelli land sale application. Commission findings included:

- The area is not identified in the Comprehensive Plan for long-term municipal retention.
- The sale supports efficient land management and returns surplus land to the tax roll.
- Borough parking plans remain unhindered by the proposed conveyance.
- All survey, appraisal, and recording costs will be borne by the applicant.
- Rezoning to Single-Family Residential will be required to match use and consolidate zoning.

Following deliberation, the Commission approved findings of fact and unanimously recommended forwarding the land sale request to the Borough Assembly for final consideration.

The Commission's recommendation forwards this matter to the Assembly for final action.

Public Comment: One written comment was received regarding this land sale request:

- Frank and Cherie Young submitted a letter requesting that the Borough *not* sell the parcel by application, and instead put the land out for public auction, noting that the Borough could set a minimum bid price and potentially generate additional revenue.

The Commission acknowledged the Youngs' concerns. While the Commission ultimately recommended proceeding under the sale-by-application process, it noted that if another party expresses interest in purchasing the same portion of Borough property, the Borough Assembly retains full discretion to instead direct that the parcel be offered through public auction in accordance with WMC 16.12.



To: Planning and Zoning Commissioners

From: Kate Thomas, Planning Administrator

Date: Tuesday, November 4, 2025

Subject: (PH) Request from Teniya Morelli to purchase a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian – CBW Replat, according to Plat No. 2025-3, zoned Open Space Public.

Attachments: 1.) Aerial Map, 2.) Plat No. 2025-7, Presbyterian – CBW Replat

References: WMC Title 16 – Public Lands
WMC 16.12 Disposition of Public Lands and Tidelands
WMC Title 20 – Zoning
WMC 20.16 Single Family Residential
WMC 20.36 Open Space Public
WMC 20.52 Standards
Wrangell Comprehensive Plan

Background

An application was received from an adjacent property owner requesting to purchase a portion of Borough-owned land recently acquired from the Presbyterian Church. The property is located along Reid Street and was subdivided earlier this year as part of the Borough's acquisition (Presbyterian – CBW Replat, Plat No. 2025-7).

The Borough acquired the land for the purpose of developing a municipal parking lot. The applicant's adjoining residential lot is approximately 6,000 square feet and constrained by a steep slope, limiting available building area. The applicant seeks to purchase an estimated 5,000–6,000 square foot portion of the Borough parcel to expand their lot and improve usability for residential purposes, specifically to construct a shop/garage as per the application.

The proposed sale area lies outside the portion of land identified for Borough parking development and does not interfere with existing or future Borough use. The retained Borough portion will continue to accommodate the planned parking lot and utility corridor along Reid Street.



Findings of Fact

Parcel Information:

Lot A-2, Presbyterian – CBW Replat (APN 02-021-500); 0.466 acres; Zoned Open Space Public; Owned by the City and Borough of Wrangell.

Location Context:

The property lies along Reid Street between established residential lots and Borough-owned land designated for parking and open-space use.

Property History:

In July 2025, the Borough and the Presbyterian Church jointly subdivided the original church property to create two parcels:

- Lot A-1, retained by the Presbyterian Church; and
- Lot A-2, conveyed to the Borough for municipal purposes.

The Borough's intent at acquisition was to construct a public parking area to serve the downtown corridor. Following that subdivision, a local property owner expressed interest in purchasing a portion of Lot A-2 adjoining their residence to provide additional developable yard space.

Proposed Use:

The applicant intends to merge the purchased portion with their existing residential lot for the purpose of constructing a garage/shop. The combined parcel would remain residential in use and subject to applicable zoning regulations. Rezoning the purchased portion to Single-Family Residential would occur concurrent with or following plat approval.

Future Municipal Need and Land Use Planning

The subject portion of Lot A-2 is not identified in the Comprehensive Plan for long-term municipal retention or reserved public use. The proposed sale will not interfere with the Borough's intended parking development, which will occur along the Reid Street frontage and within the designated utility corridor.

Disposing of the residual area to an adjacent landowner supports Borough goals for efficient land management, maintenance reduction, and returning surplus lands to the tax roll.



Infrastructure and Access

Utility easements are present along Reid Street and will remain in Borough ownership. The area proposed for sale is north of the existing easement and will not affect utility access or service. A replat will be required to delineate the property boundaries and preserve the Borough's easement rights.

Site-Specific Considerations

1. The sale area will be surveyed and replatted to establish legal boundaries prior to transfer.
2. All existing utility easements and Borough interests will remain intact and recorded.
3. A professional appraisal will determine fair market value in accordance with WMC 16.12.
4. The applicant will bear all costs associated with the survey, appraisal, public notice, and recording.

Staff Analysis

The proposed conveyance meets the intent of WMC 16.12.035-.040 by:

- ✓ maintaining Borough access and future use rights;
- ✓ aligning with Comprehensive Plan policies to return unneeded parcels to productive private ownership; and
- ✓ ensuring fair market compensation through appraisal.

The sale supports neighborhood compatibility and does not preclude the Borough's planned parking improvements. Staff finds the request consistent with Borough land management objectives and recommends approval to proceed under the sale-by-application process.

Staff Recommendation

Staff recommends that the Planning and Zoning Commission recommend that the Borough Assembly approve the sale of a portion of Borough-owned Lot A-2 of the Presbyterian – CBW Replat to the applicant owner under the process established in WMC 16.12.040, subject to the following conditions:



1. Completion of a professional survey and subdivision plat defining the parcel to be conveyed and preserving all existing utility easements and Borough rights along Reid Street.
2. Completion of a fair market appraisal of the subject area, with all costs (survey, appraisal, notices, recording) borne by the applicant.
3. Sale conducted pursuant to WMC 16.12.040, including payment in full within 20 days following Assembly approval.
4. Rezoning of the conveyed portion to Single-Family Residential to reflect the intended residential use.

Recommended Motion

Move to approve the findings of fact and recommend that the Borough Assembly approve the sale of a portion of Lot A-2 of the Presbyterian – CBW Replat, as requested by the adjoining property owner, subject to the conditions of approval outlined in the staff report.

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ PRESBYTERIAN CHURCH OF WRANGELL REPRESENTATIVE

NOTARY'S ACKNOWLEDGMENT

U.S. OF AMERICA
STATE OF ALASKA
CITY AND BOROUGH OF WRANGELL

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND _____ ACKNOWLEDGED TO ME THAT _____ SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

- OWNERSHIP STATUS

1. LOT A, PRESBYTERIAN RESERVE REPLAT (PRESBYTERIAN CHURCH OF WRANGELL)
- PROPOSED OWNERSHIP

1. LOT A-1, PRESBYTERIAN - CBW REPLAT (PRESBYTERIAN CHURCH OF WRANGELL)
2. LOT A-2, PRESBYTERIAN - CBW REPLAT (PRESBYTERIAN CHURCH OF WRANGELL)
- PREVIOUS LOT AREAS

1. LOT A, PRESBYTERIAN RESERVE REPLAT (62,691 SQ. FT.)(0.1.439 ACRES)
- NEW LOT AREAS

1. LOT A-1, PRESBYTERIAN - CBW REPLAT (42,380 SQ. FT.)(0.973 ACRES)
2. LOT A-2, PRESBYTERIAN - CBW REPLAT (20,312 SQ. FT.)(0.466 ACRES)
- PREVIOUS LOT ZONING

1. LOT A, PRESBYTERIAN RESERVE REPLAT (SINGLE FAMILY RESIDENTIAL)
- NEW LOT ZONING

LOT A-1, PRESBYTERIAN - CBW REPLAT (SINGLE FAMILY RESIDENTIAL)
LOT A-2, PRESBYTERIAN - CBW REPLAT (SINGLE FAMILY RESIDENTIAL)
- NOTES

1. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.

2. ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.

3. REFERENCE AK. ESCROW AND TITLE INSURANCE AGENCY CERTIFICATE TO PLAT FILE No. 66992.

4. REFERENCE THE FOLLOWING WITHIN THE WRANGELL RECORDING DISTRICT:
 - USS 859 (PRESBYTERIAN MISSION RESERVE)
 - MISSION HILL ADDITION (APPROVED NOV. 1, 1945)
 - USS 1119 (WRANGELL TOWNSITE PLAT)
 - DEED 1979-000246-0
 - PLAT 82-3 (PRESBYTERIAN RESERVE RESUBD)
 - PLAT 92-6 (REPLAT OF PRESBYTERIAN MISSION RESERVE)
 - PLAT 97-5 (OGDEN/RATHKE RESUBDIVISION)
 - PLAT 99-6 (REID STREET ROW)
 - BOOK 31, PAGE 688 (UTILITY EASEMENT & ROW AGREEMENT)
 - DEED 2012-000225-0
 - PLAT 2019-7 (PRESBYTERIAN RESERVE REPLAT)
- BASIS OF BEARING

BEARINGS SHOWN ARE NAD_83(2011)(EPOCH:2010) GEODETIC BEARINGS BASED ON HIGH PRECISION GLOBAL NAVIGATION SATELLITE SYSTEM TECHNOLOGY, USING TRIMBLE (R8-3 & R10) RECEIVERS, DIFFERENTIALLY CORRECTED AND PROCESSED USING TRIMBLE BUSINESS CENTER VERSION 5.81 SOFTWARE. LOCAL PLANE BEARINGS ARE ORIENTED TO TRUE GEODETIC NORTH AT LAT: N56°25'1.16602 LONG: W132°20'55.74019. DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.

LEGEND	
	BLOCK NUMBER
	SECONDARY MONUMENT SET THIS SURVEY
	SECONDARY MONUMENT RECOVERED
	PRIMARY MONUMENT RECOVERED
	BRASS CAP (BENCHMARK) GROUTED IN TOP OF ROCK
	UNSURVYED
	SURVEYED
	ROW CENTERLINE
	MEASURED DATA
	RECORD DATA
	EXISTING EASEMENT AREA
	EXISTING OVERHEAD COMMUNICATION LINE
	EXISTING OVERHEAD ELECTRICAL LINE
	EXISTING STORM LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL ASSEMBLY AS RECORDED IN MINUTE BOOK _____ PAGE _____ DATED _____ 20____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

DATE _____ MAYOR, CITY AND BOROUGH OF WRANGELL
ATTEST:
CITY CLERK _____

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL PLANNING COMMISSION, AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY PLAT RESOLUTION NO. _____ DATED _____ 20____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, WRANGELL, ALASKA.

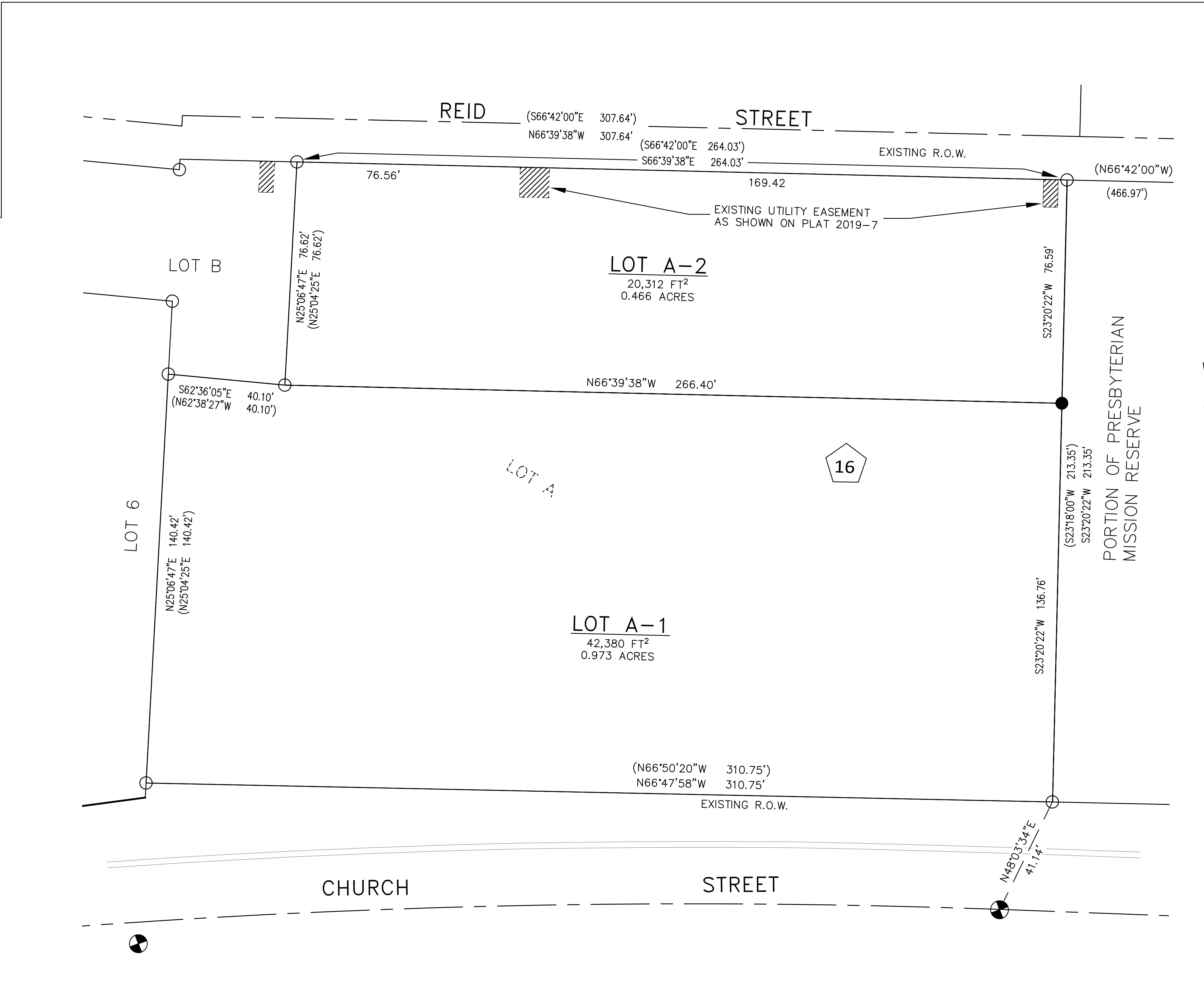
DATE _____ CHAIRMAN, PLANNING COMMISSION
SECRETARY _____

CERTIFICATE STATE OF ALASKA
(FIRST JUDICIAL DISTRICT)ss

I THE UNDERSIGNED, AS THE PROPERTY TAX CLERK FOR THE CITY AND BOROUGH OF WRANGELL, HEREBY CERTIFY, THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF WRANGELL, IN THE NAME OF _____

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 20____ WILL BE DUE ON OR BEFORE OCTOBER 15, 20____ DATED THIS _____ DAY OF _____.

ASSESSOR CITY AND BOROUGH OF WRANGELL _____



VICINITY MAP
1" = 1 MILE

TYPICAL SECONDARY MONUMENT
SET THIS SURVEY

SET 5/8" X 30" LONG REBAR
(UNLESS OTHERWISE NOTED) AND
2" ALUMINUM CAP WITH PLASTIC
INSERT

SCALE 1"=20'

THIS DRAWING MAY BE REDUCED, VERIFY SCALE BEFORE USING

0 10 20 40 60 80 FEET
0 5 10 15 20 25 METERS

1 METER = 3.2808333 U.S. SURVEY FEET
1 U.S. ACRE = 0.4047 HECTARES

SHEET 1 OF 1

R&M ENGINEERING-KETCHIKAN, INC.
7180 REVILLA ROAD, SUITE 300
KETCHIKAN, AK 99901
Phone: (907) 225-7917
Fax: (907) 225-3441
WRANGELL OFFICE
P.O. BOX 2286
WRANGELL, AK 99929
Phone: (907) 305-0820
CERTIFICATE OF AUTHORIZATION #: C576

PRESBYTERIAN - CBW REPLAT

A REPLAT OF
LOT A, OF PRESBYTERIAN RESERVE REPLAT,
ACCORDING TO PLAT 2019-7;

CREATING
LOTS A-1 AND A-2, PRESBYTERIAN - CBW REPLAT
CONTAINING 1.439 ACRES MORE OR LESS

LOCATED WITHIN
BLOCK 16, OF WRANGELL TOWNSITE (U.S.S. 1119)
WRANGELL, ALASKA 99929
WRANGELL RECORDING DISTRICT

SURVEYED BY: MCH, EBH
DATE: AUGUST 2025

DRAWN BY: MCH, EBH
DATE: SEPTEMBER 2025

SCALE: 1"=20'

CHECKED: CGP

R&M PROJECT NO: 232796

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

09/22/2025
DATE
CHRISTOPHER G. PIBURN, PLS # 107552

56

To: Kate Thomas, Planning Administrator

From: Frank & Cherie Young
213 Third Street, Wrangell, Alaska

Re: (PH) Request from Teniya Morelli to purchase a portion of Borough-owned real property identified as Lot A-2 of the Presbyterian-CBW Replat, according to Plat No 2025-3, zoned Open Space Public

We own Block 16, Lot 2 of the Presbyterian Mission Subdivision which is across the street from Lot A-2 of the Presbyterian-CWB Plat. We are asking the Planning and Zoning Commissioners to put the property out for public bid/auction.

Putting the property out to public bid/auction will allow any interested parties an equal opportunity to purchase the property. Also, by putting the property out to public bid/auction the City and Borough will be able to set a minimum bid price with the ability to receive more revenue for this property than just an after the fact appraisal.

Thank you.

Frank & Cherie Young
Cherie Young
NOV 4, 2025

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 12-25-2005 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA APPROVING A FY2026 BUDGET AMENDMENT FOR THE FULL PAYMENT OF THE CONTRACT WITH E-FORCE RMS AND CAD SOFTWARE FOR THE POLICE DEPARTMENT

SUBMITTED BY:

Mason Villarma, Borough Manager
Gene Meek, Chief of Police

FISCAL NOTE:

Expenditure Required: \$ 68,472.42

Fiscal Year (FY): 2026	Amount: \$
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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: 1. RES 12-25-2005; 2. E-Force RMS Contract

RECOMMENDATION MOTION:

Move to Approve the FY2026 budget amendment for the full payment of the contract with E-Force RMS for the police department totaling \$ 68,472.42

SUMMARY STATEMENT:

The Police Department has identified the need for a new Report Management System (RMS) following the failure of the department's previous, antiquated software. The former RMS was outdated, difficult to use, and no longer supported after the vendor went out of business. When the department's server crashed, the system required new passcodes to reboot—codes that are no longer obtainable—resulting in the loss of digital access to critical information, including business contacts, resident information, addresses, prior reports, and investigative history. Although hard-copy reports still exist, they are cumbersome to research and limited to date- or case-number indexing, substantially reducing operational efficiency.

To ensure the replacement system met the needs of Wrangell's Public Safety agencies, the department conducted a comprehensive review and comparison of eight different RMS providers. Each company was evaluated on overall cost, implementation requirements, feature offerings, and suitability for Wrangell's size, personnel structure, and public-safety workflows. After assessing these criteria, the department identified eFORCE as the provider offering the best balance of affordability, functionality, ease of implementation, and long-term support.

The eFORCE suite includes a modern RMS, Computer-Aided Dispatch (CAD), and an integrated evidence-management module, providing a complete upgrade of essential public-safety technology. A grant had previously been submitted to support RMS replacement; however, the unexpected system failure accelerated the need for immediate funding.

