



Thursday, November 12, 2020
6:00 PM

Location: Zoom Teleconference

To Join by Computer:

<https://zoom.us/j/9078742381?pwd=MTNqSEdncjRyakh2UCtMVUNxMndYUT09>

And Enter the Meeting ID: 907 874 2381

Then Enter Password: 99929

OR

To use your phone, call one of the following numbers:

+1 669 900 9128 US

+1 346 248 7799 US

+1 301 715 8592 US

+1 312 626 6799 US

+1 646 558 8656 US

+1 253 215 8782 US

And enter the Meeting ID: 907 874 2381

Then enter the Password: 99929

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES (*MOTION - Move to approve the Minutes, as presented*)

a. Minutes of the July 7, 2020 Regular Meeting

4. AMENDMENTS TO THE AGENDA

5. CORRESPONDENCE

6. PERSONS TO BE HEARD

7. HARBORMASTER'S REPORT

8. COMMISSIONER REPORTS

9. UNFINISHED BUSINESS

a. Chugach Ranger Boat - Update

10. NEW BUSINESS

a. Skybridge – New Cell Tower

b. Yard Lease Renewal – Keller Marine Repair

c. Yard Lease Renewal – Jenkins Welding

- d. Yard Lease Renewal – Wrangell Machine Shop

11. NEXT AGENDA ITEMS

12. ADJOURN

Minutes of the Regular Wrangell Port Commission Meeting

Held July 07, 2020

Chairman John Martin called the Regular Port Commission meeting to order at 6:07 p.m., July 7, 2020, via Zoom

PRESENT: Martin, Yeager, Mitchell, Morrison

ABSENT: Merritt

Harbormaster Greg Meissner was also in attendance.

APPROVAL OF MINUTES

- a. Approval minutes from meeting May 7, 2020

M/S: Yeager/Morrison to approve the minutes, as presented. Motion approved unanimously.

AMENDMENTS TO THE AGENDA - None.

CORRESPONDENCE- None.

PERSONS TO BE HEARD- None.

HARBORMASTER'S REPORT

Meissner reported on the following items:

- Coronavirus, things are slow and only 5 boats between the boatyard and harbor that had to quarantine.
- Transient Traffic is also slow and vessels from out of state have to follow the State mandates for Coronavirus
- All large cruise ships have been cancelled for 2020. A couple smaller ships have not cancelled yet.
- Summer Temps have been hired and working on washing floats, cutting brush and doing maintenance.
- Shoemaker boat launch float project is in the works and should be completed by the middle of July.

COMMISSIONER REPORTS

Martin questioned if the ladders at Shoemaker Harbor have been installed this summer. Meissner said he would have Harbor Staff install the ladders that are in storage. Meissner and Martin discussed putting flags on the ladders to make them more visible.

UNFINISHED BUSINESS- None.

NEW BUSINESS

10a Josh Blatchley request to sub-divide and purchase portion of tidelands from parcel #02-024-600

M/S: Morrison/Yeager to approve Josh Blatchley's request as shown on the submittal. Motion approved Yeager, Morrison and Martin by polled vote. Mitchell was unable to vote due to technical difficulties.

NEXT AGENDA ITEMS

- Chugach Ranger boat moved to The Nolan Center

The next Regular meeting August, 6th 2020

Regular meeting adjourned at 6:30 p.m.

John Martin, Chair

Port Secretary

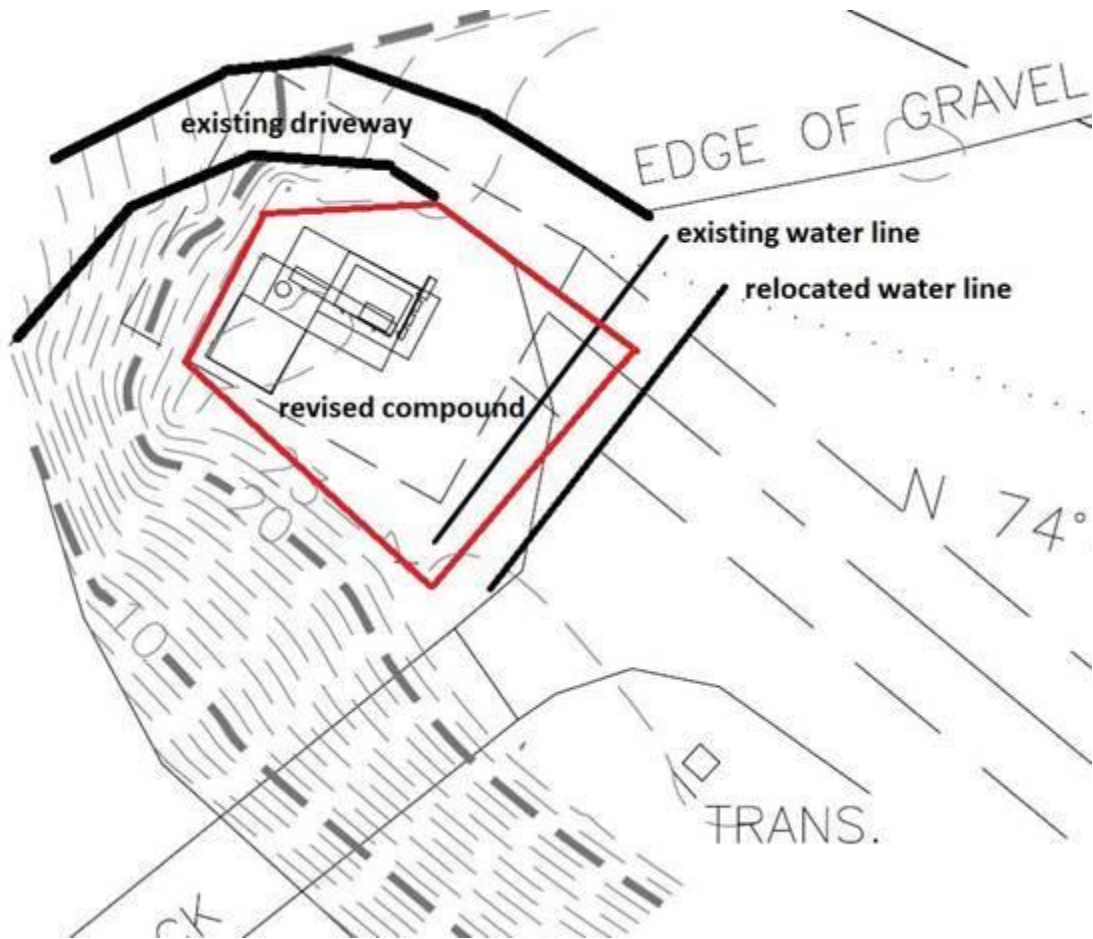
Harbormaster's Report

October 2020

Employee Job Transitions- Jim Early is now the Marine Service Center Coordinator. Jim has been the relief operator since the marine service center was built so he has lots of experience. JC Gillen has moved into the Maintenance lead position. He has many years of carpentry experience so will be a great asset in the Maintenance Department. We have advertised and working on the applicants for the Security position and hope to have it filled soon.

Marine Service Center- We have managed to stay busy in the Marine Service Center. The Winter Storage Is just about full. There is still a lot of activity for maintenance and repair vessels. The vendors have said they are going to be busy at least until late spring with projects. We have been working closely with USDA Forest Service on moving the vessel Chugach Ranger. The ground work is close to being finished and we will be doing a test run with the travel lift in the very near future.

Harbor Dept- Winter is coming and we have been getting things winterized and ready for snow removal. Our office has been working hard to get our new Marina Management system ready for its roll out November 1st. The Harbor received a grant from homeland security in the amount of \$135k for our camera system. I will be working with city staff to move forward with the first phase of putting this security system in place. I have priced out safety ladders they are coming in at \$210 each. We will have to phase these in over the next few years. If we want one in every stall, we will need 400 Ladders at a cost of \$84000.