This budget amendment provides the necessary resources to acquire and implement the new RMS solution, restore critical data management capability, and enhance operational effectiveness across Wrangell's Public Safety departments.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-25-2005

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A FY2026 BUDGET AMENDMENT FOR THE FULL PAYMENT OF THE CONTRACT WITH E-FORCE RMS AND CAD SOFTWARE FOR THE POLICE DEPARTMENT

WHEREAS, the City and Borough of Wrangell ("CBW") Police Department previously operated an antiquated and unsupported Report Management System (RMS), which became inoperable following a server failure that rendered critical data inaccessible; and

WHEREAS, the loss of the digital RMS severely impacted the Department's ability to access contact information, historical reports, investigative records, and address data, leaving only hard-copy records that are limited, time-consuming to research, and operationally inefficient; and

WHEREAS, to identify an appropriate replacement, the Department conducted a comprehensive evaluation of eight RMS vendors, comparing cost, implementation requirements, system capabilities, and suitability for Wrangell's public safety operations; and

WHEREAS, based on this evaluation, eFORCE emerged as the preferred vendor, offering an integrated platform that includes a modern RMS, Computer-Aided Dispatch (CAD), and an evidence management system that meets the functional needs of Wrangell's Public Safety agencies; and

WHEREAS, the proposed system will materially enhance the Police Department's efficiency, data accessibility, emergency response coordination, and long-term operational stability, serving an important public safety purpose for the community; and

WHEREAS, acquisition and implementation of the eFORCE system requires Assembly approval for the associated budget amendment and expenditure;

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

Section 1. The purchase and implementation of the eFORCE Report Management System (RMS), Computer-Aided Dispatch (CAD), and evidence management platform, in substantially the form and scope presented to the Assembly, is hereby approved. The total authorized expenditure shall not exceed \$68,472.42.

Section 2. The Borough Manager is authorized to execute all purchase agreements, contracts, subscription documents, and implementation materials necessary to acquire and deploy the eFORCE system, with such minor modifications as may be deemed necessary to carry out the project.

Section 3. The Borough Manager is further authorized to administer the implementation, oversee vendor coordination, and take all additional actions necessary and appropriate to carry out the intent of this Resolution.

Section 4. This Resolution shall become effective upon adoption.

PASSED AND APPROVED by the Assembly of the City and Borough of Wrangell, Alaska, this 16TH day of DECEMBER, 2025.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

Intellichoice, Inc.
DBA EFORCE
168 North Gateway Drive
Providence, Utah 84332

Item a.



BILL TO

Wrangell Police Department
P.O. Box 1168
Wrangell, AK 99929

INVOICE

TERMS	DATE	PO #	INVOICE #	DUE DATE
See Notes	11/5/2025		1234502	11/5/2025

QUANTITY	MEMO	AMOUNT
1	RMS Implementation 1-20 Users	11,590.00
1	RMS Onsite: 6-10 users	7,000.00
1	RMS Server License	11,119.42
7	RMS User License	4,424.00
1	CAD Implementation 1-20 Users	10,070.00
1	CAD Onsite: 1-5 users	4,150.00
1	CAD Server License	11,119.00
6	CAD User License	9,000.00
	Payment Notes: Payment of \$34,236.21 is due upfront. A second payment of \$34,236.21 is due on or before 11/5/2026.	
	2nd Year Forward: Annual License and Support Fee Base: \$8,000.00 Annual License and Support Fees for year 2. Years 3+ will be based year 2 fees + a 3% annual increase.	

TOTAL \$68,472.42

PAYMENTS APPLIED \$0.00

BALANCE DUE \$68,472.42

HAVE A QUESTION?
PREFER TO PAY ONLINE? ASK US HOW.

LButtars@eforcesoftware.com
DErickson@eforcesoftware.com

888-570-4943 OPTION 5

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 12-25-2006 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, TO AMEND THE FY2026 BUDGET IN THE AMOUNT OF \$18,364 TO ALLOW FOR THE PURCHASE OF A COBRA FIRING SYSTEM FOR THE FOURTH OF JULY FIREWORKS CELEBRATION.

SUBMITTED BY:

JORDAN BUNESS, FIRE CHIEF

FISCAL NOTE:

Expenditure Required: \$18364

Fiscal Year (FY): 2026	Amount: \$
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Amount Budgeted:

FY:	\$
-----	----

Account Number(s):

11000 012 7900

Account Name(s):

Capital Expenditures

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. RES 12-25-2006; 2. Cobra Firing Systems Order Confirmation

RECOMMENDATION MOTION:

Move to Approve a budget amendment in the amount of \$18,364 to allow for the purchase of a COBRA firing system for the Fourth of July Celebration Fireworks Show.

SUMMARY STATEMENT:

The Wrangell Volunteer Fire Department is upgrading to a Cobra Fireworks Firing System, replacing equipment that has become extremely outdated. This new system brings our operations up to the baseline industry standard, ensuring our fireworks displays meet modern expectations for safety and reliability.

Importantly, the Cobra system allows operators to remotely fire from a much safer distance, further reducing risk while enhancing precision. With this upgrade, our community can continue to enjoy fireworks celebrations with confidence in both safety and professionalism.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 12-25-2006

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING A FY2026 BUDGET AMENDMENT BUDGET IN THE AMOUNT OF \$18,364 TO ALLOW FOR THE PURCHASE OF A COBRA FIRING SYSTEM FOR THE FOURTH OF JULY FIREWORKS CELEBRATION.

WHEREAS, the current fireworks firing equipment utilized by the department has become extremely aged, presenting increasing concerns regarding reliability, operational safety, and compliance with modern standards; and

WHEREAS, the safe execution of public fireworks displays is a matter of community trust and responsibility, requiring dependable technology that minimizes risk to operators and spectators alike; and

WHEREAS, the Cobra Fireworks Firing System represents a significant safety upgrade, incorporating modern electronic firing controls, enhanced operator safeguards, and improved precision over legacy manual components; and

WHEREAS, replacing outdated equipment with the Cobra system will ensure greater consistency, reduced hazard potential, and alignment with best practices in pyrotechnic operations;

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

Section 1. The Assembly of the City and Borough of Wrangell, Alaska hereby approves the acquisition of the Cobra Fireworks Firing System as the designated replacement for existing equipment.

Section 2. The Fire Chief, or their designee, is authorized to execute all necessary financial transactions to complete the purchase.

Section 3. The department shall take all required steps to integrate the Cobra system into operations, including training, safety verification, and retirement of obsolete components.

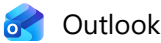
Section 4. This resolution shall take effect immediately upon adoption, with implementation to be completed prior to the next scheduled public fireworks display.

PASSED AND APPROVED by the Assembly of the City and Borough of Wrangell, Alaska, this 16TH day of DECEMBER, 2025.

CITY & BOROUGH OF WRANGELL


Patricia Gilbert, Borough Mayor

ATTEST:_____
Kim Lane, MMC, Borough Clerk



COBRA Firing Systems Order Confirmation [Order #96763]

From orders@cobrafiringsystems.com <orders@cobrafiringsystems.com>
Date Fri 11/28/2025 3:35 PM
To Jordan Bunes <firechief@wrangell.com>

 COBRA Firing Systems

Order Confirmation

Order #96763 • 11/28/2025

Thank you for your COBRA purchase! Your order details are below.

From

COBRA Firing Systems LLC
16 Commerce Park Dr. Suite B
Gansevoort, NY 12831, USA
518-741-4300
help@cobrafiringsystems.com

Billing & Shipping Information

BILLING ADDRESS	SHIPPING ADDRESS
Jordan Bunes	Samson Tug and Barge C/O Wrangell Vol
PO Box 634	Fire Department
Wrangell, AK, 99929, US	9228 10th Ave South
(907) 305-0547	Seattle, WA, 98108, US
firechief@wrangell.com	(907) 305-0547
	firechief@wrangell.com

Order Items

36M with Onboard Cues			QTY: 2
BASE PRICE	DISCOUNT	NET PRICE	LINE TOTAL
\$ 971.48	\$ 114.96	\$ 856.52	\$ 1,713.04
SELECTED OPTIONS			

Item b.

FIRMWARE & SOFTWARE

Firmware Version: 6.1 Stable

POWER & CHARGING

Charger: Type A (US) (+\$13.49)

PROTECTIVE ACCESSORIES

Color: Black

NOT SELECTED

DMX Upgrade

72M with 36S Slats

QTY: 6

BASE PRICE	DISCOUNT	NET PRICE	LINE TOTAL
\$ 2,152.85	\$ 156.72	\$ 1,996.13	\$ 11,976.78

SELECTED OPTIONS

FIRMWARE & SOFTWARE

Firmware Version: 6.1 Stable

POWER & CHARGING

Charger: Single Type A (US) (+\$13.49)

SLATS & CABLES

Slat Options: 36S Series Mini & Protective Cover (+\$253.78)

Centronic Cable Length: 15M (50ft.) Heavy Duty Centronic 50 Slat Cable (x2) (+\$313.20)

PROTECTIVE ACCESSORIES

72M Protective Options: Side Exit Armored Case - Black (+\$266.39)

NOT SELECTED

DMX Upgrade

Command Center

QTY: 1

BASE PRICE	DISCOUNT	NET PRICE	LINE TOTAL
\$ 1,411.59	\$ 107.64	\$ 1,303.95	\$ 1,303.95

SELECTED OPTIONS

POWER & CHARGING

Plug Region: Type A (US)

CONNECTIVITY

Item b.

USB Configuration: USB C

PROTECTIVE ACCESSORIES

Case Color: Black

SELECTED CONFIGURATIONS

Control Panel: Yes, Please (+\$189.89)

18R2: Yes, Firmware 6.1 Stable (+\$324.71)

Tablet Mount: 7.8" - 9.5" Vertical Height (Not Screen Size)

NOT SELECTED

Booster

Deadman Command

Slat Cover

QTY: 12

BASE PRICE	DISCOUNT	NET PRICE	LINE TOTAL
\$ 83.99	\$ 8.40	\$ 75.59	\$ 907.08

SELECTED OPTIONS

SLATS & CABLES

Wiring: Series

Slat Size: Mini

SELECTED CONFIGURATIONS

Cue Count: 36 (+\$26.00)

4 items in this order

Invoice Summary

Sub-total:	\$ 15,900.85
Total Discounts & Adjustments:	\$ 0.00
Shipping:	\$ 739.89
Sales Tax:	\$ 1,722.32
Grand Total:	\$ 18,363.06
Payments Received:	\$ 18,363.06

DUE BALANCE**\$ 0.00****Need Help?****ORDER CHANGES**

[Submit a support ticket](#) with your order number and we'll assist you.

TAX EXEMPT CERTIFICATE

Email your certificate to help@cobrafiringsystems.com and we'll add it to your account.

TECHNICAL SUPPORT

Call us at [518-741-4300](tel:518-741-4300) (Mon-Fri, 9am-5pm EST)

HELP CENTER

Visit help.cobrafiringsystems.com for user guides, support articles, and FAQs.

COBRA Firing Systems LLC

16 Commerce Park Dr. Suite B
Gansevoort, NY 12831, USA

[518-741-4300](tel:518-741-4300) • help@cobrafiringsystems.com

www.cobrafiringsystems.com

IMPORTANT! COBRA FIRING SYSTEMS IS ACCEPTING YOUR ORDER ON THE BASIS OF YOUR 100% AGREEMENT OF COBRA FIRING SYSTEMS TERMS & CONDITIONS, DEFINED BELOW. IN ADDITION, BY YOUR ACCEPTING THE SHIPMENT AND/OR USE OF THESE PRODUCT(S), YOU RECONFIRM YOUR 100% AGREEMENT TO COBRA FIRING SYSTEMS TERMS & CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS & CONDITIONS, CONTACT US IMMEDIATELY.

The Customer understands and acknowledges the purpose of this equipment is to cause initiation of industry standard pyrotechnic electric matches and non-pyrogen igniter clips to ignite fireworks or pyrotechnic special effects. The use of fireworks and special effects materials may cause personal injuries or death to yourself or others, including spectators. Safety is your responsibility and is beyond the control of Cobra Firing Systems LLC.

The buyer / user assumes all responsibility and liability in the use of this equipment and further agrees to indemnify and hold harmless Cobra Firing Systems LLC and its agents against all liability for injury, loss, or damage direct or consequential arising out of the use of, or inability to use this equipment.

COBRA Firing Systems accepts no responsibility for accidents or injuries to the Customer's personnel, or damage to the Customer's equipment. The Customer is responsible for the placement of warning notices, and for anticipating the consequences of Product failure. The Customer accepts full responsibility for all risk to its personnel and equipment. The Customer is responsible for compliance with any and all federal, state and local laws and regulations concerning the use of fireworks and/or special effects items.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

APPROVAL OF THE PURCHASE OF A SCHWARZE STREET SWEEPER THROUGH SOURCEWELL IN THE AMOUNT OF \$386,814

SUBMITTED BY:

Tom Wetor, Public Works Director

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

11000 024 7900 00 00000

Account Name(s):

Capital Expense (Streets)

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. A7 Brochure. 2. AKME Wrangell Schwarze quote. 3. Yukon Wrangell Elgin Quote. 4. Wrangell Schwarze Financing Options. 5. 2025 street sweeper repair cost summary. 6. Izuzu technician quote

RECOMMENDATION MOTION:

Move to Approve the purchase of a Schwarze street sweeper in the amount of \$386,814.

SUMMARY STATEMENT:

Street sweepers are a necessary component for keeping roads tidy and storm drains clear. If we did not sweep streets several times a year all of the sand from winter maintenance and leaves from trees in the fall would eventually accumulate, and over time clog storm drains. Cleaning what is above ground is far easier than unclogging what is below ground.

For the last few years the street sweeper has had ongoing overheating issues. A number of repairs have been done over the last few years to try and address this issue. This past summer the sweeper broke down in June after only a handful of days in use since the last repair. Parts had to be flown in to ensure roads could be cleaned, specifically around the 4th of July holiday.

Thankfully the sweeper ran well for a couple of months and the overheating issues had improved. However, when we started to use it a lot again for cleaning roads in the fall before the winter the machine continued to have issues that staff were unable to resolve. As a result, a technician with Elgin was brought in. This technician was able to make several repairs as they had computer programs for connecting to the machine that we did not have access to previously. Primarily, one of the main computer boards used to make the vacuum system work needed to be replaced.

Within 2 days of running the sweeper after this technician visit the truck broke down again. This time it was a problem with the Izuzu drivetrain, something the Elgin technician is not certified to work on. This breakdown requires a separate technician visit which was quoted at \$7,100 for 2 days of work, not including the cost for parts or materials. The current issue seems to be a transmission problem as there is difficulty/inability to shift in and out of gear. Parts for this repair could be expensive if it is indeed a transmission problem.

So far in 2025 we have spent approximately \$20,245.71 on parts alone to maintain the street sweeper. When adding in the 70+ hours of staff time and the 2 technician visits needed, it brings the total closer to \$40,000 just this year.

Our current sweeper is a 2009 Elgin. These models have a recommended lifespan of 6-12 years, depending on use and storage. Ours is currently going on 17 years old. In some ways street sweepers are a lot like garbage trucks, there are quite a few sensors and moving parts and hundreds, if not thousands of feet of wire. Since owning our street sweeper, it has never been kept in heated storage until this winter when Public Works had a new waste oil heater added to the storage shed on Case Ave. Over time it is not uncommon to develop electrical issues with equipment that has this many moving parts and sensors.

The new model in consideration is a Schwarze, A7 Tornado SE. The Schwarze models are far, far cheaper than an Elgin. For an 8.4 yard Schwarze it would be \$386,814 FOB Wrangell. A major draw to this model is number 1 cost, and second, this model only has 1 engine to run the entire machine instead of 2 like an Elgin. Meaning only 1 technician is required to work on this model. This purchase would come with a 1 year warranty with options for purchasing extended warranties. This price includes a Sourcewell discount, meaning the contract has already been competitively bid reducing the cost by \$11,869. Additionally, this specific truck from Alaska Municipal Equipment is a demo or floor model with 9 hours on the machine. The sales team has agreed to an additional discount of \$41,625.

An Elgin 3 Yard street sweeper is \$292,405 and this does not include shipping which will likely be another 10-12K. A 3.5 yard Elgin Broom Bear model adds approximately \$130,000 bringing the total to roughly \$442,405. An Elgin machine that is less than half the size cost about the same as the 8.4 yard Schwarze without the discounts listed above.

Cheaper sweeper options are not practical as we need a street sweeper with a hopper for picking up the debris. For example, DOT has a different style sweeper that throws the debris away but does not pick it up. This works fine along the highway but would create issues in places like Front Street as that debris would be getting flung at storefronts. Further, sweeping could only be done in the early morning hours when pedestrians would be less likely to be walking the sidewalks. There are sweeper attachments for front end loaders, but they are typically a lot smaller. The Harbor purchased a 1 yard sweeper attachment last year for the boat yard. Compared to an 8.4 yard truck, having to dump an attachment sweeper that much more often adds significant time to any cleanup efforts. This would be especially critical around the 4th of July downtown cleanup. Currently, we do not have any other equipment that can sweep roads. Renting a sweeper was considered last summer however to get a similar model to what we have that rental would have to come out of the State of Washington. For 1 week of work we would have had to rent a sweeper for 3 weeks to accommodate shipping, which drove the cost to an unsustainable level.

The existing Street Sweeper is currently broke down. In order to get this machine operational before next spring we need to spend at least \$7,100 for a technician, not including parts. Given the age of our current sweeper and how far past it is for the recommended useful lifespan, and in order to have a more reliable operation, Public Works recommends replacing this equipment with a Schwarze A7 Tornado SE.

Multi Function

Single Engine

Diesel

Easy Du Item c.



A7 TORNADO SE

REGENERATIVE AIR SWEEPER



*Sweeper may be shown with optional equipment

BEST FOR:

CURBS & GUTTERS

CATCH BASIN CLEANING

MUNICIPALITY SWEEPING

AND MUCH MORE

The A7 Tornado SE combines full-size performance with the streamlined efficiency of a single engine. Utilizing a Variable Power Divider, the A7 SE delivers sweeping power directly from the chassis engine—eliminating the need for a secondary engine while maintaining full sweeping capabilities.

Designed for reliability, fuel savings, and ease of operation, the A7 SE is built for long days, tough jobs, and efficient operation. Operators benefit from full in-cab control, industry-leading airflow, and whisper-quiet blower technology—without the complexity of managing two engines.

THE PEOPLE YOU KNOW. THE PRODUCTS YOU TRUST FOR A BETTER PLANET.