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

This Lease is entered into on the 28th day of February, 2012, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Steven Keller dba Keller Marine Repair (hereinafter "Lessee"), doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION:

This Lease shall be in effect for a five-year term, more specifically, from the date above until the 31st day of January, 2015.

2. LEASED PROPERTY:

The property subject to this Lease is described as: Yard Lot 4 – 2,650 square feet (50 feet x 53 feet)

3. PERMISSIBLE USES:

- a. Lessee shall utilize the property only for the purpose of conducting a boat building and/or boat repair business. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.
- b. Lessee agrees to abide by all federal, State, and local laws in the operation and maintenance of the permitted commercial activity.
- c. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

4. CONDITIONS OF LEASING:

- a. Lease payments shall be in the amount of \$212.00, payable in advance on the 1st day of each month.
- b. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.
- c. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

5. RENEWAL:

- a. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.
- b. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

6. OPERATION AND MAINTENANCE:

- a. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary conditions.
- b. Items stored on the leased premises must be directly related to the commercial business operating on the property.

- c. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.
- d. Lessee shall pay the property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal.
- e. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of borough employees, contractors or representatives, or by inherent condition of normal wear and tear.
- f. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

7. INDEMNITY AND INSURANCE:

- a. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.
- b. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusions for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alternation of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.
- c. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.
- d. *Insurance Requirements. The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:*

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

The City and Borough of Wrangell, it's elected and appointed Officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

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

5. Cancellation Notice: General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (6) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Greg Meissner, Harbormaster, City and Borough of Wrangell, P.O. Box 531, Wrangell, Alaska 99929.
6. Proof of Insurance Coverage: Prior to commencement of any maintenance or repair activities at the WMSC, the user shall provide the City with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.

8. ENVIRONMENTAL INDEMNITY:

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

- b. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct a noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.
- c. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.
- d. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

- e. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.
- f. Lessee shall defend, indemnify, and hold harmless the Lessee for any contamination on the leased premises or any violation of any local, State, or federal Environmental Law occurring after the baseline study required under paragraph 4.d of this Lease.

9. WASTE AND NUISANCE PROHIBITED:

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

10. ABANDONMENT OF LEASED PREMISES:

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

11. LIENS:

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

12. LESSOR'S RIGHTS UNDER THIS LEASE:

- a. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- b. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

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

13. GOVERNING LAW:

Any dispute arising under this Lease shall be governed by Alaska law. Any claim based upon this Lease or any agreement pertaining to this Lease shall be filed in the First Judicial District, State of Alaska.

14. DEFAULT:

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

15. TERMINATION:

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

16. NOTICE:

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

Lessee: Steven Keller, dba Keller Marine Repair
P.O. Box 133
Wrangell, Alaska 99929

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

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representative(s) signing below.

Date: July 25, 2012

Attest: Kim Flores
Kim Flores
Borough Clerk

City & Borough of Wrangell, Alaska
Lessor

By: Timothy D. Rooney
Timothy D. Rooney,
Borough Manager

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by Timothy D. Rooney, Borough Manager, and Kim Flores, Borough Clerk, respectively of the City and Borough of Wrangell, Alaska, a unified home-rule municipal corporation, on behalf of the corporation.



Lavonne Klinke

Notary Public for the State of Alaska

My commission expires: 4/3/15

Date: July 25, 2012

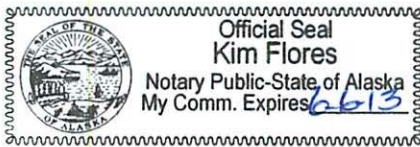
Steven Keller

Lessee – Steven Keller dba Keller Marine Repair

By: _____

Signature

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by Steven Keller, Lessee.