SCAN THE QR CODE



Sourcewell

Standard Contract

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74

93021-SWZ



[schwarze.sweepers](https://www.facebook.com/schwarze.sweepers)



[schwarze-industries](https://www.linkedin.com/company/schwarze-industries)



[schwarze.sweepers](https://www.instagram.com/schwarze.sweepers)



[swpr](https://twitter.com/swpr)



[www.schwarze.tv](https://www.youtube.com/watch?v=www.schwarze.tv)



[schwarze.com/A7SE](https://www.schwarze.com/A7SE)

SWEEPING PATH

Pickup head only	90 in (2286 mm)
Head and 1 broom	117 in (2972 mm)
Head and 2 brooms	144 in (3658 mm)

CHASSIS

Make:	Freightliner M2 106
-------	---------------------

GUTTER BROOMS

Location:	Vertical digger type, dual
Diameter:	44 in (1118 mm)
Type:	Flattened wire filled
Speed:	In-cab variable speed, independent of engine RPM
Suspension:	Hydraulic cylinders and springs
Drive:	Hydraulic motor
Adjustments:	In-cab tilt (27°) Gutter Broom Extension Override (GEO) with in-cab variable retraction Full-floating with lateral swing protection (15 in) Poly brush, raises/lowers with pickup head Heavy-duty motor seal and recessed disc design
Center Deflector:	
Sealing:	

PICKUP HEAD

Width:	90 in (2286 mm)
Length:	36 in (914 mm)
Head Type:	Spring-balanced, dual-chamber steel head with replaceable angled blast orifice Sweeps-In-Reverse (fully rated, no add-ons required)
Hoses:	14 in (356 mm) pressure and suction, wire-reinforced molded rubber
Drag Shoes:	Doublewide virgin carbide, interchangeable, 2-year/2,000-hr wear warranty 2 nozzles in suction transition Lower suction tube
Water Injection:	
Quick Disconnect:	
Lift:	Hydraulic, in-cab switch

SWEEPING CONTROLS

Steering:	Dual, non-sweeper installed
Console:	Rotating base, high-res color display
Engine Gauges:	Full diagnostics, engine load, fuel, DEF
Display Info:	Water level, hydraulic temp, filter indicators, leaf bleeder, standby, regen
Switches:	Individual lighted rocker switches with symbols
Standby:	One-touch sweep resume with lift/sweep in reverse
Alarms:	Visual and chime alerts for critical readings

SWEEPER POWER / CHASSIS

Engine:	Cummins 6.7L Turbo Diesel, 6-cylinder
Horsepower:	≥240 HP @ 2400 RPM
Torque:	≥560 ft-lb @ 1600 RPM
Displacement:	≥409 in³
Fuel Tank:	50 gal minimum (shared)
Air Intake:	Hood-level
Electrical:	12V, 160-amp alternator
Shutdowns:	3-point for oil, coolant temp, coolant level

VARIABLE POWER DIVIDER

Function:	Splits engine power between chassis drive and sweeper
Work Mode:	0–20 MPH variable sweeping speed
Transport Mode:	No neutral or brake activation required
Control:	In-cab switch (Drive/Work modes)

HYDRAULIC SYSTEM

Pump:	Variable displacement, belt driven
Reservoir:	25 gal with temp/level indicator
Cooling:	9,000 BTU oil-to-air radiator cooler
Filtration:	10-micron return filter
Pressure:	2700 PSI
Valves:	Diagnostic LEDs, sealed, no lines routed through cab
Backup:	12V DC hydraulic backup

BLOWER

Type:	Closed-face turbine, regenerative air
Diameter:	32.75 in (832 mm)
Width:	5 in (127 mm)
Blades:	10 curved
Construction:	500 Brinell hardness steel
Drive:	5-groove V-belt via PTO (no hydraulic drive)
Suction:	-65 in water column
Airflow:	17,000 CFM
Noise Level:	≤72 dB(A) @ 50 ft (Whisper Wheel-equipped)
Housing:	3/16 in abrasion-resistant steel with replaceable rubber liner
Mounting:	Parallel to hopper, independent of hopper body
Vacuum Enhancer:	Electric control, 0–80% air diversion
Bearings:	Greasable self-aligning, 2.25 in shaft diameter, ground-level access

DEBRIS HOPPER

Volumetric Capacity:	8.4 cu yds	Item c.
Usable Capacity:	7.0 cu yds (6.1 cu m)	
Material:	304 stainless steel (10 ga minimum), 3° sloped floor	
Dumping:	Hydraulic rear dump, 36 in height, 51° total angle	
Lift:	Dual 4 x 16 in cylinders	
Screens:	304 stainless steel, 5615 in², 2-piece saw-tooth design, dual-hinged 15 x 32 in, left and right	
Inspection Doors:	Seals: Rubber on all doors and openings	
Shroud:	Stainless steel, integrated, 48 ft² sound insulation	
Diffuser:	Full-length top diffuser with deluge system	

DUST SEPARATOR

Type:	Centrifugal, 29,000 in³
Cleanout:	Automatic on hopper raise No manual cable/mechanical release

WATER SYSTEM

Pump:	Twin electric diaphragm, 5.88 GPM each @ 60 PSI
Tank Capacity:	470 gal (optional up to 570 gal)
Construction:	Polyethylene
Fill:	25 ft fire hose, 2.5 in NST, 2 in air gap, hydrant wrench & rack
Filtration:	50-mesh cleanable with restriction indicator 5-micron post-pump
Spray Locations:	5 nozzles at pickup head, 2 inside hopper, 2 on each gutter broom, 2 in suction tube, 2 at front axle, 7 at front bumper Individual in-cab solenoid switches
Controls:	Air purge system, water level gauge and alarm
Features:	No ferrous components
Materials:	

HAND HOSE

Diameter:	8 in
Length:	12 ft
Material:	Rubber, serrated 52 in nozzle
Mount:	Rear, boom mounted (spring or hydraulic)
Airflow:	Block-off plate with out-of-cab storage

SAFETY FEATURES

Compliance:	FMVSS
Lighting:	All LED, including dual bumper strobes and high-mount flashers
Backup:	Alarm, camera with 7 in monitor, night vision
Other:	Fire extinguisher, triangle kit, SMV emblem, hazard decals

ACCESSORIES

Rear Bumper:	Full-width steel
Mirrors:	8 in chrome parabolic, mounted under chassis mirrors
Toolbox:	18.875 x 10.5 x 24.625 in, curb-side access

PAINT

One coat of sealer/primer and two coats of
Sherwin-Williams high solids polyurethane, white color.

WARRANTY

Sweeper:	12 months or 1,200 hours
Hydraulic Pumps and Fittings:	60 months or 6,000 hours
Hydraulic Motors and Valves:	24 months or 2,400 hours

Note: Specifications are subject to change without notice.

Your Schwarze Dealer.



© 2025 Schwarze Industries LLC
1055 Jordan Road
Huntsville, AL 35811
800.879.7933
An Alamo-Group Company



Item c.

11/05/2025

A7SE SINGLE ENGINE SWEEPER - SOURCEWELL CONTRACT NO 062425-SWZ
NEW STOCK UNIT AT FACTORY

Customer: CITY OF WRANGELL

Location: ALASKA

Description	Amount
Schwarze Model A7SE Tornado Single Engine Street Sweeper, M2 VPD drive unit with <u>all standard equipment</u> * NEW STOCK UNIT	\$237,380.00
Sourcewell Discount	(\$11,869.00)
26' Freightliner M2 Plus Dual Steer, 48 States, 164" WB, VPD, 33K chassis *Special Order Chassis	\$130,400.00
Body mounting on chassis	\$5,958.00
Standard sweeping head with rubber blast orifice	\$0.00
Sweep Head Deluge	\$630.00
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).	\$11,995.00
Dual gutter broom hydraulic tilt	\$0.00
Dual GEO gutter broom	\$4,150.00
Standby, Full with throttle ramp	\$0.00
Variable speed gutter brooms	\$0.00
Hopper with auto drop down Screens	\$2,245.00
Hopper Sound Suppression	\$1,280.00
Hopper Dump Assist Shaker	\$2,215.00
Hand Hose, 8" Power Boom HD with extend (Remote Engine Throttle Included)	\$8,755.00
Hopper Deluge, Conical Spray	\$1,750.00

Description	Amount <small>Item c.</small>
Hopper Load Weight Alarm & Indicator	\$0.00
Hopper up alarm and indicator	\$0.00
Hopper auxiliary engine screen cover	\$0.00
Hopper Door Open Indicator	\$0.00
Hopper Drain 6" Stainless Steel	\$1,165.00
Hopper, High Strength Stainless Steel ~LIFETIME WARRANTY~	\$10,390.00
Water tank capacity shall not be less than 470 gallons and be constructed of polyethylene for strength and corrosion resistance	\$0.00
Water tank low level alarm & indicator	\$0.00
Spray bar, front	\$1,240.00
Rear Strobe with Guard LED	\$0.00
Arrow board traffic guide LED	\$1,810.00
Barlight, 16" Cab with Guard, Conventional, LED. SAE class 1, Cal Title XIII	\$1,500.00
Grill Mounted Strobes (4)	\$830.00
14 Point standard remote grease manifold	\$0.00
Dual camera system, rear view and sweep head intake view	\$490.00
Paint Standard	\$0.00
Decal Kit	\$0.00
Standard warranty 1 year or 1200 hours	\$0.00
Local dealer pre delivery inspection and training at customer facility	\$2,600.00
Freight: Huntsville to Port of Seattle \$9,775.00, Seattle to Wrangell, AK \$3,750.00	\$13,525.00
PRICE OFFERED TO SOURCEWELL MEMBER	\$428,439.00
Additional discount offered by local dealer for stock unit purchase	(\$41,625.00)
PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT	\$386,814.00

Sourcewell Contract NO 062425-SWZ

Vendor/Contract Holder Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries, Inc.
Contact: M.J. DuBois Email: sourcewell@schwarze.com Phone:410-924-1004



MODEL: ECOINFUSED PELICAN NP 55KW

QUANTITY	PART NUMBER	MODEL DESCRIPTION	LIST PRICE	EXTENDED
0	1120933	PELICAN P SINGLE, TIER 4F, 74hp, USA AND CANADA	\$262,285	\$0.00
		Single steer & gutter broom, right side hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white and including the standard features below.		
1	1120847	PELICAN P DUAL, TIER 4F, 74hp, USA AND CANADA	\$277,030	\$277,030.00
		Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white and including the standard features below.		
0	SPECIAL	PELICAN DIESEL-HYBRID OPTION	\$312,075	\$0.00
		Must choose a TOP LEVEL with this option. Contact Inside Sales to confirm options and compatibility		

NOTE: One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.

STANDARD FEATURES

1	701443	PELICAN P OPERATORS MANUAL	STANDARD	\$0.00
1	702261	PELICAN P PARTS BOOK	STANDARD	\$0.00
1	704046	JOHN DEERE OPERATORS MANUAL	STANDARD	\$0.00
1	704047	JOHN DEERE PARTS BOOK	STANDARD	\$0.00
1	0730166	BROOM MEASUREMENT RULER	STANDARD	\$0.00
1	0701708	MACHINE DELIVERY PACKET	STANDARD	\$0.00
1	0702020	ELGIN SAFETY MANUAL	STANDARD	\$0.00

Air cleaner, two-stage, dry type with restriction indicator	Light, spotlight, adjustable, one per side broom
Air conditioner	Lights, 2 combination, tail/stop lights
Alternator, 120 amp	Lights, headlights, multiple beam
Anti siphon water fill	Lights, low water light
Automatic engine shutdown (oil pressure/engine temperature)	Low Hydraulic Warning
Automatic pickup in reverse	Main broom controls in cab
B20 biodiesel compatible	Manuals, operator and parts
Back up alarm, electric	Mirror, inside rear view
Battery, maintenance free	Mirrors, outside, front mounted 6" fish eyes
Brakes, power	Mirrors, outside, front post mounted, west coast type, one each side
Broom, main, hydraulically suspended	Parking brake with interlock
Broom, main, in cab pressure control	Rear Camera & in cab monitor
Broom, main, prefab, disposable	Return to sweep feature
Broom, side broom, hydraulically suspended	Seat Belts (both sides for dual)
Broom, side broom, in cab pressure control	Seats, extra wide cordura suspension seats with arm rests
Bumper pads, front jack	Signals, self-canceling directional with hazard switch
Coolant recovery system	Sprung guide wheel, heavy duty
Doors, see through glass, prop-able	Steering wheel, tilt and telescoping
Electronic Throttle	Sun visors
Engine, hour meter	Tachometer, diesel engine
Gauges & Warning lights:	Tires, tubeless radials
engine coolant temperature	Tow loops, four
engine oil pressure	Water tank, fill gauge
fuel level	Water tank, molded polyethylene: 220 gallon total nominal capacity
speedometer & odometer w/trip set	Wheels, dual guide
Fenders, over front wheels	Wheels painted grey
Flushing system for hopper/conveyor	Window, opening front opera
Fuel tank, 35 gallons	Windshield washer
Fuel Water separator with indicator light	Windshield wipers with intermittent setting
Heater, pressurizer with filtered air, defroster	Windshield, tinted
Hose, hydrant fill, 16' 8" with coupling	

0	1089728	-----ALARMS----- GROTE LOUD MOUTH BACKUP ALARM	\$385	\$0.00
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0	1087563	-----AUTO SHUTDOWN----- HYDRAULIC LEVEL SHUTDOWN	\$270	\$0.00
1	1089429	HYDRAULIC LEVEL & TEMPERATURE SHUTDOWN	\$520	\$520.00
0	1120654	HYDRAULIC TEMPERATURE SHUTDOWN	\$270	\$0.00

0	1124786	----CONVEYOR/ELEVATOR---- CONVEYOR STALL ALARM	\$995	\$0.00
1	1087575	LOWER ROLLER DEFLECTOR	\$670	\$670.00
0	1120820	CONVEYOR CLEANOUT	\$720	\$0.00

0	1088858	-----GAUGES----- LOOSE CHARGE PRESSURE GAUGE	\$410	\$0.00
0	1120827	IN CAB AIR RESTRICTION GAUGE	\$615	\$0.00

0	1092236	-----LIFELINER SYSTEM / EPOXY COATING----- LIFELINER HOPPER SYSTEM W/WARRANTY	\$5,510	\$0.00
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-----LIGHTS-----



MODEL: ECOINFUSED PELICAN NP 55KW

QUANTITY	PART NUMBER	MODEL DESCRIPTION	LIST PRICE	EXTENDED
0	1087873	LED CLEARANCE LIGHTS	\$400	\$0.00
1	1120770	LED ALTERNATING & FLASHING LIGHTS IN BATTERY COVER	\$1,640	\$1,640.00
0	1120744	(2) LED REAR FLOODS & BACKUP LIGHTS	\$1,040	\$0.00
0	1114404	(2) CAB FORWARD FACING LED FLOOD LIGHTS WITH LIGHT BAR	\$1,630	\$0.00
0	1114405	(2) CAB FORWARD FACING LED FLOOD LIGHTS WITHOUT LIGHT BAR	\$2,020	\$0.00
1	1101273	LED STOP/TAIL/TURN	\$460	\$460.00
0	1101318	PACKAGE 5: ONE LED STROBE W/ GUARD	\$1,265	\$0.00
0	1101319	PACKAGE 6: TWO LED STROBES W/ GUARD	\$2,325	\$0.00
1	1101320	PACKAGE 7: PACKAGE 6 + FOUR ROOF MOUNTED SWEEP FLASHERS LED STOP/TAIL/TURN MUST BE ORDERED WITH THIS PACKAGE	\$3,065	\$3,065.00

-----PELICAN OPTIONS-----

1	1087981	RED LOGO/SWOOSH	\$0	\$0.00
0	1087982	WHITE LOGO/SWOOSH	\$0	\$0.00
0	1122929	SHIP DECALS AND SWOOSH LOOSE IN HOPPER	\$0	\$0.00
0	1087995	25' WATER FILL HOSE (ILO 16' 8")	\$270	\$0.00
0	1097387	GREASABLE DIRT SHOES	\$135	\$0.00
0	1123319	SLIDING REAR WINDOW	\$1,380	\$0.00
0	1123322	STEEL RIGHT HAND DOOR W/ SLIDING WINDOW	\$4,340	\$0.00

-----REFLECTORS-----

0	1087538	REFLECTOR (ARMoured), SET OF 6	\$210	\$0.00
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-----SIDE BROOM TILT-----

1	1089502	LEFT HAND SIDEBROOM TILT WITH INDICATOR	\$2,495	\$2,495.00
1	1089503	RIGHT HAND SIDEBROOM TILT WITH INDICATOR	\$2,495	\$2,495.00

-----SEATS-----

1	1087555	RIGHT HAND BOSTROM AIR RIDE MID BACK CLOTH	\$1,310	\$1,310.00
1	1087556	LEFT HAND BOSTROM AIR RIDE MID BACK CLOTH	\$1,310	\$1,310.00
0	1087677	ALL VINYL STD SEAT	\$65	\$0.00

-----SAFETY-----

1	1087559	(1) 2 1/2 LB. FIRE EXTINGUISHER	\$295	\$295.00
0	1088661	(2) 2 1/2 LB. FIRE EXTINGUISHER	\$585	\$0.00
0	1092020	REMOVE REAR CAMERA	\$0	\$0.00
0	1101067	LEFT HAND SIDE CAMERA	\$765	\$0.00
0	1122587	RIGHT HAND SIDE CAMERA	\$765	\$0.00
0	9306848	TRIANGLE REFLECTIVE FLARES (3)	\$130	\$0.00

-----SWEEPER ENGINE-----

0	1120838	PREMIUM RADIATOR/HEATER HOSES	\$365	\$0.00
0	1127329	EXTREME COLD PACKAGE	\$750	\$0.00
1	1087562	ENGINE PRE-CLEANER	\$615	\$615.00
1	1087675	BATTERY DISCONNECT SWITCH	\$270	\$270.00
1	1089774	MAGNETIC DRAIN PLUG	\$230	\$230.00
0	1120874	ENGINE COOLANT FILTER	\$675	\$0.00

-----PAINT-----

1	4810001	STANDARD WHITE	\$0	\$0.00
0	4811018	RAL 1018 ZINC YELLOW	\$640	\$0.00
0	4811023	RAL 1023 TRAFFIC YELLOW	\$690	\$0.00
0	4811037	RAL 1037 SUN YELLOW	\$690	\$0.00
0	4813020	RAL 3020 TRAFFIC RED	\$640	\$0.00
0	SPECIAL	PAINT SWEEPER ANY OTHER RAL COLOR	CONTACT INSIDE SALES	\$0.00
0	SPECIAL	WHEELS PAINTED SAME COLOR AS BODY	CONTACT INSIDE SALES	\$0.00
0	SPECIAL	PAINT SWEEPER NON RAL COLOR	CONTACT INSIDE SALES	\$0.00
0	1118326	CUSTOM COLOR BODY PANELS	\$0	\$0.00

SUB TOTAL	\$292,405.00
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SPECIAL RFQ OPTIONS / OTHER DESCRIPTIONS

		FOB Wranqell. Freight TBD.		

GRAND TOTAL	\$292,405.00
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Outlook

Re: Yukon Equipment - Pelican Quote

From Chen Simpson <chen.simpson@yukoneq.com>

Date Tue 11/25/2025 4:35 PM

To Tom Wetor <twetor@wrangell.com>

Hey Tom,

The BroomBear would be about 130k more. The Hopper size is 3.5 for the BB vs 3 cubic yards usable capacity for the Pelican.

BroomBear can get up to highway speed; Pelican is 20mph. That's the limitation for the Pelican.



Chen-Roy Simpson
Territory Sales Manager

Cell: 907-213-1355

Office: 907-277-1541

www.yukoneq.com



The People You Know. The Products You Trust.