Kim Flores

Notary Public for the State of Alaska

My commission expires: 6-6-13

CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2020
	<u>Agenda Section</u>	10

Approval of fourth modification to Leased Yard Lot 4 in the Wrangell Marine Service Center to extend the lease term for Keller Marine Repair

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
-----------	-----------	----------

Amount Budgeted:

	FY20 \$XXX
--	------------

Account Number(s):

	XXXXX XXX XXXX
--	----------------

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Lease Modification 2. Original Lease 3. Mr. Keller's request to extend

RECOMMENDATION MOTION:

Move to Approve the fourth modification to Leased Yard Lot 4 in the Wrangell Marine Service Center, to extend the lease term for Keller Marine Repair.

SUMMARY STATEMENT:

Mr. Keller's lease is expiring in January of 2021. The original lease document (attached) allows for the Lessee to request an extension to the Lease. The Assembly (in March of 2016) granted a five-year lease extension.

Mr. Keller has remained current on all sales and property taxes and has made on time lease payments to this lease.

Therefore, staff is recommending the approval of the lease extension, as requested by Mr. Keller.

Fourth Modification to the Facility Lease Agreement
in the Wrangell Marine Service Center (WMSC)

Yard Lot 4

This **fourth** modification to extend the of the Facility Lease Agreement for an additional five (5) years is made and entered into as of December 8, 2020 by and among:

Steve Keller, dba Keller Marine, PO Box 133, Wrangell, Alaska, 99929, and the City and Borough of Wrangell, Alaska, 99929.

Now therefore, both parties agree as follows:

- A. On February 28, 2012, the Borough Assembly granted a modification as follows:
 Yard Lot 4 – revised 2/28/2021 to 50' x 53' = 2,650 square feet (from 45' x 53' = 2,385 square feet)
- B. On May 6, 2014, the Borough Assembly granted a modification as follows:
 Yard Lot 4 – revised 4/23/2014 to 50' x 68' = 3,332 square feet (from 50' x 53' = 2,650 square feet)
- C. On March 15, 2016, the Borough Assembly granted a modification as follows:
 - a. Yard Lot 4 – renewal of lease for an additional five (5) years, as allowed in the original Lease Agreement.
- D. This amendment changes Section 1, Duration, of the original agreement and second extension as follows:**

DURATION

This lease shall be in effect for an additional five-year term, more specifically, from the date above until January 31, 2026.

Upon execution, this second amendment will become an attachment to the original agreement, dated February 28, 2012.

Steven Keller, dba Keller Marine Repair

Date

Stephen Prysunka, Mayor

Date

(Attest) Kim Lane, Borough Clerk

Keller Marine Repair LLC.
Box 133
Wrangell, Alaska 99929
September 10, 2020

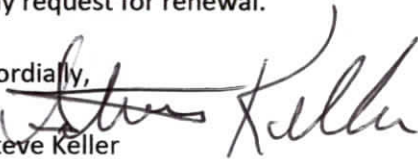
To Whom it May Concern:

I am writing this letter in regards to the Lease of Yard Lot 4-2,385 square feet at the Wrangell Marine Service Center. Keller Marine Repair LLC has been leasing this lot for the last 9 years and has complied with all of the lease agreements, and have made all lease payments on time as required.

I am requesting a renewal of our lease with the terms and conditions to be identical with the original term except for the lease payment. With the loss of income due to the Covid 19 Virus, a raise in the lease payment at this time would be detrimental to my business.

I have appreciated doing business with the Wrangell Marine Service Center and hope you will consider my request for renewal.

Cordially,



Steve Keller
Keller Marine Repair LLC

CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2020
	<u>Agenda Section</u>	10

Approval of third modification to Leased Yard Lot 2 in the Wrangell Marine Service Center to extend the lease term for Jenkins Welding

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
-----------	-----------	----------

Amount Budgeted:

	FY20 \$XXX
--	------------

Account Number(s):

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

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Lease Modification 2. Original Lease 3. Mr. Jenkin's request to extend

RECOMMENDATION MOTION:

Move to Approve the fourth modification to Leased Lot 2 in the Wrangell Marine Service Center, to extend the lease term for Jenkins Welding.

SUMMARY STATEMENT:

Mr. Jenkin's lease is expiring December 21, 2020. The original lease document (attached) allows for the Lessee to request an extension to the Lease. The Assembly (in March of 2016) granted a five-year lease extension.

Mr. Jenkins has remained current on all sales and property taxes and has made on time lease payments to this lease.

Therefore, staff is recommending the approval of the lease extension, as requested by Mr. Jenkins.

Third Modification to the Facility Lease Agreement
in the Wrangell Marine Service Center (WMSC)
Yard Lot 2

This **third** modification to extend the of the Facility Lease Agreement for an additional five (5) years is made and entered into as of December 8, 2020 by and among:

Charles Jenkins, dba Jenkins Welding, PO Box 1483, Wrangell, Alaska, 99929, and the City and Borough of Wrangell, Alaska, 99929.

Now therefore, both parties agree as follows:

- A. On February 23, 2010, the Borough Assembly granted a modification as follows:
 Yard Lot 2 – to expand to 70' x 80' = 5,600 square feet (from 60' x 60' = 3,600 square feet)
- B. On March 8, 2016, the Borough Assembly granted a modification as follows:
 - a. Yard Lot 2 – renewal of lease for an additional five (5) years, as allowed in the original Lease Agreement.
- C. **This amendment changes Section 1, Duration, of the original agreement and second extension as follows:**

DURATION

This lease shall be in effect for an additional five-year term, more specifically, from the date above until December 21, 2025.

Upon execution, this second amendment will become an attachment to the original agreement, dated March 1, 2010.

 Charles Jenkins, dba Jenkins Welding

 Date

 Stephen Prysunka, Mayor

Date

(Attest) Kim Lane, Borough Clerk

WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY LEASE AGREEMENT

This Lease is entered into on the 21st day of January, 2010, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Charles Jenkins (hereinafter "Lessee"), a business person, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five year term, more specifically, from the date above until the 21st day of December, 2015.

2. LEASED PROPERTY

The property subject to this Lease is described as: Yard Lot 2 - 3,600 square feet

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of conducting a boat building and/or boat repair business. Assessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

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

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

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$ 288.00, payable in advance on the 1st day of each month.

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

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

5. RENEWAL

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

B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

6. OPERATION AND MAINTENANCE

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

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

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

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

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

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

7. INDEMNITY AND INSURANCE

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

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

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

D. INSURANCE REQUIREMENTS

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

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.

3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

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

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

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

8. ENVIRONMENTAL INDEMNITY

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

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential

discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

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

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

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

F. Lessee shall defend, indemnify and hold harmless the Lessee for any contamination on the leased premises or any violation of any local, State, or federal Environmental Law occurring after the baseline study required under paragraph 4.D of this Lease.

9. WASTE AND NUISANCE PROHIBITED

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

10. ABANDONMENT OF LEASED PREMISES

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

person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

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

12. LESSOR'S RIGHTS UNDER THIS LEASE

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

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

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

13. GOVERNING LAW

Any dispute arising under this Lease shall be governed by Alaska law. Any claim based upon this Lease or any agreement pertaining to this Lease shall be filed in the First Judicial District, State of Alaska.

14. DEFAULT

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

15. TERMINATION

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

16. NOTICE

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the their duly

authorized representative(s) signing below.