CUSTOMER PO TO DEALER AUTHORIZATION LETTER

Date November 5, 2025

To: City of Wrangell, Alaska

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Alaska Municipal Equipment, to receive a Purchase Order from you for the purchase of a New Stock Schwarze sweeper model A7SE Tornado as quoted to you on 11/05/2025 according to the terms of our Sourcewell Contract Number 062425-SWZ. This letter is for a one-time authorized assignment of Contract Number 062425-SWZ, and cannot be duplicated on future orders, or quotations without specific written consent of Schwarze Industries, Inc. **THE TERMS OF THIS AUTHORIZATION REQUIRE YOU TO** provide us **a copy of your purchase order for our records.** You may email the Purchase Order to Sourcewell@schwarze.com

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois
Contract Administrator



November 5, 2025

City of Wrangell

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Wrangell the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Wrangell would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Schwarze Model A7SE Tornado. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Wrangell	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital	
EQUIPMENT:	Schwarze Model A7SE Tornado	
EQUIPMENT COST:	\$386,814.00	
DOWN PAYMENT / TRADE-IN:	\$0.00	
AMOUNT FINANCED:	\$386,814.00	
FUNDING DATE:	November 28, 2025	
DEFERRAL DAYS:	168	
FIRST PAYMENT DUE:	May 15, 2026	
TERM:	3 Years	
ANNUAL LEASE PAYMENTS:	\$142,578.69	
ALTERNATIVE LEASE OPTIONS:	5 years	\$89,530.23
	7 years	\$67,308.58

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to December 5, 2025. After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#092424-NCL **NCL's Sourcewell Contract # is 092424-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
 jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Wrangell, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	_____	DATE:	_____
NAME:	_____	TITLE:	_____
PHONE:	_____		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



November 5, 2025

City of Wrangell

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Wrangell the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Wrangell would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Schwarze Model A7SE Tornado. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Wrangell				
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital				
EQUIPMENT:	Schwarze Model A7SE Tornado				
EQUIPMENT COST:	\$386,814.00				
DOWN PAYMENT / TRADE-IN:	<u>\$150,000.00</u>				
AMOUNT FINANCED:	\$236,814.00				
FUNDING DATE:	November 28, 2025				
DEFERRAL DAYS:	168				
FIRST PAYMENT DUE:	May 15, 2026				
TERM:	3 Years				
ANNUAL LEASE PAYMENTS:	\$86,852.61				
ALTERNATIVE LEASE OPTIONS:	<table> <tr> <td>5 years</td><td>\$54,537.85</td></tr> <tr> <td>7 years</td><td>\$41,001.40</td></tr> </table>	5 years	\$54,537.85	7 years	\$41,001.40
5 years	\$54,537.85				
7 years	\$41,001.40				

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to December 5, 2025.
After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#092424-NCL **NCL's Sourcewell Contract # is 092424-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Wrangell, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	_____	DATE:	_____
NAME:	_____	TITLE:	_____
PHONE:	_____		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

Cost Summary:

Date Printed: 12/08/2025

Item c.

Name	Asset #	# of WOs	WO \$	Avg \$	Part Cost	Labor Cost	Other Cost	Non-inv \$	Labor Hrs	Avg Hours	Downtime	Purchase Date	Asset Life
008	6	1.00	254.33	254.33	0.00	26.26	0.00	228.07	1.00	1.00	0.00	01/01/2014	15
015	10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2015	15
017	12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2014	15
031	25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2010	20
039	33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1999	17
041	35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2013	20
042	36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1998	20
043	37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2003	20
044	38	1.00	748.43	748.43	0.00	187.49	0.00	560.94	6.22	6.22	0.00	01/01/1990	20
045	39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2014	20
049	43	7.00	7475.36	1067.91	0.00	1040.44	0.00	6434.92	30.66	4.38	0.00	01/01/2004	15
050	44	3.00	20245.71	6748.57	0.00	2048.84	0.00	18196.87	68.00	22.67	0.00	01/01/2009	15
052	46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1973	10
053	47	1.00	3012.90	3012.90	0.00	212.38	0.00	2800.52	7.05	7.05	0.00	01/01/2005	15
056	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1986	10
059	53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1998	5
068	60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1984	20
078	68	1.00	730.38	730.38	0.00	238.00	0.00	492.38	7.00	7.00	0.00	01/01/2007	15
103	92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2007	10
117	105	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/1956	20
118	106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2009	10
119	107	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2002	20
125	112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2011	20
132	118	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2013	10
133	119	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2012	20
135	120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01/01/2012	15
046	0000000132	1.00	181.21	181.21	0.00	26.26	0.00	154.95	1.00	1.00	0.00	02/18/2020	20
308 CR EXCAVATOR	062	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0
CS-563 ROLLER	134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0



RE: test

From Talon Armor <tarmor@rwcgroup.com>

Date Wed 10/22/2025 1:45 PM

To Dave Bryner <dbryner@wrangell.com>

Dave,

We can get this done this weekend Saturday and Sunday.

Tickets appear to be about \$1500.00.

Hotel should be 100 ish per day unless you can provide.

Labor for the two days is \$5400.00

If there are any weather delays each additional day is billed at \$2,700.00 per day.



Talon Armor

Service Manager

Direct: (907) 265-0238

Mobile: (910) 286-9292

Office: (907) 279-9591

Email: tarmor@rwcgroup.com

7880 Sandlewood Pl | Anchorage, AK 99507

From: Dave Bryner <dbryner@wrangell.com>

Sent: Tuesday, October 21, 2025 2:09 PM

To: Talon Armor <tarmor@rwcgroup.com>

Subject: Re: test

2009 GMC 7500 vin# 1GDM7F1B79F411577 no start no shift. Batterys are good tested three or more times David City Shop #907 874 2231

From: Talon Armor <tarmor@rwcgroup.com>

Sent: Tuesday, October 21, 2025 2:05 PM

To: Dave Bryner <dbryner@wrangell.com>

Subject: test

test



Talon Armor

Service Manager

Direct: (907) 265-0238

Mobile: (910) 286-9292

Office: (907) 279-9591

Email: tarmor@rwcgroup.com

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 12-25-2008 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AFFIRMING THE BOROUGH'S COMMITMENT TO PARTNERSHIP WITH THE ALASKA MENTAL HEALTH TRUST LAND OFFICE AND SUPPORTING CONTINUED PROGRESS TOWARD A MUTUALLY BENEFICIAL LAND EXCHANGE

SUBMITTED BY:

Mason Villarma, Borough Manager
Kate Thomas, Economic Development
Director

FISCAL NOTE:

Expenditure Required:

Fiscal Year (FY): 2026	Amount: \$
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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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. RES 12-25-2008

RECOMMENDATION MOTION:

Move to Approve RES 12-25-2008

SUMMARY STATEMENT:

The City and Borough of Wrangell and the Alaska Mental Health Trust Land Office (TLO) have been engaged in a coordinated effort to evaluate a prospective land exchange intended to advance shared land-management and community development goals. This effort is grounded in the December 2024 Memorandum of Understanding, which commits the parties to collaborative planning, timber resource coordination, and strategic development opportunities, including subdivision planning.

In September 2025, the Planning & Zoning Commission and the Economic Development Board reviewed the conceptual exchange of Borough-owned Lot 5A, Spur Road Subdivision with TLO lands of comparable appraised value. Both bodies unanimously recommended that the Assembly proceed with the land exchange process, subject to conditions related to appraisals, rezoning, buffering, comparable land values and utility considerations. These conditions are intended to ensure consistency and compliance with WMC 16.12.080.

The Trust Land Office is currently finalizing appraisal work and preparing materials for presentation to its authorizing body. Adoption of this resolution provides a meaningful record of Assembly support, reaffirms the Borough's ongoing commitment to a cooperative exchange process, and acknowledges the shared value of aligning land-management strategies for the long-term benefit of the community and Trust beneficiaries.

This resolution is not an approval of a final exchange agreement, which will return to the Assembly following completion of appraisals, rezoning steps, and preparation of a formal exchange instrument.

CITY AND BOROUGH OF WRANGELL
RESOLUTION No. 12-25-2008

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH
 OF WRANGELL, ALASKA, AFFIRMING THE BOROUGH'S
 COMMITMENT TO PARTNERSHIP WITH THE ALASKA MENTAL
 HEALTH TRUST LAND OFFICE AND SUPPORTING CONTINUED
 PROGRESS TOWARD A MUTUALLY BENEFICIAL LAND
 EXCHANGE

WHEREAS, the City and Borough of Wrangell ("the Borough") and the Alaska Mental Health Trust Land Office ("TLO") entered into a Memorandum of Understanding in December 2024 for the purpose of coordinating land management activities, timber resource planning, subdivision development, and economic development opportunities; and

WHEREAS, the Borough and TLO have engaged in collaborative evaluation of a prospective land exchange that would support community housing needs, strategic industrial and economic development, and the long-term land management goals of both parties; and

WHEREAS, the Borough's Planning & Zoning Commission and Economic Development Board reviewed the proposed exchange in August and September 2025 and unanimously recommended that the Borough continue advancing the exchange process, subject to appropriate conditions including appraisals, rezoning, buffering, on-site utilities, comparable land values and preparation of a formal exchange agreement consistent with WMC 16.12.080; and

WHEREAS, the Trust Land Office is completing required appraisal work and preparing its materials for review and approval by its authorizing body, and a formal statement of Borough commitment will serve as meaningful documentation of partnership during this process; and

WHEREAS, the Borough recognizes the value of continued collaboration with the TLO to support shared objectives related to land stewardship, housing development, economic diversification, and the long-term prosperity of the community and Trust beneficiaries;

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

Section 1. The Borough affirms its commitment to continued partnership with the Alaska Mental Health Trust Land Office and supports ongoing progress toward a mutually beneficial land exchange.

Section 2. This resolution does not authorize or approve a final land exchange agreement. Any proposed exchange will return to the Borough Assembly for review and approval following completion of appraisals, rezoning, and preparation of a formal exchange instrument consistent with Borough code.

Section 3. This resolution shall serve as an official record of the Borough's collaborative intent as the Trust Land Office completes its internal review and approval process.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL,
ALASKA THIS 16th DAY OF DECEMBER 2025.

CITY & BOROUGH OF WRANGELL

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>	December 16, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 12-25-2009 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET TO APPROPRIATE \$17,837 FOR COLD STORAGE MAINTENANCE COSTS PURSUANT TO THE SIXTH LEASE AMENDMENT WITH TRIDENT SEAFOODS, AND AUTHORIZING ITS EXPENDITURE FROM THE MARINE SERVICE CENTER – PORT & HARBOR FUND

<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): 2026	Amount: \$17,837
Amount Budgeted:	
	FY: \$17,837
Account Number(s):	
	74030 000 7002
Account Name(s):	
	MSC Facilities Repair and Maintenance
Unencumbered Balance(s) (prior to expenditure):	
	\$XXX

ATTACHMENTS: 1. RES 12-25-2009 2. October 2025 Trident Invoice 3. Cold Storage Lease Agreement

RECOMMENDED MOTION:

Move to approve Resolution 12-25-2009.

SUMMARY STATEMENT:

The City and Borough of Wrangell is obligated under Section 13, as amended in the Sixth Amendment to the Cold Storage Lease Agreement, to share responsibility with Trident Seafoods for approved annual maintenance costs at the Borough-owned Cold Storage facility. Section 13 requires the Borough and Trident to split the first \$15,000 in qualifying maintenance costs evenly, with the Borough assuming 100% of all costs exceeding that threshold. Trident has submitted its 2025 Cold Storage maintenance invoice totaling \$17,836.27, resulting in a Borough responsibility of \$17,837 pursuant to the formula outlined in the amended Section 13. Because the FY 2026 budget does not contain sufficient appropriations for this expense, an amendment is necessary to authorize payment.

The 2025 maintenance work included refrigeration system testing, safety and pressure relief replacements, electrical upgrades such as high-temperature receptacles and circuit components, PSM program maintenance, compressor vibration analysis, Unifire inspection work, and quarterly alarm notification services—each essential to maintaining the safety, compliance, and operational reliability of the Borough's Cold Storage infrastructure. These activities help ensure the facility continues to support Wrangell's fishermen and seafood processors by preserving dependable cold-chain capacity.

Approval of the resolution will amend the FY 2026 budget by adding \$17,837 to the Facilities Repair & Maintenance account within the Marine Service Center – Port & Harbor Fund (74030-000-7002) and authorize expenditure of these funds in accordance with Section 13 of the lease. Adoption is recommended to fulfill the Borough's contractual obligations and support the continued functionality of this essential community asset.

Total Cold Storage Lease Revenue for the fiscal period is expected to be \$36,239.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 12-25-2009

A RESOLUTION OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2026 BUDGET TO APPROPRIATE \$17,837 FOR COLD STORAGE MAINTENANCE COSTS PURSUANT TO THE SIXTH LEASE AMENDMENT WITH TRIDENT SEAFOODS, AND AUTHORIZING ITS EXPENDITURE FROM THE MARINE SERVICE CENTER – PORT & HARBOR FUND

WHEREAS, the City and Borough of Wrangell (“Borough”) and Trident Seafoods Corporation are parties to a long-term lease agreement for the Borough-owned Cold Storage facility, including a Sixth Lease Amendment governing allocation of approved maintenance costs; and

WHEREAS, under the Sixth Lease Amendment, the parties share approved maintenance expenses on a 50/50 basis up to \$15,000, with the Borough (as Lessor) responsible for 100% of all maintenance costs exceeding that amount; and

WHEREAS, Trident Seafoods has submitted an invoice for 2025 Cold Storage facility maintenance totaling **\$17,837** which is due from the Borough in accordance with the reimbursement formula described above, as shown in the maintenance invoice provided by Trident Seafoods dated October 5, 2025; and

WHEREAS, the FY 2026 adopted budget did not include an appropriation sufficient to cover the Borough’s share of the 2025 Cold Storage maintenance costs; and

WHEREAS, the Assembly finds it necessary and in the public interest to amend the FY 2026 budget to authorize expenditure of these required costs to maintain the Cold Storage facility, which supports Wrangell’s local seafood industry, independent fishermen, and broader marine economy.

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

Section 1: The FY 2026 Budget is hereby amended by increasing appropriations in the Marine Service Center – Port & Harbor Fund (Fund 74030), Facilities Repair & Maintenance Account (74030-000-7002) by \$17,837 for Cold Storage maintenance obligations pursuant to the Sixth Lease Amendment.

Section 2: The Assembly authorizes the expenditure of these funds for payment to Trident Seafoods for the Borough’s required share of approved Cold Storage maintenance costs.

Section 3: This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA
THIS 16th DAY OF DECEMBER, 2025.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk


TRIDENT SEAFOODS CORPORATION

641 Shakes Street | Wrangell, AK 99929

Phone: 907 874-3346

Cold Storage 2025 Maintenance
INVOICE
October 5, 2025
Invoice To:

 City and Borough of Wrangell
 PO Box 531
 Wrangell, AK 99929
 (907) 874-2381

Service:

2025 Wrangell Cold Storage

Borough Manager Mason Villarma,

Trident greatly appreciates the long-term partnership we have for the lease and operation of the CBW Cold Storage. Below is the annual invoice for Cold Storage facility maintenance. Support invoices/quotes are provided.

2025 Maintenance costs have been broken into 2 sections. The first are longer term expenses that were invoiced to Trident in 2024 but installed/concluded in 2025 and not part of the 2024 reimbursement. The second section is 2025 maintenance costs. The Longer term will be separated and reimbursed at 50% to reflect as if it were part of the 2024 invoice.

Longer Term Maintenance Expenses

Item	Service Description	QTY	Price	Total
1	Wyatt Refrigeration - 5yr MIR Analysis	1	\$ 6,670.00	\$ 6,670.00
2	R/S SR-1 - 250 Relief Valve	4	\$ 168.45	\$ 673.80
3	Hansen H5600A - 250 Relief Valve	1	\$ 282.74	\$ 282.74
4	Receptacle Plug - Circuit Break Kit	2	\$ 325.00	\$ 650.00
5	Receptacle Plug - Hi temp 4010-05	2	\$ 195.00	\$ 390.00
6	Receptacle Plug - Reefer Power Outlet	2	\$ 495.00	\$ 990.00
				Total \$ 9,656.54

2025 Maintenance Costs

Item	Service Description	QTY	Price	Total
1	PSM Program Maint. - Cold Storage	1	\$ 12,000.00	\$ 12,000.00
2	Unifire Inspection - 1hr	1	\$ 2,220.00	\$ 2,220.00
3	Electrical Infrared Testing - 0.1% of Invoice	1	\$ 370.00	\$ 370.00
4	Doubl-Kold Compressor Vibration Analysis	1	\$ 5,360.00	\$ 5,360.00
5	LJ Alarm Notification - Quarterly	4	\$ 139.50	\$ 558.00
			Total	\$ 20,508.00

Overall Reimbursement Breakdown by Contract

Item	Description	%	Price	Total
1	24/'25 Longer Term Maintenance	50%	\$ 9,656.54	\$ 4,828.27
2	2025 Maintenance Costs	50%	\$ 15,000.00	\$ 7,500.00
3	2025 Maintenance Costs	100%	\$ 5,508.00	\$ 5,508.00
		2025	Total Reimbursement	\$ 17,836.27

The Wrangell Cold Storage supports our independent fisherman, all local seafood processors and is a core part of Wrangell's seafood industry. We appreciate CBW's support and partnership with Trident as we work to provide the highest quality services and maintain CBW infrastructure and meet regulatory standards.

Regards,

Phillip Mach

Sr. Operations Manager – SE Alaska

TRIDENT SEAFOODS CORPORATION

641 Shakes Street | Wrangell, AK 99929

Phone: 907-873-3346 | Cell: 907-420-7755

Sixth Lease Amendment
COLD STORAGE FACILITY LEASE AGREEMENT

This Sixth Lease Amendment (the “Amendment”) is made on October 12, 2022, by and between the City and Borough of Wrangell, a municipality, whose mailing address is PO Box 531, Wrangell, AK 99929 (“Lessor”), and Trident Seafoods Corporation, whose mailing address is 5303 Shilshole Avenue NW, Seattle WA 98107 (“Lessee”), (Lessor and Lessee, each a “Party” and collectively, the “Parties”).

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated April 12, 2009 as extended by five one-year lease extensions (collectively hereinafter referred to as the “Lease”), for certain real property and improvements described in Exhibit A to the Lease;

WHEREAS, Lessee’s tenancy of the Leased Premises has been on a month-to-month basis since the expiration of the last term of the Lease on April 12, 2019; and

WHEREAS, the Lessor desires to continue to lease the Leased Property to Lessee, and Lessee desires to continue leasing the Leased Property, for a new term subject to the terms and conditions of the Lease as amended herein.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Other than as specifically modified herein, the Parties reaffirm the Lease, and it shall remain in full force and effect.
2. All capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Lease.
3. Section 1 of the Lease is deleted in its entirety and replaced with the following:
 1. Term and Premises. The term of this Lease shall commence on January 1, 2023, and end at midnight on September 30, 2027 (hereinafter the “Term”).

The Premises leased are described on Exhibit A hereto and include the Cold Storage Facility and sufficient adjacent property for container storage. Lessee shall have reasonable rights of ingress and egress across Lessor’s property for access to the Premises.

4. Section 2 of the Lease is deleted in its entirety and replaced with the following:

2. Lessee shall pay Lessor base rent at a monthly rate of \$2,990 per month for the first year of the Term. Thereafter, the monthly rate will increase two percent each year as shown in the schedule below:

First Year Monthly Payment:	\$2,990.00
Second Year Monthly Payment:	\$3,049.80
Third Year Monthly Payment:	\$3,110.80
Fourth Year Monthly Payment:	\$3,173.01
Fifth Year Monthly Payment:	\$3,236.47

5. Section 5 of the Lease is deleted in its entirety and replaced with the following:

5. Storage for Third Parties. Lessee shall be the anchor tenant of the facility and shall provide space for third-party use. Lessee agrees to ensure that in both using the facility and providing storage space, loading and unloading services, and paperwork preparation for third-party users, it will comply with all state and federal guidelines and that it will remain ultimately responsible for the operation of the Premises.

The Lessee may charge third-party users storage rates and fees as determined by the Lessee.

6. Section 13 of the Lease is deleted in its entirety and replaced with the following:

13. Waste, Alterations, and Repair. Lessee may not commit, or suffer to be committed, any waste upon the Leased Property. Lessee accepts the Leased Property in its present condition and during the continuance of this Lease and, upon the last day of the term, or on sooner termination of this Lease, surrender unto Lessor the Leased Property in as good a condition as when received, ordinary wear and tear excepted. No alterations may be made by Lessee to any part of the Leased Property without the written consent of the Lessor being first had and obtained.

Notwithstanding anything herein to the contrary, the Lessor agrees that it will reimburse the Lessee for all approved maintenance costs up to 50% of \$15,000 incurred per year. Such costs must be submitted to the Lessor's Finance Director with invoices, payment support and an expense reconciliation summary on or before October 15th of each year. One total reimbursement request for maintenance costs will be honored each year of the Term (commencing the first year of the Term with a reimbursement request due by October 15, 2023). If the reimbursement request is not filed timely with the Lessor as provided herein, the Lessee is solely responsible for the Lessor's 50% share of maintenance costs.

For any Lessor approved maintenance costs incurred that exceed \$15,000 in a year ("Excess Costs"), then Lessor shall be fully responsible for 100% of such Excess Costs, in addition to 50% of those maintenance costs under \$15,000 as described herein. Lessor will reimburse Lessee for maintenance cost approved by the Lessor (i.e., Borough Manager) upon receiving the supporting documentation for each approved maintenance expenditure.

For purposes of this section, the maintenance costs incurred in a year shall be calculated using those costs actually incurred from October 1 through September 30 during each year of the Term, with this calculation beginning on October 1, 2022 for the first year of the Term.

6. All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

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

Trident Seafoods Corporation

By: 

Name: Nicholas Ohmer

Title:

Plant Manager

Date: 10/12/22

City of Borough of Wrangell

By: 

Name: Patricia Gilbert

Title: Borough Mayor

Date: 10/12/22

COLD STORAGE FACILITY LEASE AGREEMENT
Fifth Lease Extension

This agreement is made and entered into this 1 day of ~~April~~ ^{May}, 2018, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

RECITALS

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Term and Premises.** The term of this Lease shall commence the 12th day of April, 2018, and end at midnight, the 12th day of April, 2019. This is the ~~fourth~~ ^{fifth} of five allowable extensions to this lease.

2. **Lease Conditions**


All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives signing below.

Date: 5-1, 2018

City and Borough of Wrangell, Alaska
Lessor

Attest:


Kim Lane, MMC
Borough Clerk

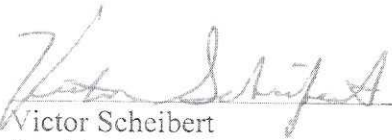
By


Lisa Von Barga
Borough Manager

Date: 4/25, 2018

Trident Seafoods Corporation
Lessee

By

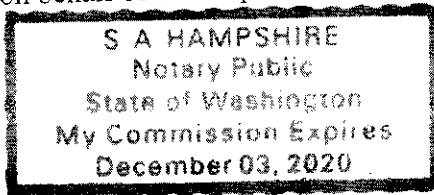

Victor Scheibert
President, Alaska Operations

The foregoing instrument was acknowledged before me this 15th day of May, 2018, by **Lisa Von Barga**n and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Sherri D. Cowan
Notary Public for Alaska
Commission expires: 08-27-2021

The foregoing instrument was acknowledged before me this 26th day of April, 2018, by Victor Scheibert, Trident Seafoods Corporation as President, Alaska Operations, on behalf of the corporation.



S A HAMPSHIRE
Notary Public for Washington
Commission expires: 12-03-2020

COLD STORAGE FACILITY LEASE AGREEMENT
Fourth Lease Extension

This agreement is made and entered into this 19th day of April, 2017, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

RECITALS

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Term and Premises.** The term of this Lease shall commence the 12th day of April, 2017, and end at midnight, the 12th day of April, 2018. This is the fourth of five allowable extensions to this lease.

2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

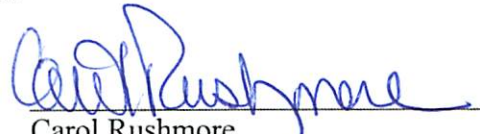
Date: 4-19, 2017

City and Borough of Wrangell, Alaska
Lessor

Attest:


 Kim Lane, MMC
 Borough Clerk


By


 Carol Rushmore
 Interim Borough Manager

Date: 4/18, 2017

Trident Seafoods Corporation
Lessee

By

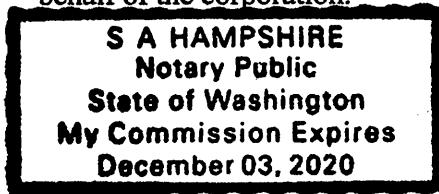

 Name
general manager
 Title

The foregoing instrument was acknowledged before me this 19th day of April, 2017, by **Carol Rushmore** and **Kim Lane**, Interim Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Lavonne Klinke
Notary Public for Alaska
Commission expires: 4-13-2019

The foregoing instrument was acknowledged before me this 18th day of April, 2017, by **John Webby**, General Manager Southeast Operations for Trident Seafoods Corporation, on behalf of the corporation.



S A HAMPSHIRE
Notary Public for the State of Washington
Commission expires: 12/03/2020

COLD STORAGE FACILITY LEASE AGREEMENT
Third Lease Extension

This agreement is made and entered into this 2nd day of October, 2015, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

RECITALS

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Term and Premises.** The term of this Lease shall commence the 12th day of April, 2016, and end at midnight, the 12th day of April, 2017. This is the third of five allowable extensions to this lease.

2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

Date: 10-2, 2015

City and Borough of Wrangell, Alaska
Lessor

Attest:

Lavonne Klink
~~Kim Lane, MMC~~ Lavonne Klink
~~Borough Clerk~~ Deputy Borough Clerk

By

Jeff Jabusch
 Jeff Jabusch
 Borough Manager

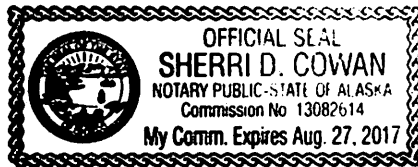
Date: 10-2, 2015

Trident Seafoods Corporation
Lessee

By

Plant Manager
 Name
Plant Manager
 Title

The foregoing instrument was acknowledged before me this 2nd day of October, 2015, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Sherri D. Cowan
Notary Public for Alaska
Commission expires: 08-27-17

The foregoing instrument was acknowledged before me this 2nd day of October, 2015, by Greg Hathaway, Trident Seafoods, Inc., Plant Manager, on behalf of the corporation.

Sherri D. Cowan
Notary Public for Alaska
Commission expires: 08-27-17



COLD STORAGE FACILITY LEASE AGREEMENT
Second Lease Extension

This agreement is made and entered into this 2nd day of October, 2015, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

RECITALS

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Term and Premises.** The term of this Lease shall commence the 12th day of April, 2015, and end at midnight, the 12th day of April, 2016. This is the second of five allowable extensions to this lease.

2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

Date: 10-2, 2015

City and Borough of Wrangell, Alaska
Lessor

Attest:

Lavonne Klinka
~~Kim Lane, MMC~~ Lavonne Klinka
~~Borough Clerk~~ Deputy Borough Clerk

By

Jeff Jabusch
 Jeff Jabusch
 Borough Manager

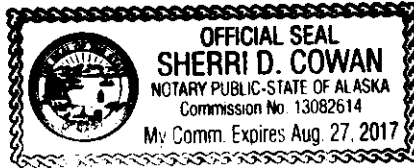
Date: 10-2, 2015

Trident Seafoods Corporation
Lessee

By

Plant Manager
 Name
Plant Manager
 Title

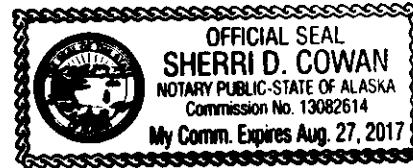
The foregoing instrument was acknowledged before me this 2nd day of October, 2015, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Sherri D. Cowan
Notary Public for Alaska
Commission expires: 08-27-2017

The foregoing instrument was acknowledged before me this 2nd day of October, 2015, by Greg Hathaway, Trident Seafoods, Inc., Plant Manager, on behalf of the corporation.

Sherri D. Cowan
Notary Public for Alaska
Commission expires: 08-27-17



First Amendment
COLD STORAGE FACILITY LEASE AGREEMENT

This agreement is made and entered into this 12th day of April, 2014, by and between the **City and Borough of Wrangell, Alaska** (hereinafter "Lessor" or "Wrangell") and **Trident Seafoods Corporation** (hereinafter "Lessee").

RECITALS

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Term and Premises.** The term of this Lease shall commence the 12th day of April, 2014, and end at midnight, the 11th day of April, 2015.
2. **Lease Conditions**

All other terms and conditions for this lease are contained in the attached prior lease, Sections 2-31, Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the their duly authorized representatives signing below.

Date: August 8, 2014

City and Borough of Wrangell, Alaska
 Lessor

Attest:

Kim Lane
 Kim Lane
 Borough Clerk

By Jeff Jabusch
 Jeff Jabusch
 Borough Manager

Date: 7/31, 2014

Trident Seafoods Corporation
 Lessee

By Kim Schufeldt
 Name
President
 Title

The foregoing instrument was acknowledged before me this 8th day of August, 2014, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Lavonne Klinker
Notary Public for Alaska
Commission expires: 4-13-2015

The foregoing instrument was acknowledged before me this 31st day of July, 2014, by **Victor Scheibert**, President of Trident Seafoods Corporation, a Washington corporation, on behalf of the corporation.



S.A. Hampshire
Notary Public
Commission expires 12/3/16

Exhibit B

COLD STORAGE FACILITY LEASE AGREEMENT

This agreement is made and entered into this 12th day of April, 2009, by and between the City and Borough of Wrangell, Alaska (hereinafter "Lessor" or "Wrangell") and Trident Seafoods Corporation (hereinafter "Lessee").

RECITALS

A. Lessor owns real property and improvements described in Exhibit A, and herein referenced as either the "Leased Property" or "Cold Storage Facility".

B. The parties desire to enter into a management agreement and lease of the Leased Property, hereinafter called this *Lease*.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Term and Premises.** The term of this Lease shall commence the 13th day of April, 2009, and end at midnight, the 12th day of April, 2014. In addition, Lessee shall have five (5) one year options to extend or renew the term of the Lease, exercisable by Lessee so long as Lessee is not then in default. Lessee shall give Lessor written notice not less than 45 days prior to the expiration date of each option of Lessee's intent to exercise its option to renew.

The Premises leased are described on Exhibit A hereto and include the Cold Storage Facility and sufficient adjacent property for container storage. Lessee shall have reasonable rights of ingress and egress across Lessor's property for access to the Premises.

2. **Rent.** Lessee shall pay Lessor rent as follows:

For the first year of this agreement, Lessee will pay Lessor the following:

\$1370 per month which, broken down, consists of:

\$400 insurance
\$420 equipment repair & replacement
\$100 building repair & replacement
\$450 parts, maintenance, etc.

30 days prior to the close of the first year and every year thereafter (from the effective date of this agreement), Lessor will give notice to Lessee of the monthly lease payment that will be in effective for the coming year.

3. **Taxes.** Lessee shall pay any real property taxes accruing against Lessee's interest in the Leased Property during the term of this Lease. Failure to remain pay any real property taxes due and owing may result in termination of this Lease Agreement at the Lessor's discretion.

4. Use. Lessee shall use the Leased Property for the purpose of conducting a cold storage business and shall use land adjacent to the Cold Storage Facility for other uses related to Lessee's processing business only. Lessee shall be the anchor tenant of the facility. No use shall be made or permitted to be made of the Leased Property, or acts done, which would cause the cancellation of any insurance policy carried by Lessor on the Leased Property, or that would violate any condition of the Financial Assistance Award issued by the US Department of Commerce, Economic Development Administration to the City of Wrangell, Award No. 07-01-05758, attached as Exhibit B. Lessee shall, at its sole cost, comply with any and all requirements pertaining to the use of the Leased Property of any insurance organization or company necessary for maintenance of all insurance carried by Lessor on the Leased Property.

Lessee understands and acknowledges that the Lessor's leasing or renting of the real property and improvements described herein is subject to the prior written approval of the U.S. Department of Commerce Economic Development Administration (hereinafter "EDA"). Prior to EDA granting said approval, it must satisfied *inter alia*, that this agreement is consistent with the authorized general and special purpose of the special financial assistant award (Award No. 07-01-05758) granted the Lessor by the EDA; that it will provide adequate employment and economic benefits for City and Borough of Wrangell; that it is consistent with EDA policies concerning, but not limited to, nondiscrimination and excessive profits; and that it provides adequate compensation to the Lessee. See Exhibit B.

Any use of the Leased Property that is not consistent with the general and special purposes of the Financial Assistance Award (Award No. 07-01-05758) (namely, to be used as a cold storage facility) between the Lessor and EDA is strictly prohibited.

Prior to occupancy, the Lessee must furnish to the Lessor for transmittal to the EDA, properly executed EDA forms evidencing assurance of compliance with EDA Civil Rights requirements at 13 CFR Part 317 and all other applicable requirements. The applicable form(s) is attached as Exhibit C.

5. Storage For Third Parties. Lessee shall be the anchor tenant of the facility and shall provide space for third-party use. Lessee agrees to ensure that in both using the facility and providing storage space, loading and unloading services, and paperwork preparation for third-party users, that it will ensure compliance with all state and federal guidelines and that it will remain ultimately responsible for the operation and maintenance of the Leased Property.

Lessee may charge third-party users a reasonable storage fee as originally proposed by Lessee, as follows:

In/out fees:	\$0.02 per pound
Storage fees:	\$0.01 per pound per month for seafood storage. Monthly fees will not be prorated. A full month's fee is to be charged for any portion of the month during which the product is stored.
Loading charge:	\$0.0075 per pound
Bills of Lading Preparation/paperwork charges:	\$0.0025 per pound

Any changes to the fees outlined above are subject to approval by Lessor, which shall be

deemed to have occurred unless Lessor objects thereto in writing within 30 days of written notice thereof to Lessor by Lessee. In addition, Lessor reserves the right to withdraw its approval of the proposed fee structure outlined above at its discretion.

6. Permits. Lessee shall comply with any and all local, state, and federal permit requirements for Lessee's operations and, at its sole cost and expense, keep such permits current and in good standing during the term of this Lease.

7. Disclaimer of Warranty. LESSEE IS FAMILIAR WITH THE LEASED PROPERTY AND ACCEPTS THE SAME AS IS, WHERE IS, WITH ALL FAULTS. LESSOR MAKES NO WARRANTIES REGARDING THE LEASED PROPERTY'S COMPLIANCE WITH LAW.

LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY WHATSOEVER REGARDING THE LEASED PROPERTY OR ANY PART OR PARTS THEREOF FOR ANY INTENDED PURPOSE OR THE QUALITY OR CONDITION OF THE LEASED PROPERTY OR THE SAFE OR UNSAFE CHARACTERISTICS OF ITS CONSTRUCTION OR DESIGN, OR THE PRESENCE OF ABRASIVE OR HAZARDOUS MATERIALS WITH REGARD TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IT IS THE EXPRESS INTENTION OF THIS DISCLAIMER TO PROTECT LESSOR FROM ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF ANY CLAIM OF PRODUCT OR DESIGN FAILURE OF ANY TYPE MADE BY ANY PERSON OR PERSONS, AND, IN CONNECTION WITH REQUIREMENTS OF PARAGRAPH 10 (INDEMNIFICATION) OF THIS LEASE, TO OBLIGATE LESSEE TO DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL SUCH CLAIMS, INCLUDING, WITHOUT ANY LIMITATION UPON THE GENERALITY OF THE FOREGOING, CLAIMS BASED UPON THE NEGLIGENCE OF LESSOR, WHETHER ORIGINATING WITH OR ON BEHALF OF THIRD PARTIES, OR WITH OR ON BEHALF OF LESSEE.

LESSOR IS NOT A MANUFACTURER OF THE LEASED PROPERTY OR A DEALER IN THAT OR SIMILAR PROPERTY, AND IT HAS NOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FOR THE POTENTIAL FOR ANY ECONOMIC SUCCESS OF LESSEE'S OPERATIONS.

8. Manufacturer's Warranties. Lessor will use commercially reasonable efforts to pursue and enforce applicable manufacturer's warranties, if any.

9. Indemnification. Lessee shall save, protect, defend, indemnify and hold harmless Lessor and its elected officials, officers, agents and employees from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery or otherwise), actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement and reasonable attorney's fees), charges, forfeitures, liens and liabilities or losses of any nature or kind whatsoever, including, but not limited to, personal injury, property damage and wrongful

death, or which arise from or in connection with the presence or suspected presence of Hazardous Materials in the soil, ground water, or other media associated with the Leased Property, or from any alleged or actual violation of any environmental law, arising or resulting directly or indirectly from or in any way connected with or otherwise related to Lessee's or its employees, affiliates, parents, agents, contractors, subcontractors, invitees, or assigns, or their or other third-party's operations, maintenance, use, or occupancy of the Leased Property during the term of this Lease or arising out of or based upon any breach of any representation, warranty, covenant, or agreement of Lessee set forth in this Lease. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work. Lessee's indemnification, defense and hold harmless obligations shall survive termination of this Lease.

10. Insurance.

a. At all times during the term of this Lease, Lessee shall keep in force, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereafter provided, in a form reasonably satisfactory to Lessor:

(1) Commercial General Liability policy including a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate, and commercial umbrella insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence, which shall include, but not be limited to, premises, operations, independent contractors, product/completed operations, and contractual (including coverage with respect to the indemnity requirements of this Lease).