Date: February 1, 2010
Alaska

Attest:

Christie L. Jamieson
Christie L. Jamieson
City and Borough Clerk



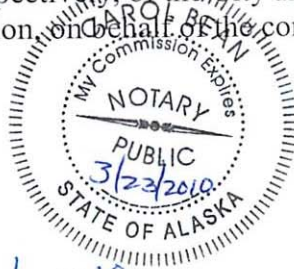
City and Borough of Wrangell,

Lessor

By

Robert S. Prunella Timothy Rooney
City and Borough Manager Jeff Tabusch

The foregoing instrument was acknowledged before me this 1st day of February, 2010, by ~~Robert S. Prunella~~ Timothy Rooney and Christie L. Jamieson, City and Borough Manager and City and Borough 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

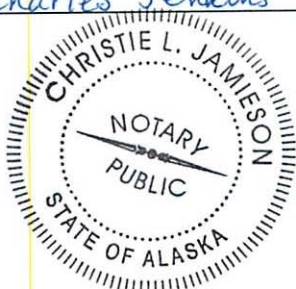
Date: February 1, 2010

Lessee

By

Charles Jenkins
Name - Charles Jenkins
Lessee
Title

The foregoing instrument was acknowledged before me this 1st day of February, 2009, 10 by Charles Jenkins.



Christie L. Jamieson
Notary Public for Alaska
Commission expires: 7-2-2010

City of Wrangell
Harbor Department
PO Box 531
Wrangell, AK 99929

2 Nov 2020

Charles Jenkins
Jenkins Welding, LLC
PO Box 1483
Wrangell, AK 99929

Ref: 2010-01 WMSC Lease - Lot 2

To Whom it May Concern,

I am writing to request an extension to my current lease in the Marine Service Center yard for another 5-years.

Kind regards,

Charles S. Jenkins

CITY & BOROUGH OF WRANGELL, ALASKA PORT COMMISSION AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	November 12, 2020
	<u>Agenda Section</u>	10

Approval of seventh modification to Leased Yard Lot 3 in the Wrangell Marine Service Center to extend the lease term for Tyler Thompson, dba Wrangell Machine Shop

SUBMITTED BY:

Steve Miller, Port & Harbor Director
& Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 20: \$	FY 21: \$	FY22: \$
-----------	-----------	----------

Amount Budgeted:

	FY20 \$XXX
--	------------

Account Number(s):

	XXXXX XXX XXXX
--	----------------

Account Name(s):

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

Unencumbered Balance(s) (prior to expenditure):

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. Lease Modification 2. Original Lease 3. Mr. Thompson's request to extend

RECOMMENDATION MOTION:

Move to Approve the fourth modification to Leased Lot 3 in the Wrangell Marine Service Center, to extend the lease term for Tyler Thompson, dba Wrangell Machine Shop.

SUMMARY STATEMENT:

Mr. Thompson's lease is expiring December 21, 2020. The original lease document (attached) allows for the Lessee to request an extension to the Lease. The Assembly (in April of 2016) granted a five-year lease extension.

Mr. Thompson has remained current on all sales and property taxes and has made on time lease payments to this lease.

Therefore, staff is recommending the approval of the lease extension, as requested by Mr. Thompson.

Third Modification to the Facility Lease Agreement
in the Wrangell Marine Service Center (WMSC)
Yard Lot 2

This **third** modification to extend the of the Facility Lease Agreement for an additional five (5) years is made and entered into as of November 10, 2020 by and among:

Charles Jenkins, dba Jenkins Welding, PO Box 1483, Wrangell, Alaska, 99929, and the City and Borough of Wrangell, Alaska, 99929.

Now therefore, both parties agree as follows:

- A. On February 23, 2010, the Borough Assembly granted a modification as follows:
 Yard Lot 2 – to expand to 70’ x 80’ = 5,600 square feet (from 60’ x 60’ = 3,600 square feet)
- B. On March 8, 2016, the Borough Assembly granted a modification as follows:
 - a. Yard Lot 2 – renewal of lease for an additional five (5) years, as allowed in the original Lease Agreement.
- C. **This amendment changes Section 1, Duration, of the original agreement as follows:**

DURATION

This lease shall be in effect for an additional five-year term, more specifically, from the date above until December 21, 2025.

Upon execution, this second amendment will become an attachment to the original agreement, dated March 1, 2010.

 Charles Jenkins, dba Jenkins Welding

 Date

 Stephen Prysunka, Mayor

Date

(Attest) Kim Lane, Borough Clerk

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

This Lease is entered into on the 21st day of January, 2010, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Tyler Thompson (hereinafter "Lessee"), a business person, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five year term, more specifically, from the date above until the 21st day of December, 2015.

2. LEASED PROPERTY

The property subject to this Lease is described as: Yard Lot 3 - 3,600 square feet

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of conducting a boat building and/or boat repair business. Assessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

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

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

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$ 288.00, payable in advance on the 1st day of each month.

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

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

5. RENEWAL

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

B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

6. OPERATION AND MAINTENANCE

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

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

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

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

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

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

7. INDEMNITY AND INSURANCE

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

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

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

D. INSURANCE REQUIREMENTS

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

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.

3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

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

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

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

8. ENVIRONMENTAL INDEMNITY

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

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential

discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

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

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

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

F. Lessee shall defend, indemnify and hold harmless the Lessee for any contamination on the leased premises or any violation of any local, State, or federal Environmental Law occurring after the baseline study required under paragraph 4.D of this Lease.

9. WASTE AND NUISANCE PROHIBITED

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

10. ABANDONMENT OF LEASED PREMISES

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

person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

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

12. LESSOR'S RIGHTS UNDER THIS LEASE

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

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

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

13. GOVERNING LAW

Any dispute arising under this Lease shall be governed by Alaska law. Any claim based upon this Lease or any agreement pertaining to this Lease shall be filed in the First Judicial District, State of Alaska.

14. DEFAULT

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

15. TERMINATION

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

16. NOTICE

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly

authorized representative(s) signing below.

Date: 2-1, 2010
Alaska

Attest:

Christie L. Jamieson
Christie L. Jamieson
City and Borough Clerk



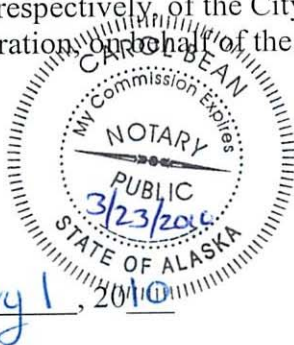
City and Borough of Wrangell,

Lessor

By

Jeff Jabusch
~~Robert S. Prunella~~ ~~Timothy Rooney~~
City and Borough Manager Jeff Jabusch

The foregoing instrument was acknowledged before me this 1st day of February, 2010, by ~~Timothy Rooney~~ ~~Robert S. Prunella~~ and **Christie L. Jamieson**, City and Borough Manager and City and Borough 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

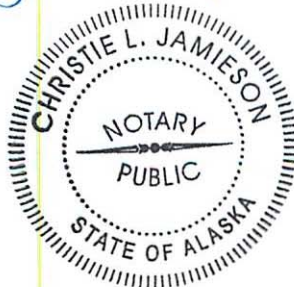
Date: February 1, 2010

Lessee

By

Tyler Thompson
Name - Tyler Thompson
Lessee
Title

The foregoing instrument was acknowledged before me this 1st day of February, 2009, 10 by Tyler Thompson




Christie L. Jamieson
Notary Public for Alaska

Commission expires: 7-2-2010



Greg Meissner, Harbormaster
City and Borough of Wrangell

02-25-2020
Date

Attest: 
Kim Lane, Borough Clerk

Date: 02/26/2020

(Sixth Amendment approved at the February 25, 2020 Regular Assembly meeting)

To whom it may concern:

Tyler Thompson
Wrangell Machine Shop
360.774.2980

The purpose of this letter is to formally request to renew/extend my lease in the Wrangell marine service center lot 3, for an additional 5 years.

Thank you
Tyler Thompson
Wrangell Machine Shop