(2) Worker's Compensation as required by Alaska law, including Part B Employer Liability Protection of not less than One Million Dollars (\$1,000,000.00) per accident, One Million Dollars (\$1,000,000.00) per occurrence, and Jones Act/Longshore and Harbor Workers Compensation Act coverage of at least One Million Dollars (\$1,000,000.00) per employee and One Million Dollars (\$1,000,000.00) per accident.

b. Prior to taking occupancy or possession of the Leased Property, Lessee shall furnish Lessor with a certificate of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements of this Lease. All certificates shall provide for thirty (30) days prior written notice to Lessor of cancellation, nonrenewal or (if available) material change of any such insurance. Any acceptance of deficient evidence of insurance by Lessor shall not be considered as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide Lessor certified copies of all insurance policies within ten (10) days of Lessor's written request.

c. Lessor shall be an additionally insured under those insurances set forth in Paragraph a(1) above. The insurance policies required by Paragraph a(2) above shall contain a clause or endorsement pursuant to which the insurance companies waive subrogation or consent to a waiver of right to recovery against the Lessor, its elected officials, officers, agents and employees.

d. If Lessee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

e. All insurance required of Lessee by this Lease shall be primary to any owned by Lessor.

f. All insurance required of Lessee by this Lease shall be issued by an insurer reasonably acceptable to Lessor with a financial rating of not less than a Best's rating of A- and any deductible or self-insured retentions shall be in an amount acceptable to Lessor.

g. By requiring insurance under this Lease, Lessor does not represent the coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted Lessor in this Lease.

h. Failure to maintain the required insurance may result in termination of this Lease at Lessor's option.

i. In the event of loss, whether total or partial, Lessor shall not be obligated to replace or to repair the Equipment and Lessor shall have the option to terminate this Lease in which event Lessee shall be relieved of its obligations under this Lease, except those that have accrued and remain owing to Lessor.

11. **Hazardous Materials.** For purposes of this Lease, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "hazardous substances" under AS 46.03.822; and in the regulations adopted and publications promulgated pursuant to said laws.

12. **Utilities and Other Related Costs.** Lessee shall arrange for and maintain gas, electricity, water and trash collection services at its own expense. Lessee agrees to remain current as to any applicable utility charges. In addition to any of the remedies outlined below available to Lessor for breach of any portion of this agreement, should Lessee fail to keep its account with the Wrangell Electric Company current and paid in full, Lessor shall have the option of declaring Lessee in breach of this agreement and taking full and immediate tenancy of the Leased Property, and immediate control of any third-party accounts including the right to receive, collect, and keep any third-party usage fees to the extent of any past due amounts owed to either Lessor or the Wrangell Electric Company by Lessee.

13. **Waste, Alterations and Repair.** Lessee may not commit, or suffer to be committed, any waste upon the Leased Property. Lessee accepts the Leased Property in its present condition and shall, at Lessee's own expense, keep and maintain the Leased Property in a good state of repair during the continuance of this Lease and, upon the last day of the term, or on sooner termination of this Lease, surrender unto Lessor the Leased Property in as good a

condition as when received, ordinary wear and tear excepted; no alterations may be made by Lessee to any part of the Leased Property without the written consent of Lessor being first had and obtained.

14. Time of the Essence. Time is of the essence of this agreement, and if default is made in the payment of the rent at the time above stated, or in the performance of the covenants, conditions and promises herein mentioned, and by Lessee to be paid, kept and performed beyond any applicable cure period, Lessor shall be entitled to re-enter in and upon the Leased Property, and each and every part thereof, and repossess and enjoy the same, and the whole thereof, as in their first and former state, and remove all persons and property therefrom, and at its option terminate this Lease.

15. Casualty Loss. If the Leased Property be partially but materially damaged by fire or water or any other cause, Lessor may elect to either repair said Leased Property or terminate this Lease. Any repairs will proceed as speedily as possible, due allowance being made for the time taken for the settlement of insurance claims and otherwise. In the event of total or constructive total destruction of the Leased Property by fire or otherwise, this Lease will cease and come to an end as of the date of destruction. No damages, compensation or claims shall be payable by Lessor for inconvenience, loss of business, loss of profits or annoyance arising from the destruction of or any repair or restoration of any portion of the Leased Property. In no event shall Lessor be required to repair or replace any property of Lessee.

16. Liens. Lessee may not, at any time during the term of this Lease, suffer the Leased Property to become subject to any lien, charge or encumbrance whatsoever and shall indemnify, and keep indemnified, Lessor against all such liens, charges or encumbrances.

17. Inspection. Lessor shall be entitled at all reasonable times to enter upon the Leased Property to view and inspect the condition of the same and, within the last 6 months of the lease term, to show the same to prospective lessees.

18. Compliance with Law. Lessee may not willfully violate the requirements of any municipal, state or federal authority now in force, or which may hereafter be in force, pertaining to the use of the Leased Property and shall observe in said use all municipal, state and federal statutes and regulations now in force, or which may hereafter be in force. Without any limitation on the generality of the foregoing, upon commencement of this Lease, Lessee shall be responsible for all compliances required of the Leased Property under the Americans With Disabilities Act of 1990 (P.L. 101.336), and comply with all federal, state, and local statutes or ordinances, rules and regulations, permits and orders concerning transportation and disposal of Hazardous Materials and environmental protection. To the extent such a plan is required by law, Lessee shall submit to Lessor a spill prevention or response plan that complies with all applicable state and federal statutes and regulations.

Lessee agrees that its use of the Leased Property shall comply with and be consistent with EDA policies including, but not limited to, nondiscrimination, environmental requirements, and adequate consideration.

19. Equal Opportunity. Lessee, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Alaska Commission on Human Rights.

20. Assignment and Transfer Prohibited. Lessee may not sell, lease, mortgage, or otherwise alienate any right to, or interest in the Leased Property, nor sell or transfer its rights or obligations under this Agreement to any person or persons without the written consent of Lessor. Lessor may not be held to consent to any request for assignment or transfer by operation of law or otherwise.

21. Notice. Any notice, request or other communication required or permitted to be given or made under this Lease shall be deemed properly given or made when mailed, by registered or certified mail, in the ordinary course, postage prepaid, to the following addresses:

Lessor: Post Office Box 531
Wrangell, Alaska 99929

Lessee: 5303 Shilshole Ave NW
Seattle, WA 98107-4000
Attention: Robert Nelson, General Counsel

or to such other addresses as may, from time to time, be designated by the respective parties in writing.

22. Events of Default by Lessee. Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in Paragraph 23:

- a. The failure by Lessee to make any payment of rent or other payment required to

be made by Lessee hereunder as and when due, when such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under the laws of the State of Alaska pertaining to actions for unlawful detainer or forcible entry;

b. The failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after written notice has been given to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under the laws of the State of Alaska pertaining to actions for unlawful detainer or forcible entry. If the default cannot reasonably be cured within ten (10) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default;

c. If Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Lessee is the bankrupt;

d. If a writ of attachment or execution is levied on this Lease, if not released within five (5) days;

e. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Property; or,

f. Failure to perform, or observe, any other obligation or covenant of Lessee under the terms of any other agreement between Wrangell and Lessee, whether or not such agreement is entered into before or after this Agreement, if such default continues for a period of ten (10) days (or such longer cure period as may be provided in such agreement) after written notice of such failure has been given by Wrangell to Lessee.

23. Lessor's Remedies. Upon the occurrence of any event of default under Paragraph 22, then Lessor, at its option, may terminate this Lease forthwith by written notice to Lessee and take such action or pursue such remedies as may be permitted by law or equity, provided, however, that if such default is solely on the basis of Paragraph 22(f), then Lessor's remedy under this Lease is limited to terminating this Lease without liability to Lessor.

24. Termination and Quitclaim. At the end of the Term hereof, whenever and however occurring, Lessee shall quit and surrender up to Lessor peaceable possession of the Leased Property, together with all appurtenances, in as good order, repair and condition as they were in when Lessee took possession, reasonable wear and tear and damage by the elements (unless occasioned by fault of Lessee) excepted. Upon such termination, all of Lessee's interest in and to the Leased Property shall revert to Lessor, and Lessee shall, upon demand, execute and deliver a quitclaim deed in favor of Lessor quitclaiming and releasing all its right, title and interest in and to the Leased Property.

25. Holding Over. Any holding over after the expiration of the Term hereof shall be

construed to be a tenancy from month-to-month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the same terms herein specified so far as possible.

26. Independent Operation. Nothing in this Lease contained shall cause Lessor in any way to be construed as a partner or joint venturer or associated in any way with Lessee in the operation of the Leased Property, or subject Lessor to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Property or any part thereof.

27. Force Majeure. The period of time during which either party is prevented or delayed in the performance or making of any improvements or repairs or fulfilling any obligation required under this Lease (except for payment of rental or other charges or expenses due Lessor) due to unavoidable delays caused by fire, catastrophe, strikes, lock-outs, picketing or strike threats, civil commotion, acts of God or the public enemy, government prohibitions or regulations, or inability to obtain materials by reason thereof, or any similar or like cause beyond such party's reasonable control shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof.

28. No Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of said breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by the parties.

29. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent provided by law.

30. Entire Agreement. This Lease and the exhibits, riders and/or addenda, if any, attached hereto, set forth the entire agreement between the parties. No oral modification of, or amendment to, this Lease shall be effective, but this Lease may be modified or amended by written agreement signed by Lessor and Lessee.

31. Representation. Lessee understands and agrees that the City and Borough of Wrangell has been represented by counsel with regard to this transaction and that Lessee has been advised to consult with counsel of its choosing with regard to the same.

32. Construction - Jurisdiction - Venue. This agreement is to be governed by and construed in accordance with the laws of the State of Alaska. Jurisdiction and venue for any action relating to this agreement shall be in the Superior Court for the State of Alaska, First Judicial District at Wrangell. Should any provision of this agreement need judicial interpretation, it is agreed that the court interpreting and construing the same shall not apply a presumption that this agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or his agent prepared the same.

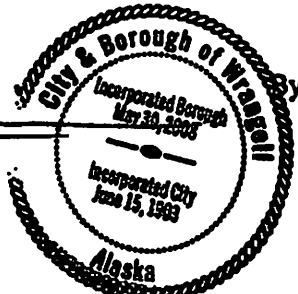
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives signing below.

Date: 4/10, 2009

City and Borough of Wrangell, Alaska
Lessor

Attest:

Christie L. Jamieson
Christie L. Jamieson
City Clerk



Jeff Jabusch, Acting City Mgr.
for:
Robert Prunella
City Manager

The foregoing instrument was acknowledged before me this 10th day of April, 2009 by Jeff Jabusch, acting City Manager signing for and at the request of Robert Prunella, and Christie L. Jamieson, City Manager and City Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Carol Bean
Notary Public for Alaska
Commission expires: 3/23/2010

Date: _____, 2009

Lessee: Trident Seafoods Corporation

By _____
Name: Paul C. Padgett, President

STATE OF WASHINGTON)
) ss.
KING COUNTY)

On this _____ day of _____, 2009, before me, a Notary Public in and for the State of Washington, personally appeared Paul C. Padgett, to me known to be the President of Trident Seafoods Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that s/he

was authorized to execute said instrument.

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

Notary Public in and for the State
of Washington

Print Name: _____

Residing at: _____

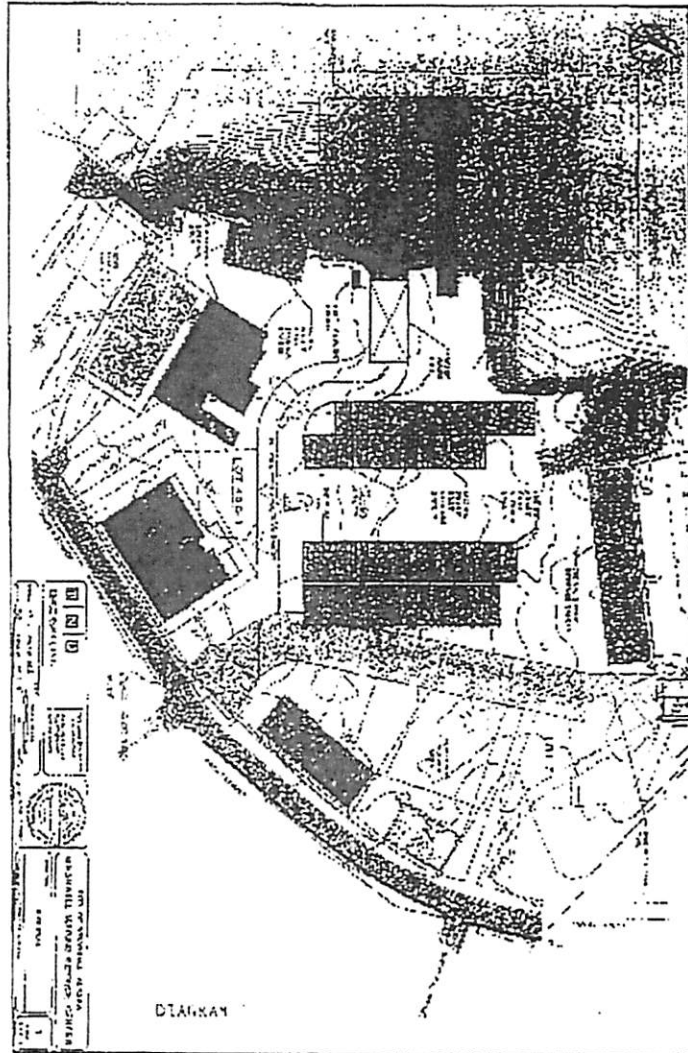
My commission expires: _____

EXHIBIT A

A Portion of Lot 4B-1, W.S.I. Subdivision, according to the official plat thereof filed under Plat No. 2003-3 on January 23, 2003, records of the Wrangell Recording District, Third Judicial District, State of Alaska, which has subsequently been replatted and is now legally described as:

A portion of Lot 4BB-1, W.S.I. Subdivision II, according to the official plat thereof filed under Plat No. 2003-9 on December 4, 2003, records of the Wrangell Recording District, Third Judicial District, State of Alaska, and depicted on the diagram attached hereto and incorporated herein as Diagram 1 as the "Cold Storage Site".

DIAGRAM 1



CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 10-25-1990 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2026 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF INDUSTRIAL LOTS 11 AND 12, BLOCK 66 OF THE INDUSTRIAL REPLAT FOR THE AMOUNT OF \$50,000

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Revenue:

Fiscal Year (FY): 26	Amount: \$39,165
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Amount Budgeted:

FY: 2026	\$ 0
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Account Number(s):

52000.000.7519

Account Name(s):

Industrial Construction Fund

Unencumbered Balance(s) (prior to expenditure):

\$0

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. RES 12-25-2010

RECOMMENDATION MOTION:

Move to Approve Resolution No. 12-25-2010.

SUMMARY STATEMENT:

This resolution amends the Fiscal Year 2026 Budget by accepting \$50,000 into the Industrial Construction Fund. This is for the sale of Lots 11 and 12, Block 66 in the Industrial Park.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 12-25-2010

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY2026 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF INDUSTRIAL LOTS 11 AND 12, BLOCK 66 OF THE INDUSTRIAL REPLAT FOR THE AMOUNT OF \$50,000

WHEREAS, the Borough Assembly authorized the terms of the sale of the Industrial Lots 5a, 7, 8, 9, 10, 11, 12 & 13, by Resolution (10-24-1885); and

WHEREAS, the bidding ended on December 13, 2024; and

WHEREAS, Lots 9, 11, and 12 did not receive any bids; and

WHEREAS, the Borough Assembly approved Resolution 07-25-1961 that reduced the starting bid for Lots 9, 11, and 12; and

WHEREAS, Lot 9 sold to Alan S. Michaud for the reduced starting bid of \$39,165; and

WHEREAS, Lot 11 was sold to Jordan and Shawna Bunes for the reduced starting bid of \$25,000; and

WHEREAS, Lot 12 was sold to Randy Backman for the reduced starting bid of \$25,000; and

WHEREAS, the FY26 Budget must be amended to accept this revenue.

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

Section 1: Lot 11, Block 66, Industrial Replat, received a bid of \$25,000 from Jordan and Shawna Bunes and Lot 12, Block 66, Industrial Replat, received a bid of \$25,000 from Randy Backman and both were paid in full.

Section 2: The FY26 Budget in the Industrial Construction Fund is amended to reflect an increase in revenue to account 52000-000-4650 Industrial Construction Fund - Revenue in the amount of \$50,000.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 16th DAY OF DECEMBER, 2025.

CITY & BOROUGH OF WRANGELL

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>	December 16, 2025
	<u>Agenda Section</u>	13

Approval of a Memorandum of Understanding between JAG Marine Group, LLC & The City and Borough of Wrangell for Long-Term Maritime Industrial Development at the 6-Mile Deepwater Port

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$0 Total</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Fiscal Year (FY): 26</td> <td style="width: 50%;">Amount: \$0</td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">FY:</td> <td style="width: 50%;">\$ 0</td> </tr> </table> <p>Account Number(s):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">XXXXXX XXX XXXX</td> <td style="width: 50%;"></td> </tr> </table> <p>Account Name(s):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Not Applicable</td> <td style="width: 50%;"></td> </tr> </table> <p>Unencumbered Balance(s) (prior to expenditure):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">\$0</td> <td style="width: 50%;"></td> </tr> </table>	Fiscal Year (FY): 26	Amount: \$0	FY:	\$ 0	XXXXXX XXX XXXX		Not Applicable		\$0	
Fiscal Year (FY): 26	Amount: \$0										
FY:	\$ 0										
XXXXXX XXX XXXX											
Not Applicable											
\$0											

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

ATTACHMENTS: 1. MOU

RECOMMENDATION MOTION:

Move to approve a Memorandum of Understanding between JAG Marine Group & the City and Borough of Wrangell.

ADMINISTRATIVE SUMMARY

The proposed Memorandum of Understanding (MOU) establishes a formal partnership framework between the City and Borough of Wrangell (CBW) and JAG Marine Group, LLC to advance long-term maritime industrial development at the 6-Mile Deepwater Port. The agreement outlines coordinated planning, shared responsibilities, and a multi-year roadmap to position Wrangell as a major Alaska vessel-repair, fabrication, and maritime workforce hub.

JAG Marine Group is a national maritime industrial firm with shipyard operations in Michigan, Virginia, Seward, and Ketchikan, recently assuming operation of the Ketchikan Shipyard following Vigor's departure. With decades of experience supporting commercial, federal, and defense vessel programs, JAG brings significant technical expertise, workforce capacity, and large-scale industrial capabilities to this partnership.

Under the MOU, CBW and JAG will collaborate on:

- Long-range planning and phased development of the 6-Mile industrial port.
- Joint pursuit of federal and state funding opportunities, including the EDA Transformation Path Disaster Supplemental Program.
- Workforce development initiatives in coordination with Wrangell Public Schools, AVTEC, and regional training partners.
- Evaluation and development of workforce housing solutions to support anticipated job growth.
- Accelerated near-term opportunities to support vessel repair and fabrication activities utilizing existing municipal assets.

The MOU also establishes an exclusivity period to support good-faith lease negotiations for the development of a shipyard and maritime industrial complex in Wrangell. This partnership positions the community to capture a share of Alaska's maritime repair and fabrication market—work that is currently being exported out of state—and to align local development with national priorities in shipbuilding, icebreaker support, and Arctic maritime operations.

Approval of this MOU advances CBW's strategic goals for industrial expansion, job creation, and revitalization of the 6-Mile Deepwater Port as a regional economic driver.

Note: *It is a top priority for Administration to expand industry in a manner that does **not** compete with the Borough's existing Marine Service Center (MSC). Any final negotiated lease or development agreement will include provisions that protect existing marine-service businesses operating in Wrangell.*

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

I. PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into this ____ day of December, 2025, by and between the City and Borough of Wrangell, Alaska (“CBW”), a municipal corporation organized under the laws of the State of Alaska, whose address is P.O. Box 531, Wrangell, Alaska 99929, and JAG Marine Group, LLC (“JAG”), a Texas limited liability company, whose principal mailing address is 3801 Tongass Avenue, Ketchikan, Alaska 99901. CBW and JAG may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

II. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

III. JOINT VISION STATEMENT

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

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

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

IV. PURPOSE AND INTENT

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

A. Participation in federal and state grant applications:

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

B. Co-development planning for the Port:

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

C. Workforce development initiatives:

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

D. Housing development initiatives:

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

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

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

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

V. ROLES AND RESPONSIBILITIES

A. Mutual responsibilities:

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

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

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

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

iii. Develop workforce pathways and training partnerships:

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

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

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

v. Coordinate on workforce housing planning and development:

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

B. Responsibilities of CBW:

i. Lead EDA coalition coordination and grant administration:

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

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

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

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

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

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

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

C. Responsibilities of JAG:

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

VI. FUTURE LEASE NEGOTIATION FRAMEWORK

A. Intent to pursue a long-term lease:

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

B. Timeline for negotiation:

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

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

C. Exclusivity:

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

Commented [RL1]: MV are you ok with this alternative to the Port and the related exclusivity?

Commented [RL2]: Same question here for you.

D. Guiding principles for the lease:

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

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

VII. GENERAL TERMS

A. Term and Termination:

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

B. Governing Law:

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

C. Non-Binding Intent:

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

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

VIII. SIGNATURES

CITY AND BOROUGH OF WRANGELL

By: _____

Name: Mason F. Villarma

Title: Borough Manager

Date: _____

JAG MARINE GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 12-25-2011 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AMENDING FY2026 BUDGET IN THE PORT AND HARBOR CIP FUND BY ACCEPTING GRANT FUNDS FROM THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM AND AUTHORIZING PROJECT EXPENDITURES FOR THE DEEP WATER PORT DEVELOPMENT PROJECT

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

24300 000 9999 XX 240XX

Account Name(s):

Port and Harbor CIP Fund for the
Deep Water Port Development Project

**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. Resolution No. 12-25-2011; 2. US Department of Transportation, Maritime Administration, FY2023 Port Infrastructure Development Program (PIDP) Grant Agreement for the 40-Acre Deep Water Port Development.

RECOMMENDATION MOTION:

Move to Approve Resolution No. 12-25-2011.

SUMMARY STATEMENT:

The City and Borough of Wrangell, Alaska has been awarded grant funding in the amount of \$421,000 from the US Department of Transportation, Maritime Administration, Port Infrastructure Development Program (PIDP) for a FY2023 Grant in the amount of \$421,000 for the 40-Acre Deep Water Port Development.

Resolution 12-25-2011 accepts the grant funds and authorizes the Borough Manager, or Designee, to negotiate and execute grant agreement documents and managing/authorizing project expenditures.

Resolution 12-25-2011 further amends the FY2026 budget in the Port and Harbor Department CIP Fund by accepting grant funds in the amount of \$421,000 from the US Department of Transportation, Maritime Administration, Port Infrastructure Development Program (PIDP) for the 40-Acre Deep Water Port Development.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION No. 12-25-2011

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA, AMENDING FY2026 BUDGET IN THE PORT AND HARBOR CIP FUND BY ACCEPTING GRANT FUNDS FROM THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM AND AUTHORIZING PROJECT EXPENDITURES FOR THE DEEP WATER PORT DEVELOPMENT PROJECT

WHEREAS, the City and Borough of Wrangell has the legal authority to apply for, receive, and administer federal, state and other monies through Home Rule power under the Constitution of the State of Alaska;

WHEREAS, the City and Borough of Wrangell, Alaska has been awarded grant funding in the amount of \$421,000 from the US Department of Transportation, Maritime Administration, Port Infrastructure Development Program (PIDP) for the 40-Acre Deep Water Port Development project; and

WHEREAS, the City and Borough of Wrangell here by accepting the \$421,000 grant funds and amends the FY2026 budget in the Port and Harbor CIP Fund for the 40-Acre Deep Water Port Development project, effectively authorizes its expenditures.

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

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

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

SECTION 4: The Assembly of the City and Borough of Wrangell amends the FY2026 budget in the Port and Harbor Department CIP Fund by accepting grant funds in the amount of \$421,000 from the US Department of Transportation, Maritime Administration, Port Infrastructure Development Program (PIDP) for the 40-Acre Deep Water Port Development project.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 16th day of December 2025.

CITY AND BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)**

MARAD FY 2023 PIDP Grant No. 693JF72444061

702333PIDG 2026 1AD2444061 0000150000 41010 61006600 — \$421,000

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and the City & Borough of Wrangell (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the 40-Acre Deep Water Port Development Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Port Infrastructure Development Program Grants,” dated November 20, 2025, which is available at <https://www.maritime.dot.gov/grants/federal-grant-assistance/federal-grant-assistance>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS**

There are no special terms for this award.

SCHEDULE A ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Development Phase Activities required to provide transportation improvements and economic opportunities at the 40-acre deep water port site in Wrangell, Alaska.

Application Date: April 27, 2023

2. Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: EKXKZEKSQCN1

3. Recipient Contact(s).

Amber Al-Haddad
Capital Projects Director
City & Borough of Wrangell
PO Box 531
Wrangell, AK 99929-0531
(907) 305-1150
Aal-haddad@wrangell.com

4. Recipient Key Personnel.

None.

5. MARAD Project Contact(s).

Kelly Mitchell-Carroll
Grants and Cooperative Agreements Officer
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

and

David Bohnet
Grant Management Division Chief
DOT – Maritime Administration
1200 New Jersey Ave, SE

Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

6. Payment System.

MARAD Payment System: Delphi eInvoicing System

7. Federal Award Identification Number.

Federal Award Identification Number: 693JF72444061

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The Project will fund planning activities for the development of a 40-acre deep water port site. The Project encompasses property surveys, environmental assessments, permitting requirements, and a preliminary engineering assessment of bulkhead and utility requirements.

2. Statement of Work.

This Project is a planning project performing the following development-phase activities:

- Component 1 Property Survey – Review and update of existing property survey to be further developed for necessary subdivision level survey data, including that for developing roads and utilities for the property and to identify future facilities in the uplands and tidelands that could accommodate the movement of freight.
- Component 2 Phase II Environmental Assessment Work – Perform a Phase 2 assessment following completion of the Phase I Environmental Site Assessment (ESA) (funded with local Borough funding outside the scope of this Project) identifying Recognized Environmental Conditions (RECs) and further investigations needed to determine the presence, extent, and concentration of contamination. Based on the RECs identified in the Phase 1 ESA, the Phase 2 EA will include a Site Characterization Work Plan, outlining the scope of work, sampling procedures, and laboratory analysis, developed for review and approval by Alaska Department of Environmental Conservation (ADEC). After the Work Plan is approved by ADEC, the field work will commence. This phase aims to confirm and quantify contamination through detailed sampling and laboratory analysis.
- Component 3 Preliminary Analysis and Engineering Design of bulkhead (up to 30%) – Engineering analysis of the condition of the existing bulkhead and development of alternatives and associated costs for improvements to support a future barge ramp facility; design development of the preferred alternative up to 35% design level.
- Component 4 Preliminary Engineering for Offsite and Onsite Utility Extensions and Connections – Design development for extension of municipal utilities to the property and for on-site utilities necessary to support subdivision development for the site to encourage economic development.
- Component 5 Environmental Permitting Needs and Risk Assessment – State and Federal permitting necessary to support development of the barge ramp facility (i.e., U.S. Army Corps of Engineers coordination), as well as State permitting for municipal utilities (i.e., ADEC coordination).

3. Documents Describing Mitigation Activities.

None.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: March 31, 2028

Period of Performance End Date: March 31, 2028

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Start Date	December 31, 2025
Planned Project Substantial Completion Date:	May 31, 2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

PIDP Grant Amount: \$421,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs

	Component 1 Property Survey	Component 2 Phase II Environmental Work	Component 3 Preliminary Analysis and Engineering Design of Bulkhead	Component 4 Preliminary Engineering for Offsite and Onsite Utility Extensions and Connections	Component 5 Environmental Permitting Needs and Risk Assessment	Total
PIDP Funds:	\$56,000	\$120,000	\$80,000	\$150,000	\$15,000	\$421,000
Total:	\$56,000	\$120,000	\$80,000	\$150,000	\$15,000	\$421,000

4. Cost Classification Table.

Cost Classification	Total Costs	Eligible Costs
Architectural and engineering fees	\$421,000	\$421,000
Project Total	\$421,000	\$421,000

5. Approved Pre-award Costs.

None. MARAD has not approved under this award any requests for the use of non-Federal funds under 46 U.S.C. 54301(a)(10)(B) or any pre-award costs under 2 CFR 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included in the Project costs and documented in this section 5. See section 18.3 of the General Terms and Conditions.

SCHEDULE E CHANGES FROM APPLICATION

Scope: The Recipient intended to update their 2016 Assessment and Feasibility Study; however this is no longer needed due to the Recipient's participation in the Thriving Communities Program, which provided the necessary updates to the 2016 study through reengaging the community, local and regional businesses, and other stakeholders. The \$25,000 originally allocated to updating the 2016 Assessment and Feasibility Study is reallocated to the property survey and bulkhead components.

Schedule: The Project's Planned Substantial Completion Date is amended to May 31, 2027. The Recipient experienced unforeseen delays in completing the NEPA process and grant agreement negotiation.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Project Substantial Completion Date	December 31, 2024	May 31, 2027

Budget: None.

Other: None.

**SCHEDULE F
PIDP DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Funding Act.

Funding Act: IIJA

4. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
PIDP PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with the free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. Supporting Narrative.

The Recipient understands that this initial planning is the crucial first phase of a multi-phase effort. While the Recipient will not directly create jobs under this award, these planning efforts are designed to catalyze private investment and attract new industries. These future partners are expected to create good-paying jobs in the community with strong labor standards, including the free and fair choice for employees to join a union.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party’s signature.

CITY & BOROUGH OF WRANGELL

<div></div> <div>Date</div>	By:	<div></div> <div>Signature of Recipient’s Authorized Representative</div>
		<div></div> <div>Name</div>
		<div></div> <div>Title</div>

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party’s signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION MARITIME
ADMINISTRATION

Date

By:

Signature of MARAD’s Authorized Representative

Name

Title

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	December 16, 2025
	<u>Agenda Section</u>	13

Approval of the Professional Services Agreement with NorthWind Architects for the Architectural and Engineering Design Services for the Public Safety Building Rehabilitation Project in the amount of \$667,028

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required:

Fiscal Year (26FY):	Amount: \$667,028
---------------------	-------------------

Amount Budgeted:

	FY26: \$500,000; \$3,000,000 to be issued through GO Bond
--	---

Account Number(s):

	11300-015-9999-00-11017
--	-------------------------

Account Name(s):

	Public Safety Building Rehabilitation CIP Fund
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Unencumbered Balance(s) (prior to expenditure):

	\$500,000 In FY26 Capital Budget; \$3,000,000 to be issued through GO Bond
--	---

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. NorthWind Architect Fee Proposal dated December 10, 2025

RECOMMENDATION MOTION:

Move to Approve the Professional Services Agreement with NorthWind Architects for the Architectural and Engineering Design Services for the Public Safety Building Rehabilitation Project in the amount of \$667,028.

SUMMARY STATEMENT:

The CBW issued an RFQ for the Public Safety Building Rehabilitation Design Project, for architectural and engineering design and construction management services. The purpose of the solicitation was to seek Statements of Qualifications from qualified firms to provide these services for the building.

On November 21st, the CBW received one proposal and convened a three-person evaluation committee comprised of the Borough Manager, Capital Projects Director, and Senior Project Manager. The evaluation committee evaluated and ranked the qualifications of the proposer based on the weighted criteria outlined in the RFQ and ranked the firms as follows:

- NorthWind Architects – Ranking #1

As outlined in the Request for Qualifications (RFQ) competitive solicitation document, the highest ranked proposer, that being NorthWind Architects as the sole proposer, was invited to enter contract negotiations with the City and Borough of Wrangell.

The Borough has negotiated a scope of work with NorthWind Architects, resulting in a fee proposal of \$667,028. This comprehensive fee covers A&E design, construction administration, and a full-time resident inspector, which includes on-site presence of the structural engineer to direct work during the opening of exterior walls and internal framing review.

Note 1: The project budget estimated the A&E design and the construction administration alone at \$753,104, plus an Owner Project Administration estimated cost of \$94,138. Considering the anticipated grant award from USDA/Rural Development's Community Facilities Program, a pass through from the Congressional Direct Spending appropriation for this project, there is a federal program requirement to have full-time resident inspection for the project.

Note 2: The Resident Inspector phase is structured as a Time and Expense (T&E) compensation provision, ensuring flexibility for inspection staff to adapt to on-site conditions as needed.

Borough staff seek Borough Assembly approval of the recommendations to enter into a Professional Services Agreement with NorthWind Architects for the Public Safety Building Rehabilitation Design Project, with a contract amount of \$667,028. Funding shall come from funds allocated in the FY26 capital budget and/or the GO bond funding for this project.



December 10, 2025

Amber Al-Haddad
Capital Facilities Director
City and Borough of Wrangell
PO Box 531, Wrangell, Alaska 99929
Phone 907.874.3902
www.wrangell.com

RE: Wrangell Public Safety Building Rehabilitation – Structure and Envelope

Dear Ms. Al-Haddad,

We are pleased to offer our team's services to provide Design, Construction Administration (CA) and Construction Observation/Resident Engineer (RE) services for structural repairs and building envelope replacement at the Wrangell Public safety Facility.

In summary of the team proposals attached we present two options: one that includes Construction Phase Observation/Resident Engineer services, and one that does not:

Architectural, Structural, Mechanical and Electrical design: \$327,301 Fixed Fee
Architectural, Structural, Mechanical and Electrical CA: \$138,703* Fixed Fee
Construction Observation / RE, 5 month construction \$201,024 T&E
Fee totals, design, CA, and RE services: \$667,028

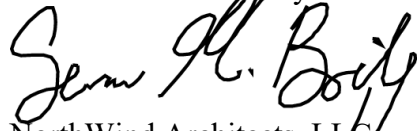
*This CA fee is lower than conventional calculation, as some staff and engineer tasks are included in the Resident Engineer Fees

If Construction Observation / RE services are not required, Construction Administration and Structural observation increase as follows:

Architectural, Structural, Mechanical and Electrical CA
and with added structural observation: \$268,890 Fixed Fee
For a revised fee total for Design and CA (no RE) \$596,191

The addition of resident engineering services reduces the magnitude of on-site structural engineering observation and shifts time associated with the prime consultants CA services into the RE category for increased project efficiency.

Please let me know if you have any questions or if this needs further explanation.



NorthWind Architects, LLC
Sean M. Boily, AIA – Principal

Sean M Boily AIA
Principal Architect

James Bibb AIA
Principal Architect

David Hurley AIA
Principal Architect

126 Seward Street
Juneau, AK 99801

p.907.586.6150
f.907.586.6181

Attachments: 12 pages

NorthWind Architects, LLC

Juneau, AK

NWA-2532

Date: December 10, 2025

Wrangell Public Safety Facility Rehabilitation Design - Structural and Envelope**Design**

	Architect/Project Manager	Technical Staff (two)	SUB TOTAL
(\$/HR) \$	180.00	\$ 125.00	(\$)
Design Phase			
Team Management and coordination - 4.5 month x 12	54		
Weekly team meeting (12 weeks, 2 hr attendance and agenda, ea.)	24	24	
Client meetings (4 x 2hr attendance and agenda)	8	8	
Asbuilt data development in to model	16	40	
Site visit time (one trip, three people, 2 days including travel time)	16	32	
Material/systems development	24	80	
Spec Development, Divs 1, 3, 5, 6, 7, 8, 9	60	24	
45% Technical documents - submittal end of January	40	140	
Cost Estimate Coordination	8	8	
Owner Review, comment integration	16	16	
Wrangell Travel for detail confirmations	16	16	
95% Technical documents - submittal late March	40	160	
Cost Estimate Coordination	8	8	
Permit pre-review submittal process with Fire Marshal	8	8	
Owner Review, comment integration	16	16	
Final submittal to Wrangell and to Fire Marshal	24	24	

Subtotal Hours	378	604	
Subtotal Fees	68,040.00	75,500.00	

Subtotal NorthWind Arch Lump Sum Fixed Fee Fees:	\$	143,540.00
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Consultant Fees:

PND structural design	\$79,931.00
PND Structural Contingency based on site visit	\$15,000.00
AMC mechanical design	\$27,400.00
AMC electrical design	\$27,500.00
Estimations - cost estimate at 45% and 95%	\$14,064.00
NORTECH mold mitigation spec	\$5,819.00
Subtotal Consultant Fees:	\$169,714.00
Markup: 5%	\$8,485.70

Subtotal Consultant Fees:	\$	178,199.70
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Reimbursable Expenses:

Architect Travel 3x \$500	\$1,500.00
Architect Hotel: - 1 night each 3x\$400	\$1,200.00
Architect Trip Meals: 3X\$75	\$225.00
Mechanical Travel - 1 trip	\$1,150.00
Electrical Travel - 1 trip	\$1,150.00
Subtotal expenses	\$5,225.00
Markup: 5%	\$261.25

Subtotal Reimb. Expenses	\$5,561.25
---------------------------------	------------

TOTAL PROPOSAL:	LS/FF	\$	327,301
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NorthWind Architects, LLC

Juneau, AK

NWA-2532

Date: December 10, 2025

Wrangell Public Safety Facility Rehabilitation Design - Structural and Envelope**Bidding and Construction Administration**Architect/Project
ManagerTechnical
Staff

SUB TOTAL

If NWA is NOT doing full time Resident engineering

(\$/HR) \$ 180.00 \$ 125.00 (\$)

Construction Administration

Team Management and coordination 6 months construction period, 12 hr /mo

72

Prebid meeting

4

2

Bidding RFI

8

8

Bidding Addendum

8

8

Conformed Documents

4

16

Preconstruction meeting

2

2

Submittal reviews

24

40

Contractor/Supply questions (RFI)

12

24

ASI based on reno discoveries

24

40

Weekly CA Meetings - preinstallation and progress x20 (zoom)

40

40

Anticipating incremental site visits occurring 1.7x/month over 6 month construction

Progress site visits (8 total, 16 hr with travel time each)

32

96

Progress site visits Substantial Completion visit (w/ travel + recording)

16

24

Final completion visit (16 hr w/ travel time)

16

Project closeout, contractor as-built recording

8

24

Subtotal Hours

272

324

Subtotal Fees

48,960.00

40,500.00

Subtotal NorthWind Arch Fees:

\$

89,460.00

Consultant Fees:**PND structural Bidding and CA**

\$42,146.00

T&E/NTX

PND - Inspection during construction (2 month FT)

\$96,721.00

T&E/NTX

AMC Mechanical CA

\$9,200.00

T&E/NTX

AMC Electrical CA

\$9,200.00

T&E/NTX

Subtotal Consultant Fees:

\$157,267.00

Markup: 5%

\$7,863.35

Subtotal Consultant Fees:

\$

165,130.35

Reimbursable Expenses:

Architect Travel 12x \$500

\$6,000.00

T&E/NTX

Architect Hotel: - 1 night each 12x\$400

\$4,800.00

T&E/NTX

Architect Trip Meals: 12X\$75

\$900.00

T&E/NTX

Mechanical Travel - 1 trip

\$1,150.00

T&E/NTX

Electrical Travel - 1 trip

\$1,150.00

T&E/NTX

Markup: 5%

\$300.00

Subtotal Reimb. Expenses

\$14,300.00

TOTAL PROPOSAL:

LS/FF

\$

268,290

NorthWind Architects, LLC

Juneau, AK

NWA-2532

Date: December 10, 2025

Wrangell Public Safety Facility Rehabilitation Design - Structural and Envelope**Bidding and Construction Administration**Architect/Project
ManagerTechnical
Staff

SUB TOTAL

If NWA is doing full time Resident Engineering

(\$/HR) \$ 180.00 \$ 125.00 (\$)

Construction Administration

Team Management and coordination 6 months on site, 14 hr /month

84

Prebid meeting

4

2

Bidding RFI

8

8

Bidding Addendum

8

8

Conformed Documents

4

16

Preconstruction meeting

4

2

Submittal reviews

24

40

Contractor/Supply questions (RFI)

12

24

ASI based on reno discoveries

24

40

Weekly CA Meetings - preinstalaltion and progress x20 (zoom)

40

Principal site visits

Progress progress site visits (2 total, 16 hr witht ravel time each)

32

Progres site visits Substantial Completion visit (24 hr w/ travel + recording)

16

Final completion visit (16 hr w/ travel time)

16

Project closeout, contractor asbult recording

8

Subtotal Hours 284 140

Subtotal Fees

51,120.00

17,500.00

Subtotal NorthWind Arch Fees:

\$

68,620.00

Consultant Fees:**PND structural Bidding and CA**

\$42,146.00

AMC Mechanical CA

\$9,200.00

AMC Electrical CA

\$9,200.00

Subtotal Consultant Fees:

\$60,546.00

Markup: 5%

\$3,027.30

Subtotal Consultant Fees:

\$63,573.30

Reimbursable Expenses:

Architect Travel 4x \$500

\$2,000.00

T&E/NTX

Architect Hotel: - 1 night each 4x\$400

\$1,600.00

T&E/NTX

Architect Trip Meals: 4X\$75

\$300.00

T&E/NTX

Mechanical Travel - 1 trip

\$1,150.00

T&E/NTX

Electrical Travel - 1 trip

\$1,150.00

T&E/NTX

Subtotal Expenses:

\$6,200.00

Markup: 5%

\$310.00

Subtotal Reimb. Expenses

\$6,510.00

TOTAL PROPOSAL:

LS/FF

\$138,703

NorthWind Architects, LLC

Juneau, AK

NWA-2532

Date: December 10, 2025

Wrangell Public Safety Facility Rehabilitation Design - Structural and Envelope**Resident Engineer**

	Architect/Project Manager	Technical Staff	Technical Staff overtime	SUB TOTAL
(\$/HR) \$	180.00	\$ 125.00	\$ 187.50	(\$)

Management time (with CA fee proposal)

Staff Full time, 5 months construction period with contractor mobilization

5 months full time @ 40 hr/week

over time 26 Saturdays = 26 x 8 x 1.5

800

160

Includes staff participation in weekly CA meetings (zoom)

Includes CA progress site visits by staff

Includes Staff participation in Substantial completion

Includes staff time for project closeout, contractor as-built recording

	Subtotal Hours	0	800	160	
Subtotal Fees	-	100,000.00	30,000.00		

Subtotal NorthWind Arch Fees:

\$ 130,000.00

Consultant Fees:**PND - Inspection during construction(12 days, 6 trips)**

\$20,124.00

T&E/NTX

Subtotal Consultant Fees:

\$20,124.00

Markup: 5%

\$1,006.20

Subtotal Reimb. Expenses

\$21,130.20

Reimbursable Expenses:

PND Travel expenses, 6 additional trips during demo, buildback

\$11,018.00

T&E/NTX

NWA RE Travel 6 x \$500

\$3,000.00

T&E/NTX

NWA RE personal Car transport from Juneau

\$1,500.00

T&E/NTX

NWA - RE daily stipend: 6-days/week \$50/day x 120 days

\$6,000.00

T&E/NTX

Monthly rent - short term apartment lease Wrangell; \$5200/month x 5

\$26,000.00

T&E/NTX

Subtotal expenses

\$47,518.00

Markup: 5%

\$2,375.90

Subtotal Reimb. Expenses

\$49,893.90

TOTAL PROPOSAL:

T&E/NTX

\$201,024



December 9, 2025

252104

Sean Boily
Northwind Architects, LLC
126 Seward Street
Juneau, Alaska 99801

SUBJECT: Wrangell Public Safety Building – Structural Engineering Fee Proposal

Dear Mr. Boily:

PND Engineers, Inc. (PND) appreciates the opportunity to assist Northwind Architects (NWA) on the Wrangell Public Safety Building Renovation project. PND understands that the owner would like to renovate the building to address rot uncovered during a previous condition assessment. The renovation will also include a new overbuilt gable roof over the existing flat roof. The renovation project will be a design/bid/build delivery. You have requested PND provide structural design, bid, construction administration, and inspection services.

Scope of Work

PND provided a structural condition assessment of the building in 2020 and the structural portion of the project analysis report (PAR) in 2023. The scope of work in this fee proposal is limited to the work described in the PAR, which is generally consistent with that described in the scope of work document provided by the owner.

Submittals will consist of the following:

- 45% Design – Submittal will consist of preliminary framing plans and typical details. Project specific details will not be included in this submittal. In addition, a list of specification sections will be provided.
- 95% Design - Submittal will consist of framing plans, project specific details, and specifications.
- 100% Design - Submittal will consist of final framing plans, project specific details, and specifications.

A site visit will occur at the beginning of the 45% design phase to review the extent of rot. The existing framing was reviewed for rot during the condition assessment in 2020. We suspect that additional rot may have occurred since then that may require additional work not identified in the PAR.

During construction, existing framing will need to be reviewed for rot when finishes are removed. This

may require extensive onsite time by a qualified inspector. This inspection is very important to ensure all rot is removed in its entirety and to identify unknown rot and notify the structural engineer. Delays due to inadequate inspection could result in schedule delays and change orders. The timeline for rot inspection could vary based on the contractor that is selected for the work and their construction schedule.

Structural drawings will be developed in AutoCAD. Specifications will be provided in CSI format for incorporation by others into a project manual.

Bid services will include answering bidder questions and incorporating responses into a conformed set of drawings.

Construction administration services will include reviewing submittals, responding to RFI's, structural observation, reviewing onsite inspector observations, and developing as-built drawings at the end of the project.

Assumptions included in this fee proposal:

- 1) Owner will provide lifts, ladders, and equipment during site visit. In addition, owner will perform demo of finishes so that PND can visually observe existing framing where rot is suspected.
- 2) Four one-hour team meetings during design.
- 3) Cost estimating will be performed by others.
- 4) Three site visits for structural observation.
- 5) ~~Eight weeks of full-time onsite inspection during construction. Eight weeks is an estimate and may or may not be an adequate timeline for the required inspection. The onsite inspection time may occur consecutively or may occur intermittently. Eight round trip flight tickets are included for the latter situation.~~ PND is happy to provide as much inspection as the owner desires and can update this fee proposal accordingly.
- 6) Onsite inspector will stay at a hotel while in town. 300 \$/night is currently budgeted in the fee proposal. This will need to be verified once the onsite timeline is determined.
- 7) Onsite inspector will be provided a vehicle while in town. Vehicle rental is not included in the fee proposal.

Modification
per 12/10/2025
conversation
and
resubmission
of detail.

Six (6) additional construction phase inspections to support NWA Resident engineer. This

Six

Schedule:

PND can commence design work within one week of a written notice to proceed (NTP). A signed contract will be required within two weeks of commencement of services. The site visit will need to occur in the first two weeks of January 2026.

The overall schedule is provided in the scope of work document provided by the owner. The design schedule is very aggressive and will require a NTP by December 19. In addition, any owner input required to continue design progress will be needed from owner in a prompt manner.

Fee Proposal

PND proposes to perform the services described herein under six subtasks as shown below. A breakdown of the time and expense (T&E) fee is attached. We will invoice fixed fee (FF) tasks monthly based on progress during each billing cycle. We will invoice T&E tasks monthly based on hours worked and expenses incurred in accordance with our standard billing rates at the time of service. Expenses and subconsultants will be invoiced at cost plus 10% administrative markup.

We will not deviate from the proposed scope or exceed the authorized budgets without prior written authorization to do so. Any additional services not described herein may be performed on a time and expenses basis or for a negotiated fixed price at your discretion. The fees and terms of this proposal are valid for 60 days, after which we reserve the right to revisit cost and schedule. **this fee used if NWA NOT doing RE work**

Cost Summary			
Task	Description	Cost	Fee Method
100	45% Design	\$41,106	FF
200	95% Design	\$33,143	FF
300	100% Design	\$5,682	FF
400	Bid	\$2,200	FF
500	CA	\$39,946	FF
	Total design and CA Fee	\$122,077	FF
600	Inspection	\$96,721	T&E

6 inspection visits per 12/10/2025 update

\$31,142

T&E

In addition to the fees listed above, we recommend a contingency allowance of **\$15,000** is held for additional design scope identified after the site visit.

this fee used if NWA IS doing RE work

We appreciate the opportunity to provide these services to NWA on this important project. We look forward to working with you towards the successful completion of this project.

Sincerely,

PND Engineers, Inc. | Juneau Office



Brian Nielsen, P.E., S.E.
Principal Structural Engineer



PND Engineers, Inc.
City and Borough of Juneau
Wrangell Public Safety Building Renovation
Structural Engineering Fee Proposal
December 10, 2025

6		Civil Engineer VI	Structural Engineer VI	Senior Engineer II	Staff Engineer IV	Staff Engineer III	Senior Surveyor III	Survey Tech. II	Technician VI	CAD Designer VII	CAD Designer IV	Line Total	Task Subtotal Costs
Subtask	Description of Services	\$240.00	\$240.00	\$183.00	\$151.00	\$140.00	\$175.00	\$115.00	\$174.00	\$169.00	\$116.00		
Inspection													
6.1	Project Management: Team Management, correspondence, scheduling, budget controls, invoicing, reports, contract management, clerical.		4						6			\$2,004	\$20,124
6.2	Onsite Inspection - 12 days @ 10 hours each				120							\$18,120	
Total Estimated Man-hours		0	4	0	120	0	0	0	6	0	0		
Estimated Third Party Expenses		Description								Quantity	Unit Cost	Line Total	\$11,018
Expenses													
Misc.		Reproduction and Misc. Consumables								2	\$100	\$200	
Airfare		One Round Trip Ticket JNU to WRG								6	\$800	\$4,800	
Lodging		One day lodging								12	\$300	\$3,600	
Per Diem		One day per diem								12	\$118	\$1,416	
Vehicle		Provided by others								0	\$0	\$0	
Administrative Fee		Expenses Markup								1	10%	\$1,002	
Subcontractor Fees													\$0
Administrative Fee		Subcontractor Markup								1	10%	\$0	\$0
Inspection Total													\$31,142

Project Number: 25814
Project Code: PSBWRANG
Prepared by: BAS/KAC

Date: 12/10/2025
Approved by:

Wrangell Public Safety Building Renovations - M&E Fee Proposal - Rev 2

SUMMARY OF DESIGN SERVICES

	Mechanical	Electrical	Total	Basis
45% Design Development	\$10,600	\$10,700	\$21,300	LSFF
95% Design Development	\$12,000	\$12,000	\$24,000	LSFF
100% Bid Documents	\$4,000	\$4,000	\$8,000	LSFF
Design Travel Expenses	\$1,150	\$1,150	\$2,300	NTX
Total Design Services	\$27,750	\$27,850	\$55,600	LSFF & NTX

SUMMARY OF CONSTRUCTION SERVICES

	Mechanical	Electrical	Total	Basis
Construction Admin (CA) Services*	\$9,200	\$9,200	\$18,400	NTX
CA Travel Expenses	\$1,150	\$1,150	\$2,300	NTX
Total Construction Services	\$10,350	\$10,350	\$20,700	NTX

Note that numbers have been rounded to the nearest \$100 increment.

Key: LSFF = Lump Sum Fixed Fee, T&E = Time and Expense, NTX = Time and Expense Not to Exceed, NIC = Not in Contract.

BASIC ASSUMPTIONS

Our Contract Rate Schedule applies to all additional services. This schedule will apply to all services provided on a Time & Expenses basis. Any task or service with a zero total can be added as an additional service if requested.

This fee is based on the Request for Quotation dated October 2025 and follow-up meeting on 12/01/2025. The general scope of mechanical and electrical services include:

1. Our mechanical and electrical scope of work will be to provide engineering, drawings, and specifications to support the building renovation/remodel identified in Section 4.2 of the RFQ on Pages 14 and 15 (attached).
2. Deliverables at the 45%, 95%, and 100% to include drawings and specifications suitable for bidding by qualified contractors. A Basis of Design (BOD) narrative will also be included at the 45% and 95% deliverables.
3. A two-day, one-night site visit for both mechanical and electrical after the 45% deliverable to confirm existing conditions and design assumptions based on the anticipated scope of work.
4. Periodic design meetings via Teams for interdisciplinary coordination.
5. Bidding assistance including the production of conformed drawings.
6. Construction administration assistance including submittal reviews and responses to contractor questions.
7. A two-day, one-night substantial completion site visit for both mechanical and electrical.
8. Production of Record Drawings based on contractor red-line markups in PDF format.

This fee proposal is valid for one year from date of issue. After this time, fees and terms may be subject to change.

*Construction Administration Services includes Bid, Office CA, Field CA and Record Documents.

Expenses will be billed at the current per diem rate for the area of work.

Our project design and engineering support fees are based on project location, construction cost, complexity and experience with similar projects. AMC reserves the right to redistribute T&E fees between phases based upon the actual needs of the project, not to exceed the total project T&E sum.

This is our current understanding of the scope of services requested for this project. We are happy to work with you to refine the scope of work and fee if requested.

Thank you for selecting AMC Engineers to work with you on this project!

NORTECH's Professional Services Fee Estimate Summary
Wrangell Public Safety Building Mold Design

	Professional Services	Expense	Subconsultants/Labs	Total
Fungal Hazard Design	\$5,819	\$0	\$0	\$5,819
Task 2	\$0	\$0	\$0	\$0

Totals	\$5,819	\$0	\$0	\$5,819
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Notes: Fungal Hazard Design
Intent is to provide contractor notification of existing conditions and 2017/2020 reporting
Fungal remediation and clearance is not currently expected to be necessary as part of project
Includes 1 Spec: Fungal Hazard
Includes Detailed Notes on Architectural Demo Sheet(s)
Includes spec/drawing notes/cost estimate support at each design phase

NORTECHEnvironmental Engineering
Health and Safety Consultants**FEE PROPOSAL****PROJECT:**
LOCATION:

Northwind Architecture

Wrangell Public Safety Building Mold Design

Wrangell, Alaska

By: Peter Beardsley
10-Dec-25 5:44 PM**Fungal Hazard Design**

Professional Services	Man-hours											Totals
	Principal	Project Manager	Professional Associate	Senior Professional	Staff Professional II	Staff Professional I	Technician II	Technician I	IT & Admin Mgr	Clerical Support	Not Used	
45% Design - 1 Specs, 1 Draft Sheet		1.0			2.0	10.0	4.0		1.0	0.5		18.5
45% Review Meeting		0.5			2.0		0.5			0.5		3.5
95% Design - Update Docs and Review		0.5			1.0	4.0	1.0			0.5		7.0
100% / RTA Specs and Plan Sheet		0.5			1.0	2.0	1.0			0.5		5.0
Cost Estimate Support (all submittals)		1.0			1.0		1.0		0.5	0.5		4.0
												0.0
Subtask G												0.0
Subtask H												0.0
Subtask I												0.0
Subtask J												0.0
Task Subtotal Hours	0.0	3.5	0.0	0.0	7.0	16.0	7.5	0.0	1.5	2.5	0.0	38.0
Hourly Rate	\$251	\$229	\$193	\$208	\$181	\$148	\$125	\$104	\$148	\$89	\$0	
Labor Subtotal	\$0	\$802	\$0	\$0	\$1,267	\$2,368	\$938	\$0	\$222	\$223	\$0	\$5,818.50

Expenses				
In-House Expenses	Rate	per	# Units	Total Cost
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
Not Used	\$0.00	0	0	\$0.00
In-House Expense Subtotal			0	\$0.00
Reimbursables	Rate	per	# Units	Total Cost
Type in purchase that gets markup	\$0	item	0	\$0.00
		item	0	\$0.00
		item	0	\$0.00
Reimbursable Subtotal			0	\$0.00
Reimbursable Handling Charge			15%	\$0.00
Reimbursable Subtotal			0	\$0.00
Expense Subtotal				\$0.00

Subconsultants and Laboratory			
Item	Rate	per	# Units
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Not Used	\$0.00	/ea.	0.0
Subtotal Subconsultants & Labs			0.0
Handling Charge			15%
Total Subconsultants & Labs			\$0.00

Fungal Hazard Design Wrangell Public Safety Building Mold Design	Labor Total	\$5,819
	Expense Total	\$0
	Subconsultants & Labs Total	\$0
	Fungal Hazard Design Total	\$5,819

December 9, 2025

Sean Boily
NorthWind Architects, LLC
126 Seward Street
Juneau, Alaska 99801

Re: Wrangell Public Safety Facility - Structural and Envelope Renovation
Fee Proposal

Sean

We can provide you with cost estimating services for this project for the fees, outlined below. We based on your ema
08Dec25.

Please provide us with the schedule for the estimates as soon as practical. Plan on 2-3 weeks for us to develop the c
estimates for review by the design team, this can vary based on our workload at time of Performance.

This proposal is a Fixed Fee, any change in scope and we reserve the opportunity to renegotiate the fee.

If you are in agreement with our fee, please sign and date below and return a copy to us.

Item	Rate	Admin \$108.00	Estimator \$87.00	Sr Estimator \$170.00	Totals Firm Fixed Fee
45% Estimate	2.0	\$216.00	8 \$696.00	32 \$5,440.00	42 \$6,352.00
95% Estimate	2.0	\$216.00	8 \$696.00	40 \$6,800.00	50 \$7,712.00
Project Totals	4	\$432.00	16 \$1,392.00	72 \$12,240.00	92 \$14,064.00

We look forward to working with you and the design team on this new project.

Sincerely,



Jay N. Lavoie
President

Approved by NorthWind Architects, LLC

Signature

Printed Name and Title

Date Approved: