



NIXLE Registration

Tuesday, July 29, 2025
Work Session from 6:00-7PM | Regular Assembly meeting at 7:00PM

Location: Borough Assembly Chambers

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

- a. Water Treatment Plant discussion and recap

1. CALL TO ORDER

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

2. CEREMONIAL MATTERS

- a. Oath of Office for Patrol Officer Matthew Nore and Correctional Officer Jordyn Buethe

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

- [a.](#) Minutes from the June 24, 2025 Regular Assembly Meeting
- [b.](#) Minutes from the July 8, 2025 Special Assembly Meeting
- [c.](#) **RESOLUTION No. 07-25-1962** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE UPDATED BOROUGH RECORDS RETENTION SCHEDULE AND REPEALING RESOLUTION 05-13-1277
- [d.](#) Approval of Renewal Applications for Marine Bar Liquor Store and Bar
- [e.](#) CORRESPONDENCE: School Board Minutes from the May 21, 23, and 30-2025 Meetings

7. BOROUGH MANAGER'S REPORT

- a. Borough Manager's Report (Verbal)
- [b.](#) Capital Projects Department Report
- [c.](#) Library Director's Report
- [d.](#) Police Department Report

8. BOROUGH CLERK'S REPORT

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

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS - None.

11. PUBLIC HEARING

- [a.](#) **ORDINANCE No. 1081** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, OF THE WRANGELL MUNICIPAL CODE
- [b.](#) **ORDINANCE No. 1082** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, IN THE WRANGELL MUNICIPAL CODE

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Approval of a Lease Agreement for Lot #5 in the Marine Service Center, to Mike Nurco, DBA Stem to Stern Shipwright Services
- b. **RESOLUTION No. 07-25-1968** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO APPROPRIATE \$65,000 FROM THE GENERAL FUND RESERVES TO THE CIP FUND FOR THE ST MICHAELS STREET REHABILITATION PROJECT AND AUTHORIZING ITS EXPENDITURES
- c. Approval of Amendment No. 2 to the Professional Services Agreement with PND Engineers for the St Michaels Street Rehabilitation Project
- d. Approval of a Purchase and Sale Agreement Between the CBW and Jiaying Lu
- e. **ORDINANCE No. 1088** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 3.04.080 – REGULAR MEETINGS AND SECTION 3.05.020 – ORDER OF BUSINESS IN THE WRANGELL MUNICIPAL CODE
- f. **ORDINANCE No. 1089** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 1.20.010 – PROCESS FOR INTRODUCING AND ADOPTING ORDINANCES, IN THE WRANGELL MUNICIPAL CODE
- g. **RESOLUTION No. 07-25-1965** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE ISSUANCE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE AND REFINANCE PORT AND HARBOR IMPROVEMENTS; CREATING A LIEN ON NET REVENUE OF THE PORT FUND FOR THE PAYMENT OF THE BONDS; AND ESTABLISHING COVENANTS OF THE BOROUGH RELATED TO THE BONDS.
- h. **RESOLUTION No. 07-25-1966** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE ISSUANCE AND SALE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE PORT AND HARBOR IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS
- i. **RESOLUTION No. 07-25-1970** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE ISSUANCE AND SALE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE PORT AND HARBOR IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS
- j. **RESOLUTION No. 07-25-1969** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AN ACCOUNTS RECEIVABLE OFFSET BETWEEN THE CITY AND BOROUGH OF WRANGELL AND WRANGELL PUBLIC SCHOOLS AND AUTHORIZING REMITTANCE OF THE NET BALANCE TO THE CITY AND BOROUGH OF WRANGELL
- k. **RESOLUTION No. 07-25-1963** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOT C-1, OF THE WCA REPLAT TO WRANGELL COOPERATIVE ASSOCIATION
- l. **RESOLUTION No. 07-25-1964** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOT B-1, OF THE WCA REPLAT TO BRUCE SMITH JR.
- m. **RESOLUTION No. 07-25-1967** OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOTS 14A AND 15A, BLOCK 83-A, PLAT 2004-9, TO JOHN AGOSTINE

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

15. EXECUTIVE SESSION

- a. **Executive Session:** Discuss potential Options for developing the Waterfront Property

16. ADJOURNMENT

**Minutes of Regular Assembly Meeting
Held on June 24, 2025**

Mayor Patricia Gilbert called the Regular Assembly meeting to order at 7:00 p.m., June 24, 2025, in the Borough Assembly Chambers. Assembly Member Dalrymple led the pledge of allegiance.

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

ABSENT – ROBBINS

Borough Manager Villarma and Clerk Lane were also present.

CEREMONIAL MATTERS – None.

PERSONS TO BE HEARD

Dave Wilson, School Board President read a letter regarding the Head Start lease; stated that the school and school board was excluded from the decision-making process for the lease; school will be charging the borough for any staff or resources used for the Head Start lease holder.

Albert Rinehart, WCA Tribal Administrator, introduced himself and stated that he was here to represent WCA in the land sale on the agenda.

Mayor Gilbert introduced Rudy Webb, president of Paradise Advertising and Sarah Cooley from who are here to work with WCA to elevate their tourism aspects; spending time with individuals in the community who contribute to the industry; will be developing and presenting a plan to the tribe in August to lay out how WCA can elevate and contribute to the community.

AMENDMENTS TO THE AGENDA – None.

CONFLICT OF INTEREST – None.

CONSENT AGENDA

6a Minutes from the June 10, 2025 Regular Assembly Meeting

6b Final Plat review of a Replat of Lot B (APN 03-002-304) of the Torgramsen-Glasner Subdivision according to Plat No. 2016-2, and Lot C (APN 02-035-310) of the Health Care Subdivision, according to Plat 2010-4, creating Lot B-1 and Lot C-1, zoned Zimovia Highway Mixed Use, requested by the City and Borough of Wrangell on behalf of Wrangell Cooperative Association and Bruce Smith Jr.

M/S: Powell/Mach to approve the consent agenda, as presented. Motion approved by polled vote.

BOROUGH MANAGER'S REPORT

Rob Marshall, acting Finance Director, provided a brief report for the finance department.

Manager Villarma provided a verbal report.

Harbormaster Miller's report was provided.

Nolan Center Director Arnold's report was provided.

BOROUGH CLERK'S REPORT

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

DeBord requested that the Assembly does look at demolishing the Old Wrangell Medical Center. There were no objections to this direction to the borough manager.

Powell asked if there would be background checks for the workers for Head Start and who would pay for them, if so.

Gilbert stated that at the site visit at the school, Ms. Powell and Superintendent Burr asked if background checks would be done and Tlingit & Haida stated that yes, they will do stringent background checks, at their own cost.

Powell questioned who made the decision to do a no-cost lease; no discussion before the assembly approved the lease; stating that in the future, if there were any meetings that made decisions like this in the future, he wants the assembly to be aware of that.

MAYOR AND ASSEMBLY APPOINTMENTS – None.

PUBLIC HEARING

11a RESOLUTION No. 06-25-1950 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE BUDGET FOR ALL FUNDS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, FOR THE FISCAL YEAR 2025-2026

Mayor Gilbert called the Public Hearing for Resolution No. 06-25-1950 to order and asked for an administrative report.

Manager Villarma gave a brief administrative report on the FY 2026 Annual Budget.

Gilbert asked if anyone wanted to speak to this item.

Gilbert closed the public hearing and asked for a motion.

M/S: Powell/Ottesen to approve Resolution No. 06-25-1950. Motion approved by polled vote.

11b Approval to move forward with the sale of City Leased Owned Tidelands, Lot 15A & Lot 14A, Plat 2004-09, currently leased by John Agostine, request by John Agostine

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

Clerk Lane stated that Mr. Agostine submitted an application back in April 2023. The Planning & Zoning Commission and Port Commissions both were in favor of the sale. Although it has taken some time, Mr. Agostine has decided to move forward in trying to purchase the leased tidelands. The appraised value is \$45,600.

Gilbert asked if anyone wanted to speak to this item.

Mr. Agostine stated that he has been leasing the tidelands for quite some time and he would like to impro

Gilbert closed the public hearing and asked for a motion.

M/S: Powell/Ottesen to approve moving forward with the sale of City owned Leased Tidelands to John Agostine, Lots 15A and Lot 14A, currently leased by John Agostine.

11c RESOLUTION No. 06-25-1953 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE AMENDED FEE AND RATE SCHEDULE

Mayor Gilbert called the Public Hearing for Resolution No. 06-25-1953 to order and asked for an administrative report.

Manager Villarma stated that the fee and rate schedule includes a reduction to the property purchase premium from 25% to 15%; also includes the credit card fees; would like the assembly to remove the credit card fees since we cannot enforce the fees; would also like the assembly to amend the schedule to include a Water and Sewer new home construction rate that would allow the customer to pay a third of the rate for up to eighteen months.

Gilbert asked if anyone wanted to speak to this item.

Bruce Smith Jr. stated that since

Gilbert closed the public hearing and asked for a motion.

M/S: Powell/DeBord to approve Resolution No. 06-25-1953.

M/S: Powell/DeBord to amend the fee and rate schedule to remove the 2.5% credit card fees. Motion approved by polled vote. Amendment approved by polled vote.

M/S: Powell/DeBord to amend the water and sewer rate schedule to add a line item that would allow for a rate reduction for the consumer to pay one-third of the rate and to not exceed eighteen months for new home construction. Amendment failed with Mach, Ottesen, Dalrymple, and DeBord voting no; Powell and Gilbert voted yes.

Main Motion, as amended (to remove the 2.5% credit card fees) was approved by polled vote.

UNFINISHED BUSINESS

12a RESOLUTION NO. 06-25-1951 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LAND, FOR A PORTION LOT C OF THE HEALTHCARE SUBDIVISION, TO BRUCE SMITH JR. FOR THE APPRAISED VALUE OF \$43,934 PLUS REQUIRED FEES

M/S: Powell/Ottesen to approve Resolution No. 06-25-1951.

M/S: Mach/DeBord to amend total due in Section 2 from \$49,476.00 to \$46,356.00. Amendment approved by polled vote.

Main Motion, as amended was approved by polled vote.

12b RESOLUTION NO. 06-25-1952 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LAND, FOR A PORTION LOT C OF THE HEALTHCARE SUBDIVISION, TO WRANGELL COOPERATIVE ASSOCIATION FOR THE APPRAISED VALUE OF \$496,066 PLUS REQUIRED FEES

M/S: Powell/Ottesen to approve Resolution No. 06-25-1952. Motion approved by polled vote.

NEW BUSINESS

13a Approval of a contract award to Marble Island LLC in the amount of \$1,248,182 for the St. Michaels Street Rehabilitation Project

M/S: Powell/Ottesen to approve a contract award to Marble Island LLC in the amount of \$1,248,182 for the St. Michaels Street Rehabilitation Project. Motion approved by polled vote.

13b ORDINANCE No. 1087 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 20.62, PLANNED UNIT DEVELOPMENTS AND AMENDING SEVERAL SECTIONS IN TITLE 20 – ZONING, TO ADD AND REFERENCE PLANNED UNIT DEVELOPMENTS TO THE WRANGELL MUNICIPAL CODE

M/S: Mach/Ottesen to approve first reading of Ordinance No. 1087 and move to a second reading with a public hearing to be held on July 22, 2025. Motion approved by polled vote.

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

EXECUTIVE SESSION

15a Executive Session: Review of an Amendment to the Borough Manager's Agreement

M/S: Powell/Ottesen moved pursuant to 44.62.310 (c) (2), that we recess into an executive session and invite the Borough Manager into the session, to discuss matters that may tend to prejudice the reputation and character of any person, specifically the Review of an amendment to the Borough Manager's Agreement. Motion approved by polled vote.

Recessed into Executive Session at: 8:40 pm

Reconvened back into Regular Session at: 9:19 pm

M/S: Powell/Ottesen to approve Amendment No. 2, to the Borough Manager's Employment Agreement but to take out the 90-day provision. Motion approved by polled vote.

Adjourned at 9:20 p.m.

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held on July 8, 2025**

Mayor Patricia Gilbert called the Special Assembly meeting to order at 5:30 p.m., July 8, 2025, in the Borough Assembly Chambers.

PRESENT – GILBERT, DALRYMPLE, ROBBINS, DEBORD, MACH

ABSENT – POWELL, OTTESEN

Borough Manager Villarma and Clerk Lane were also present.

PERSONS TO BE HEARD – None.

PUBLIC HEARING

3a ORDINANCE No. 1087 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING CHAPTER 20.62, PLANNED UNIT DEVELOPMENTS AND AMENDING SEVERAL SECTIONS IN TITLE 20 – ZONING, TO ADD AND REFERENCE PLANNED UNIT DEVELOPMENTS TO THE WRANGELL MUNICIPAL CODE

Mayor Gilbert called the Public Hearing for Ordinance 1087 to order and asked for an administrative report.

Manager Villarma gave a brief administrative report on Ordinance 1087.

Gilbert asked if anyone wanted to speak to this item.

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

M/S: Dalrymple/Robbins to approve Ordinance No. 1087. Motion approved by polled vote.

UNFINISHED BUSINESS

4a ORDINANCE No. 1081 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, OF THE WRANGELL MUNICIPAL CODE (*reintroduced*)

M/S: Robbins/Mach to approve third reading of Ordinance No. 1081 and move to a forth reading with a Public Hearing to be held on July 29, 2025.

Robbins spoke in opposition to lowering the age restriction from 12 to 10 or removing an age restriction altogether.

Police Chief Meek stated that not all persons will pass the test.

M/S: Mach/Dalrymple to amend the Ordinance to state that the operator shall have either a valid driver's license, learner's permit, or CBW issued micromobility device permit.

Amendment failed with Mach and Dalrymple voting yes; Robbins, DeBord, and Gilbert voted no.

M/S: Mach/Dalrymple to amend the Ordinance to lower the age restriction from 12 to 10.

Amendment approved with Mach, Dalrymple and Gilbert voting yes; Robbins and DeBord voted no.

Main Motion approved with Mach, Dalrymple and Gilbert voting yes; Robbins and DeBord voted no.

NEW BUSINESS

5a RESOLUTION No. 07-25-1958 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ACCEPTING REVENUE IN THE GENERAL FUND FROM ALASKA PUBLIC ENTITY INSURANCE (APEI) AND RESTRICTING IT FOR THE PURPOSE OF A PLAYGROUND CONSTRUCTION PROJECT

M/S: Robbins/Mach to approve Resolution No. 07-25-1958.

Dalrymple stated that he believes it's a good idea to have seed money for this purpose; hoping for some sort of plan for the Parks & Recreation department to have options for several improvements; need to fix though, what is currently broken and not wait for renovations.

Motion approved by polled vote.

5b RESOLUTION No. 07-25-1954 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT TO THE PUBLIC WORKS ADMINISTRATIVE ASSISTANT POSITION

M/S: Mach/Robbins to approve Resolution No. 07-25-1954. Motion approved by polled vote.

5c RESOLUTION No. 07-25-1955 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, URGING IMMEDIATE ACTION FOR EFFECTIVE SEA OTTER MANAGEMENT TO RESTORE SOUTHEAST ALASKA'S SHELLFISH COMMERCIAL FISHERIES AND SUBSISTENCE HARVESTS

M/S: Mach/DeBord to approve Resolution No. 07-25-1955. Motion approved by polled vote.

5d RESOLUTION No. 07-25-1956 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC TIDELANDS, LOTS 15A & 14A, BLOCK 83-A, PLAT 2004-09, TO JOHN AGOSTINE FOR THE APPRAISED VALUE OF \$45,600 PLUS ASSOCIATED FEES

M/S: Robbins/Mach to approve Resolution No. 07-25-1956. Motion approved by polled vote.

5e RESOLUTION No. 07-25-1957 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO APPROPRIATE \$148,182 FROM GENERAL FUND RESERVES FOR THE ST. MICHAEL'S STREET REHABILITATION PROJECT AND AUTHORIZING ITS EXPENDITURE

M/S: Robbins/Dalrymple to approve Resolution No. 07-25-1957. Motion approved by polled vote.

5f RESOLUTION No. 07-25-1959 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE CREATION OF THE EXECUTIVE ASSISTANT POSITION AND AMENDING THE NON-UNION WAGE AND GRADE TABLE

M/S: Robbins/Mach to approve Resolution No. 07-25-1959. Motion approved by polled vote.

5g RESOLUTION No. 07-25-1961 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING REVISED STARTING BID AMOUNTS FOR INDUSTRIAL LOTS

9, 11, AND 12 AND AUTHORIZING THEIR SALE VIA PUBLIC AUCTION PURSUANT TO WRANGELL MUNICIPAL CODE CHAPTER 16.12

M/S: Robbins/Mach to approve Resolution No. 07-25-1961. Motion approved by polled vote.

5h RESOLUTION No. 07-25-1960 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA AUTHORIZING APPLICATION TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES MUNICIPAL HARBOR FACILITY GRANTS PROGRAM AND COMMITTING RAISE GRANT FUNDS AS THE REQUIRED FIFTY PERCENT (50%) MATCH FOR THE INNER HARBOR REPLACEMENT PROJECT

M/S: Mach/Robbins to approve Resolution No. 07-25-1960. Motion approved by polled vote.

5i Approval of a Cooperative Management Agreement for Managing Petroglyph Beach State Historic Site

M/S: Robbins/Mach to Approve the Cooperative Management Agreement for managing Petroglyph Beach State Historic site between the State of Alaska, Department of Natural Resources Division of Parks and Outdoor Recreation and the City and Borough of Wrangell, Alaska. Motion approved by polled vote.

EXECUTIVE SESSION

6a Executive Session: Discuss potential Options for developing the Waterfront Property

M/S: Robbins/Mach pursuant to 44.62.310 (c)(1)&(2), that we recess into executive session to discuss matters waterfront

t development, the immediate knowledge of which would clearly have an adverse effect upon the finances of the borough, specifically to discuss with the Borough Manager, Potential Options for developing the Waterfront Property and invited Economic Development Director Thomas and Clerk Lane into the session. Motion approved by polled vote.

Special Session recessed into Executive Session at 6:35 p.m.

Special Session reconvened at 7:31 p.m.

Mayor Gilbert appointed the Mayor, the Borough Manager, the Economic Development Director, the Harbormaster, and the Chairpersons or their designees of the Planning & Zoning Commission, the Port Commission, the Economic Development Board, and the Wrangell Convention & Visitors Bureau to a Special American Cruise Lines Infrastructure and Lease Committee. There was unanimous consent to create the Special Committee.

Special Assembly Meeting adjourned at 7:33 p.m.

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>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1962 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE UPDATED BOROUGH RECORDS RETENTION SCHEDULE AND REPEALING RESOLUTION 05-13-1277

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. RES 07-25-1962 2. Amended Records Retention Schedule

RECOMMENDATION MOTION (if not approved under the Consent Agenda):
Move to approve Resolution No. 07-25-1962.

SUMMARY STATEMENT:

This resolution adopts an updated Records Retention Schedule for the City and Borough of Wrangell, aligning local records management practices with current State of Alaska standards.

Key points include:

- **Compliance with State Law:** In accordance with AS 40.21.070, the Borough is required to follow efficient records management principles and adhere, as practicable, to the State's local records program.
- **Update to 2013 Policy:** The new retention schedule replaces the 2013 edition and repeals Resolution No. 05-13-1277, previously adopted on May 28, 2013.
- **Alignment with State Schedule:** All department schedules now reflect the most recent State of Alaska Records Retention Schedule #300.1.
- **Inclusion of Electronic Records:** A significant update includes provisions for managing and retaining electronic records.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 07-25-1962

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADOPTING THE UPDATED BOROUGH RECORDS RETENTION SCHEDULE AND REPEALING RESOLUTION 05-13-1277

WHEREAS, the orderly administration of public records is essential to the efficiency and accountability of local government; and

WHEREAS, the State of Alaska requires, pursuant to AS 40.21.070, that local government promotes the principles of efficient records management for its records kept in accordance with state law, and follow, as far as practicable, the program established for the management of local records; and

WHEREAS, Resolution No. 05-13-1277 was adopted May 28, 2013, amending the Borough's General Records Retention Schedule; and

WHEREAS, the records retention schedules for all City and Borough departments are in line with the most recent State of Alaska Records Retention Schedule #300.1; and

WHEREAS, the major change to this retention schedule is the provision for electronic records.

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

Section 1. The Assembly adopts the updated Borough Records Retention Schedule attached hereto as Exhibit A.

Section 2. The 2013 Edition of the City and Borough of Wrangell's Records Retention Schedule is hereby repealed in its entirety.

Section 3. Resolution No. 05-13-1277 is hereby repealed in its entirety.

Section 4. This resolution takes effect upon approval.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 29th DAY OF July, 2025.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Finance

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes	PAPER & ELECTRONIC
									SCAN AND TOSS ONLY
				Office	Storage	Total			PAPER ONLY
A-1	Accounting - Permanent Records	Final approved budget, Annual financial reports, Audit reports, General ledger/journal, Payroll policies & procedures, Tax assessment rolls.	Finance	P	P	P	GA 1.4.1 FA 3.3.2 FA 3.5.1 ARS A 15.1 AS 29-45-160		PAPER & ELECTRONIC
A-2	Accounting - Budget Work papers	Includes drafts, instructions, worksheet, preliminary budgets, and agency requests	Finance	2	1	3	FA 3.3.1		PAPER ONLY
A-3	Accounting - Financial & Accounting Reports	Includes annual report prepared by CFO.	Finance	CFY + 3	3	4	FA 3.4.2	CFY = current fiscal year	SCAN AND TOSS ONLY
A-4	Accounting - Accounts Receivable/Payable	Purchase orders, invoices, check copies, deposit slips, wire transfers, transmittal of receipts, debt service payments, cancelled checks, check registers, accounts receivable, daily cash receipts, paid bills and invoices, meter receipts	Finance	CFY + 3	3	4	FA 3.6 FA 3.7.1 FA 3.8 FA 3.9		SCAN AND TOSS ONLY
A-5	Accounting - Banking Records	Original Bank Statements	Finance	CFY + 7	6	8	FA 3.7.2		SCAN AND TOSS ONLY
A-7	Accounting - Bonds	Fidelity & Surety Bonds	Finance	C+6		C+6	ARS GA 1.18	C=Expiration of bond provided an audit has been conducted	PAPER ONLY
A-7a	Accounting - Bonds	Cancelled/Redeemed bonds/coupons documenting proof of issuance and payments to individual bondholders	Finance	3		3	FA 3.11		SCAN AND TOSS ONLY
A-8	Accounting - Bills of Sales	Official documentation of sales transactions between government agency and buyer	Finance	C+1	4	6	FA 3.13		SCAN AND TOSS ONLY
A-9	Accounting - Foreclosure Files	Property tax foreclosures	Finance	P		P	FA 3.14 ARS LA 16.4		PAPER & ELECTRONIC

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Finance

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes	PAPER & ELECTRONIC
									SCAN AND TOSS ONLY
				Office	Storage	Total			PAPER ONLY
A-10	Accounting - Fixed Assets	Records related to Fixed Asset inventory, Vehicle titles and registrations	Finance	L+1		L+1	GO 2.13.1	L= life of asset, or until State authorizes disposal of grant funded assets.	PAPER & ELECTRONIC
A-11	Accounting - Payroll	Lists check number, employee name, net amount and financial coding, documents employee salary including: payroll action forms (PAF), PERS enrollment/change forms and IRS dates	Finance	T+10		T+10	ARS P 4.1 ARS P 4.3		SCAN AND TOSS ONLY
A-12	Accounting - Payroll	Payroll Journal, Payroll Deduction Authorizations (reports and lists), Employer W-2 Copy (Federal withholding tax statement), Employee withholding exemptions (W-4), Payroll Reports (FICA, Unemployment insurance, summary/detailed queries, stopped/reissued warrants, overtime and retirement reports, Electronic Federal Tax Payment Documentation, Internal Revenue Service Reports (1099R, 945)	Finance	C+1	3	4	ARS P 4.2 ARS P 4.4 ARS P 4.6 ARS P 4.8 ARS P 4.11 ARS P 4.12 ARS P 4.13 26 CFR 31.6001-1		PAPER ONLY
A-13	Accounting - Payroll	Timesheets; Official Employment History (applications; resume; personnel actions regarding hire; termination and promotion; performance appraisals; employee testing; training certificates; driving history). Employee gross earning; deductions and net pay; Garnish & Payroll deduction court orders; Notification of pay step increases; Savings Bond & 401k Accounting Records	Finance	50		50	ARS P 4.5 ARS P 4.7 ARS P 4.9 ARS P 4.10 ARS P 4.14 ARS HR 6.1 ARS HR 6.2 ARS HR 6.3	Timesheets may be destroyed after 3 years if associated data is recorded elsewhere	SCAN AND TOSS ONLY
A-14	Accounting - Payroll	Applications for Employment (not hired)	Finance	1		1	ARS HR 6.4		PAPER ONLY
A-15	Accounting - Sales Tax	Registrations & reports	Finance	3		3	ARS L 14.4		SCAN AND TOSS ONLY

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Finance

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes	PAPER & ELECTRONIC
									SCAN AND TOSS ONLY
				Office	Storage	Total			PAPER ONLY
A-16	Accounting - Assessments	Real and personal property assessment notices, assessment roll certifications of lease property & senior citizens, Tax appeal files, Personal property files (certifications, declaration forms), Reports of collection	Finance	6		6	ARS A 15.2 ARS A 15.3 ARS A 15.4 ARS A 15.7 ARS A 15.8		SCAN AND TOSS ONLY
A-17	Accounting - Grants	Grant administration files - State, Federal and Foundation/Corporation Grant administration files - (applications, copy of notification of grant award, agreement, special conditions, fiscal reports, closeout documents, audit reports and correspondence) Capital Improvement Projects	Finance	T+10	10	T+10	AS 09.10.053 ARS PCG 5.3.1 ARS PCG 5.3.2	Due to various grant requirements, we will keep the CIP files for 20 years after the project closes.	PAPER & ELECTRONIC
A-19	Accounting - Grants	Grant Applications (not awarded)	Finance	1		1	ARS PCG 5.4		SCAN AND TOSS ONLY
A-30	Accounting - Loans	Loan files	Finance	T+10	10	T+10		State does not have retention requirement. Therefore, retention shall be the same as grant requirement.	SCAN AND TOSS ONLY
A-20	Deeds to Municipal Real Property	Deeds to municipal real property, Deeds, Patents, Easements, Right-of-Way	Finance	P		P	ARS LM 16.1 ARS LEG 10.6 ARS EBP 13.7		PAPER & ELECTRONIC
A-22	Insurance Policies & Endorsements	Insurance proposals, policies and endorsements, bonds, riders, correspondence, financial coding and billing information	Finance	C+1	48	C+50	ARS RM 7.1	C=Until policy expires	SCAN AND TOSS ONLY
A-23	Accounting - Medical	Worker's Compensation, On-the-job injury, lost time	Finance	C+1	38	C+40	ARS RM 7.3	C=Until case is inactive	SCAN AND TOSS ONLY
A-24	Accounting - Accident Reports (personal)	Incident/accident reports, medical evaluations, public safety officer reports, time loss documentation	Finance	C+1	5	7	ARS GA 1.10		SCAN AND TOSS ONLY
A-25	Accounting - Accident Reports (vehicle)	Vehicle accident reports, certification of insurance, inspection reports, maintenance reports, liability accident notices	Finance	L+3	3	L+3	ARS GA 1.9.2		SCAN AND TOSS ONLY

City & Borough of Wrangell Records Retention Schedule									
Adopted by: Resolution No.									
Finance									
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes	PAPER & ELECTRONIC
									SCAN AND TOSS ONLY
				Office	Storage	Total			PAPER ONLY
A-26	Accounting-General	Accounting records not previously covered	Finance	3	3	6			
All records can be scanned and maintained electronically unless prohibited by AK Statute									

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

General Admin

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total Until Administrative Need Met		
AD-1	General Administration	Includes general correspondence, reading files, reports, studies, plans and copies of documents used for administrative purposes	Department Heads	Until Administrative Need Met	n/a			
AD-2	Non Record	Items that do not reflect the position or business of the City & Borough of Wrangell; may include unsolicited received messages (spam), periodicals, superseded templates, duplicates of records retained elsewhere	Department Heads	none	none	none	AS 40.21.150 (6)	May destroy immediately
AD-3	Transitory Information	Non-administrative records of temporary usefulness which are not covered by any other record series; may include routine communications, preliminary drafts, outgoing messages, routing slips	Department Heads	30 days	n/a	30 days	AS 40.21.150 (6) ARS 1.11	Email transitory records will be presumed destroyed 30 days after creation of receipt
AD-4	Policies & Procedures	Borough and Departmental Routine policies and procedures	Borough Manager	C+3	C+3	C+3	ARS GA 1.3.2	C=Until Superseded
AD-5	Asset Management	Maintenance records, manuals, warranties	Department Heads	Life of Equipment	n/a	Life of Equipment	ARS GA 7	
AD-6	Administrative IT	Records relating to computer system, including: program/system documentation, wiring, software licenses, disaster recovery, inventory, web page data	Finance Director	Until Administrative Need Met	n/a	Until Administrative Need Met	ARS IT.1	
AD-7	Reference	Reference materials used for administrative purposes	Department Heads	Until Superseded	n/a	Until Superseded		
AD-8	Historical Files	Departmental written histories, newspaper articles, photographs, speeches, maps	Department Heads	C+1	P	P	ARS GA 6	
AD-9	Museum-General	Museum records not previously covered						

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City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Capital Projects

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	PAPER & ELECTRONIC
				Office	Storage	Total		SCAN AND TOSS ONLY
								PAPER ONLY
CP-1	Contract Administration, Contracts, Construction Project Files	<p>Procurement and public advertisement files, RFP/RFQ/Invitation to Bid solicitations, bids and statements of qualifications received, evaluation material and rankings, notification of intent to award, notification of award, original contracts, amendments or change orders, special conditions, and general project correspondence.</p> <p>Specifications, A&E drawings, performance and payment bonds, claims, final lien waiver, fiscal reports, payment records, progress reports, project schedules, project budgets, punch lists, subcontractor lists, certified payroll reports, as built drawings and operations and maintenance manuals.</p> <p>Records related to obligations under contracts and other agreements between the Borough and outside parties.</p>	Capital Projects Director	1 year	Life of Asset	Life of Asset	100 years	PAPER & ELECTRONIC
CP-1	Capital Projects-General	Records not previously covered	Capital Projects Director					SCAN AND TOSS ONLY

All records can be scanned and maintained electronically unless prohibited by AK Statute

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Clerk / Assembly

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/ Notes	PAPER & ELECTRONIC
				Office	Storage	Total			SCAN AND TOSS ONLY
									PAPER ONLY
C-1	Annexation Records	Annexation Files	Borough Clerk	Current	4	5		Retain Permanently, if not recorded in Minutes	SCAN AND TOSS ONLY
C-2	Incorporation Records	Incorporation records, Borough Formation records	Borough Clerk	P	P	P	AS 29.05		SCAN AND TOSS ONLY
C-3	Assembly Non-Permanent Records	General correspondence regarding Mayor and Assembly business and dealings with public and legislative bodies; Meeting packet items, ABC Board Files (ABC Applications, Applications for game of skill and chance, Clerk read files. General Correspondence Files. Original incoming and outgoing letters and memoranda related to the general admin and operation of the agency. Consists of departmental, legislative, professional association, and public.	Borough Clerk	C + 1	1	3	ARS 2.1.2 ARS 1.1 ARS 1.2		SCAN AND TOSS ONLY
C-4	Assembly Permanent Records	Minutes of Assembly; Assembly Committee Minutes; Adopted Resolutions; Charter and Amendments, Adopted Ordinances, including original paper code book and Affidavits of Publication of Ordinances; Oaths of Office for all Borough elected and appointed officials; Borough Formation Records; Official Municipal Seal	Borough Clerk	P		P	ARS 2.1.1 ARS 2.5 (AS 29.20.380) ARS 2.5.1,2 ARS 2.6 (AS 29.20.600) ARS 2.8 (AS 29.05)	Scan	PAPER & ELECTRONIC

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Clerk / Assembly

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/ Notes	PAPER & ELECTRONIC
				Office	Storage	Total			SCAN AND TOSS ONLY
									PAPER ONLY
C-5	Election - Permanent	Certification Election Results & Canvass Board Returns (retained in the Official Minutes Book), DOJ Preclearance records, Voting district descriptions, maps & street books	Borough Clerk	5	P	P	ARS 8.3 ARS 8.6 ARS 8.14		PAPER & ELECTRONIC
C-6	Elections - General	Initiative, Referendum, and Recall files, Declarations of Candidacy, Alaska Public Official Commission Financial Disclosure Statements. Election registers & tally books, Recount of petitions, Declaration for Candidacy, Candidate withdrawals, Election officials' records.	Borough Clerk	Act	6	6	ARS 2.3 ARS 8.2 ARS 8.4 ARS 8.7 ARS 8.8 ARS 8.10 ARS 8.11 ARS 8.12 ARS 8.13 AS 29.26		SCAN AND TOSS ONLY
C-7	Elections - Ballots	Voted Ballots (Completed, Challenged, Rejected, Absentee, Faxed & Special Needs). Ballot stubs, absentee and question envelopes, precinct registers, absentee official records. Election contest/runoff information	Borough Clerk	1 month	1	1	ARS 8.1 ARS 8.5		PAPER ONLY
C-8	Board of Ethics	May include: complaints, decisions, correspondence of Board of Ethics	Borough Clerk	Act	3	Act+3			SCAN AND TOSS ONLY
C-9	Resolution/Ordinance Backup	All Back-up leading to the adoption of Ordinances and/or Resolutions	Borough Clerk	C+1	Ind	Ind			SCAN AND TOSS ONLY
C-10	Cemetery Records	Current Map indices of burial plots, record of lot sales, minutes of Cemetery Board	Borough Clerk	P		P	ARS 2.12		PAPER ONLY

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Clerk / Assembly

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/ Notes	PAPER & ELECTRONIC
				Office	Storage	Total			SCAN AND TOSS ONLY
									PAPER ONLY
C-11	Assembly Meeting Documentation	Agendas, Action Agendas, Audio and video recordings of meetings	Borough Clerk	C + 1	8	10	ARS 2.1.25 ARS 2.2		SCAN AND TOSS ONLY
C-12	Conflict of Interest	Conflict of interest statements	Borough Clerk	C + 1	4	6	ARS 2.7		SCAN AND TOSS ONLY
C-13	Proclamations	Mayor Proclamations	Borough Clerk	Act	P	P	ARS 2.4		SCAN AND TOSS ONLY
C-14	Required Public Notices	Assembly Meeting Notices; Affidavits of Publication for Assembly meetings, elected and appointed official vacancies, regular and special elections	Borough Clerk	C + 1	8	10	ARS 2.2		SCAN AND TOSS ONLY
C-15	Census Records	Series of documents population estimates including resident data	Borough Clerk	C + 1	8	10	ARS 2.11 (AS 29.60)	Current until superseded/Permanent	SCAN AND TOSS ONLY
C-16	Public Records Request	Includes written request for public records, log includes date of request, name of requester and other related information	Borough Clerk	1 year	1	1	ARS GO 1.14		SCAN AND TOSS ONLY

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Clerk / Assembly

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/ Notes	PAPER & ELECTRONIC
				Office	Storage	Total			SCAN AND TOSS ONLY
									PAPER ONLY
C-17	Contract Administration, Contracts, Construction Project Files, Leases	Records related to obligations under contracts, leases and other agreements between the Borough and outside parties. Contracts for leased space. Notification of award, original contract, and amendments or renewals, special conditions, fiscal reports, payment logs, progress reports and correspondence. Contracts, bids, evaluations, insurance certificates, certifications and assurances, performance and payment bonds and correspondence documentation.	Borough Clerk	T + 1	6	T+10	ARS PCG 5.2 ARS PCG 5.1 ARS ENG 13.2 ARS GO-8 ARS PCG-1 ARS PCG-2 AS 09.10.053	T = Term	PAPER UNTIL CLOSED - THEN SCAN AND TOSS
C-20	General Project Files	Assembly Meeting general records, MOU's, MOA's, Policies	Borough Clerk	L	6	L+6			SCAN AND TOSS ONLY
C-18	Records Management Files	Records Retention Schedules, Transfer Lists, List of Records Destruction	Borough Clerk	P		P	ARS 1.16 ARS 1.16.1 ARS 1.16.2 ARS 1.16.3		SCAN AND TOSS ONLY
C-19	Clerk-General	Clerk records not previously covered	Borough Clerk	3	3	6			SCAN AND TOSS ONLY

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City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No. _____

Corrections

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
CO-1	Arrest Records	Cumulative information for each adult arrested including booking documentation (name, arrest booking/AST number, address, date of birth, sex, occupation, physical description, offense, complaint report and disposition of case), finger print cards, photographs (mug shots) processing reports, copies from Police Report files, investigation reports, witness statements, signed Miranda rights, evidence examination requests, property record, rap sheets, court, process and disposition documents.	Law Enforcement	D or 10		D or 10*	ARS PS 11.5	D = Death * = Retain records for the longer period
CO-2	Outstanding Warrants	Lists of outstanding arrest warrants.	Law Enforcement	C		C	ARS PS 11.6	C = Until superseded/obsolete or administrative
CO-3	Animal Control Files	May consist of: licenses, animal complaint notifications/citations, description of animal, notification to owner, certification of ownership, owner claims, release of animal data, dog bite reports and statistical reports.	Law Enforcement	3		3	ARS PS 11.24	
CO-4	Use of Force Investigations Internal Affairs Investigations	Investigation files related to reports of physical or deadly force. Investigation of complaints of alleged officer misconduct.	Law Enforcement	7		7	ARS PS 11.7 ARS PS 11.8 AS 09.10.070	
CO-5	Confidential Informant Files	Informant related files.	Law Enforcement	C+7		C+7	ARS PS 11.9	C = Until informant is no longer active
CO-6	Logs/Indices	Dispatch Audio Tapes.	Law Enforcement	30 days		30 days*	ARS PS 11.10.2	* = Reuse after retention period
CO-7	Property Records	Individual record of property/evidence taken into custody.	Law Enforcement	C+3		C+3	ARS PS 11.11	C = Until property disposed of
CO-8	Stolen Property Lists	Received and internally produced lists and printouts of lost, stolen, found, pledged or pawned property	Law Enforcement	C		C	ARS PS 11.12	C = Until superseded/obsolete or admin need is met

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Corrections

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
CO-9	Criminal Background Checks	Criminal background checks done as a consequence of requests from employers or local government requirements.	Law Enforcement	1		1	ARS PS 11-13	
CO-10	Sex Offenders Information	Data relative to sex offenders.	Law Enforcement	C		C	ARS PS 11.14	C = Until superseded/obsolete or admin need is met
CO-11	Juvenile Arrest Files Juvenile Prosecution Case Files	Cumulative information file on each juvenile arrested. Case files prepared for purposes of prosecution.	Law Enforcement	C+6		C+6	ARS PS 11.15	C = Until child reaches age of maturity Records must be kept separately from adult arrest records
CO-12	Abused/Neglected Child Notification	Reports from the DFYS or the ACS of suspected cases of child abuse, endangerment or neglect.	Law Enforcement	3		3	ARS PS 11.17	DFYS = Division of Family & Youth Services. ACS = Alaska Court System
CO-13	Holding Facility Records	Prisoner's Personal Property & Inspection Records.	Law Enforcement	3		3	ARS PS 11.18.1	
CO-14	Traffic Records	Includes summons books, citations and tickets, and notices for court appearances.	Law Enforcement	1		1	ARS PS 11.19	
CO-15	Radar Reports	May include certification calibration, routine radar check reports, and certification of accuracy for turning forks.	Law Enforcement	C+2		C+2	ARS PS 11.20	C = Until equipment is disposed
CO-16	Uniform Crime Report (UCR)	Monthly account of offenses and stolen/recovery property values sent to the Alaska State Troopers.	Law Enforcement	5		5	ARS PS 11.21	
CO-17	Crime Statistics	Statistical compilations of crimes committed within the local jurisdiction.	Law Enforcement	P		P	ARS PS 11.22	

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Corrections

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
CO-18	Accreditation Files	Standards, goals and objectives, status and progress reports, and other documentation relating to accreditation and review for maintaining accreditation.	Law Enforcement	C		C	ARS PS 11.23	C = Until superseded/obsolete or administrative need is met
CO-19	Corrections - General	Corrections records not previously covered	Law Enforcement	3	3	6		

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City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

WML&P

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
E-1	Daily Production Logs	Daily Production Logs (Generation)	Electrical Superintendent	10	-	10		10 years for admin use
E-2	PCB Transformers Log	PCB Transformers Logs and Backup	Electrical Superintendent	P	-	P		P= Permanent
E-3	Electrical Inspection Sheets	Inspection of Electrical Sheets	Electrical Superintendent	6	-	6	ARS 13.5	
E-4	Monthly Fuel Consumption	Reports of monthly fuel consumption	Electrical Superintendent	5 (E)	-	5 (E)	ARS 13.14	E= Electronic Retention
E-5	Work Orders/Service Requests	Extension, upgrade or repair of utility service. Requests for connection or disconnection of utility service.	Electrical Superintendent	3	-	3	ARS 13.12	
E-6	Equipment Maintenance Records	Maintenance records on all equipment.	Electrical Superintendent	L	-	L	ARS 13.13	L=Life of the equipment
E-7	Electrical Permits	Customer Electrical Permits	Electrical Superintendent	C+6	-	C+6	ARS 13.4	C=1 Year
E-8	Permit Reports	Permit Reports for DEC	Electrical Superintendent	I (E)	-	I (E)		I=Indefinite E= Electronic Retention
E-9	MSDS Sheets	Hazardous Materials/Hazardous Substances Right to Know Files (MSDS)	Electrical Superintendent	C+7	-	C+7	ARS 11.42.2	C=1 Year
E-11	Utility Applications (Contracts)	Utility Applications signed by the responsible party	Electrical Superintendent	I (E)	-	I (E)		I=Indefinite E= Electronic Retention
E-12	Light Department - General	Corrections records not previously covered	Electrical Superintendent	6	-	6	ARS 1.1	

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City & Borough of Wrangell Records Retention Schedule								
Adopted by: Resolution No.								
Fire & EMS								
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
F-1	Fire Investigation Files	Record of fire department investigations of suspicious or incendiary fires. Includes: reports, video evidence, memoranda, diagrams, or other documentation.	Fire Chief	C+30		C+30	ARS PS 11.25	C = Until investigation is closed
F-2	EMS Incident Reports	Reports of any incident that involved Emergency Medical Services.	Fire Chief	10		10	ARS PS 11.26	
F-3	Fire Inspection/Compliance Files	Series that documents fire safety inspection before and after building construction is completed.	Fire Chief	C		C	ARS PS 11.27	C = Until building is no longer in use
F-4	Permits/Licenses Issued	Applications and permits issued by local fire authority including: open burn permits, permits relating to fireworks, storage/handling of flammable liquids or hazardous substances, or the selling of fire detection equipment	Fire Chief	C+3		C+3	ARS PS 11.28	C = Until permit expires
F-5	Violation/Complaint Files	Record of violations and complaints relating to the Fire Safety Code.	Fire Chief	C+3		C+3	ARS PS 11.30	C = Until resolution of complaint
F-6	Fire & Rescue Response Dispatch Tapes	Audio tapes of incoming calls and outgoing dispatch instructions.	Law Enforcement	30 days		30 days	ARS PS 11.31	
F-7	Fire & Rescue Response Dispatch Cards & Logs/ Alarm Response Tapes	Record of incoming calls received by the Department. Machine tape recording of alarms.	Fire Chief	3		3	ARS PS 11.32 ARS PS 11.33	
F-8	Fire & Rescue Response Alarm Response Cards	Record detailing location and appropriate response for alarms from individual boxes.	Fire Chief	C		C	ARS PS 11.34	C = Until superseded/obsolete or administrative need is met
F-9	Fire & EMS Training Files	Consists of correspondence, course descriptions, training dates and exam results.	Fire Chief	T+6		T+6	ARS PS 11.35	T = Until termination of employee or volunteer no longer active

City & Borough of Wrangell Records Retention Schedule								
Adopted by: Resolution No.								
Fire & EMS								
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
F-10	Fire Prevention Education Programs	Multimedia materials used in fire prevention education.	Fire Chief	C		C	ARS PS 11.36	C = Until superseded/obsolete or administrative need is met
F-11	Fires & Rescue Response Circuit/Radio Box Records	Test Logs	Fire Chief	1		1	ARS PS 11.37.1	
F-12	Alarms Records	Alarms Records: Record of alarm response tests conducted on all circuit, radio and location alarm boxes.	Fire Chief	L		L	ARS PS 11.37.2	L = Life of system
F-13	Equipment Inspection Records	Records of inspections for vehicles, mechanical systems, hoses, hydrants, ladders (ground and aerial), mask service information (model, serial number, purchase date, type, cubic feet of tank and service record).	Fire Chief	3		3	ARS 11.38	
F-14	Equipment Inspection Records	Mask service and ladder information	Fire Chief	C		C	ARS PS 11-38-1	C = Until replaced or no longer in service
F-15	Apparatus Accident Files	Department record of accidents involving municipal fire/rescue vehicles. May include police reports.	Fire Chief	3		3*	ARS PS 11.39	* = Retain longer if involved in litigation.
F-16	Fire Hydrant Identification Files	Record of individual fire hydrants in service	Fire Chief	C		C	ARS PS 11.40	C = Until hydrant is no longer in service
F-17	Fire & EMS - General	Fire & EMS records not previously covered	Fire Chief	3	3	6		
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City & Borough of Wrangell Records Retention Schedule								
Adopted by: Resolution No.								
Human Resources								
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
HR-1	Human Resources - Organization Charts/Salary Schedule	Organization Charts, Salary Schedules	Finance	C		C	ARS HR 6.6 ARS HR 6.7	C=Until superseded/obsolete or administrative need is met.
HR-2	Human Resources - Job Descriptions / Class Specifications	Description of specific duties for each position, Job qualifications & skills.	Finance	C		C	ARS HR 6.8 ARS HR 6.9	C=Until superseded/obsolete or administrative need is met.
HR-3	Human Resources - Grievance Case Files	Grievances filed by employees against departments, grievance forms, investigative notes, reports, correspondence and related backup	Finance	C+5		C+5	ARS HR 6.11	
HR-4	Human Resources - Collective Bargaining Negotiation Files	Letters of understanding, tentatively approved articles, proposals and counter proposals.	Borough Manager	C+1	8	C+10	ARS HR 6.12	
HR-5	Human Resources - General	Human Resources records not previously covered	Finance	3	3	6		
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City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Library

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
L-1	Circulation Records	Items borrowed	Librarian	Act	3	Act+3	3	
L-2	Circulation Statistical Reports	Statistics of circulation	Librarian	Act	3	Act+3	3	
L-3	Accession Records	Items added to the collection	Librarian	Act	3	Act+3	P	until obsolete
L-4	Discard Statistics	Items withdrawn from the collection	Librarian	1	1	Act+1	P	until obsolete
L-5	Policies and procedures	Implemented general policies	Librarian	Act	3	Act+3	P	updated periodically
L-6	Grant Files	Proposals and reports	Librarian	Act	10	Act+10	P/10 yrs.	
L-7	Vertical Files	Reference files on local history	Librarian	Ind		Ind	Retain Indefinitely	Local AK History
L-8	Automated System	Backup on local system	Librarian	Ind		Ind	P	
L-9	Patron Registration Records	Application for borrowing privileges	Librarian	Act	3	Act+3	3	until obsolete
L-10	Interlibrary Loan Records	Requests for items from other libraries	Librarian	Act		Act+1	C	
L-11	Overdue notices/Fines	Notice to patrons concerning overdues	Librarian	Act		Act+1	C	until obsolete
L-13	Endowment Records	Donation/contribution bequests	Librarian	P		P	P	
L-14	Library - General	Library records not previously covered	Librarian	3	3	6		
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City & Borough of Wrangell Records Retention Schedule								
Adopted by: <u>Resolution No.</u>								
Law								
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
LAW-1	Municipal Attorney Opinions	Legal opinions of the Borough Attorney	Borough Clerk	P		P	ARS LEG 10.1	
LAW-2	Litigation	Records related to action in civil and criminal cases and investigations, including: briefs, pleadings, evidence, reports, court proceedings, correspondence. Final Claims or Litigation Documents.	Borough Clerk	Act		Ind.	ARS L 10-3 ARS LEG 10-4	C=Until case is closed
LAW-3	Law-General	Law records not previously covered	Borough Clerk	3	3	6		
All records can be scanned and maintained electronically unless prohibited by AK Statute								

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Museum

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
M-1	Accession Records	Documenting museum accessions and may include date purchased/amount, publisher, classification code, detailed descriptions, artifact care data, etc.	Museum Director/Curator	P	na	P	ARS 18.1	P=Permanent
M-2	De-Accession Records	Items transferred, returned to donor, or disposed of.	Museum Director/Curator	P	na	P	ARS 18.2	P=Permanent
M-3	Shelf Lists, Inventories & Information Systems	Documenting repository materials.	Museum Director/Curator	C	na	C	ARS 18.4	C=Superseded/obsolete or administrative need is met.
M-4	Accreditation Files	Documenting museum accreditation	Museum Director/Curator	P	na	P	ARS 18.5	P=Permanent
M-5	Conservation Reports	Series consists of artifact conservation records. Includes survey reports, treatment reports, treatment request reports, photos, slides and negatives.	Museum Director/Curator	P	na	P	ARS 18.7	P=Permanent
All records can be scanned and maintained electronically unless prohibited by AK Statute								

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No.

Parks & Recreation

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
PR-1	Recreation Program Records	Recreation program histories and photographs, including player rosters, sponsorship forms, practice schedules, tournament seedings, permission slips, brochures, and correspondence.	Parks & Rec Director	2	3	5	ARS 17.1	
PR-2	Coach / Instructor Records	Records related to coach/instructor training and certification. Records may include instructor application, background checks, reference and training material, newsletters, and flyers.	Parks & Rec Director	2	3	5	ARS 17.2	
PR-3	Lifeguard Records	Records related to lifeguard training and certification, background checks, reference and training material.	Parks & Rec Director	2	5	7	ARS 17.2	
PR-4	Recreation Facility Records	Maintenance, compliance and monitoring of municipal facilities including community recreation buildings, pools, arenas and athletic fields. Including inspection certificates, use permits, facility applications	Parks & Rec Director	P		P	ARS 17.3	
PR-5	Maps, Plans and Drawings	Topographic features, drainage, structures, and proposed enhancement documents for Parks. Includes utility maps, easements, as built drawings.	Parks & Rec Director	P		P	ARS 17.4	
PR-6	Horticulture Project Files	Records related to landscaping, trees and flowers, including RFQ, design plans, and work orders	Parks & Rec Director	2	3	5	ARS 17.5	
PR-7	Cultural Resources Records	Activities of Cultural Resource officers/consultants: case files, reports, drawings, photographs, videos, plans, maps	Parks & Rec Director	P		P	ARS 17.7	
PR-8	Injury and Accident Reports	Injury and accident reports	Parks & Rec Director	1	6	7		
PR-9	Accounting Records	Receipts, User fee schedules	Parks & Rec Director	1	6	7		

City & Borough of Wrangell Records Retention Schedule								
Adopted by: Resolution No. _____								
Parks & Recreation								
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
All records can be scanned and maintained electronically unless prohibited by AK Statute								

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No. _____

Planning & Zoning / Economic Development

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
PL-1	Land Management - Permanent	Land Records including: Approved & Waivered Proposals; Site Selection Files (documents site selection for proposed facilities including fire service, libraries, parks, police, schools, utilities, water & sewer); Geographic Names Files (applications and backup data relating to renaming of mountains, lakes, streams and other geographic features), Road Name Changes (back up and affidavits of publication)	Borough Clerk	Act+1	P	P	ARS PZ 12.1 ARS PZ 12.6 ARS PZ 12.10 ARS PZ 12.11	
PL-2	Land Management - General	Land Classification Case/Management (classification of lands within the jurisdiction of the local government; files relating to acquisitions, sales, leases, management agreements, letters of entry, timber sales, resource sales.	Borough Clerk	Act+10		10	ARS PZ 12.3 ARS PZ 12.4	
PL-3	Conditional, Variance, Temporary Use Permits, ROW vacations, or other activities requiring public hearing	Land Use Permits that require a hearing and approval by the Commission	Economic Development Director	3	P	P		
PL-5	Meeting Documentation	All meeting documentation that is under the control of the Economic Development Director: Agendas, Action Agendas, Audio and video recordings of meetings	Economic Development Director	C + 1	8	10	ARS 2.1.25 ARS 2.2	
PL-4	Planning & Zoning - General	Planning & Zoning records not previously covered	Economic Development Director	3	3	6		

All records can be scanned and maintained electronically unless prohibited by AK Statute

City & Borough of Wrangell Records Retention Schedule								
Adopted by: Resolution No.								
Public Works								
Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
PW-1	Procurement Records	Purchase of goods and services which may include: bid specifications, requests for proposal, price quotations, bid abstracts, purchase orders/requisitions, contracts/leases, correspondence	Projects Manager	C	3	C+3	ARS PCG 5.1	C=Current Fiscal Year
PW-4	Engineer's Drawings	Maps, plats, block and street maps	PW Director	P		P		
PW-5	Projects - General	Project files not previously covered	PW Director	3	3	6		
All records can be scanned and maintained electronically unless prohibited by AK Statute								

City & Borough of Wrangell
Records Retention Schedule

Adopted by: Resolution No. _____

Waste Water

Record Series	Subjects	Description	Data Owner	Retention			Industry Standards	Comments/Notes
				Office	Storage	Total		
WW-1	Hazardous Materials/Hazardous Substances Right to Know Files	Annual Updates	PW Director	3		3	ARS PS 11.42.1	
WW-2	Waste Water - Forms	All other records consisting of detailed product/chemical identification listings supplied annually by individual employers that hold, use, or sell products considered hazardous by the USDOL, DOSH. May include material safety data sheets, emergency and hazardous chemical inventory forms, company emergency plans, inspection reports, or other mandated documentation relating to hazardous substances.	PW Director	C+7		C+7	ARS PS 11.42.2	C = As long as the employer does business in the municipality. USDOL = United States Department of Labor. DOSH = Department of Occupational Safety & Health.
WW-3	Hazardous Materials Incident Files	Records of hazardous material incidents. May include hazardous incident reports, copies of fire/rescue reports, narratives, and memoranda.	PW Director	P		P	ARS PS 11.43	
WW-4	Contingency & Emergency Services Plans	Contingency & Emergency Services Plans	PW Director	P		P	ARS PS 11.44	
WW-5	Waste Water - General	Waste Water records not previously covered	PW Director	3	3	6		

All records can be scanned and maintained electronically unless prohibited by AK Statute



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

Item d.

July 22, 2025

From: Alcohol.licensing@alaska.gov; amco.localgovernmentonly@alaska.gov;

Licensee: **Hungry Beaver Pizza, LLC**

DBA: Marine Bar

VIA email: rbw911@gmail.com

CC: None

Local Government 1: City & Borough of Wrangell

Local Government 2:

Via Email: clerk@wrangell.com

Re: Beverage Dispensary License #698 Combined Renewal Notice for 2025-2026 Renewal Cycle

License Number:	#698
License Type:	Beverage Dispensary
Licensee:	Hungry Beaver Pizza, LLC
Doing Business As:	Marine Bar
Physical Address:	640 Shakes St Wrangell, AK 99929
Designated Licensee:	Rolland Wimberly
Phone Number:	(907) 660-7014; (907) 874-3005
Email Address:	rbw911@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16th, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home

page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Kevin Richard, Director



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2025/2026 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than December 31, 2024, per AS 04.11.270, 3 AAC 305.050, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal and required fees that have not been postmarked, emailed, or submitted through AK-ACCIS by February 28, 2025, will result in expiration of the alcoholic beverage license per AS 04.11.540.
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the mandatory fees and all documents required, or the application will be returned without being processed, per AS 04.11.270.
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Doing Business As:	MARINE BAR			License #:	698
If your mailing address has changed, write the NEW address below:					
Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license unless the Optional contact is completed.

Contact Licensee:	Rolland Wimberley	Contact Phone:	907 874 3005
Contact Email:	rbw911@gmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - Renewal of Endorsement or Endorsements

Do you have an active endorsement(s) associated to the license you are renewing? If no skip to the next section.
If YES answer ONE of the below questions in the affirmative:

- I will renew ALL of my active endorsement or endorsements.
- I will NOT renew ANY of my active endorsement or endorsements.
- I want to renew one or more of my active endorsement or endorsements and I am listing here the endorsement or endorsements I do NOT want to renew.

YES NO

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Endorsement Not Renewing		Endorsement Not Renewing	
Endorsement Not Renewing		Endorsement Not Renewing	



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 4 – for Package Stores ONLY: Written Order Information

Package Stores ONLY: Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2025 and/or 2026? If so, if you have not already done so, you will need to apply for a Shipping Endorsement here: <https://accis.elicense365.com/#>

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 5 – Ownership Structure Certification

Did the ownership structure of the licensed business change in 2023/2024?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If **Yes** and you have **NOT** notified AMCO, you will need to apply for a Change of Officials here: <https://accis.elicense365.com/#>

<input type="checkbox"/>	<input type="checkbox"/>
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If **No**, certify the statement below by initialing the box to the right of the statement:

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2023 or 2024.

☐

Section 6 – License Operation

Unless you continuously operated (more than 240 hours) in 2023 or 2024, check **ONE BOX** for EACH CALENDAR YEAR that best describes how this alcoholic beverage license was operated as set forth in AS 04.11.330:

- | | 2023 | 2024 |
|---|--------------------------|--------------------------|
| 1. The license was only operated during a specified time (seasonal) each year. (Not to exceed 6 months per year)
<i>If your seasonal operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation and corresponding fee must be provided with this form, or through AK-ACCIS here: https://accis.elicense365.com/#</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was not operated at all or was operated less than the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated. You may submit this through AK-ACCIS here: https://accis.elicense365.com/#</i> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 7 - Violations and Convictions

Have any Notices of Violation been issued for this license in 2023 or 2024?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304, 3 AAC 305 or a local ordinance adopted under AS 04.21.010 in 2023 or 2024?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2). If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 8 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current, and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.
- 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 of 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.

Bolland Wimberley
Printed name of licensee

Bolland Wimberley
Signature of licensee

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Sporting Activity/Recreational Site applications must include a completed AB-36: Sporting Activity/Recreational Site Statement
Beverage Dispensary Tourism applications must include a completed AB-37: Beverage Dispensary Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier vessel applications must include a current safety inspection certificate

Manufacturer Direct Shipment Licensees must apply for renewal through the
AK-ACCIS online system here: <https://accis.elicense365.com/#>

New This Renewal- Endorsement Fee(s) and Paper Application Fee:

Endorsement renewals will require the biennial \$200.00 fee per endorsement. **Multiple Fixed Counter Endorsements** require ONE \$200.00 biennial fee regardless of how many fixed counters are attached to the license.

This paper form requires an additional submission fee of \$150.00 per 3 AAC 305.165(10).
Avoid additional fees and apply through AK-ACCIS here: <https://accis.elicense365.com/#>

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

License Fee:	\$ 2,500.00	Application Fee:	\$ 300.00	Misc. Fee:	\$
Endorsement Fee:	\$	Paper Form Fee	\$150.00 Waived-Transfer		\$
Total Fees Due:					\$ 2,800.00



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

Item d.

July 22, 2025

From: Alcohol.licensing@alaska.gov; amco.localgovernmentonly@alaska.gov;

Licensee: **Hungry Beaver Pizza, LLC**

DBA: Marine Liquor Store

VIA email: rbw911@gmail.com

CC: None

Local Government 1: City & Borough of Wrangell

Local Government 2:

Via Email: clerk@wrangell.com

Re: Package Store License #701 Combined Renewal Notice for 2025-2026 Renewal Cycle

License Number:	#701
License Type:	Package Store
Licensee:	Hungry Beaver Pizza, LLC
Doing Business As:	Marine Liquor Store
Physical Address:	640 Shakes St Wrangell, AK 99929
Designated Licensee:	Rolland Wimberly
Phone Number:	(907) 660-7014; (907) 874-3005
Email Address:	rbw911@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16th, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home

page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,
Kyle Helie, Licensing Examiner II
For
Kevin Richard, Director



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2025/2026 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than December 31, 2024, per AS 04.11.270, 3 AAC 305.050, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal and required fees that have not been postmarked, emailed, or submitted through AK-ACCIS by February 28, 2025, will result in expiration of the alcoholic beverage license per AS 04.11.540.
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the mandatory fees and all documents required, or the application will be returned without being processed, per AS 04.11.270.
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Doing Business As:	Marine Liquor Store	License #:	701
--------------------	---------------------	------------	-----

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license unless the Optional contact is completed.

Contact Licensee:	Roland Wimberley	Contact Phone:	907 874 3005
Contact Email:	rbw911@gmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - Renewal of Endorsement or Endorsements

Do you have an active endorsement(s) associated to the license you are renewing? If no skip to the next section.
If YES answer ONE of the below questions in the affirmative:

- I will renew ALL of my active endorsement or endorsements.
- I will NOT renew ANY of my active endorsement or endorsements.
- I want to renew one or more of my active endorsement or endorsements and I am listing here the endorsement or endorsements I do NOT want to renew.

YES NO

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Endorsement Not Renewing		Endorsement Not Renewing	
Endorsement Not Renewing		Endorsement Not Renewing	

**Section 4 – for Package Stores ONLY: Written Order Information**

Package Stores ONLY: Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2025 and/or 2026? If so, if you have not already done so, you will need to apply for a Shipping Endorsement here: <https://accis.license365.com/#>

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Section 5 – Ownership Structure Certification

Did the ownership structure of the licensed business change in 2023/2024?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If **Yes** and you have **NOT** notified AMCO, you will need to apply for a Change of Officials here: <https://accis.license365.com/#>

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If **No**, certify the statement below by initialing the box to the right of the statement:

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2023 or 2024.

☐**Section 6 – License Operation**

Unless you continuously operated (more than 240 hours) in 2023 or 2024, check ONE BOX for EACH CALENDAR YEAR that best describes how this alcoholic beverage license was operated as set forth in AS 04.11.330:

- | | 2023 | 2024 |
|---|--------------------------|--------------------------|
| 1. The license was only operated during a specified time (seasonal) each year. (Not to exceed 6 months per year)
<i>If your seasonal operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation and corresponding fee must be provided with this form, or through AK-ACCIS here: https://accis.license365.com/#</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was not operated at all or was operated less than the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated. You may submit this through AK-ACCIS here: https://accis.license365.com/#</i> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 7 - Violations and Convictions

Have any Notices of Violation been issued for this license in 2023 or 2024?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304, 3 AAC 305 or a local ordinance adopted under AS 04.21.010 in 2023 or 2024?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2). If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 8 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current, and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.
- 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 of 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.

Rolland Wimberley
Printed name of licensee

Rolland Wimberley
Signature of licensee

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Sporting Activity/Recreational Site applications must include a completed AB-36: Sporting Activity/Recreational Site Statement
Beverage Dispensary Tourism applications must include a completed AB-37: Beverage Dispensary Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier vessel applications must include a current safety inspection certificate

Manufacturer Direct Shipment Licensees must apply for renewal through the
AK-ACCIS online system here: <https://accis.elicense365.com/#>

New This Renewal- Endorsement Fee(s) and Paper Application Fee:

Endorsement renewals will require the biennial \$200.00 fee per endorsement. **Multiple Fixed Counter Endorsements** require ONE \$200.00 biennial fee regardless of how many fixed counters are attached to the license.

This paper form requires an additional submission fee of \$150.00 per 3 AAC 305.165(10).
Avoid additional fees and apply through AK-ACCIS here: <https://accis.elicense365.com/#>

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

License Fee:	\$ 1,500.00	Application Fee:	\$ 300.00	Misc. Fee:	\$
Endorsement Fee:	\$	Paper Form Fee	\$150.00 Waived - Transfer		\$
Total Fees Due:					\$ 1,800.00

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING
May 30, 2025, 1:15 PM
Evergreen Elementary School Room 101

School Board President David Wilson called the special meeting of the Wrangell Public School Board to order at 1:12 PM.

CALL TO ORDER

A quorum was determined with the following school board members present John DeRuyter, Liz Roundtree, and David Wilson. Angela Allen and Dan Powers were absent, excused. Also present was Superintendent Elect Dr. Joshua Garrett and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

Motion to offer Dr. Joshua Garrett a contract for the position of Superintendent of Schools beginning July 1, 2025, as presented by Liz Roundtree, seconded by John DeRuyter. Poll vote: Elizabeth Roundtree: Yes; John DeRuyter: Yes, David Wilson: Yes. Motion approved.

APPROVED THE
SUPERINTENDENT'S
CONTRACT AS
PRESENTED

Meeting Adjourned at 1:14 P.M.

ADJOURNED AT 1:14 PM


SCHOOL BOARD SECRETARY

PROCEEDINGS

MINUTES WRANGELL SCHOOL BOARD REGULAR MEETING May 21, 2025, 7:00 PM Evergreen Elementary School Room 101

School Board President David Wilson called the regular meeting of the Wrangell Public School Board to order at 7:01 PM.

CALL TO ORDER

A quorum was determined with the following school board members present John DeRuyter, Dan Powers, Elizabeth Roundtree, and David Wilson. Angela Allen arrived was absent, excused. Also present was Superintendent Bill Burr, Recording Secretary Kimberly Powell, and Student Representative Kalee Herman.

DETERMINE QUORUM

The Pledge of Allegiance was recited, led by Student Representative Kalee Herman.

PLEDGE OF ALLEGIANCE

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

**DISTRICT MISSION,
VISION, AND VALUES
CONSENT AGENDA**

Motion to approve the agenda as presented, which includes the items on the consent agenda by Dan Powers, seconded by John DeRuyter. Poll Vote: Elizabeth Roundtree: Yes; John DeRuyter: Yes. Dan Powers: Yes; Dave: Wilson: Yes. Motion approved.

- Accepted the minutes as presented:
 - April 14, 2025, Regular School Board Meeting
 - April 23, 2025, Special School Board Meeting
 - April 30, 2025, Special School Board Meeting
 - May 7, 2025, Special School Board Meeting
 - May 12, 2025, Special School Board Meeting
- Approved removing the obsolete equipment from the inventory data base as presented and offer it to the public for surplus or recycle it as appropriate
- Offered Ryan Howe a contract addendum in the amount of \$5,000.00 to serve as the Special Education Coordinator for the 2025-2026 school year
- Offered Ryan Howe a contract addendum for up to 32.5 hours at his per diem rate to teach the Special Education Extended School Year in August 2025
- Offered extracurricular contracts for the 2025-2026 school year as presented
- Reviewed the resignation of:
 - Mark Robinson, Paraprofessional
 - Jamie Wollman, Elementary Principal

Board Member Powers declared a conflict of interest on the extracurricular pay scale, stating that his wife is a coach and there would be a direct affect upon the finances of his household. President Wilson ruled that Mr. Powers does have a conflict of interest on the extracurricular pay scale.

CONFLICT OF INTEREST

President Wilson declared a potential conflict interest on the ratification of the Negotiated Agreement since his wife is a teacher, but he argued that she doesn't receive any more than any other teacher. He also said that he has a perceived conflict of interest on the extracurricular pay scale since his daughter is a coach. His household does not receive any financial benefit from her coaching and if he is not allowed to vote, there will not be enough voting members present for the motion to pass.

Mr. Wilson passed the gavel to Vice-president DeRuyter who ruled that Mr. Wilson does have a conflict of interest on the ratification of the Negotiated Agreement but does not have a conflict of interest on the extracurricular pay scale.

Mr. DeRuyter passed the gavel back to Mr. Wilson.

Mr. Wilson presented the Spirit of Youth Awards. Recipients Ander Edens and Jackson Pearson were not present to receive the awards. The Board acknowledged that Student Representative Kalee Herman is part of the T3 group that also received an award.

**SPIRIT OF YOUTH
AWARDS**

Student Representative Kalee Herman shared highlights from her written report.

**STUDENT
REPRESENTATIVE
REPORT**

Heather Howe shared an end-of-year presentation that highlighted science classes, student government, RASOR, T3 Alliance/Upward Bound, and the Shakes Glacier Survey Team.	TEACHER SHOWCASE
Mike Hoyt was acknowledged for receiving the Tlingit & Haida Inspiring Educator Award.	
There were no guests to be heard.	GUESTS TO BE HEARD
Correspondence was reviewed as presented.	REVIEWED CORRESPONDENCE
Information and Reports were accepted by unanimous consent.	INFORMATION & REPORTS
Motion to accept the award of the APEI Safety & Training Grant in the amount of \$1,131.05 by Dan Powers, seconded by John DeRuyter. Poll Vote: John DeRuyter: Yes. Dan Powers: Yes; Elizabeth Roundtree: Yes; Dave Wilson: Yes. Motion approved.	ACCEPTED THE APEI SAFETY & TRAINING GRANT AWARD
Motion to authorize the Superintendent to complete negotiations with the preferred vendor to purchase science curriculum as presented by John DeRuyter, seconded by Liz Roundtree. Motion to amend the original motion to authorize the Superintendent to complete negotiations with the preferred vendor and purchase science curriculum as presented by Dave Wilson, seconded by Dan Powers. Poll Vote on the amendment: Dan Powers: Yes; Elizabeth Roundtree: Yes; John DeRuyter: Yes. Dave Wilson: Yes. Motion approved. Poll Vote on the main motion: Dan Powers: Yes; Elizabeth Roundtree: Yes; John DeRuyter: Yes. Dave Wilson: Yes. Motion approved.	AUTHORIZED THE SUPERINTENDENT TO COMPLETE NEGOTIATIONS AND PURCHASE SCIENCE CURRICULUM
Motion to enter into a Memorandum of Understanding with the City & Borough of Wrangell regarding responsibilities for Major Rehabilitation, Major Repair, and Construction of School Facilities by John DeRuyter, seconded by Dan Powers. Poll Vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; John DeRuyter: Yes. Dan Powers: Yes; Dave: Wilson: Yes. Motion approved.	ENTERED INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY & BOROUGH OF WRANGELL REGARDING FACILITIES
Motion to accept the first reading of Board Policy 4111 [Certified Staff Recruitment and Selection], 5141.31 [Immunizations], 6161.2 [Damaged or Lost Instructional Materials and Equipment], and 7322 [Agenda/Meeting Materials] as presented by Dan Powers, seconded by Liz Roundtree. Poll vote: Kalee Herman: Yes; John DeRuyter: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes; Dave Wilson: Yes. Motion approved.	ACCEPTED THE FIRST READING OF BOARD POLICY 4111, 5141.31, 6161.2, AND 7322 AS PRESENTED
Motion to accept the second reading of Board Policy 5040 [Student Nutrition & Physical Activity], 5131.5 [Vandalism, Theft, and Graffiti], 5131.6 [Alcohol and Other Drugs], 5141.21 [Administering Medication], 5141.3 [Health Examinations], and 7320 [Meetings of the Board] for inclusion in the policy manual by John DeRuyter, seconded by Dan Powers. Poll vote: Kalee Herman: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes; John DeRuyter: Yes; Dave Wilson: Yes. Motion approved.	ACCEPTED THE SECOND READING OF BOARD POLICY 5040, 5131.5, 5131.6, 5141.21, 5141.3, AND 7320.
The School Board reviewed Board Policy 5121, Grades/Evaluation of Student Achievement.	REVIEWED BOARD POLICY 5121
Motion to accept the second reading repealing Board Policy 5125.3, Withholding Grades or Transcripts as recommended by AASB by John DeRuyter, seconded by Liz Roundtree. Poll vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes; John DeRuyter: Yes; Dan Powers: Yes; Dave Wilson: Yes. Motion approved.	ACCEPTED THE SECOND READING REPEALING BOARD POLICY 5125.3, WITHHOLDING GRADES OR TRANSCRIPTS
President Wilson passed the gavel to Vice-president John DeRuyter.	PASSED THE GAVEL
Motion to ratify the Negotiated Agreement with Wrangell Teachers' Association as presented, effective July 1, 2025, by Liz Roundtree, seconded by Dan Powers. Poll Vote: Kalee Herman: Yes; Dan Powers: Yes; Elizabeth Roundtree: Yes John DeRuyter: Yes. Motion approved.	RATIFIED THE NEGOTIATED AGREEMENT WITH WRANGELL TEACHERS' ASSOCIATION
Vice-president DeRuyter passed the gavel back to President David Wilson.	PASSED THE GAVEL
Motion to approve the extracurricular pay scale as presented, effective July 1, 2025, by Liz Roundtree, seconded by John DeRuyter. Poll Vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes John DeRuyter: Yes; David Wilson: Yes. Motion approved.	APPROVED THE EXTRACURRICULAR PAYSACLE, EFFECTIVE JULY 1, 2025

Motion to sanction Track & Field as a Wrangell High School sport with no funding for the 2025 season. All district policies and procedures must be followed by John DeRuyter, seconded by Dan Powers. Poll Vote: Kalee Herman: Yes; Elizabeth Roundtree: Yes John DeRuyter: Yes; Dan Powers: Yes; David Wilson: No. Motion approved.

**SANCTIONED TRACK AND
FIELD AS A WHS SPORT
WITH NO FUNDING FOR
THE 2025 SEASON**

Reviewed upcoming dates and meeting announcements.

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

Dan Powers said his tour season has kicked off; he's excited about all the musical opportunities in the community this month.

Board Member Roundtree told the Board that although she is stepping down from being a Girl Scout Leader, she wanted to share a summer camp opportunity for girls in Grades 2-6 happening in Wrangell this summer.

Mr. DeRuyter is excited that the Board can celebrate successful negotiations with Wrangell Teachers' Association.

Kalee Herman said that she's excited for the summer break.

President David Wilson said that the ad hoc committee has been working hard to explore long term budgeting considerations. He told everyone that he hopes they enjoy summer break after wrapping up another successful school year.

Meeting Adjourned at 8:45 P.M.

ADJOURNED AT 8:45 PM


SCHOOL BOARD SECRETARY

PROCEEDINGS

MINUTES
WRANGELL SCHOOL BOARD
SPECIAL MEETING
May 23, 2025, 8:30 AM
Evergreen Elementary School Room 101

School Board Vice-president John DeRuyter called the special meeting of the Wrangell Public School Board to order at 8:34 AM.

CALL TO ORDER

A quorum was determined with the following school board members present Angela Allen, John DeRuyter, Dan Powers, and Liz Roundtree. David Wilson. arrived at 8:36 AM. Also present was Superintendent Bill Burr and Recording Secretary Kimberly Powell.

DETERMINE QUORUM

Motion to recess into executive session to discuss a matter the immediate knowledge of which could prejudice the reputation and character of a person, more specifically to conduct interviews and select a new Superintendent of Schools. I would like to invite Mr. Burr and Mrs. Powell to a portion of the executive session by Liz Roundtree, seconded by Angela Allen. Poll vote: Dan Powers: Yes, Elizabeth Roundtree: Yes; Angela Allen: Yes, John DeRuyter: Yes, Motion approved.

RECESSED INTO
EXECUTIVE SESSION AT
8:34 AM

David Wilson arrived at 8:36 AM

BOARD MEMBER WILSON
ARRIVED

Reconvened into regular session at 1:53 PM. President Wilson stated that no action was taken in executive session.

RECONVENED INTO
REGULAR SESSION AT
1:53 PM

Motion to offer Dr. Joshua Garrett a contract for the position of Superintendent of Schools beginning July 1, 2025, pending negotiations. Mr. Casey Robinson was a close runner up. If Dr. Garrett does not accept, we would offer Mr. Robinson a contract by Dan Powers, seconded by John DeRuyter. Poll vote: Elizabeth Roundtree: Yes; Angela Allen: Yes, John DeRuyter: Yes, Dan Powers: Yes, David Wilson: Yes. Motion approved unanimously.

OFFERED DR. JOSHUA
GARRETT A CONTRACT
FOR THE POSITION OF
SUPERINTENDENT OF
SCHOOLS BEGINNING
JULY 1, 2025

Meeting Adjourned at 1:55 P.M.

ADJOURNED AT 1:55 PM


SCHOOL BOARD SECRETARY

CITY & BOROUGH OF WRANGELL

CAPITAL PROJECTS DEPARTMENT REPORT



MEMORANDUM

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

CC: MASON VILLARMA, BOROUGH MANAGER

FROM: AMBER AL-HADDAD, CAPITAL PROJECTS DIRECTOR

SUBJECT: CAPITAL PROJECTS DEPARTMENT REPORT

DATE: July 25, 2025

CAPITAL PROJECTS

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

The department currently has many active projects with a value of approximately \$84,000,000 slated for development during the FY26 budget period. Projects are in a variety of planning, permitting, design, and construction.

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

Projects in Construction/Implementation Phase

UST (Underground Fuel/Storage Tank) Decommissioning and Environmental Investigations. The field work written into the ADEC-approved work plan for the additional environmental investigations at the High School and the Public Safety Building is complete and Site Characterization Reports have been submitted to ADEC for review.

Summary of Findings for the **Public Safety Building Tank 1:**

- Three soil samples (WPST-1, WPST-3, WPST-4) showed Diesel Range Organics (DRO) and Gasoline Range Organics (GRO) above ADEC Method Two Migration to Groundwater Cleanup Levels (230 mg/kg for DRO, 260 mg/kg for GRO), but below inhalation and ingestion thresholds.
- Contamination was confined to isolated pockets near tank connections; no groundwater was encountered.
- Two additional test pit samples (WPSTP-1 and WPSTP-2) were below all applicable cleanup levels.

Recommendation to issue a site closure status of “Cleanup Complete with Institutional Controls” due to the localized nature of residual DRO exceedances, absence of groundwater impact, and site excavation constraints.

Summary of Findings for the **High School Tank 1:**

- One soil sample (WHST-2) exceeded DRO cleanup levels (9,000 mg/kg), including the Ingestion level (8,500 mg/kg), and was located directly beneath the tank’s fill connection.
- Adjacent soil boring and additional test pit (WHSTP-1) were non-detect.
- Groundwater was encountered and two temporary wells (MW-1 and MW-2) were sampled. MW-1 detected DRO at 99.4 µg/L, well below ADEC Groundwater Cleanup Level (1,500 µg/L); all other COCs were non-detect.
- Contamination appears de minimis, and additional excavation is restricted by bedrock and structural limitations.

Recommendation to issue a site closure status of “Cleanup Complete with Institutional Controls” due to the minor, isolated exceedance of DRO in soil, no groundwater impact, and impracticality of further excavation.

Water Treatment Plant Improvements. Phase II of the Water Treatment Plant is complete and the Substantial Completion Inspection is scheduled for the week of July 28th. Punch list work and recent change order work will continue until the Final Completion, the date for which is expected to change with the most recent additional of polymer dosing equipment necessary to aid in adjustments due to seasonal raw water quality changes.

A grand opening and ribbon cutting ceremony has been scheduled for August 14th at 12:00 p.m. A community wide invitation will be issued.

City Park Pavilion Replacement (Wind Damaged Pavilion). The erection of the timber-framed pavilion is on-going with no issues to report. Project completion is expected by the end of September.

High School Elevator Modernization. The elevator installation is on-going and scheduled to be complete by the end of August. During the construction bidding phase the design team decided to eliminate the hoist way sump pump requirement as we had not identified a water discharge method from the concrete hoist way shaft and agreed that this concern would be best addressed with the awarded contractor. A solution has been determined as to a manner in which the discharge water can be delivered to the wastewater system and a request for proposal for this additional work has been issued to the Contractor. A change order and associated budget amendment will be required for this work.

Meyers Chuck Harbor Replacement - Float Installation. The new floats have been received in Seattle and Pool Engineering, the construction contractor has taken possession of them there for delivery to Meyers Chuck in late August ahead of the September 1st earliest start date. PND Seattle provided for inspection of the floats upon arrival to Seattle.

Diesel Generator Unit #3 Center Section Overhaul. With the completion of the Generator Unit #1 Center Section Overhaul complete, the Borough has budgeted in the FY26 to overhaul a subsequent generator, unit #3. A sole source contract is under development Marine Systems, Inc. (MSI) to move this project forward.

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

6-Mile Deep-Water Port Environmental Site Assessment (ESA) Phase I and II. Federal grant funds will be used to pay for the cost of a Phase 2 ESA, following completion of the Phase 1 ESA, which will be covered with local funds. A FY26 capital budget amendment for this project is expected as a firm is selected and cost negotiations are finalized.

A competitive solicitation seeking proposals from environmental engineering firms is in draft form and under review by the PIDP program staff. Performance of the Phase 1 Environmental Assessment is expected in Fall 2025 following contractor selection and award. The Phase 2 work is dependent upon results from Phase 1 and subsequent work plan approval from ADEC.

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

The State Revolving Fund (SRF) loan program has offered the loan request of \$175,000 to cover the cost of an Alternatives Analysis as a fully subsidized loan. A loan application is now required. As the loan is executed, we will begin developing the Request for

Qualifications to competitively solicit proposals from engineering firms to perform this work.

Meanwhile, the Borough's \$10,000,000 request through Congressional Direct spending has been approved through the Interior and Environment Appropriations Subcommittee and will receive further review by the full House and Senate to vote on the respective appropriations bills.

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

Alder Top Village Subdivision Development, Ph II Roads and Utilities. The Contractor mobilized equipment to the project site and will commence construction the week of July 28th.

St Michael Street Roadway and Utilities Reconstruction. The Contractor is in the process of procuring materials for the project ahead of construction commencement.

Projects Advancing to Competitive Construction Bidding Phase

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

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

Projects in Planning and Design Phase

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

Wrangell Schools Renovations (includes the Stikine Middle School Roof Replacement funded in part by CDBG). The draft Request for Qualifications (RFQ) is complete and under review by the Department of Education and the Community Development Block Grant programs, as well as by the School District. As reviews are complete, the RFQ will be released for the purpose of selecting an Architectural and Engineering firm for the school renovation project.

40-Acre Deep Water Port Development. The MARAD Port Infrastructure Development Program (PIDP) has provided a NEPA complete and the grant agreement has been developed with review comments returned from the Borough. Concurrently, the draft RFQ for environmental engineering services to perform the Phase 1 and Phase 2 Environmental Site Assessment is complete and under review by the PIDP staff to begin that scope of project work. Once the PIDP grant agreement is in place, we will move to develop the RFQ for survey and engineering services for the remainder of the grant funded planning project scope of work.

Wrangell Harbor Basin Float System Replacement. We are making progress on the Wrangell Harbor Basin Float Replacement project. While the federal funding hasn't been formally reviewed by the Office of the Secretary of Transportation (OST) yet, we've been advised they can review it once a draft grant agreement is submitted. The RAISE grant team had paused preparing this agreement until the National Environmental Policy Act (NEPA) review is complete. However, recognizing that the NEPA process will take longer due to the U.S. Army Corps of Engineers' involvement with the harbor basin dredging, they've decided to start drafting the agreement now to send to OST for review. We're also continuing to meet with federal agency representatives to advance the pre-award environmental work and the U.S. Army Corps of Engineers' dredging requirements.

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

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

Skeet Range Improvements, Phase II. The Borough continues to await the grant agreement from the Alaska Department of Fish & Game Hunter Safety program. Most

recently, the FWS Regional Historic Preservation Officer (RHPO) made a finding of no historic properties affected for the project. The finding was sent over to the State Historic Preservation Officer (SHPO) for their 30-day period to concur or object. NEPA compliance is also now complete. Our grant specialist with ADF&G has updated the information for the grant agreement to be finalized. Upon receipt of the finalized agreement, it will be submitted to the Assembly for approval, accompanied by a budget amendment to incorporate the matching funds into the FY26 capital budget.

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

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

Projects with Pending Funding Requests

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

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

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

On June 9th, Senator Murkowski shared through her staff the great news that the Public Safety Building and Emergency Operations Center \$6.5M project was submitted to the Senate Appropriations Subcommittee on Agriculture, Rural Development, Food and Drug Administration, and Related Agencies. The Senator's office anticipates having an

update on whether the project is included in the Senate Agriculture appropriations bill by the August recess.

On July 24th, Senator Murkowski shared through her staff the great news that Wrangell has been approved \$10M funding for the Wastewater Treatment Plant Disinfection through the Interior and Environment Appropriations Subcommittee. This is not a final review and award, and further review of the project will follow with the full House and Senate to vote on the respective appropriations bills.

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

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

State of Alaska Legislative Capital Projects Priorities for FY 2026. The Borough submitted nine capital projects, with a total requested value of \$17,361,848 to the State Legislature for funding consideration under their FY26 capital budget. To date, no Wrangell projects have been included in the State's FY26 capital budget.

Sincerely,
Amber Al-Haddad
Capital Projects Director



CITY & BOROUGH OF Wrangell

Item c.

IRENE INGLE PUBLIC LIBRARY

MEMORANDUM

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

CC: MASON VILLARMA, BOROUGH MANAGER

FROM: SARAH SCAMBLER, LIBRARY DIRECTOR

SUBJECT: MONTHLY LIBRARY REPORT

Meeting DATE: 7/29/2025

BEHIND THE SCENES

Statistics:

During the week of July 6th, the library conducted its biannual attendance count, recording a total of **657 visitors that week**. In accordance with the Alaska State Library survey's standards for attendance tracking, daily attendance was recorded throughout the week and totaled at the end. With only one small cruise ship in port during operating hours, the majority of patrons were local Wrangell residents.

During FY25, the library offered a total of **127 individual programs**. These included Kids Club sessions, Story Times, various crafting and art classes, class visits from the schools, adult education classes, Homework Hangout, Baby Hour, and Book Club, as well as passive-style programs such as the Winter Reading Program for Grownups, the Bookmark Contest, and the Summer Reading Program.

Attendance is counted per session, meaning participants are counted each time they attend a program. For passive programs, we count one participation per person per day that they engage in that program.

Using this method, we recorded a total of **3,174 program attendees** throughout the year.

Collection Maintenance:

This month, our team has been focused on inventorying, cleaning, and repairing the library's picture book collection. Each book is scanned into our library automation system and carefully inspected for damage or cleaning needs as part of this ongoing process.

PROGRAMS

Summer Reading Program

The library's annual Summer Reading Program is in full swing, with week 8 of the 10-week program now complete. This year, 171 participants have registered, 129 have taken tests on their books, and 79 have already earned the minimum 10 points required to complete the program. Collectively, participants have read an impressive 2,313 books so far. All readers who complete the program will be invited to a celebratory pool and pizza party on Saturday, August 9th.



Reading with a Ranger:

The library is once again partnering with the U.S. Forest Service to offer this engaging program for Wrangell's youth. Pictured are children participating in a seashell animal art activity, based on the session's theme: "Alaska Animals."



Summer Kids Club:

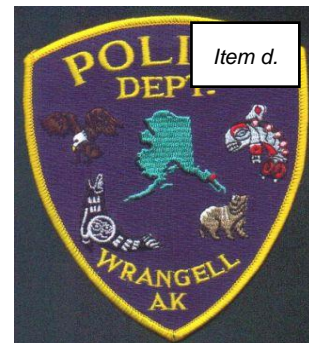
Wrangell Kids Club has continued throughout the summer at the library, with exciting new additions made possible by the Walker Foundation Grant. Participants have enjoyed exploring digital microscopes, Remote-Control Gear-Bots, Magnetic Pattern Block Builders, and more. We extend our sincere thanks to the Walker Foundation for helping enhance this valuable program.



As always, thank you to the assembly for your continued support of the library!

Sincerely,
SARAH SCAMBLER
Library Director

Chief Dale E. Meek "Gene"
Wrangell Police Department
PO Box 1168, Wrangell, Alaska 99929
907-874-3304



Date: July 23, 2025

Reference: Director's Report for Public Safety

Good Evening, just a few notes from the last month from your Police Department

New Hires:

Please welcome two new additions to the Wrangell Police Department; Correctional Officer Jordyn Buethe and Police Officer Matt Nore. They will make great additions to our Public Safety Team as we continue to move in the direction of modernization and professionalism. Both officers are native Wrangellites who have moved away but returned home. Both have experience in public safety with Officer Nore being an MP in the Army and Officer Buethe having experience as a Correctional Officer with the Arizona Department of Corrections. We are still looking at filling one more open position and have submitted the necessary application for the Department of Justice Cops for Hire Grant. This grant would be used to replace the old Lieutenant's position with a community service officer that would work out of the schools and assist with community engagement events.

School Engagements:

We have met with the new School Superintendent, Josua Garrett, on a couple of occasions. We share a common interest in school safety, and we look forward to continuing to build our relationships with the schools. Our focus early in the year will be to continue to increase our training in responding to potential threats or hostile subjects.

We will also start the planning process of providing instruction and testing for Micromobility Driver Safety.

Community Engagements:

WPD is working with JR Meek to produce a safety video to correspond with our Micromobility Ordinance and will instruct on basic safety for all devices to include pedal bikes. The video will involve our YES Program Intern and some local youth.

WPD was very active in the 4th of July Celebration. Patrol officers had a multitude of positive interactions with the public. We additionally engaged in DUI enforcement patrols. There were dozens of traffic stops made for a variety of traffic violations but..... no operator contacted was under the influence of any intoxicants. No DUI arrests were made which is WONDERFUL. The highlight of criminal activity was a drunk woman falling into the water and swimming around during the boat races in which an officer had to “fish” her out. She was turned over to sober relatives. We also had a drunk cannery worker who thought the ditch he was sleeping in was his house. That person was placed in protective custody in the Wrangell Jail and held until sober.

A monthly meeting has been established by Wrangell PD with all the Chief of the Southeast (Alaska). This monthly meeting is used to discuss common problems and provide mutual support for our region. Additional members of the group include the Alaska State Troopers, the District Attorney’s Office (recent addition), the US Coast Guard and several other federal and state agencies. Separate meetings are planned with the Coast Guard and the Southeast Alaska Cities Against Drugs (SEACAD) to discuss drug interdiction efforts.

A new cooperative effort is taking place between Petersburg PD and Wrangell PD. We are sending two patrol officers up on May 16th and 17th to assist with through Little Norwegian Festival. In return, Wrangell will receive two patrol officers for our 4th of July Festival and Boat Races. This effort has drawn interest from Sitka PD who desires to participate in future multi-agency cooperative efforts.

Modernization:

Our PD Jail camera system has crashed. We are working on solutions that will not only get the system up and running but will modernize the system to add biometric locks to the public safety building in the future that are tied into the camera system.

We continue to clean years of accumulated trash out of the building. Years of stacking old computers, broken typewriters, broken furniture, and various other non-essential items have led to 12 pickup truck bed loads of junk being removed from the public safety building. A new paint job and some new office furniture is coming quickly to the WPD Dispatch Center, the new Sergeant’s Office and the Chief’s Office.

We have two large grants that entered into the federal system before the end of July. The SS4A (Safe Streets for All) grant will focuses on updating all our computer software and blending a CAD (Computer Aided Dispatch) system with WPD and WFD report writing systems. A COPS Hire grant will be used to cover 75+% of the cost of a community service officer who will work in the schools and engage in more community programs.

We are hoping to hear back from the Alaska Homeland Security Grant Program with an approval for the purchase of a Virtual Reality Firearms Training Simulator (VR FATS). This equipment is used for better decision making in scenarios that officers in Wrangell rarely face, is a great tool for de-escalation techniques and I love using it for community engagement by allowing leaders in our community to safely experience some realistic law enforcement situations under moderate stress to demonstrate how complex law enforcement can be.

Training:

Officer Matt Nore is scheduled to attend the law enforcement training academy in Fairbanks from October to January. Corrections Officer Buethe, who has extensive training as a corrections officer in Arizona, will be attending training for Basic Telecommunicator. Corrections Officer Elijah Comstock will be attending Emergency Medical Dispatch (EMD) and with his current instructor training, will be able to teach EMD to the other Dispatchers.

We recently obtained new handgun platforms that are Glock 47s with Holosun optics and gun lights. These are modern weapon systems that will improve individual shooting. We will be at the range conducting drills and qualifying on the new handguns. We also will be qualifying on rifles after conducting some updated training techniques.

Increased Enforcement:

We are working with SEACAD and the Coast Guard in some intelligence operations on narcotics. We will continue applying the liberal application of legal, lawful pressure to those who are poisoning our community.

We have responded to several calls for service in the outlying areas of the Borough lately. With the launch of the Police Patrol Boat, we will be making patrols in the areas of Myers Chuck, Anan, Anita Bay and other remote areas to limit criminal activity and allow greater communication with the extended communities of our Borough.

We also began towing and removing vehicles/ boats/ trailers from Zimovia Highway. These vehicles meet the state statute for abandoned property as they are not operational, unregistered and not insured. Hope you enjoy the beautiful drive out to Nemo just a little bit more.

This is a Reader's Digest of your Police Department and its latest work but you should be proud of the how much effort these men and women are doing for their community.

Chief

CITY & BOROUGH OF WRANGELL

BOROUGH CLERK'S REPORT

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



TO: BOROUGH ASSEMBLY MEMBERS AND MAYOR GILBERT
FROM: KIM LANE, BOROUGH CLERK
SUBJECT: July 29th CLERK'S REPORT

Upcoming Meetings & Other Informational dates:

Other City Boards/Commissions:

Aug 14th Planning & Zoning Commission Mtg at 5:30pm in the Assembly Chambers

Other Community Events:

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

DATE	MEETING TYPE/EVENT	WS? - TOPIC	TIME	NOTES
2025-08-26	REGULAR	WS TBD	6PM REG	
2025-09-09	REGULAR	WS TBD	6PM REG	
2025-09-23	REGULAR	WS TBD	6PM REG	
2025-10-09	SPECIAL TO CERTIFY ELECTION	NO	5:30PM	
2025-10-14	REGULAR	WS TBD	6PM REG	
2025-10-28	REGULAR	WS TBD	6PM REG	
2025-11-12	REGULAR	NO	6PM REG	Will look to cancel this meeting

Please remember that there is only ONE Assembly Meeting in August.

- August 26th

2025 Local Election

Letters for the elected persons holding office for the seats below have been sent out! For this upcoming election, the following elected and appointed seats / persons terms will be expiring:

Elected Officials

Borough Assembly: Two – (3 Year Terms) *(Powell & Robbins)*

Borough Assembly: one – (1 Year *Unexpired* Term) *(Mach)*

School Board: two – (3 Year Terms) *(Wilson & Roundtree)*

Port Commission: two – (3 Year Terms) *(Davies & Yeager)*

Port Commission: one – (1 Year *Unexpired* Term) *(Silva)*

Declaration for Candidacy will be from August 1st through August 29th this year.

Appointed Officials

Planning & Zoning Commission: two (2) - three-year terms *(Henson & Hutchinson)*

Parks & Recreation Advisory Board: one (1) - three-year term *(Nore)*

Wrangell Convention & Visitors Bureau: two (2) three-year terms *(Schwartz-Yeager & Ottesen)*

Economic Development Committee: two (2) three-year terms *(Dalrymple & O'Brien)*

Letters will be mailed to those whose terms expire mid-August

Borough Property for Sale...

Industrial Property Sales: The starting bid for the remaining Industrial Lots below were reduced in cost. They are listed on the Public Surplus site.

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

LOT 9, BLOCK 66, INDUSTRIAL REPLAT	(25,849 sq. ft.)	\$51,700	\$39,165
LOT 11, BLOCK 66, INDUSTRIAL REPLAT	(16,500 sq. ft.)	\$31,400	\$25,000
LOT 12, BLOCK 66, INDUSTRIAL REPLAT	(16,500 sq. ft.)	\$31,400	\$25,000



I want to extend a HUGE thank you to Public Works Director Wetor and his team for working day and night to get the Water Treatment DAF System back up and running.

Also, thank you to Rob Marshall for taking the lead on picking up and delivering food to the crew at the Water Treatment Plant and for keeping the fish processors up to date on water levels and general updates.

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1081 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, OF THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Gene Meek, Police Chief
Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

	FY25 \$XXX
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Account Number(s):

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

Account Name(s):

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

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

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. ORD 1081.

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

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

RECOMMENDATION MOTION:
Move to Approve Ordinance 1081.

SUMMARY STATEMENT:

At the July 8, 2025 Special Assembly meeting, the Assembly approved the reintroduction of Ord 1081 with the amendment to the age requirement being reduced from 12 to 10.

There were no other changes to the Ordinance at the Special meeting.

The Assembly held a Work Session on June 24, 2025 where they heard public testimony and was provided with a version of the Ordinance that changed the proposed age limit from 14 to 12 and provided for an educational process that would be provided by the Wrangell Police Department.

Purpose & Scope

This chapter establishes regulations for the operation, equipment, parking, and enforcement of micromobility devices (e-bikes and e-scooters) within the City and Borough of Wrangell (CBW).

Licensing & Age Requirement

- Operators must be at least 12 years old and have a valid driver's license, learner's permit, or a CBW-issued micromobility device permit.
- This Ordinance provides for an educational safety course, provided by the Wrangell Police Department.

Safety Requirements

- Helmets are mandatory for anyone under 18.
- Devices must be equipped with lights, reflectors, brakes, a bell, a kickstand, and an owner label with contact info.

Speed Limit Requirements will be the posted speed limits.

Traffic & Parking

- Operators must follow traffic laws as motor vehicle drivers do, where applicable.
- Devices must be parked without obstructing pedestrians, traffic, or property.

Usage Limits

- Only one rider is allowed per e-scooter.
- Devices deemed unsafe or in violation of the law may be impounded as a public nuisance.

Parental & Owner Responsibility

- Parents/guardians can be held liable for allowing minors to violate this chapter.
- Device owners must not allow operation by anyone likely to violate the law.

Impoundment & Penalties

- Violations may lead to fines up to \$500, and immediate impoundment of the device.
- Devices not claimed within 30 days may be deemed abandoned.
- Impound fees start at \$150 plus \$10/day for storage.
- Owners may contest impoundment in a hearing before the Borough Manager.

***Per Assembly direction in the first reading of ORD 1081, some clarifying language was added to the nuisance and parental responsibility sections of the ordinance.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1081

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ADDING A NEW CHAPTER 11.39, MICROMOBILITY DEVICES, TO TITLE 11, VEHICLES AND TRAFFIC, OF THE WRANGELL MUNICIPAL CODE

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

[The changes to the existing code are shown using tract changes.]

SEC. 1. Action. The purpose of this ordinance is to add a new Chapter 11.36, Micromobility Devices, to Title 11, Vehicles and Traffic, of the Wrangell Municipal Code.

SEC. 2. New Chapter. A new Chapter 11.36, Micromobility Devices, is hereby added to Title 11, Vehicles and Traffic, in the Wrangell Municipal Code as follows:

MICROMOBILITY DEVICES

Sections:

- 11.36.010 Definitions.
- 11.36.020 Operators are required to be licensed.
- 11.36.030 Prohibited areas of operation.
- 11.36.040 Helmet required.
- 11.36.050 Required equipment.
- 11.36.060 Speed limits.
- 11.36.070 Failure to stop at the direction of a peace officer.
- 11.36.080 Traffic laws.
- 11.36.090 Parking.
- 11.36.100 E-scooters
- 11.36.110 Public nuisance and impoundment.
- 11.36.120 Parental responsibility.
- 11.36.130 Owner responsibility.
- 11.36.140 Penalty for violation and impoundment.

11.36.010 Definitions.

“CBW” means the City and Borough of Wrangell, Alaska.

“City Dock,” also known as the Cruise Ship Dock, is a t-shaped dock located at the north end of downtown adjacent to the Stikine Inn. The dock face is four hundred five (405) feet with a breast pier head of five hundred sixty-five (565) feet and an additional stern mooring dolphin two hundred twenty-five (225) feet off the northeast end of the dock.

“Electric power-assisted bicycle” or “E-bike” means a device having two (2) tandem wheels or two (2) parallel wheels and one (1) forward wheel, any two of which are not less than twelve (12) inches in diameter, that is designed to be operated by human power with the assistance of an electric motor that has a power output of not more than seven hundred fifty (750) watts that: (i) is incapable of propelling the device at a speed of more than twenty (20) miles per hour; and (ii) disengages or ceases to function when the device's brakes are applied.

“Electric power-assisted scooter” or “E-scooter” means a two (2) wheeled device that has handlebars, a floorboard that is designed to be stood upon when riding, and is powered by an electric motor that has a power output of not more than four hundred (450) watts that: (i) is incapable of propelling the device at a speed of more than fifteen (15) miles per hour; and (ii) disengages or ceases to function when the device's brakes are applied. An E-scooter may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion.

“Micromobility device” means an E-bike, E-Scooter, or any part or any combination thereof. Micromobility devices do not include vehicles that must be registered with the Alaska Department of Motor Vehicles, or mobility devices such as wheelchairs used by a person with a disability.

“Inner Harbor” is the narrow, shallow passage on the east side of Chief Shakes Island. The Inner Harbor has reserved moorage stalls ranging from seventeen (17) feet to thirty-two (32) feet. It is one of the first floating docks in Wrangell and primarily serves commercial and pleasure vessels under forty (40) feet.

“Signal” means a hand motion, audible mechanical or electronic noise device, visual light device, or combination of them, used in a manner that a reasonable person would understand to mean that a peace officer intends that the person stop.

“Wrangell Mariner’s Memorial” means the memorial site south of Heritage Harbor, adjacent to the Heritage Harbor boat launch.

11.36.020 Operators are required to be licensed.

A. No person shall operate a micromobility device on any roadway owned or maintained by the CBW unless they:

1. Are at least ten (10) years of age, and possess either:
 - i. A valid driver’s license or learner’s permit, or
 - ii. A CBW-issued micromobility device permit

B. A CBW-issued permit may be issued to individuals without a driver's license or learner's permit who:

1. Successfully complete the CBW's micromobility safety course,
2. Submit a waiver of liability and hold harmless agreement signed by a parent or legal guardian, and
3. Pass a cursory device inspection performed by the Wrangell Police Department.

C. No person shall drive or operate a micromobility device in violation of any condition or limitation of the person's driver's license or learner's permit.

11.36.030 Prohibited areas of operation.

No person shall operate a micromobility device on any of the following CBW public properties without the prior written permission of the CBW:

1. School grounds; and
2. Shooting range; and
3. Parks and playgrounds; and
4. Recreation areas; and
5. Walking/hiking trails; and
6. Sidewalks; and
7. Harbor floats, piers, fingers, docks, and ramps; and
8. Cemeteries; and
9. Wrangell Mariner's Memorial.

11.36.040 Helmet required.

It is unlawful for any person under eighteen (18) years of age to operate or drive a micromobility device on any roadway owned or maintained by the CBW, unless that person wears a certified protective helmet that is properly fitted, that is properly fastened, and that meets safety standards set by the Federal Motor Vehicle Safety Standard 218. This requirement also applies to any minor who rides in a restraining seat, trailer, backpack, or similar child restraining device, used by someone driving or operating a micromobility device. A certified protective helmet is a helmet containing a manufacturer certification stating that it meets the standards of the Federal Motor Vehicle Safety Standard 218.

11.36.050 Required equipment.

No person shall operate a micromobility device on any roadway owned or maintained by the CBW without the following equipment:

1. At least one light on the front, capable of emitting white light visible from a distance of at least five hundred (500) feet in front of the device under normal atmosphere conditions;
2. A taillight which displays a red light visible five hundred (500) feet to the rear of the device;
3. Brakes capable of causing the device to stop within twenty-five (25) feet at ten (10) miles per hour on dry, level, clean pavement;
4. Reflectors on the front and rear of the device so that the device is visible during inclement weather or darkness;
5. A bell or other audible warning device capable of being heard at a distance of at least one hundred (100) feet away;
6. A kickstand; and
7. A label that identifies the owner of the device and his or her contact information, including but not limited to phone number.

11.36.060 Speed Limits.

A. No person shall operate a micromobility device at a speed greater than the posted speed limit for the roadway or trail being used.

11.36.070 Failure to stop at the direction of a peace officer.

No person, while operating or driving a micromobility device shall fail to stop as soon as practical and in a reasonably safe manner under the circumstances when requested or signaled to do so by a peace officer.

11.36.080 Traffic laws.

The operator of a micromobility device has the same rights and is subject to the same responsibilities applicable to motor vehicle operators under the laws of the state of Alaska and the Wrangell Municipal Code, except where provisions of those laws and ordinances by their very nature can have no application to a micromobility device.

11.36.090 Parking.

Micromobility devices shall not be parked in such a manner as to obstruct or impede the movement of pedestrians or motor vehicles or to cause damage to buildings, structures, trees, scrubs, or other living plants.

11.36.100 E-scooters.

No E-scooter shall be used to carry more than one (1) person at a time.

11.36.110 Public nuisance and impoundment.

A. The primary purpose of this section is to protect the public by addressing repeated and ongoing violations of this Chapter, particularly where a micromobility device and/or its operator have demonstrated a pattern of noncompliance that constitutes a public nuisance. This section is intended to deter repeated violations, mitigate the adverse impacts of nuisance behavior, and ensure responsible use of micromobility devices. The enforcement mechanisms provided herein, including impoundment, are not intended to generate revenue for the CBW.

B. A micromobility device operated or modified in a manner that violates the Wrangell Municipal Code or Alaska state law is hereby declared a public nuisance.

C. A micromobility device that is a public nuisance may be impounded immediately by a police officer. Impoundment may be accomplished through a seizure of the micromobility device at the time the citation is issued, or pursuant to a court order. Impoundment at the time of issuance of a citation is at the discretion of the citing police officer.

D. A micromobility device operated by, or driven by, or in the actual physical control of, an individual cited for violation of this Chapter is presumed to have been so operated by the owner(s) thereof or having been operated by another person with the knowledge and consent of the owner(s). A micromobility device that is declared to be a public nuisance for which the owner(s) holds legal responsibility.

E. The owner(s) of a micromobility device may obtain the release of the device upon providing proof of ownership and payment of a \$150 impound fee with an additional \$10 per day storage fee plus any additional costs incurred during the impoundment.

F. A micromobility device that is declared to be a public nuisance shall be held in the custody of the public safety department. Any micromobility device not claimed within thirty (30) days of impoundment shall be considered abandoned and may be disposed of in accordance with WMC Section 11.72.

G. A person contesting the impoundment of a micromobility device may be heard and decided by the Borough Manager or his or her designee. Hearings before the Borough Manager or his or her designee shall take place no less than three (3) days, and no more than thirty (30) days, after a request is made. At the hearing, a person who claims an ownership interest in a micromobility device may avoid impoundment if he or she establishes by a preponderance of the evidence that:

1. The claimant had an interest in the micromobility device at the time of the alleged citation or court order;
2. A person other than the claimant was in possession of the micromobility device and was responsible for or caused the act(s) which resulted in impoundment; and
- (3) That the micromobility device was used without his or her permission.

11.36.120 Parental responsibility.

A parent or guardian of a minor violates this Chapter if he or she knowingly permits, or through failure to exercise reasonable supervision or control, allows his or her child or ward to operate a micromobility device in violation of this Chapter. A pattern of disregard, lack of supervision, or failure to correct known violations may constitute insufficient control. Indifference to the activities or whereabouts of a minor or ward shall be prima facie evidence of insufficient control. Violations of this section are subject to citation and may contribute to a determination that the device constitutes a public nuisance under Section 11.36.110.

11.36.130 Owner responsibility.

No person who owns or controls a micromobility device shall permit a person to drive or operate the device if he or she knows or should reasonably know that it is likely to be driven or operated in violation of this Chapter.

11.36.140 Penalty for violation and impoundment.

Any person violating any provision of this Chapter is guilty of an infraction and shall be punished by the fine established in the WMC 1.20.050 fine schedule if the offense is listed in that fine schedule or by a fine of up to \$500.00 if the offense is not listed in the WMC 1.20.050 fine schedule.

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____ May 13, 2025

POSTPONED IN SECOND READING: _____ May 27, 2025

REINTRODUCED IN THIRD READING: _____ July 8, 2025

PASSED IN FOURTH READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	11

ORDINANCE No. 1082 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OF-FENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Gene Meek, Police Chief
Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required: \$XXX Total

FY 24: \$	FY 25: \$	FY26: \$
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Amount Budgeted:

FY25 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. ORD 1082.

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

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

At the Assembly meeting on May 27th, the Assembly postponed this item until Ord 1081 (Micromobility) was ready for reintroduction.

RECOMMENDATION MOTION:

Move to Approve Ordinance 1082.

SUMMARY STATEMENT:

The following information remains unchanged from the May 13th Assembly meeting.

The purpose of this Ordinance is to incorporate micromobility violations into the Wrangell Municipal Code's fine schedule, an amendment to Section 1.20.050 is necessary. This section currently outlines fines for various infractions. By adding specific entries for micromobility-related offenses, enforcement becomes clearer and more consistent.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1082

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND
BOROUGH OF WRANGELL, ALASKA, AMENDING THE
MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20,
GENERAL PENALTY, IN THE WRANGELL MUNICIPAL CODE

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

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

SEC. 1. Action. The purpose of this ordinance is to amend the Minor Offense Fine Schedule in Section 1.20.050 of Chapter 1.20, General Penalty, of the Wrangell Municipal Code to add to the fine schedule the code sections relating to violations of Chapter 14.09 – Use of Port and Harbor Dumpsters.

SEC. 2. Amendment. Section 1.20.050 of the Wrangell Municipal Code is amended to read:

1.20.050 Minor Offense Fine Schedule.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the police department. If an offense is not listed on a fine schedule, the defendant must appear in court to answer the charges. The Alaska Court System's Rules of Minor Offense Procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below.

The fine amounts listed below are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010(b).

An offense listed in this schedule may not be disposed of without court appearance if the offense is in connection with a motor vehicle accident that results in the death of a person.

Section	Offense	Penalty/Fine
...		
<u>11.36.040</u>	<u>Helmets required</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.050</u>	<u>Required equipment</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.060</u>	<u>Speed limits</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.070</u>	<u>Failure to stop at the direction of a peace officer</u>	<u>\$250.00 fine for each offense</u>
<u>11.36.080</u>	<u>Traffic laws</u>	<u>\$150.00 fine for each offense</u>
<u>11.36.090</u>	<u>Parking</u>	<u>\$50.00 fine for each offense</u>
<u>11.36.100</u>	<u>E-scooters</u>	<u>\$100.00 fine for each offense</u>
<u>11.36.120</u>	<u>Parental responsibility</u>	<u>\$75.00 fine for each offense</u>
<u>11.36.130</u>	<u>Owner responsibility</u>	<u>\$100.00 fine for each offense</u>
<u>11.36.140</u>	<u>Penalty for violation and impoundment</u>	<u>\$150.00 + \$10.00 per day storage fee</u>
<u>11.65.050</u>	<u>Prohibited Conduct</u>	<u>\$250.00 fine for each offense</u>
<u>11.65.090</u>	<u>Removal or Impoundment of Devices</u>	<u>\$150.00 + \$10.00 per day storage fee</u>
<u>11.70.060</u>	<u>Penalty for violation and impoundment</u>	<u>\$150.00 + \$10.00 per day storage fee</u>
...		

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____ May 13 _____, 2025

POSTPONED IN SECOND READING: _____ May 27, 2025.

PASSED IN ITS THIRD 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>	July 29, 2025
	<u>Agenda Section</u>	13

Approval of a Lease Agreement for Lot #5 in the Marine Service Center, to Mike Nurco, DBA Stem to Stern Shipwright Services

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total

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

Amount Budgeted:

FY 20 \$XXX

Account Number(s):

XXXXXX XXX XXXX

Account Name(s):

Enter Text Here

Unencumbered Balance(s) (prior to expenditure):

\$XXX

Reviews/Approvals/Recommendations



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

Name(s)	
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XXXX	Attorney
------	----------

xxxxx	Insurance
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ATTACHMENTS: 1. Lease application form from Mike Nurco. 2. Picture of lot to be leased. 3. Lease Agreement

MOTION:

Move to approve lease agreement - Marine Service Center Lot #5 to Mike Nurco DBA Stem to Stern Shipwright Services.

SUMMARY STATEMENT: The lease has been vested by the city attorney and the city's insurance underwriter. This lease supports continued development of marine trades at the facility and aligns with the Harbor Department's goal of maximizing use of service center lots by active, marine-related businesses.

WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY LEASE AGREEMENT

This Wrangell Marine Service Center Facility Lease Agreement (this “Lease”) is entered to be effective as of the latest date indicated on page 8 of this Lease (“Effective Date”) by and between the City and Borough of Wrangell, a Unified Home Rule Borough (“Seller”), having an address at 205 Brueger St., Wrangell, Alaska 99929 (hereinafter “Lessor”), and **Michael Nurco, dba Stem to Stern Shipwright Services** (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The term "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. The Lessor and Lessee (collectively, the “Parties”) hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect from the Effective Date until June 30, 2027.

2. LEASED PREMISES

The property subject to this Lease is described as: **Boat Yard, Lot 5, parcel 02-023-740, more specifically 40 ft x 50 ft (2000 square feet) and building** (“Leased Premises”).

3. PERMISSIBLE USES

- A. Lessee shall utilize the Leased Premises only for the purpose of installing tools and equipment to operate full traditional shipwright shop and business to offer services for boat repair to fishermen, yachts, and all vessels, and to train younger people in the trade of boatbuilding and repairing vessels. Accessory uses of the Leased Premises are allowed if pre-approved in advance in writing by the Lessor and Port Commission, as applicable. Lessee shall not use the Leased Premises for any other purpose without the prior written consent of Lessor. Lessor may withhold consent to any proposed use in Lessor’s sole discretion.
- B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity at the Leased Premises.
- C. The Lessor does not warrant that the Leased Premises are suitable for the purposes sought. Lessee assumes all risks associated with the location of the Leased Premises. Lessee acknowledges that the Leased Premises are delivered to Lessee in an “AS IS, WHERE-IS” condition with all faults, with all improvements acceptable to Lessee.

4. CONDITIONS OF LEASING

- A. Lease costs will be as described in this Section 4.

Lease Rate Breakdown:

Base Land Lease: Land-only leases are charged at a rate of \$0.104 per square foot per month (as set in FY2023), with annual increases of 2% each fiscal year.

- Current land rate (FY2025): \$0.108 per sq ft × 2,000 sq ft = \$216.40/month (plus applicable tax)
- This rate is valid through June 30, 2026.

Improvement Rate: The value of the on-site improvements (\$61,100) is subject to an 8.11% annual rate of return, equating to \$412.13/month.

Total Monthly Lease: \$216.40 (land) + \$412.13 (improvements) = \$628.53/month (plus tax) with 2% annual increase.

Any additional maintenance required to safely utilize the facility will be the responsibility of the Lessee and may be charged separately as additional rent.

July 1, 2025 – June 30, 2026	\$628.53	each month
July 1, 2026 – June 30, 2027	\$641.10	each month

- B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.
- C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.
- D. Lessee shall, at its sole cost and expense, obtain and maintain during the Lease term all water, gas, heat, light, power, sewer, cable, telephone, and all other services and utilities desired by Lessee which are to be supplied to the Leased Premises, and shall be responsible for the payment of all charges due as a result of such services, together with any taxes thereon. Lessor shall not be liable to Lessee for any interruption of utility services and Lessee shall not be entitled to any rent abatement or other remedy for such interruption.

5. RENEWAL

- A. This 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 Lessor and 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 Leased Premises.
- 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 intentional acts of Lessor 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 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, as determined by Lessor, the Lessor may enter any part of the Leased Premises and perform the necessary work, repair, or maintenance. The Lessee shall reimburse the Lessor for all expenses incurred by Lessor's work, repair, or maintenance at the Leased Premises.

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, arisen, or to arise out of 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 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 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.

8. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the Leased Premises until the Lessee has obtained the insurance required under this Lease. All coverage shall be with insurance carriers licensed and authorized to do business in the State of Alaska. All coverage shall be with carriers acceptable to Lessor. The required lines and limits of insurance are as follows:

- A. **General Liability Insurance:** Lessee 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.
- B. **Motor Vehicle Liability Insurance:** Lessee 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.
- C. **Workers Compensation Insurance:** If the facility user has employees, Lessee 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.
- D. **Property Insurance:** Lessee shall procure and maintain during the life of this Agreement, Property Insurance on the Leased Premises, with limits of liability of not less than \$125,000 per occurrence combined single limit.
- E. **Additional Insured:** 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.

- F. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: “30 days advance written notice of cancellation, non-renewal, reduction and/or material change shall be

sent to: Steve Miller, Harbormaster, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929.”

- G. **Proof of Insurance Coverage:** Prior to commencement of the permitted activities described in Section 3A of this Lease at the WMSC, Lessee shall provide Lessor with certificates of insurance and/or policies, acceptable to Lessor, for each of the insurance policies described above.

9. 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 whatsoever regarding the Leased Premises, including but not limited to any representations or warranties regarding 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 and all Environmental Laws. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to operate the Leased Premises. Lessee's operation of the Leased Premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations required under any and all Environmental Laws. "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.
- 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 but not limited to nuisance described in Section 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 whatsoever.

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

10. 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 Leased Premises in any manner which might constitute a nuisance.

11. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the Leased Premises at any time during the term of this Lease, as determined by Lessor in its sole discretion. 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.

12. 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 and all liens whatsoever. If Lessee fails to pay such claims or to discharge any liens, the Lessor may do so in its sole discretion 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.

13. 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 ten (10) 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.

14. GOVERNING LAW

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

15. 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, as determined by Lessor. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

16. TERMINATION

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

17. NOTICE

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

Lessee: Michael Nurco dba Stem to Stern Shipwright Services
617 Katlian St A-6
Sitka, AK 99835

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

18. LIMITATION ON LESSOR LIABILITY

Lessor shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, or rain unless caused by, or due to, the intentional misconduct or gross negligence of Lessor or its employees. Lessor shall not be liable for interference with the light, air, or for any latent defect in the Leased Premises. In consideration of the benefits accruing under this Lease, Lessee covenants and agrees that, in the event of any actual or alleged failure, breach, or default under this Lease by Lessor the sole and exclusive remedy shall be against Lessor's interest in the Leased Premises. If Lessor is in default under this Lease, and as a consequence Lessee recovers a monetary judgment against Lessor, the judgment shall be satisfied only out of rent or other income from the Leased Premises receivable by Lessor.

19. MISCELLANEOUS

- A. This Lease cannot be assigned or subleased without prior written consent of Lessor, Port Commission and Borough Assembly. Provided, this Lease shall be binding upon and shall ensure, to the benefit of the Parties and each of their respective successors and permitted assigns.
- B. The failure of either party at any time to enforce a provision of this Lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the Lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.
- C. If any term of this Lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the Lease shall be valid and binding upon the Parties.
- D. The provisions of this Lease are and will be for the benefit of the Parties only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this Lease.
- E. In the event of a dispute under this Lease, the Lessor shall be entitled to recover its attorney fees and costs from Lessee.
- F. Lessee represents and warrants to Lessor that he is duly authorized to execute this Lease, and that this Lease constitutes the binding obligation of the Lessee.
- G. This Lease contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- H. In the event that Lessor or Lessee cannot perform any obligation of such party under this Lease by the date specified therefor because of acts of God, war, civil commotion, fire, or other casualty, or other similar cause beyond the reasonable control of such party ("Uncontrollable Events"), the time for such performance shall be automatically extended for the period of delay due to the Uncontrollable Event. However, in no event shall this Section be construed to excuse or delay the performance of any monetary obligation.

- I. Notwithstanding any specific references in this Lease to the survival of provisions, the parties agree that all provisions of this Lease that anticipate or involve obligations to be performed or satisfied after expiration or earlier termination of this Lease shall survive such expiration or termination.

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

[Signatures on following Page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to effective as of the latest date indicated below.

Date: _____, 2025

City and Borough of Wrangell, Alaska
Lessor

By: _____

Patricia Gilbert
Borough Mayor

By:

Mason Villarma
Borough Manager

Attest

By: _____

Kim Lane
Borough Clerk

Date: _____, 2025

Michael Nurco
Lessee

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____.

Notary Public for Alaska

Commission expires: _____

CITY & BOROUGH OF WRANGELL

OFFICE OF THE BOROUGH CLERK

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



Item a.

RECEIVED
JUN 05 2025
WRANGELL CITY HALL

PUBLIC LAND & TIDELANDS LEASE APPLICATION

WMC 16.08.010 - 16.08.210 & WMC 16.10.010 - 16.10.210

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

OFFICIAL USE ONLY

RECEIVED BY

DATE RECEIVED

PAYMENT

CHECK ☐

CREDIT CARD ☐

CASH ☐

Applications for tidelands leases shall be submitted to the planning and zoning and port commissions before being presented to the borough assembly for consideration. Applications for real property leases shall be submitted to the borough manager and the planning and zoning commission for review before being presented to the borough assembly for consideration.

The applicant shall provide additional information, including a development plan, designs, and specifications, as the planning and zoning and/or port commissions may request. The planning and zoning and port commissions may require the applicant to amend its development plan. All fees associated with the lease shall be paid by the applicant. Such fees include but are not limited to an application fee, survey, assessment, public notices, and recording fees.

SECTION I.

APPLICANT'S FULL NAME

EMAIL ADDRESS

PHONE NUMBER

APPLICANT'S PHYSICAL ADDRESS

APPLICANT'S MAILING ADDRESS

SECTION II.

REQUEST TO LEASE TIDELANDS OR REAL PROPERTY TIDELANDS ☐ REAL PROPERTY ☐

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

PARCEL ID NUMBER

PHYSICAL ADDRESS

LOT: #5

BLOCK: BOAT YARD SUBDIVISION:

PROPOSED TERM OF LEASE (YEARS)

YEARS

CITY & BOROUGH OF WRANGELL
PUBLIC LAND & TIDELANDS LEASE APPLICATION

Item a.

CONTINUED FROM PAGE 1

SECTION II. (CONT)

CURRENT ZONING OF PROPERTY

LOT SIZE

CURRENT USE OF PROPERTY

SECTION III.

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

STATE THE PURPOSE AND PROPOSED USE OF THE PROPERTY.

to install tools & equipment to operate full traditional shipwright shop & business to offer services for boat repair to fishermen, yachts, and all vessels. And to train younger people in the trade of boatbuilding and repairing vessels.

DESCRIBE THE IMPROVEMENTS THAT WILL BE ADDED TO THE PROPERTY.

3 phase power outlets on walls for equipment

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

START DATE: *8/1/25*

END DATE: *9-1/1/25*

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

COST: \$ *3000*

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

As the location in question is located in the boatyard property, I don't anticipate any adverse affects as listed above.

CITY & BOROUGH OF WRANGELL
PUBLIC LAND & TIDELANDS LEASE APPLICATION

CONTINUED FROM PAGE 2

Item a.

SECTION IV. ACKNOWLEDGEMENT

I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also agree to fulfill the tenants of any permits or approvals required by the City and Borough of Wrangell. I understand that incomplete applications will not be accepted and that all fees must be paid prior to review of this application.

SIGNATURE OF APPLICANT

DATE

M. J. NURCO

5/4/25

**Elsie Nolan
Center:
Museum,
Convention and
Visitor Center**

Item a.

Lot #5



**Marine Service
Center**

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1968 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO APPROPRIATE \$65,000 FROM THE GENERAL FUND RESERVES TO THE CIP FUND FOR THE ST MICHAELS STREET REHABILITATION PROJECT AND AUTHORIZING ITS EXPENDITURES

<p><u>SUBMITTED BY:</u></p> <p>Amber Al-Haddad, Capital Projects Director</p>	<p><u>FISCAL NOTE:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">Expenditure Required: \$</td> </tr> <tr> <td style="width: 33%;">FY 25: \$</td> <td style="width: 33%;">FY 26: \$65,000</td> <td style="width: 33%;"></td> </tr> <tr> <td colspan="3">Amount Budgeted:</td> </tr> <tr> <td></td> <td>\$1,248,182</td> <td></td> </tr> <tr> <td colspan="3">Account Number(s):</td> </tr> <tr> <td></td> <td colspan="2">11300 000 9999 00 11018</td> </tr> <tr> <td colspan="3">Account Name(s):</td> </tr> <tr> <td></td> <td colspan="2">St Michaels Street Rehabilitation Project</td> </tr> <tr> <td colspan="3" style="height: 40px;"></td> </tr> </table>	Expenditure Required: \$			FY 25: \$	FY 26: \$65,000		Amount Budgeted:				\$1,248,182		Account Number(s):				11300 000 9999 00 11018		Account Name(s):				St Michaels Street Rehabilitation Project				
Expenditure Required: \$																												
FY 25: \$	FY 26: \$65,000																											
Amount Budgeted:																												
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Account Number(s):																												
	11300 000 9999 00 11018																											
Account Name(s):																												
	St Michaels Street Rehabilitation Project																											

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

ATTACHMENTS: 1. Resolution No. 07-25-1968

RECOMMENDATION MOTION:
Move to approve Resolution No. 07-25-1968.

SUMMARY STATEMENT:

The Borough engaged PND Engineers to provide engineering and permitting services for the St. Michaels Street Rehabilitation project; however, the previous scopes of work for PND did not include contract administration and inspection through the construction phase.

With the project moving into construction phase, PND Engineers provided a limited services fee proposal to assist the Borough with engineering services through the construction phase, as needed.

RES 07-25-1968 requests \$65,000 be transferred from the General Fund to the St Michaels Street Rehabilitation project account to facilitate the advancement of engineering services through the construction phase a budget amendment.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 07-25-1968

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGET TO APPROPRIATE \$65,000 FROM THE GENERAL FUND RESERVES TO THE CIP FUND FOR THE ST MICHAELS STREET REHABILITATION PROJECT AND AUTHORIZING ITS EXPENDITURES

WHEREAS, the City and Borough of Wrangell, Alaska adopted the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2025–2026; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments over those amounts adopted; and

WHEREAS, \$1,248,000 has already been allocated in the FY26 Capital Budget; and

WHEREAS, the Borough wishes to retain engineering services for the project construction phase necessitating additional funding beyond current appropriations; and

WHEREAS, an additional \$65,000 is required in FY26 to cover limited Construction Administration and Inspection (CA&I) services.

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 to appropriate an additional \$65,000 from the General Fund to the St. Michaels Street Rehabilitation Project and authorize its expenditures.

Section 2. This budget amendment shall become effective upon adoption.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 29th day of July, 2025.

CITY & BOROUGH OF WRANGELL, ALASKA

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

Approval of Amendment No. 2 to the Professional Services Agreement with PND Engineers for the St Michaels Street Rehabilitation Project

SUBMITTED BY:

Amber Al-Haddad, Capital Projects Director

FISCAL NOTE:

Expenditure Required: \$64,951.40

FY 24: \$	FY 25:	FY26: \$64,951.40
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Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. PND Engineers Professional Services Fee Proposal dated July 15, 2025; 2. Project Funding and Expense Report

RECOMMENDATION MOTION:

Move to approve Amendment No. 2 to the Professional Services Agreement with PND Engineers for the St Michaels Street Rehabilitation Project.

SUMMARY STATEMENT:

The Borough engaged PND Engineers to conduct the survey for the St. Michaels Street Rehabilitation aiming for a 2025 construction start. Given the project's complex construction requirements, the

Borough subsequently requested a proposal for engineering design and assistance with permitting as well. Amendment 1 optimized resources to minimize costs by incorporating the professional services for the McKinnon Street Rehabilitation into the current funding; however, the previous scopes of work for PND did not include contract administration and inspection through the construction phase.

Staff have requested a Time and Expense, Not-to-Exceed, fee proposal from PND Engineers to add Construction Administration and Inspection services for this project. PND has provided this fee proposal with the limited scope of services outline under their attached July 15, 2025 fee proposal.

Staff recommends approval of Amendment 2 to the existing Professional Services Agreement with PND Engineers, in the amount of \$64,951.40, for the St. Michaels Street Rehabilitation Project. This amendment will facilitate the advancement of engineering services through the construction phase.

Attached is the Fee Proposal from PND as well as the Project Funding and Expense Report for the St Michaels Street Rehabilitation Project.



ENGINEERS, INC.

Item c.

July 15, 2025

252012

Amber Al-Haddad
Capital Projects Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

SUBJECT: ST. MICHAEL'S STREET RECONSTRUCTION PROJECT, CA SERVICES FEE PROPOSAL

Dear Amber,

Thank you for the opportunity to provide this fee proposal for CA services on the St. Michael's Street Reconstruction Project. CBW has contracted with Marble Construction to construct the Project. You requested PND provide a fee proposal to support CBW construction administration on a time and expenses basis.

PND will perform CA tasks as described below and as requested by CBW, including:

- Attend pre-construction meeting and progress meetings with the contractor. Develop agendas, keep and distribute minutes. Weekly construction meetings for 14 weeks are assumed.
- Provide CA support and coordination with contractor and CBW; RFIs, change orders, DCVRs RFPs Field orders, notices, documentation schedule control, pay requests reviews.
- Complete Submittal Reviews.
- Consult with the Borough regarding construction progress and quality. CBW will perform construction inspection.
- Assist with solutions to resolve technical and contractual issues; perform construction engineering as needed.
- Perform substantial completion inspection with CBW inspector, develop and distribute substantial completion punch list. Assumes a day trip from CA manager and engineer of record.
- Develop record drawings produced with as-builts provided by the Contractor and field observations performed by CBW.

We will perform this work in coordination with CBW on a time and expenses basis not to exceed **\$64,951.40** based on our 2025 billing rates. Expenses will be invoiced at cost plus 10% administrative fee. PND will not exceed this amount without written authorization from CBW. A spreadsheet detailing our estimated tasks and fees is attached.

We appreciate the opportunity to provide these services to CBW and look forward to working with you on this important project.

Sincerely,

PND Engineers, Inc., Juneau Office

Tyler Bradshaw, PE
Principal Engineer



PND Engineers, Inc.
City and Borough of Wrangell
St. Michael's Street Reconstruction
Limited CA Services Fee Proposal
July 15, 2025

1			Senior Engineer VI	Senior Engineer II	Staff Engineer IV	Staff Engineer III	Staff Engineer II	Senior Surveyor III	Survey Tech. II	Technician VI	Technician V	CAD Designer V	Line Total	Task Subtotal Costs	
Subtask	Description of Services		\$240.00	\$177.00	\$147.00	\$140.00	\$129.00	\$170.00	\$112.00	\$169.00	\$147.00	\$134.00			
SMR CA Support															
1.1	Project Management: Team Management, correspondence, scheduling, budget controls, invoicing, reports, contract management, clerical.		12	2						6			\$4,248	\$62,032.00	
1.2	CA - CBW and contractor coordination, notices, documentation, schedule control, pay requests.		20	120									\$26,040		
1.3	Pre-Construction Conference, Agenda and Minutes		2	4									\$1,188		
1.4	Progress Meetings, Agenda, Minutes Assume weekly meetings for 14 weeks		8	24									\$6,168		
1.5	Submittals		4	20		10							\$5,900		
1.6	Construction Engineering, CO's, DCVRs, RFPs, FOs		4	20		4						12	\$6,668		
1.7	Inspections, field notes and reporting, assume one interim site visit, QA.		2	14									\$2,958		
1.8	Substantial and Final Inspections, Punch Lists - Assume one Site Visit		12	14									\$5,358		
1.9	As-builts and Closeout Documentation		2	8								12	\$3,504		
1.10													\$0		
1.11													\$0		
1.12													\$0		
1.13													\$0		
1.14													\$0		
1.15													\$0		
Total Estimated Man-hours			66	226	0	14	0	0	0	6	0	24			
Estimated Third Party Expenses			Description									Quantity	Unit Cost	Line Total	\$2,919.40
Expenses															
Misc.			Reproduction and Misc. Consumables								1	\$200	\$200		
PND Travel			Air fare								3	\$500	\$1,500		
PND Travel			Lodging, per night								0	\$0	\$0		
PND Travel			Vehicle Rental								3	\$200	\$600		
PND Travel			Per Diem, Days								3	\$118	\$354		
													\$0		
Administrative Fee			Expenses Markup								1	10%	\$265		
Subcontractor Fees															
Sub 1			Electrical Engineering Services								0	\$0	\$0	\$0.00	
Sub 2			Architectural Design Services								0	\$0	\$0		
Sub 3			Mechanical Engineering Services								0	\$0	\$0		
Sub 4			Survey Services								0	\$0	\$0		
Administrative Fee			Subcontractor Markup								1	10%	\$0		
SMR CA Support Total														\$64,951.40	

Project Funding Approved to Date		AMOUNT	TOTALS
	FY25 Capital Budget - Project Funding Approval (Value of the approved FY25 \$300,000 utilized)	\$ 153,046.30	
	FY26 Capital Budget - Project Funding Approval	\$ 1,100,000.00	
	Resolution No. 07-25-1957	\$ 148,182.00	
	Resolution No. 07-25-1961	\$ 65,000.00	
	Total Design and Construction Phases Funding Approved to Date	\$ 1,466,228.30	\$ 1,466,228.30
Professional Services Contract with PND Engineers		AMOUNT	
Original Contract	Survey of St Michaels Street Rehabilitation	\$ 28,395.70	
Amendment 1 - Task 1	Enginerering Design of St Michaels Street Rehabilitation	\$ 111,736.60	
Amendment 1 - Task 2	Survey of McKinnon Street Rehabilitation	\$ 12,914.00	
Amendment 2	Construction Administration and Inspection Services	\$ 64,951.40	
	Total Professional Engineering Services Costs to Date	\$ 217,997.70	\$ (217,997.70)
Construction Services Contract with Marble Construction			
Original Contract	Award based on Bid Amount	\$ 1,248,182.00	
		\$ 1,248,182.00	\$ (1,248,182.00)
Balance of Project Funds Approved to Date			\$ 48.60

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

Approval of a Purchase and Sale Agreement Between the CBW and Jiaying Lu

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. Lu PSA

RECOMMENDATION MOTION

Move to approve a Purchase and Sale Agreement between the City and Borough of Wrangell and Jiaying Lu.

SUMMARY STATEMENT

The Assembly previously approved the sale of six adjacent lots in Block 49 (former hospital site) with a three-year time-to-build requirement (Resolution No. 06-25-1946). In support of this

development, the Borough has negotiated a Real Estate Purchase and Sale Agreement (PSA) with the purchaser, Jiaying Lu, that includes:

- A purchase price of \$316,800 based on an independent appraisal.
- A three-year time-to-build condition, starting upon successful rezoning to multi-family residential.
- A limited property tax incentive, deferring property taxes on improvements for up to five years after construction, contingent on meeting the build requirement. Land value remains taxable at all times.

The PSA formalizes the terms of sale, establishes contingencies for access and rezoning, and provides enforcement measures, including liquidated damages for failure to meet the construction timeline.

RECOMMENDATION:

Approve the Real Estate Purchase and Sale Agreement as presented to facilitate housing development in Wrangell while protecting the Borough's financial and policy interests.

REAL ESTATE PURCHASE AND SALE AGREEMENT

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

RECITALS

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

WHEREAS, Purchaser has agreed to a three-year time-to-build requirement and an access agreement contingency pursuant to the terms of the Assembly approval in Resolution No. 06-25-1946; and

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

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

AGREEMENT

Section 1.01 Sale of the Property. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following described unimproved real property (the "**Property**"):

Lots 2, 3, 4, 5, 8, and 9, Block 49, according to Plat No. 68-81, Wrangell Townsite, filed in the Wrangell Recording District, First Judicial District, State of Alaska, being further identified by Parcel Numbers 02-031-357, 02-031-359, 02-031-361, 02-031-363, 02-030-250, and 02-030-252.

Section 2.01 Purchase Price and Terms of Payment. The Purchase Price for the Property shall be Three Hundred and Sixteen Thousand Eight Hundred and 00/100 Dollars (\$316,800.00) as further described in the appraisal report attached hereto as *Exhibit A*. The Purchase Price shall be paid by Purchaser as follows:

(a) The Purchase Price shall be paid to Seller on the Closing Date, simultaneously with the delivery of a quit claim deed, by federal funds, wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Seller.

(b) Purchaser expressly acknowledges that Purchaser's obligations to pay the Purchase Price and otherwise consummate the transaction contemplated in this Agreement

are not in any way conditioned upon Purchaser's ability to obtain financing of any type or nature whatsoever, whether by way of debt financing, equity investment, or otherwise.

Section 2.02 Limited Tax Deferral. With the limited exception of the tax deferral listed immediately below in subsection a, the Property and improvements shall be subject to the usual and customary Borough property taxes and special assessments following Closing:

(a) Borough property taxes and special assessments attributable to the Property shall be deferred for a period not to exceed five (5) years, commencing upon the Purchaser's satisfaction of the time-to-build requirements set forth in this Agreement. This deferral is contingent upon the Purchaser meeting the three (3) year time to build requirements set forth in this Agreement. Failure to meet the time-to-build criteria will void any right to the improvement tax deferral.

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

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

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

Section 4.01 Seller's Contingencies. This Agreement may be executed and the transactions contemplated in this Agreement may be consummated, pursuant to the terms of the Assembly approval in Resolution No. 06-25-1946.

Section 5.01 Closing Date. The consummation of the sale by Seller and the purchase of the Property by Purchaser (the "**Closing**") shall be held on or before August 13th, 2025 or at such other date as agreed upon by the Parties (the "**Closing Date**"). There shall be no requirement that Seller and Purchaser physically meet for the Closing unless the Parties hereto mutually agree otherwise.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall obtain or execute and deliver or cause to be delivered to Purchaser, the following documents, items, or things, all of

which shall be duly executed, acknowledged, and notarized where required by Seller, as appropriate:

- (a) One (1) original Quit Claim Deed (the "**Deed**") for recording in the Wrangell Recording District;
- (b) A copy of the resolution of the members of the Assembly of the City and Borough of Wrangell authorizing this Agreement and the transactions contemplated hereby; and
- (c) All other documents (a) as may be reasonably requested by Purchaser or the Title Company to consummate this Agreement and the transactions contemplated by this Agreement.

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

- (a) The Purchase Price as set forth in Sections 2.01 and 2.02;
- (b) Access agreement substantially in the form attached hereto as *Exhibit B*;
and
- (c) All other documents (a) as may be reasonably requested by Seller or the Title Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs and Apportionments. Purchaser shall pay: (a) all document recording charges; (b) all costs associated with the requirements of the Wrangell Municipal Code for the sale of Seller's property, including but not limited to an appraisal of the Property, publishing public notices, and recording fees; (c) all costs associated with any financing Purchaser may obtain to consummate the Property's acquisition; (d) all costs and expenses related to Purchaser's due diligence investigations; and (e) all legal and professional fees and costs of attorneys and other consultants and agents retained by Purchaser. All fees shall be identified on the Settlement Statement prepared by the Borough Clerk's Office. This Section 5.04 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 6.01 Property Sold "AS IS, WHERE IS, AND WITH ALL FAULTS." Except as expressly set forth in this Agreement to the contrary, Purchaser is expressly purchasing the Property in its existing condition, "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and Seller has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Purchaser for same. Seller has specifically bargained for the assumption by Purchaser of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts, violations, employees, and all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. Purchaser has undertaken all such investigations of the Property, laws and regulations, rights facts, leases, and violations, as

Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Purchaser is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, attorneys, and officers. Purchaser is and shall be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and, by reason of all the foregoing, Purchaser assumes the full risk of any and all loss or damage.

Section 6.02 No Warranty or Other Representation. Except as expressly set forth in this Agreement to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever, including without limitation, warranties of habitability and fitness for a particular purpose, whether expressed or implied including, without limitation warranties or representations with respect to the Property. Except as is expressly set forth in this Agreement to the contrary, Purchaser acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or any of Seller's officials, employees, or agents, with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order. Seller makes no warranty or representation that any proposed development, construction, land use, or activity on the Property by Purchaser or any other party or entity will be authorized or permitted by the City and Borough of Wrangell or any other governmental authority.

Section 6.03 Environmental Laws/Hazardous Materials. Seller makes no warranty or representation with respect to the presence of Hazardous Materials on, above, or beneath the Property or any parcel in proximity thereto or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to cause Seller to be joined in any action brought under any Environmental Laws.

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

(b) As used herein, the term "**Environmental Laws**" means: all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time-to-time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protections of human health, safety, the environment, and natural resources, including without limitation, ambient air, surface

water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§300f et seq.) any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

Section 6.04. Release of all Claims by Purchaser. Purchaser is relying solely upon Purchaser's own knowledge of the Property based on its own investigation, inspection, and due diligence of the Property in determining the Property's value and physical condition and Purchaser agrees that it shall, subject to the express warranties, representations, and conditions, if any, contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Agreement to the contrary, Purchaser releases Seller and its respective successors and assigns from and against any and all claims which Purchaser or any party related to or affiliated with Purchaser (each a "**Purchaser-Related Party**") has or may have arising, arisen, or to arise out of or referring or relating in any way to the Property. Neither Purchaser, nor any Purchaser-Related Party shall look to Seller, or its successors and assigns in connection with the foregoing for any redress or relief. This release of all claims shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

Section 6.05 Survival. The provisions of Section 6 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 7.01 Limited Representations and Warranties of Seller. As of the Effective Date, Seller hereby represents and warrants to Purchaser as follows, each of which is being relied upon by Purchaser, shall be deemed to be restated as of the Closing, and shall survive Closing and not merge into any of the documents executed or delivered at the Closing:

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

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

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

(d) **Compliance with Laws.** Seller has not received written notice alleging any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

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

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

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

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

(i) **Possession.** No third party is entitled to possession or use any portion of the Property.

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

may adversely affect in any material respect, the business, operation, financial or other condition of Seller or the ability of Seller to perform its obligations under any instrument delivered by Seller to Purchaser in connection with the transactions contemplated herein.

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

(a) **Description.** Purchaser has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

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

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

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

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

Section 8.02 Conditions Precedent to Purchaser's Obligations. The obligations of Purchaser hereunder to consummate the transactions contemplated hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing, any of which may be waived by Purchaser in its sole discretion by written notice to Seller at or prior to the Closing Date:

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

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

In the event any condition in this Section 8.02 has not been satisfied (or otherwise waived in writing by Purchaser) prior to or on the Closing Date, Purchaser shall have the right to terminate this Agreement by written notice to Seller given prior to the Closing, and except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement.

Section 8.03 Conditions Precedent to Seller's Obligations. The obligations of Seller hereunder to consummate the transactions contemplated hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing (or at such earlier time as may be provided below), any of which may be waived by Seller in Seller's sole discretion by written notice to Purchaser at or prior to the Closing Date:

(a) Purchaser shall have paid and Seller shall have received the Purchase Price, in the manner provided for in this Agreement; and

(b) Purchaser shall have delivered all of Purchaser's Closing deliverables hereunder, including but not limited to the Access Agreement.

Section 8.04 Conditions Subsequent to Purchaser's Obligations. The obligations of Purchaser hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions subsequent, any of which may be waived by Seller in Seller's sole discretion by written notice to Purchaser:

(a) Purchaser shall complete all construction within three (3) years of the date whereby the Property is rezoned multi-family residential (MF) in accordance with the terms of the Assembly approval in Resolution No. 06-25-1946 a copy of which is attached hereto as *Exhibit C* and incorporated by reference as if fully set forth herein.

Section 8.05 Conditions Subsequent to Seller's Obligations. The obligations of Seller hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions subsequent, any of which may be waived by Purchaser in Purchaser's sole discretion by written notice to Seller:

(a) In the unlikely event the Planning and Zoning Commission and/or Assembly fails to approve a rezone of the Property from open space to multi-family residential, and Purchaser tenders a Quit Claim deed to Seller, Seller may in its sole discretion repurchase the Property from Purchaser in accordance with terms and conditions mutually agreed to by the Parties.

Section 8.06 Remedies. The Parties agree that it would be difficult to determine the actual damages resulting from a breach of Section 8.04 and agree that a reasonable liquidated

damages amount for Seller to recover is Five Thousand Five Hundred (\$5,500) for each year Purchaser fails to satisfy the time to build requirements set forth in this Agreement. . All sums payable as liquidated damages shall be payable in full as of the date such sum is calculated by Seller. It is understood and agreed that no failure or delay by Seller in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement. The aforementioned remedy of liquidated damages is cumulative and is in addition to any other remedies, damages, and relief as may be available under applicable law.

Section 8.06. Survival. This Section 8 shall survive the Closing or any termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by casualty, neither Party shall have the right to cancel this Agreement. Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such casualty (less any sums expended by Seller for repair or restoration through the Closing Date) shall be assigned to Purchaser at the Closing. Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by such casualty.

Section 10.01 No Assignment. This Agreement and all rights and obligations hereunder or any portion thereof shall not be assignable by Seller or Purchaser, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any transfer or assignment in violation hereof shall be null and void and of no force or effect.

Section 11.01 Seller's Indemnification. Following the Closing, Seller shall indemnify, defend, and hold Purchaser harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses ("**Losses**"), arising out of, or in any way relating to, (a) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement or in any Closing Document and (b) any breach of any covenant of Seller contained in this Agreement which survives the Closing or in any Closing Document. The representations, warranties and covenants contained in this Agreement and the Closing Documents shall survive Closing.

Section 11.02 Purchaser's Indemnification. Following the Closing, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses ("**Losses**"), arising out of, or in any way relating to, (a) any breach or inaccuracy of any representation or warranty of Purchaser contained in this Agreement or in any Closing Document and (b) any breach of any covenant of

Purchaser contained in this Agreement which survives the Closing or in any Closing Document. The representations, warranties and covenants contained in this Agreement and the Closing Documents shall survive Closing.

Section 12.01 Delivery of Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by nationally recognized overnight courier (that provides a signed receipt in confirmation of delivery) or by confirmed electronic transmission (provided that a hard copy is sent via one of the other methods set forth in this Section 12.01 simultaneously therewith), or sent by U.S. certified mail, return receipt requested, postage prepaid, to the addresses or by electronic addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

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

PURCHASER _____

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

Section 13.01 Remedies.

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

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

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

(d) **Survival.** The provisions of this Section 13 shall survive the termination of this Agreement and the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 14.01 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising, arisen, or to arise out of this Agreement shall be brought and determined in the state courts of the state of Alaska, First Judicial District at Wrangell.

Section 14.02 Survival. Except as otherwise provided in this Agreement to the contrary, the terms, representations, conditions, and provisions of this Agreement shall survive the Closing and not merge into any of the documents executed or delivered at the Closing.

Section 14.03 Time Periods. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or holiday, then such time period shall be automatically extended to the next regularly scheduled weekday that is not a holiday ("**Business Day**").

Section 14.04 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

Section 14.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the

Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Alaska and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.07 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 14.08 Time of the Essence. The Parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 PM on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 14.09 Possession. Full and exclusive possession of the Property shall be delivered by Seller to Purchaser following Closing on the Closing Date.

Section 14.10 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 14.11 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the Parties, it being mutually acknowledged and agreed that Seller and Purchaser and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Section 14.12 General Provisions. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon Seller or Purchaser unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender shall include all genders, and all references herein to the singular shall include the plural and vice versa.

Section 14.13 Attorney's Fees. If Purchaser or Seller brings an action at law or equity against the other in order to enforce the provisions of this Agreement or as a result of an alleged default under this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorney's fees actually incurred from the other.

Section 14.14 Effective Agreement. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart of this Agreement has been executed and delivered by each party hereto.

Section 14.15 Waiver of Trial by Jury. Seller and Purchaser each hereby knowingly and unconditionally waive any and all right to demand a jury trial in any action for the interpretation or enforcement of this Agreement.

Section 14.16 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. This Agreement may be executed by any electronically transmittable means (e.g. facsimile, scanned .pdf, or any electronic signature software technology such as DocuSign).

Section 14.17 No Recordation. This Agreement shall not be recorded.

Section 14.18 No Brokers or Licensee Relationships. The Parties represent to each other that there are no brokers or licensees involved in the transaction and each Party agrees to indemnify, defend, and hold harmless the other Party from claims of any person for brokerage or finder's fees or commissions based upon any agreement or understanding alleged to have been made by any such person in connection with this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASER:

JIAYING LU

SELLER:

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

By:_____

Name: Patty Gilbert

Title: Mayor

By:_____

Name: Mason Villarma

Title: City Manager

EXHIBIT A

Appraisal

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

ORDINANCE No. 1088 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 3.04.080 – REGULAR MEETINGS AND SECTION 3.05.020 – ORDER OF BUSINESS IN THE WRANGELL MUNICIPAL CODE

<p><u>SUBMITTED BY:</u></p> <p>Kim Lane, Borough Clerk</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required: \$XXX Total</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Fiscal Year (FY):</td> <td style="width: 50%;">Amount: \$</td> </tr> </table> <p>Amount Budgeted:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">FY:</td> <td style="width: 50%;">\$</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%;">Enter Text Here</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%;">\$XXX</td> <td style="width: 50%;"></td> </tr> </table>	Fiscal Year (FY):	Amount: \$	FY:	\$	XXXXXX XXX XXXX		Enter Text Here		\$XXX	
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<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

ATTACHMENTS: 1. Ordinance No. 1088

RECOMMENDATION MOTION:

Move to Approve first reading of Ordinance 1088 and move to a second reading with a Public Hearing to be held on August 26, 2025.

SUMMARY STATEMENT:

This Ordinance is being brought forward to change the start time for Regular Assembly meetings from 6pm to 5:30pm.

If a Work Session is scheduled before the regular meeting, the Work Session will be from 5:30pm to 6:30pm and the regular meeting will begin at 6:30pm.

CITY AND BOROUGH OF WRANGELL, ALASKA
ORDINANCE NO. 1088

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH
OF WRANGELL, ALASKA, AMENDING SECTION 3.04.080 – REGULAR
MEETINGS AND SECTION 3.05.020 – ORDER OF BUSINESS IN THE
WRANGELL MUNICIPAL CODE

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

SEC. 1. Action. Section 3.04.080 – Regular Meetings and Section 3.05.020 –
Order of business, are hereby amended in the Wrangell Municipal Code as follows:

3.04.080 Regular meetings.

...

B. The meetings shall be held at ~~7:00~~5:30 p.m. in the assembly chambers, City Hall, Wrangell.

...

3.05.020 Order of business.

A. Call to Order. The mayor shall call the meeting to order at ~~6:00~~5:30 p.m. in the Borough
Assembly Chambers. If a work session is scheduled preceding the regular assembly meeting,
publication shall be made on the website and posted at City Hall and the post office that the regular
assembly meeting shall begin at ~~7:00~~6:30 p.m.

...

SEC. 2. Severability. If any provision of this ordinance, or any application thereof
to any person or circumstances is held invalid, the remainder of this ordinance and the application
to all other persons or circumstances shall not be affected thereby.

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

SEC. 4. Effective Date. This ordinance shall be effective upon adoption.

PASSED IN FIRST READING: _____, 2025

PASSED IN SECOND READING: _____, 2025

Patricia Gilbert, Borough Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

ORDINANCE No. 1089 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 1.20.010 – PROCESS FOR INTRODUCING AND ADOPTING ORDINANCES, IN THE WRANGELL MUNICIPAL CODE

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☒

Attorney

☐

Insurance

ATTACHMENTS: 1. ORD 1089

RECOMMENDATION MOTION

Move to approve first reading of Ordinance No. 1089 and move to a second reading with a Public Hearing to be held August 26, 2025.

SUMMARY STATEMENT

This Resolution amends section 1.12.010 – Process for introducing and adopting ordinances so that it clearly states the order in which an ordinance is adopted.

Right now, it is semi-clear however, adding the language for when it is introduced and then the Public Hearing following makes it clearer.

Also, this would allow the Clerk to print off adopted ordinances for the public, if a public member requests it.

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 1089

AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING SECTION 1.20.010 – PROCESS FOR INTRODUCING AND ADOPTING ORDINANCES, IN THE WRANGELL MUNICIPAL CODE

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

Amendments to the code will be shown below in tracked changes.

SEC. 1. Action. The purpose of this ordinance is to amend Section 1.12.010 – Process for introducing and adopting ordinances in the Wrangell Municipal Code.

SEC. 2. Amendment. Section 1.12.010 – Process for introducing and adopting ordinances is hereby amended in the Wrangell Municipal Code as follows:

...

C. An ordinance shall be introduced in its first reading at a regular or special assembly meeting and set for public hearing by the affirmative vote of the majority of the membership present. A summary of the ordinance and the time and place of the hearing shall be published by the clerk. The notice shall be published not less than five days prior to the date of public hearing in accordance with AS 29.25.020 and 29.71.800.

D. Copies of the ordinance must be available to all persons present by means of an available link to the packet. ~~or the ordinance must be read in full.~~ The assembly shall hear all interested persons wishing to be heard.

E. After the public hearing the assembly shall consider the ordinance and may adopt it with or without amendment.

F. The clerk shall make printed copies of adopted ordinances available, if requested. Each ordinance after adoption shall be codified.

SEC. 3. Effective Date. This ordinance shall become effective immediately upon adoption.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Borough Mayor

ATTEST:

Kim Lane, MMC Borough Clerk

PASSED IN FIRST READING: _____, 2025.

PASSED IN SECOND READING _____, 2025.

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1965 AUTHORIZING THE ISSUANCE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE AND REFINANCE PORT AND HARBOR IMPROVEMENTS; CREATING A LIEN ON NET REVENUE OF THE PORT FUND FOR THE PAYMENT OF THE BONDS; AND ESTABLISHING COVENANTS OF THE BOROUGH RELATED TO THE BONDS.

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. RES 07-25-1965

RECOMMENDATION MOTION

Move to approve Resolution No. 07-25-1965.

SUMMARY STATEMENT

To finance significant improvements to Wrangell's port facilities, the Borough proposes to adopt a Master Port Revenue Bond Resolution and two accompanying Series Resolutions. Together, these actions establish the legal framework for issuing port revenue bonds and authorize specific bond issuances for priority projects.

What These Resolutions Do:

Master Port Revenue Bond Resolution – Establishes the structure, covenants, and security provisions for the issuance of port revenue bonds payable solely from net revenues of the Port Fund. This resolution does not specify an amount, allowing for multiple series of bonds under its terms.

Resolution No. 07-25-1966 – Authorizes issuance of Port Revenue Bonds in an amount not to exceed \$5,000,000 to finance construction of new infrastructure supporting barge and freight services at the Port of Wrangell.

Resolution No. 07-25-1970 – Authorizes issuance of Port Revenue Bonds in an amount not to exceed \$4,000,000 to finance downtown waterfront and municipal dock expansion, improving capacity and enhancing waterfront amenities.

Impact:

Approval of these resolutions will allow the Borough to access revenue bond financing for critical port and waterfront infrastructure projects that strengthen Wrangell's marine transportation network and support long-term economic development.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 07-25-1965

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE ISSUANCE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE AND REFINANCE PORT AND HARBOR IMPROVEMENTS; CREATING A LIEN ON NET REVENUE OF THE PORT FUND FOR THE PAYMENT OF THE BONDS; AND ESTABLISHING COVENANTS OF THE BOROUGH RELATED TO THE BONDS.

WHEREAS, the City and Borough of Wrangell, Alaska (the "Borough"), is a municipal corporation duly organized as a unified home-rule borough under Title 29 of the Alaska Statutes and under the provisions thereof has the power to issue revenue bonds for a public enterprise of the Borough where the only security is the revenue of the public enterprise, all without seeking voter approval; and

WHEREAS, the Borough owns and operates a municipal dock, boat harbors, and a travel lift (as further defined in Section 1, the "Port") as a revenue-producing public enterprise; and

WHEREAS, it is necessary and in the best interest of the Borough and its residents that the Borough now provide for the issuance of one or more series of port revenue bonds to finance and refinance improvements to the Port, and for any other purpose of the Port now or hereafter permitted by law;

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

Section 1. Definitions. The following terms shall have the following meanings in this Master Resolution:

"Aggregate Annual Debt Service" means, for any Fiscal Year, the total amount of Debt Service on all Bonds then Outstanding.

"Annual Debt Service" means, with respect to any Bonds for any Fiscal Year, the total amount of Debt Service on such Bonds.

"Assembly" means the general legislative authority of the Borough, as the same may be constituted from time to time.

"Average Annual Debt Service" means, with respect to any Bonds at any time, the total amount of Debt Service on such Bonds scheduled to be paid thereafter, divided by the number of Fiscal Years in which such Debt Service is scheduled to be paid.

“Base Period” means any consecutive 12-month period selected by the Borough out of the 30-month period preceding the date of issuance of a series of Bonds.

“Bond Register” means the registration books maintained by the Registrar that include the names and addresses of the owners or nominees of the owners of the Bonds.

“Bonds” means the bonds, notes, or other evidences of indebtedness issued from time to time in series in accordance with the provisions of this Master Resolution.

“Borough” means the City and Borough of Wrangell, Alaska, a municipal corporation duly organized as a unified home-rule borough under Title 29 of the Alaska Statutes.

“Borough Representative” means the Borough Manager of the Borough, or such other person who may be designated as such from time to time by resolution of the Assembly.

“Consultant” means an independent professional engineer or engineering firm experienced in port and harbor matters appointed by the Borough to perform the duties of Consultant under this Master Resolution. For the purposes of delivering any certificate required by Section 5 and making the calculations required by Section 5, the term “Consultant” also shall include any independent public accounting firm or economic consulting firm appointed by the Borough to make such calculation or to provide such certificate.

“Costs of Construction” means all costs paid or incurred by the Borough in connection with the acquisition and construction of capital additions, improvements, and betterments to and extensions of the Facilities, and the placing of the same in operation, including paying all or a portion of the interest on the series of Bonds or any portion thereof issued to finance the costs of such improvements during the period of construction of such improvements and for a period of time thereafter; paying amounts required to meet any reserve requirement for the fund or account established or maintained for such series of Bonds; paying or reimbursing the Borough or any fund thereof or any other person for expenses incident and properly allocable to the acquisition and construction of such improvements and the placing of the same in operation; and all other items of expense incident and properly allocable to the acquisition and construction of such additions and improvements, the financing of the same, and the placing of the same in operation.

“Coverage Requirement” means, for any Fiscal Year or Base Period, that Net Revenue is equal to or greater than 125 percent of Aggregate Annual Debt Service.

“Debt Service” means, with respect to any Bonds for any Fiscal Year, an amount equal to the sum of (1) the principal amount of such Bonds due or subject to mandatory redemption during such period and for which no sinking fund installments have been established, (2) the amount of any payment required to be made during such period into any sinking fund established for the payment of such Bonds, and (3) all interest payable during such period on such Bonds and with respect to Bonds with mandatory sinking fund requirements, calculated on the assumption that mandatory sinking fund installments will

be applied to the redemption or retirement of such Bonds on the date specified in the Series Resolution authorizing such Bonds.

“Facilities” means all equipment and all property, real and personal, or any interest therein, whether improved or unimproved, now or hereafter owned, operated, used, leased, or managed by the Borough for port and harbor purposes.

“Fiscal Year” means the fiscal year of the Borough, which currently is the 12-month period commencing on July 1 and ending the following June 30.

“Gross Revenue” means all income, receipts, and revenue derived by or for the account of the Port Revenue Fund from time to time from any source from the ownership, leasing, or operation of the Facilities, and all earnings on any fund or account that is pledged to secure the Bonds. However, the following shall be excluded from Gross Revenue: (1) the proceeds of any borrowing by the Borough and the earnings thereon (other than earnings on proceeds deposited in reserve funds); (2) proceeds of capital grants; (3) proceeds of insurance or condemnation proceeds other than business interruption insurance; and (4) income from investments irrevocably pledged to the payment of Bonds issued or to be defeased under any refunding bond plan.

“Master Resolution” means this Resolution No. 07-25-1965.

“Maximum Annual Debt Service” means, with respect to any Bonds as of any date, the highest Annual Debt Service on such Bonds in each Fiscal Year thereafter in which such Bonds are scheduled to remain Outstanding.

“Net Revenue” means, for any Fiscal Year or Base Period, Gross Revenue less any part thereof that must be used to pay Operating Expenses. In calculating Net Revenue, the Borough shall not take into account any non-cash gains or losses with respect to any real or personal property, investment, or agreement that it may be required to recognize under generally accepted accounting principles, such as unrealized mark-to-market gains and losses and pollution remediation or pension liabilities.

“Operating Expenses” means the current expenses incurred for operation, maintenance, or repair of the Facilities of a non-capital nature, including administrative and general expenses, insurance premiums, lease rentals, legal and engineering expenses, payments to pension, retirement, group life insurance, health and hospitalization funds or other employee benefit funds that are properly chargeable to current operations, interest on customer deposits, payroll tax expenses, and any other expenses required to be paid under the provisions of this Master Resolution or by law or permitted by standard practices for ports and harbors similar to the Facilities and applicable in the circumstances. Operating Expenses shall not include payments of taxes or assessments (or payments in lieu of taxes or assessments) to the Borough, payments with respect to judgments, any allowances for depreciation or amortization, or any principal, redemption price, or purchase price of, or interest on, any obligations of the Borough incurred in connection with the Facilities and payable from Gross Revenue.

“Outstanding” means, as of any date, any Bonds theretofore issued and unpaid, except such Bonds deemed to be no longer Outstanding as provided in the Series Resolution authorizing the issuance thereof.

“Port” means the municipal dock, boat harbors, and travel lift owned and operated by the Borough, as the same may be added to, improved and extended.

“Port Revenue Fund” means the port enterprise fund of the Borough.

“Registered Owner” means the person named as the registered owner of a Bond in the Bond Register.

“Registrar” means the Finance Director of the Borough, or any other person that the Assembly may appoint from time to time by resolution or by a Series Resolution, to act as registrar for one or more series of Bonds.

“Series Resolution” means a resolution authorizing the issuance of a series of Bonds, as such resolution may thereafter be amended or supplemented. Each Series Resolution shall be supplemental to this Master Resolution.

Section 2. Priority of Use of Gross Revenue. The Borough shall deposit all Gross Revenue in the Port Revenue Fund as collected. The Port Revenue Fund shall be held separate and apart from all other funds and accounts of the Borough, and the Gross Revenue deposited therein shall be used only for the following purposes and in the following order of priority:

First, to pay Operating Expenses not paid from other sources;

Second, to make all payments, including sinking fund payments, required to be made into the debt service account of any Bond redemption fund and to pay the principal of and interest and premium, if any, on any Bonds;

Third, to make all payments required to be made into any reserve account established to secure the payment of any Bonds;

Fourth, to make all payments required to be made into any other bond redemption fund and debt service account or reserve account created therein to pay and secure the payment of (a) any port revenue bonds or other port revenue obligations of the Borough secured by a lien on Net Revenue and the money in the Port Revenue Fund junior and inferior to the lien that secures payment of the Bonds or (b) bonds or other obligations of the Borough issued for the purpose of financing additions, betterments, improvements and repairs to or extensions and replacements of the Facilities; and

Fifth, to retire by redemption or purchase in the open market any outstanding port revenue bonds, other port revenue obligations of the Borough, or bonds or other obligations of the Borough issued for the purpose of financing additions, betterments, improvements and repairs to or extensions and replacements of the Facilities, in each case as authorized in

the various resolutions of the Borough authorizing their issuance; to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the Facilities; or to provide for any other lawful Borough purposes; in each case except to the extent of any deficiencies in payments for First, Second, Third or Fourth purposes.

Section 3. Authorization of Bonds. The Borough hereby is authorized to issue port revenue bonds of the Borough, to be known as the "City and Borough of Wrangell, Alaska, Port Revenue Bonds," from time to time in series, and without limitation as to aggregate principal amount. Each series of Bonds may be issued in such amount and upon such terms and conditions as the Assembly may from time to time deem to be necessary or advisable, for any purposes of the Facilities now or hereafter permitted by law, but only upon compliance with the applicable conditions for their issuance in Section 5.

All Bonds shall be secured by a parity lien on Net Revenue upon the fulfillment of the conditions for their issuance under this Master Resolution. From and after the time of issuance and delivery of the Bonds of each series, and so long thereafter as any of the same remain Outstanding, the Borough hereby irrevocably obligates and binds itself to set aside and pay out of Net Revenue into the special funds created for the payment of the Bonds of such series, in the amounts and at the times required by the Series Resolution authorizing the issuance of the Bonds of such series, the amount necessary to pay principal or interest coming due on the Bonds of such series. The Borough hereby irrevocably pledges the amounts to be paid into such special funds, and the amounts in such special funds, to the payment of the Bonds of such series, and the amounts so pledged are hereby declared to be a lien on Gross Revenue superior to all other liens and charges of any kind or nature whatsoever except for Operating Expenses and except for parity liens that may be created to secure payment of any series of Bonds issued in accordance with the provisions of this Master Resolution.

The Bonds shall not in any manner or to any extent constitute general obligations of the Borough or the State of Alaska or of any political subdivision of the State of Alaska. Neither the faith and credit nor the taxing power of the Borough is pledged to the payment of the Bonds.

Section 4. Series Resolution. Each series of Bonds shall be authorized by a Series Resolution, which shall, among other provisions, specify or provide for:

- (a) the authorized principal amount, designation, and series of such Bonds;
- (b) the general purpose or purposes for which such series of Bonds is being issued, and the deposit, disbursement, and application of the proceeds of the sale of the Bonds of such series;
- (c) the date or dates, and the maturity date or dates, of the Bonds of such series, and the principal amount maturing on each maturity date;
- (d) the interest rate or rates on the Bonds of such series, the interest payment date or dates therefor, and the tax status thereof;

- (e) the circumstances, if any, under which the Bonds of such series will be deemed to be no longer Outstanding;
- (f) the denominations of, and the manner of dating, numbering, and, if necessary, authenticating, the Bonds of such series;
- (g) the paying agent or paying agents, if any, for the Bonds of such series and the duties and obligations thereof;
- (h) the place or places of payment of the principal, redemption price, if any, or purchase price, if any, of and interest on, the Bonds of such series;
- (i) the Registrar for the Bonds of such series and the duties and obligations thereof;
- (j) the form or forms of the Bonds of such series and the provisions for the registration, transfer, and exchange of the Bonds of such series;
- (k) the terms and conditions, if any, for the redemption or prepayment of the Bonds of such series prior to maturity, including the redemption or prepayment date or dates and price or prices and other applicable redemption or prepayment terms;
- (l) the manner of sale of the Bonds of such series;
- (m) if so determined by the Borough, the authorization of and any terms and conditions with respect to credit support for the Bonds of such series and the pledge or provision of money, assets, or security other than Net Revenue to or for the payment of the Bonds of such series or any portion thereof;
- (n) a special fund or account to provide for the payment of the Bonds of such series and, if so determined by the Borough, any other specific funds or accounts, including reserve funds or accounts, for the Bonds of such series and the application of money or securities therein;
- (o) the payment into the special fund or account to provide for the payment of the Bonds of such series of: (1) approximately equal monthly deposits such that the amount projected to be on deposit therein on the next interest payment date for payment of interest will be sufficient to pay the interest scheduled to become due on the Bonds of such series then Outstanding and (2) approximately equal monthly deposits such that the amount projected to be on deposit therein on the next principal payment date for payment of principal and premium, if any, will be sufficient to pay the principal and premium, if any, scheduled to become due on the Bonds of such series then Outstanding; and
- (p) any other provisions which the Borough deems necessary or desirable in connection with the Bonds of such series.

Section 5. Limitations on Issuance of Bonds. The Borough shall not issue any series of Bonds or incur any additional indebtedness with a lien on Net Revenue on a parity with the lien that secures payment of the Bonds then Outstanding unless the Borough satisfies the applicable conditions for the issuance of such series in this section.

(a) Purposes of the Facilities. The Borough may issue Bonds if the Borough has not been in default of its covenant under Section 6(a) for the preceding Fiscal Year, and the Bonds are being issued to finance necessary additions, betterments, improvements, and repairs to or extensions and replacements of the Facilities, upon delivery of a certificate prepared as described in paragraph (1) or (2) of this subsection.

(1) Certificate of the Borough Without a Consultant. The Borough may deliver a certificate without a Consultant if, based on Net Revenue for the Base Period (confirmed by an independent audit), the Coverage Requirement will be satisfied in each Fiscal Year that Bonds are scheduled to be Outstanding, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Bonds then being issued will be paid from a source other than the proceeds of such series of Bonds.

(2) Certificate of Consultant. Unless the Borough delivers a certificate without a Consultant as provided in paragraph (1) of this subsection, the Borough shall deliver a certificate of a Consultant demonstrating that the Coverage Requirement will be satisfied in each Fiscal Year that Bonds are scheduled to be Outstanding, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Bonds then being issued will be paid from a source other than the proceeds of such series of Bonds. In making the computations for the purpose of certifying compliance with the Coverage Requirement of this section, the Consultant may determine Net Revenue by making such assumptions and adjustments that the Consultant certifies to be reasonable.

For so long as the Alaska Municipal Bond Bank is the Registered Owner of any of the Bonds then Outstanding, the Borough shall not issue any series of Bonds or incur any additional indebtedness with a lien on Net Revenue on a parity with the lien that secures payment of the Bonds then Outstanding pursuant this paragraph (2) without the prior written consent of the Alaska Municipal Bond Bank.

(b) Refunding for Debt Service Savings. The Borough may issue Bonds for the purpose of refunding Outstanding Bonds when, in each Fiscal Year thereafter that the Bonds are scheduled to remain Outstanding, the Aggregate Annual Debt Service after the issuance of the refunding Bonds will not be greater than the Aggregate Annual Debt Service if such refunding did not occur.

Section 6. Specific Covenants. The Borough hereby covenants with the Registered Owners for as long as any Bonds remain Outstanding:

(a) Rate Covenant. The Borough will establish, maintain, and collect rentals, tariffs, rates, fees, and charges in the operation of the business of the Facilities that will produce Net Revenue sufficient to satisfy the Coverage Requirement in each Fiscal Year.

If the Net Revenue in any Fiscal Year is not sufficient to satisfy the Coverage Requirement, then the Borough will retain a Consultant to make recommendations as to operations and the revision of schedules of rentals, tariffs, rates, fees, and charges, and on the basis of such recommendations and other available information the Borough will establish such rentals, tariffs, rates, fees, and charges for services and operations of the Facilities as are necessary to produce Net Revenue sufficient to satisfy the Coverage Requirement in the Fiscal Year during which such adjustments are made. If the Borough has taken the steps set forth in this paragraph and the Net Revenue in the Fiscal Year in which adjustments are made nevertheless is not sufficient to satisfy the Coverage Requirement, such failure to comply with the covenant set forth in this subsection shall not constitute a default under this Master Resolution.

(b) Maintenance and Repairs. The Borough will maintain, preserve, and keep the Facilities in good repair, working order, and condition; will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements thereto so that the business carried on in connection therewith may be properly and advantageously conducted; and will at all times operate the Facilities in an efficient manner and at a reasonable cost.

(c) Insurance. The Borough will carry fire and other casualty insurance on the Facilities to the full insurable value thereof, and will also carry adequate public liability insurance and such other forms of insurance as under good business practices are ordinarily carried on similar ports and harbors. Such insurance also may be maintained by the Borough through a program of self-insurance.

(d) Extensions or Betterments. The Borough will not expend any of the money in the Port Revenue Fund for any extensions or betterments that are not economically sound and that will not contribute to the operation of the Facilities in an efficient and economical manner, unless such extensions are required by law or any regulatory body having jurisdiction.

(e) Accounting. The Borough will keep and maintain proper books and accounts with respect to the operation of the Facilities in such manner as prescribed by any authorities having jurisdiction over the Facilities and will cause its books of account to be audited annually by competent certified public accountants, copies of which audits shall, upon request, be furnished to Registered Owners. Such audits shall show whether or not the Borough has in all respect performed and complied with the covenants set forth in this Master Resolution.

(f) Bonding of Employees. All employees and agents of the Borough collecting or handling money of the Borough in connection with the management and operation of the

Facilities shall be bonded in an amount commensurate with the funds they handle and in an amount sufficient to protect the Borough from loss.

(g) Disposal of Facilities. The Borough will not sell or otherwise dispose of substantially all of the Facilities, unless contemporaneously with such sale or disposal there shall be paid into a special fund a sum sufficient (together with investment income thereon) to defease all Bonds then Outstanding to the date or dates on which they first may be redeemed.

The Borough may sell or dispose of any portion of the Facilities to related or unrelated entities; provided, that if such properties constitute five percent or greater of the "book value" of the Facilities or generate five percent or greater of Net Revenue at the time of such sale or disposition, the Borough has on hand a report from a Consultant verifying that the Coverage Requirement will be satisfied in each of the next three full Fiscal Years.

The Borough also may sell, dispose of, or convey any assets that are no longer deemed to be useful to the operations of the Facilities.

Section 7. Amendatory and Supplemental Resolutions.

(a) The Assembly from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this Master Resolution, for any one or more of the following purposes:

(1) To provide for the issuance of a series of Bonds pursuant to Section 4, and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid, or redeemed.

(2) To add covenants and agreements of the Borough for the purpose of further securing the payment of the Bonds, provided that such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Borough contained in this Master Resolution.

(3) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the Borough payable from Net Revenue which are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect.

(4) To surrender any right, power, or privilege reserved to or conferred upon the Borough by the terms of this Master Resolution.

(5) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this Master Resolution or in regard to matters or questions arising under this Master Resolution as the Assembly may deem necessary or desirable and not inconsistent with this Master Resolution and which shall not adversely affect the interests of the Registered Owners.

Any such supplemental resolution may be adopted without the consent of any Registered Owner, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of the Registered Owners of a majority in aggregate principal amount of the Bonds then Outstanding, the Assembly may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Resolution or of any supplemental resolution; provided, that no such supplemental resolution shall:

(1) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or

(2) reduce the aforesaid number of Registered Owners required to approve any such supplemental resolution, without the consent of the Registered Owners of all of the Bonds then Outstanding.

It shall not be necessary for the consent of the Registered Owners under this subsection to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

(c) Upon the adoption of any supplemental resolution under this section, this Master Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Master Resolution of the Borough and all Registered Owners shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this Master Resolution for any and all purposes.

(d) Bonds of any series delivered after the effective date of any amendment adopted under this section to this Master Resolution or the Series Resolution with respect to that series may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Bonds modified so as to conform, in the opinion of the Borough, to the terms of any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owners, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 8. Notice to Registered Owners. Except as this Master Resolution specifically provides otherwise, any notice under this Master Resolution to Registered Owners may be given by first-class mail, postage prepaid, to such Registered Owners at their respective addresses appearing upon the Bond Register.

Section 9. Resolutions a Contract with Registered Owners. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time,

the provisions of this Master Resolution and of any Series Resolution shall constitute a contract with each Registered Owner, and the obligations of the Borough under this Master Resolution and under any Series Resolution shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein set forth to be performed on behalf of the Borough shall be for the equal benefit, protection, and security of each Registered Owner.

Section 10. Severability. If any one or more of the covenants or agreements set forth in this Master Resolution to be performed on the part of the Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Master Resolution and shall in no way affect the validity of the other provisions of the Bonds or of this Master Resolution.

Section 11. Effective Date. This Master Resolution shall become effective immediately.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 29th day of July, 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>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1966 AUTHORIZING THE ISSUANCE AND SALE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE PORT AND HARBOR IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Amount Budgeted:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Account Number(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Account Name(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table>												

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

ATTACHMENTS: 1. RES 07-25-1966

RECOMMENDATION MOTION

Move to approve Resolution No. 07-25-1966.

SUMMARY STATEMENT

Background

This resolution authorizes the issuance and sale of Port Revenue Bonds, in one or more series, in an aggregate principal amount not to exceed \$5,000,000 to finance improvements to the Port of Wrangell's waterfront infrastructure. The project includes construction of new barge and freight

handling facilities and related port operations to enhance Wrangell's cargo capacity and support long-term marine transportation needs.

The bonds will be issued pursuant to the Master Port Revenue Bond Resolution (Resolution No. 07-25-1965) adopted at the same meeting and will be payable solely from net revenues of the Port Fund, not from Borough general tax revenues. The Borough intends to sell the bonds to the Alaska Municipal Bond Bank under the terms of a Loan Agreement.

Impact:

Approval of this resolution will provide the Borough with the authority and financing mechanism to proceed with critical port infrastructure improvements that strengthen Wrangell's freight and transportation capabilities and position the community for future economic growth.

Financial Analysis:

City & Borough of Wrangell					
Statement of Revenues, Expenses and Changes in Net Position					
	FY24	FY23	FY22	FY21	FY20
Operating Revenues	2,098,107	1,744,643	1,371,912	1,329,147	2,106,172
Operating Expenses (Excluding Depreciation)	940,812	672,911	401,109	391,610	1,148,989
Income(Loss) From Operations	1,157,295	1,071,732	970,803	937,537	957,183
NonOperating Revenues	665,052	201,305	400,263	391,041	322,444
NonOperating Expenses	-	-	-	-	-
Change in Net Position	1,822,347	1,273,037	1,371,066	1,328,578	1,279,627

		Series	Principal	Payment
		Res 07-25-1966	5,000,000	384,381
Term	20	Res 07-25-1970	4,000,000	307,505
Principal	5,000,000	Total	9,000,000	691,885
Rate	4.50%	Debt Service Coverage (5-year historical average)		2.045

Year	Beginning	Interest	PMT	Principal	Ending
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1	5,000,000	225,000	384,381	159,381	4,840,619
2	4,840,619	217,828	384,381	166,553	4,674,066
3	4,674,066	210,333	384,381	174,048	4,500,019
4	4,500,019	202,501	384,381	181,880	4,318,139
5	4,318,139	194,316	384,381	190,064	4,128,074
6	4,128,074	185,763	384,381	198,617	3,929,457
7	3,929,457	176,826	384,381	207,555	3,721,902
8	3,721,902	167,486	384,381	216,895	3,505,007
9	3,505,007	157,725	384,381	226,655	3,278,351
10	3,278,351	147,526	384,381	236,855	3,041,496
11	3,041,496	136,867	384,381	247,513	2,793,983
12	2,793,983	125,729	384,381	258,651	2,535,331
13	2,535,331	114,090	384,381	270,291	2,265,041
14	2,265,041	101,927	384,381	282,454	1,982,587
15	1,982,587	89,216	384,381	295,164	1,687,422
16	1,687,422	75,934	384,381	308,447	1,378,976
17	1,378,976	62,054	384,381	322,327	1,056,649
18	1,056,649	47,549	384,381	336,832	719,817
19	719,817	32,392	384,381	351,989	367,828
20	367,828	16,552	384,381	367,828	0

The foregoing analysis confirms that the Port's projected debt service coverage ratio of 2.045 significantly exceeds the minimum covenant requirement of 1.25, demonstrating ample capacity to support the proposed bond issuances.

It should also be noted that the actual amount of debt issued may be less than the authorized maximum, depending on final project cost estimates. Adoption of this resolution authorizes administration to proceed with issuing debt in amounts not to exceed the limits specified herein.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 07-25-1966

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE ISSUANCE AND SALE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE PORT AND HARBOR IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS.

WHEREAS, the City and Borough of Wrangell, Alaska (the "Borough"), is a municipal corporation duly organized as a unified home-rule borough under Title 29 of the Alaska Statutes and under the provisions thereof has the power to issue revenue bonds for a public enterprise of the Borough where the only security is the revenue of the public enterprise, all without seeking voter approval; and

WHEREAS, the Borough has authorized the issuance of port revenue bonds in one or more series pursuant to Resolution No. 07-25-1965, adopted on July 29, 2025 (the "Master Resolution"); and

WHEREAS, it is necessary and in the best interest of the Borough and its residents that the Borough issue and sell one or more series of port revenue bonds to finance improvements to the Port of Wrangell's waterfront infrastructure, including barge and freight handling facilities, and related port operations owned and operated by the Borough (the "Project"); and

WHEREAS, the Assembly finds that it is necessary and appropriate to delegate to each Borough Representative authority to determine the maturity amounts, interest rates, and other details of the bonds, and to determine other matters that are not provided for in this resolution; and

WHEREAS, the Borough intends to sell its bonds to the Alaska Municipal Bond Bank (the "Bond Bank"), which will purchase the bonds with the proceeds of an issue of its general obligation bonds; and

WHEREAS, there has been presented to the Borough the form of a loan agreement between the Bond Bank and the Borough, which provides for the Bond Bank to purchase the bonds on the terms and conditions set forth therein and in this resolution, and it is in the best interest of the Borough that the Borough sell the bonds to the Bond Bank under such terms and conditions;

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

Section 1. Definitions. Terms used in this Series Resolution that are defined in the Master Resolution shall have the meanings set forth in the Master Resolution. In addition, the following terms shall have the following meanings in this Series Resolution:

“Bond Bank Bonds” means general obligation bonds issued by the Bond Bank after the date of this Series Resolution, all or a part of the proceeds of which are used to purchase the 2025 Bonds.

“Borough Representative,” with respect to the 2025 Bonds, shall mean the Borough Manager.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

“Continuing Disclosure Certificate” means a certificate relating to the 2025 Bonds executed and delivered by the Borough with respect to compliance with paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission, as such certificate may be amended or supplemented from time to time in accordance with its terms.

“Government Obligations” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Loan Agreement” means the Loan Agreement between the Borough and the Bond Bank concerning the 2025 Bonds.

“Tax-Exempt 2025 Bonds” means 2025 Bonds the interest on which, at the time of issuance of such 2025 Bonds, is intended to be excluded from gross income under section 103 of the Code.

“2025 Bond Fund” means the Port Revenue Bond Fund, 2025, established by Section 11.

“2025 Bonds” means the Bonds authorized by this Series Resolution.

“2025 Debt Service Account” means the account of that name created in the 2025 Bond Fund by Section 11(a).

“2025 Reserve Account” means the account of that name created in the 2025 Bond Fund by Section 11(b).

“2025 Reserve Requirement” means, on any date, an amount equal to the least of (1) Maximum Annual Debt Service on the 2025 Bonds then Outstanding; (2) 125 percent of Average Annual Debt Service on the 2025 Bonds then Outstanding; (3) 10 percent of the initial proceeds of the 2025 Bonds; and (4) any lesser amount that is the maximum amount permitted from time to time under the Code, without subjecting such amount to yield

restriction, to maintain the exclusion of interest on any Tax-Exempt 2025 Bond from gross income for federal income tax purposes.

“2025 Series Resolution” means this Resolution No. 07-25-1966, adopted on July 29, 2025.

Section 2. Authorization of 2025 Bonds and Purpose of Issuance. For the purpose of providing part of the funds required to pay the Costs of Construction of the Project, to reimburse the Borough for any expenditures on such Costs of Construction, to make any required deposit into the 2025 Reserve Account, and to pay all costs incidental thereto and to the issuance of the 2025 Bonds, the Borough hereby authorizes and determines to issue and sell the 2025 Bonds in one or more series under the Master Resolution in the aggregate principal amount not to exceed \$5,000,000.

Section 3. Obligation of 2025 Bonds. The 2025 Bonds shall be an obligation only of the 2025 Bond Fund and shall be payable and secured as provided herein and in the Master Resolution. The 2025 Bonds shall not in any manner or to any extent constitute general obligations of the Borough or the State of Alaska or of any political subdivision of the State of Alaska. Neither the faith and credit nor the taxing power of the Borough is pledged to the payment of the 2025 Bonds.

Section 4. Description of 2025 Bonds. Each 2025 Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. Each 2025 Bond shall be issued in the principal amount specified in the Loan Agreement, the aggregate of which shall not exceed \$5,000,000. Each 2025 Bond shall mature on the date specified in the Loan Agreement, which shall not be later than 30 years after the date of initial delivery. Each 2025 Bond shall be dated the date of its initial delivery, shall be in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. Subject to Section 2 and this section, the initial date of delivery, the principal amount, the annual principal payment dates and amounts and the semiannual interest payment dates, the interest rates to be borne by, and the tax status of interest on each 2025 Bond shall be determined by the Borough Representative and set forth in the Loan Agreement, and such determination shall be conclusively evidenced by the execution of the Loan Agreement under Section 15 by the Borough Representative. Interest on each 2025 Bond shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Section 5. Place and Medium of Payment. Each payment of principal of and interest on each 2025 Bond shall be made in lawful money of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. For so long as the Bond Bank is the Registered Owner of the 2025 Bonds, payments of principal thereof and interest thereon shall be made by the trustee for the Bond Bank Bonds as provided in the Loan Agreement. In the event that the Bond Bank is no longer the Registered Owner of the 2025 Bonds, payments of principal thereof and interest thereon

will be made by check or draft mailed by first-class mail to the Registered Owner at the address for such Registered Owner appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal of and interest on each 2025 Bond will be payable at the office of the Registrar upon surrender of the 2025 Bond to the Registrar. If any principal installment of a 2025 Bond is not paid when due, the Borough shall pay interest on such principal installment (but only from the sources pledged herein) at the same rate provided therein from and after its due date until such principal installment is paid in full or provision for payment thereof has been made.

Section 6. Optional Prepayment. The principal installments of the 2025 Bonds, if any, subject to optional prepayment by the Borough, the date or dates on which such 2025 Bonds are subject to optional prepayment, the terms upon which such 2025 Bonds may be prepaid, and the prepayment price or prices for such 2025 Bonds, shall be determined by the Borough Representative and set forth in the Loan Agreement, and their determination shall be conclusively evidenced by the execution of the Loan Agreement under Section 15 by the Borough Representative. If fewer than all of the principal installments of the 2025 Bonds are to be prepaid, the principal installments to be prepaid shall be determined by the Borough. Notice of any such prepayment shall be sent by the Borough not less than 50 days prior to the date fixed for prepayment by first class mail to the Registered Owner of the 2025 Bond at such Registered Owner's address as it then appears on the Bond Register. Notice of prepayment having been duly given and money for prepayment being held by the Borough in the 2025 Bond Fund, interest on the principal installments to be prepaid shall cease to accrue on the date fixed for prepayment.

Section 7. Form of 2025 Bond. Each 2025 Bond shall be in substantially the following form, with such variations, omissions, and insertions as may be required or permitted by this Series Resolution or the Master Resolution:

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY AND BOROUGH OF WRANGELL, ALASKA

No. _____

\$_____

PORT REVENUE BOND

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City and Borough of Wrangell, a municipal corporation of the State of Alaska (the "Borough"), acknowledges itself indebted and for value received promises to pay (but only from the sources pledged herein) to the Registered Owner set forth above, or its registered assigns, the principal amount set forth above in the following installments on _____ 1 of each of the following years, and to pay interest on each such principal installment from the date hereof until paid or provision for payment thereof has been made, payable on

_____ 1, 20__ and semiannually thereafter on _____ 1 and _____ 1 of each year, at the following rates per annum:

Year	Principal Installment	Interest Rate	Year	Principal Installment	Interest Rate
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For so long as the Alaska Municipal Bond Bank (the “Bond Bank”) is the Registered Owner, payments of principal hereof and interest hereon shall be made by the trustee for the Bond Bank Bonds as provided in the loan agreement between the Bond Bank and the Borough relating to this bond (the “Loan Agreement”). In the event that the Bond Bank is no longer the Registered Owner, payments of principal hereof and interest hereon will be made by check or draft mailed by first class mail to the Registered Owner at the address for such Registered Owner appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal of and interest on this bond will be payable at the office of the Finance Director of the Borough (the “Registrar”) upon surrender of this bond to the Registrar. Interest on this bond shall be computed on the basis of a 360-day year composed of twelve 30-day months.

This bond is a special obligation of the Borough and is one of the duly authorized port revenue bonds of the Borough designated “City and Borough of Wrangell, Alaska, Port Revenue Bonds” (the “Bonds”), issued and to be issued in various series under Resolution No. 07-25-1965 (the “Master Resolution”), adopted on July 29th, 2025, and Resolution No. 07-25-1966 (the “2025 Series Resolution,” and together with the Master Resolution, as it may be amended and supplemented from time to time, the “Resolution,”), adopted on June 10, 2025. As provided in the Master Resolution, the Bonds may be issued from time to time pursuant to Series Resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the Master Resolution is not limited, and all Bonds issued and to be issued under the Master Resolution are and will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Master Resolution.

This bond is one of a series of Bonds (as defined in the 2025 Series Resolution, the “2025 Bonds”) issued in the aggregate principal amount of \$5,000,000 under the Resolution for the purpose of providing part of the funds required to pay the Costs of Construction of improvements to Port of Wrangell’s waterfront infrastructure, including barge and freight handling facilities, and related port operations owned and operated by the Borough, to reimburse the Borough for any expenditures on such Costs of Construction, to

make any required deposit into the 2025 Reserve Account, and to pay all costs incidental thereto and to the issuance of the 2025 Bonds.

Reference is made to the Resolution for a description of the rights of the Registered Owner and of the rights and obligations of the Borough thereunder, to all of the provisions of which Resolution the Registered Owner, by acceptance hereof, assents and agrees.

This bond is subject to prepayment at the option of the Borough in accordance with the applicable provisions of the Resolution and the applicable provisions of the Loan Agreement.

This bond shall be an obligation only of the 2025 Bond Fund and shall be payable and secured as provided in the Resolution. This bond shall not in any manner or to any extent constitute a general obligation of the Borough or the State of Alaska or of any political subdivision of the State of Alaska. Neither the faith and credit nor the taxing power of the Borough is pledged to the payment of this bond.

The Borough has irrevocably obligated and bound itself to set aside and pay out of Net Revenue into the 2025 Bond Fund, in the amounts and at the times specified in the Resolution, the amount necessary to pay principal or interest coming due on this bond and the 2025 Bonds. The Borough has irrevocably pledged the amounts to be paid into the 2025 Bond Fund, and the amounts in the 2025 Bond Fund, to the payment of the 2025 Bonds, and the Borough has declared the amounts so pledged to be a lien on Gross Revenue superior to all other liens and charges of any kind or nature whatsoever except for Operating Expenses and except for parity liens that may be made to secure payment of any series of Bonds issued in accordance with the provisions of the Master Resolution.

This bond is transferable as provided in the Resolution, (1) only upon the Bond Register, and (2) upon surrender of this bond together with a written instrument of transfer duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, and thereupon a new fully registered 2025 Bond in the same aggregate unpaid principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution upon the payment of charges, if any, as therein prescribed. The Borough may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or prepayment price, if any, hereof and interest due hereon and for all other purposes whatsoever.

IT IS HEREBY CERTIFIED and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and the ordinances and resolutions of the City and Borough of

Wrangell, Alaska, and that all acts, conditions, and things required to happen, to be done, and to be performed precedent to and on the issuance of this bond have happened, been done, and been performed.

IN WITNESS WHEREOF, THE CITY AND BOROUGH OF WRANGELL, ALASKA, has caused this bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Borough Clerk, all as of the ____ day of _____, ____.

CITY AND BOROUGH OF WRANGELL,
ALASKA

_____/specimen/
Mayor

ATTEST:

_____/specimen/
Borough Clerk

[SEAL]

Section 8. Execution. Each 2025 Bond shall be executed in the name of the Borough by the manual or facsimile signature of the Mayor, and its corporate seal (or a facsimile thereof) shall be impressed or otherwise reproduced thereon and attested by the manual or facsimile signature of the Borough Clerk. The execution of a 2025 Bond on behalf of the Borough by any person who at the time of the execution is duly authorized to hold the proper office shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the 2025 Bond or shall not have held office on the date of the 2025 Bond.

Section 9. Registration.

(a) The 2025 Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Finance Director of the Borough as Registrar for the 2025 Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the office of the Borough.

(b) The Borough, in its discretion, may deem and treat the Registered Owner of each 2025 Bond as the absolute owner thereof for all purposes, and neither the Borough nor the Registrar shall be affected by any notice to the contrary. Each payment made as described in Section 5 shall be valid and shall satisfy and discharge the liability of the Borough on the 2025 Bond to the extent of the amount or amounts so paid.

(c) The 2025 Bonds may be transferred only upon the Bond Register. Upon surrender for transfer or exchange of a 2025 Bond at the office of the Registrar, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or its duly authorized attorney, the Borough shall execute and the Registrar shall deliver a 2025 Bond of the same series, maturity, and interest rate, in equal aggregate principal amount, subject to such reasonable regulations as the Registrar may prescribe and upon payment sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid in connection with such transfer or exchange. The 2025 Bond surrendered for transfer or exchange shall be canceled by the Registrar.

(d) The Borough covenants that the Borough will maintain a system for recording the ownership of the 2025 Bonds that complies with the provisions of section 149 of the Code.

Section 10. 2025 Bonds Destroyed, Stolen, or Lost. Upon filing with the Registrar of evidence satisfactory to the Borough that a 2025 Bond has been destroyed, stolen, or lost and of the ownership thereof, and upon furnishing the Borough with indemnity satisfactory to it, the Borough shall execute and deliver a new 2025 Bond identical in all respects to the 2025 Bond destroyed, stolen, or lost. The person requesting the execution and delivery of the new 2025 Bond under this section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur in connection therewith.

Section 11. 2025 Bond Fund. A special fund of the Borough designated the "Port Revenue Bond Fund, 2025" is hereby created for the purpose of paying and securing the payment of the 2025 Bonds. The 2025 Bond Fund shall be held separate and apart from all other funds and accounts of the Borough and shall be a trust fund for the Registered Owners, from time to time, of the 2025 Bonds. For so long as the Bond Bank is the Registered Owner of any of the 2025 Bonds, the 2025 Bond Fund shall be held by the trustee for the Bond Bank Bonds and applied in accordance with Section 5 and this section.

(a) 2025 Debt Service Account. The 2025 Debt Service Account is hereby created in the 2025 Bond Fund for the purpose of paying the principal of and interest on the 2025 Bonds. The Borough hereby irrevocably obligates and binds itself, for as long as the 2025 Bonds remain Outstanding, to set aside and pay into the 2025 Debt Service Account from Net Revenue or money in the Port Revenue Fund: (1) approximately equal monthly deposits such that the amount projected to be on deposit on the next interest payment date for payment of interest will be sufficient to pay the interest scheduled to become due on the 2025 Bonds then Outstanding and (2) approximately equal monthly deposits such that the amount projected to be on deposit on the next principal payment date for payment of principal and premium, if any, will be sufficient to pay the principal and premium, if any, scheduled to become due on the 2025 Bonds then Outstanding.

(b) 2025 Reserve Account. The 2025 Reserve Account is hereby created in the 2025 Bond Fund for the purpose of securing the payment of the principal of and interest on

the 2025 Bonds. On the date of issuance of the 2025 Bonds, the Borough shall deposit money in the 2025 Reserve Account equal to the 2025 Reserve Requirement. If a deficiency occurs in the 2025 Debt Service Account, the Borough shall withdraw or cause to be withdrawn from the 2025 Reserve Account the amount sufficient to make up the deficiency and transfer or cause to be transferred such amount for deposit in the 2025 Debt Service Account. The Borough shall make up any deficiency in the 2025 Reserve Account resulting from such a withdrawal within one year out of Net Revenue or out of any other money legally available for such purpose, after providing for the payments required to be made into the 2025 Debt Service Account within such year.

The money in the 2025 Reserve Account shall never be invested at a yield in excess of the yield on the Bond Bank Bonds.

Any amount in the 2025 Reserve Account in excess of the 2025 Reserve Requirement for the 2025 Bonds may be transferred to the 2025 Debt Service Account and used to pay when due the principal of and interest on the 2025 Bonds. Whenever there is a sufficient amount in the 2025 Bond Fund, including the 2025 Reserve Account and the 2025 Debt Service Account, to pay the principal of and interest on all Outstanding 2025 Bonds, the amount in the 2025 Reserve Account may be used to pay such principal and interest, and no further deposits need be made into the 2025 Bond Fund.

(c) Pledge and Lien. The Borough hereby irrevocably pledges the amounts to be paid into the 2025 Bond Fund, and the amounts in the 2025 Bond Fund, to the payment of the 2025 Bonds, and the amounts so pledged are hereby declared to be a lien on Gross Revenue superior to all other liens and charges of any kind or nature whatsoever except for Operating Expenses and except for parity liens that may be created to secure payment of any series of Bonds issued in accordance with the provisions of the Master Resolution.

Section 12. Disposition of the Sale Proceeds of the 2025 Bonds.

(a) Accrued interest on the 2025 Bonds, if any, shall be deposited in the 2025 Debt Service Account and used to pay interest on the 2025 Bonds.

(b) Sale proceeds of the 2025 Bonds in an amount sufficient to make the balance in the 2025 Reserve Account equal to the 2025 Reserve Requirement shall be deposited in the 2025 Reserve Account.

(c) The remaining sale proceeds of the 2025 Bonds shall be used to pay Costs of Construction of the Project, to reimburse the Borough for any expenditures on such Costs of Construction, and to pay all costs incidental thereto and to the issuance of the 2025 Bonds.

Section 13. Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Tax-Exempt 2025 Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the 2025 Bonds that will cause any Tax-Exempt 2025

Bond to be an “arbitrage bond” subject to federal income taxation by reason of section 148 of the Code.

Section 14. Defeasance. Payment of all or any principal installments of the 2025 Bonds may be provided for by the irrevocable deposit in trust of cash, noncallable Governmental Obligations, or any combination thereof. The cash and the maturing principal and interest income on such Government Obligations, if any, must be sufficient and available without reinvestment to pay when due such principal, whether at maturity or upon fixed prepayment dates, together with interest thereon. The cash and Government Obligations shall be held irrevocably in trust for the Registered Owner of the 2025 Bonds solely for the purpose of paying such principal and interest as the same shall mature or become payable upon prepayment, and, if applicable, upon the giving of notice of prepayment and notification to the Registered Owner that the deposit required by this section has been made and that such principal is deemed to be paid in accordance with this Series Resolution. Such principal shall no longer be deemed Outstanding hereunder. The obligation of the Borough in respect of such principal and interest shall nevertheless continue but the Registered Owner shall thereafter be entitled to payment only from the cash and Government Obligations deposited in trust to provide for the payment of such principal and interest.

Section 15. Sale of 2025 Bonds. The 2025 Bonds shall be sold by negotiated sale to the Bond Bank as provided in the Loan Agreement. The preliminary official statement relating to the Bond Bank Bonds in substantially the form filed with this Series Resolution, a final official statement relating to the Bond Bank Bonds in substantially the form of such preliminary official statement, and the distribution of each in connection with the sale of the Bond Bank Bonds are approved. Each Borough Representative is authorized to provide such information for inclusion in such preliminary official statement and final official statement as such Borough Representative may deem necessary or desirable in connection with the sale of the Bond Bank Bonds. The Loan Agreement in substantially the form filed with this Series Resolution is approved. Each Borough Representative is authorized to execute and deliver the Loan Agreement in such form, together with such changes not inconsistent herewith as may be approved by the Borough Representative, and such approval shall be conclusively evidenced by the execution of the Loan Agreement by the Borough Representative.

Section 16. Authority of Officers. Each Borough Representative is authorized and directed to do and perform all things and determine all matters not determined by the Master Resolution or this Series Resolution, to the end that the Borough may carry out its obligations under the 2025 Bonds, the Master Resolution, and this Series Resolution, including the execution and delivery of a depository agreement with the trustee for the Bond Bank Bonds relating to the 2025 Bond Fund. The legal representative of the Borough is further authorized and directed to prepare and deliver the certificates, letters, and opinions required under the Loan Agreement. No recourse shall be had for the payment of the principal of or the interest on the 2025 Bonds or for any claim based thereon or on the Master Resolution or this Series Resolution against any member of the Assembly or officer of the Borough or any person executing the 2025 Bonds.

Section 17. Continuing Disclosure Certificate. The Continuing Disclosure Certificate in substantially the form filed with this Series Resolution is approved. Each Borough Representative is authorized to execute and deliver the Continuing Disclosure Certificate in such form, together with such changes not inconsistent herewith as may be approved by the Borough Representative, and such approval shall be conclusively evidenced by the execution of the Continuing Disclosure Certificate by the Borough Representative.

Section 18. Severability. If any one or more of the covenants or agreements set forth in this Series Resolution to be performed on the part of the Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in the Master Resolution and this Series Resolution and shall in no way affect the validity of the other provisions of the 2025 Bonds or of the Master Resolution or this Series Resolution.

Section 19. Effective Date. This Series Resolution shall become effective immediately.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 29th day of July, 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>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1970 AUTHORIZING THE ISSUANCE AND SALE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE PORT AND HARBOR IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. RES 07-25-1970

RECOMMENDATION MOTION

Move to approve Resolution No. 07-25-1970.

SUMMARY STATEMENT

Background

This resolution authorizes the issuance and sale of Port Revenue Bonds, in one or more series, in an aggregate principal amount not to exceed \$4,000,000 to finance improvements to the Port of

Wrangell's waterfront infrastructure. The project includes construction of a new dock to support growth in the visitor industry and expansion of the waterfront and related infrastructure.

The bonds will be issued pursuant to the Master Port Revenue Bond Resolution (Resolution No. 07-25-1965) adopted at the same meeting and will be payable solely from net revenues of the Port Fund, not from Borough general tax revenues. The Borough intends to sell the bonds to the Alaska Municipal Bond Bank under the terms of a Loan Agreement.

Impact:

Approval of this resolution will provide the Borough with the authority and financing mechanism to proceed with critical port infrastructure improvements that will position Wrangell to realize growth in the tourism, retail, and MSC sectors of the economy.

Financial Analysis:

City & Borough of Wrangell					
Statement of Revenues, Expenses and Changes in Net Position					
	FY24	FY23	FY22	FY21	FY20
Operating Revenues	2,098,107	1,744,643	1,371,912	1,329,147	2,106,172
Operating Expenses (Excluding Depreciation)	940,812	672,911	401,109	391,610	1,148,989
Income(Loss) From Operations	1,157,295	1,071,732	970,803	937,537	957,183
NonOperating Revenues	665,052	201,305	400,263	391,041	322,444
NonOperating Expenses	-	-	-	-	-
Change in Net Position	1,822,347	1,273,037	1,371,066	1,328,578	1,279,627

		Series	Principal	Payment
		Res 07-25-1966	5,000,000	384,381
Term	20	Res 07-25-1970	4,000,000	307,505
Principal	4,000,000	Total	9,000,000	691,885
Rate	4.50%	Debt Service Coverage (5-year historical average)		2.045

Year	Beginning	Interest	PMT	Principal	Ending
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1	4,000,000	180,000	307,505	127,505	3,872,495
2	3,872,495	174,262	307,505	133,242	3,739,253
3	3,739,253	168,266	307,505	139,238	3,600,015
4	3,600,015	162,001	307,505	145,504	3,454,511
5	3,454,511	155,453	307,505	152,052	3,302,459
6	3,302,459	148,611	307,505	158,894	3,143,566
7	3,143,566	141,460	307,505	166,044	2,977,521
8	2,977,521	133,988	307,505	173,516	2,804,005
9	2,804,005	126,180	307,505	181,324	2,622,681
10	2,622,681	118,021	307,505	189,484	2,433,197
11	2,433,197	109,494	307,505	198,011	2,235,186
12	2,235,186	100,583	307,505	206,921	2,028,265
13	2,028,265	91,272	307,505	216,233	1,812,033
14	1,812,033	81,541	307,505	225,963	1,586,069
15	1,586,069	71,373	307,505	236,131	1,349,938
16	1,349,938	60,747	307,505	246,757	1,103,181
17	1,103,181	49,643	307,505	257,861	845,319

18	845,319	38,039	307,505	269,465	575,854
19	575,854	25,913	307,505	281,591	294,263
20	294,263	13,242	307,505	294,263	0

The foregoing analysis confirms that the Port's projected debt service coverage ratio of 2.045 significantly exceeds the minimum covenant requirement of 1.25, demonstrating ample capacity to support the proposed bond issuances.

It should also be noted that the actual amount of debt issued may be less than the authorized maximum, depending on final project cost estimates. Adoption of this resolution authorizes administration to proceed with issuing debt in amounts not to exceed the limits specified herein.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 07-25-1970

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE ISSUANCE AND SALE OF PORT REVENUE BONDS OF THE BOROUGH IN ONE OR MORE SERIES TO FINANCE PORT AND HARBOR IMPROVEMENTS; ESTABLISHING THE TERMS OF THE BONDS; AND AUTHORIZING THE SALE OF THE BONDS

WHEREAS, the City and Borough of Wrangell, Alaska (the "Borough"), is a municipal corporation duly organized as a unified home-rule borough under Title 29 of the Alaska Statutes and under the provisions thereof has the power to issue revenue bonds for a public enterprise of the Borough where the only security is the revenue of the public enterprise, all without seeking voter approval; and

WHEREAS, the Borough has authorized the issuance of port revenue bonds in one or more series pursuant to Resolution No. 07-25-1965, adopted on July 29, 2025 (the "Master Resolution"); and

WHEREAS, it is necessary and in the best interest of the Borough and its residents that the Borough issue and sell one or more series of port revenue bonds to finance improvements to the Port of Wrangell's waterfront infrastructure, including municipal dock, and related infrastructure owned and operated by the Borough (the "Project"); and

WHEREAS, the Assembly finds that it is necessary and appropriate to delegate to each Borough Representative authority to determine the maturity amounts, interest rates, and other details of the bonds, and to determine other matters that are not provided for in this resolution; and

WHEREAS, the Borough intends to sell its bonds to the Alaska Municipal Bond Bank (the "Bond Bank"), which will purchase the bonds with the proceeds of an issue of its general obligation bonds; and

WHEREAS, there has been presented to the Borough the form of a loan agreement between the Bond Bank and the Borough, which provides for the Bond Bank to purchase the bonds on the terms and conditions set forth therein and in this resolution, and it is in the best interest of the Borough that the Borough sell the bonds to the Bond Bank under such terms and conditions;

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

Section 1. Definitions. Terms used in this Series Resolution that are defined in the Master Resolution shall have the meanings set forth in the Master Resolution. In addition, the following terms shall have the following meanings in this Series Resolution:

“Bond Bank Bonds” means general obligation bonds issued by the Bond Bank after the date of this Series Resolution, all or a part of the proceeds of which are used to purchase the 2025 Bonds.

“Borough Representative,” with respect to the 2025 Bonds, shall mean the Borough Manager.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

“Continuing Disclosure Certificate” means a certificate relating to the 2025 Bonds executed and delivered by the Borough with respect to compliance with paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission, as such certificate may be amended or supplemented from time to time in accordance with its terms.

“Government Obligations” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Loan Agreement” means the Loan Agreement between the Borough and the Bond Bank concerning the 2025 Bonds.

“Tax-Exempt 2025 Bonds” means 2025 Bonds the interest on which, at the time of issuance of such 2025 Bonds, is intended to be excluded from gross income under section 103 of the Code.

“2025 Bond Fund” means the Port Revenue Bond Fund, 2025, established by Section 11.

“2025 Bonds” means the Bonds authorized by this Series Resolution.

“2025 Debt Service Account” means the account of that name created in the 2025 Bond Fund by Section 11(a).

“2025 Reserve Account” means the account of that name created in the 2025 Bond Fund by Section 11(b).

“2025 Reserve Requirement” means, on any date, an amount equal to the least of (1) Maximum Annual Debt Service on the 2025 Bonds then Outstanding; (2) 125 percent of Average Annual Debt Service on the 2025 Bonds then Outstanding; (3) 10 percent of the initial proceeds of the 2025 Bonds; and (4) any lesser amount that is the maximum amount permitted from time to time under the Code, without subjecting such amount to yield restriction, to maintain the exclusion of interest on any Tax-Exempt 2025 Bond from gross income for federal income tax purposes.

“2025 Series Resolution” means this Resolution No. 07-25-1970, adopted on July 29, 2025.

Section 2. Authorization of 2025 Bonds and Purpose of Issuance. For the purpose of providing part of the funds required to pay the Costs of Construction of the Project, to reimburse the Borough for any expenditures on such Costs of Construction, to make any required deposit into the 2025 Reserve Account, and to pay all costs incidental thereto and to the issuance of the 2025 Bonds, the Borough hereby authorizes and determines to issue and sell the 2025 Bonds in one or more series under the Master Resolution in the aggregate principal amount not to exceed \$4,000,000.

Section 3. Obligation of 2025 Bonds. The 2025 Bonds shall be an obligation only of the 2025 Bond Fund and shall be payable and secured as provided herein and in the Master Resolution. The 2025 Bonds shall not in any manner or to any extent constitute general obligations of the Borough or the State of Alaska or of any political subdivision of the State of Alaska. Neither the faith and credit nor the taxing power of the Borough is pledged to the payment of the 2025 Bonds.

Section 4. Description of 2025 Bonds. Each 2025 Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. Each 2025 Bond shall be issued in the principal amount specified in the Loan Agreement, the aggregate of which shall not exceed \$4,000,000. Each 2025 Bond shall mature on the date specified in the Loan Agreement, which shall not be later than 30 years after the date of initial delivery. Each 2025 Bond shall be dated the date of its initial delivery, shall be in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. Subject to Section 2 and this section, the initial date of delivery, the principal amount, the annual principal payment dates and amounts and the semiannual interest payment dates, the interest rates to be borne by, and the tax status of interest on each 2025 Bond shall be determined by the Borough Representative and set forth in the Loan Agreement, and such determination shall be conclusively evidenced by the execution of the Loan Agreement under Section 15 by the Borough Representative. Interest on each 2025 Bond shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Section 5. Place and Medium of Payment. Each payment of principal of and interest on each 2025 Bond shall be made in lawful money of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. For so long as the Bond Bank is the Registered Owner of the 2025 Bonds, payments of principal thereof and interest thereon shall be made by the trustee for the Bond Bank Bonds as provided in the Loan Agreement. In the event that the Bond Bank is no longer the Registered Owner of the 2025 Bonds, payments of principal thereof and interest thereon will be made by check or draft mailed by first-class mail to the Registered Owner at the address for such Registered Owner appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal of and interest on each 2025 Bond will be payable at the office of the Registrar upon surrender of the 2025 Bond to the Registrar. If any principal installment of a 2025 Bond is not paid when due, the Borough shall pay interest on such principal installment (but only from the sources

pledged herein) at the same rate provided therein from and after its due date until such principal installment is paid in full or provision for payment thereof has been made.

Section 6. Optional Prepayment. The principal installments of the 2025 Bonds, if any, subject to optional prepayment by the Borough, the date or dates on which such 2025 Bonds are subject to optional prepayment, the terms upon which such 2025 Bonds may be prepaid, and the prepayment price or prices for such 2025 Bonds, shall be determined by the Borough Representative and set forth in the Loan Agreement, and their determination shall be conclusively evidenced by the execution of the Loan Agreement under Section 15 by the Borough Representative. If fewer than all of the principal installments of the 2025 Bonds are to be prepaid, the principal installments to be prepaid shall be determined by the Borough. Notice of any such prepayment shall be sent by the Borough not less than 50 days prior to the date fixed for prepayment by first class mail to the Registered Owner of the 2025 Bond at such Registered Owner's address as it then appears on the Bond Register. Notice of prepayment having been duly given and money for prepayment being held by the Borough in the 2025 Bond Fund, interest on the principal installments to be prepaid shall cease to accrue on the date fixed for prepayment.

Section 7. Form of 2025 Bond. Each 2025 Bond shall be in substantially the following form, with such variations, omissions, and insertions as may be required or permitted by this Series Resolution or the Master Resolution:

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY AND BOROUGH OF WRANGELL, ALASKA

No. _____

\$_____

PORT REVENUE BOND

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City and Borough of Wrangell, a municipal corporation of the State of Alaska (the "Borough"), acknowledges itself indebted and for value received promises to pay (but only from the sources pledged herein) to the Registered Owner set forth above, or its registered assigns, the principal amount set forth above in the following installments on _____ 1 of each of the following years, and to pay interest on each such principal installment from the date hereof until paid or provision for payment thereof has been made, payable on _____ 1, 20__ and semiannually thereafter on _____ 1 and _____ 1 of each year, at the following rates per annum:

Year	Principal Installment	Interest Rate	Year	Principal Installment	Interest Rate
------	--------------------------	------------------	------	--------------------------	------------------

For so long as the Alaska Municipal Bond Bank (the “Bond Bank”) is the Registered Owner, payments of principal hereof and interest hereon shall be made by the trustee for the Bond Bank Bonds as provided in the loan agreement between the Bond Bank and the Borough relating to this bond (the “Loan Agreement”). In the event that the Bond Bank is no longer the Registered Owner, payments of principal hereof and interest hereon will be made by check or draft mailed by first class mail to the Registered Owner at the address for such Registered Owner appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal of and interest on this bond will be payable at the office of the Finance Director of the Borough (the “Registrar”) upon surrender of this bond to the Registrar. Interest on this bond shall be computed on the basis of a 360-day year composed of twelve 30-day months.

This bond is a special obligation of the Borough and is one of the duly authorized port revenue bonds of the Borough designated “City and Borough of Wrangell, Alaska, Port Revenue Bonds” (the “Bonds”), issued and to be issued in various series under Resolution No. 07-25-1965 (the “Master Resolution”), adopted on July 29th, 2025, and Resolution No. 07-25-1970 (the “2025 Series Resolution,” and together with the Master Resolution, as it may be amended and supplemented from time to time, the “Resolution,”), adopted on June 10, 2025. As provided in the Master Resolution, the Bonds may be issued from time to time pursuant to Series Resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the Master Resolution is not limited, and all Bonds issued and to be issued under the Master Resolution are and will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Master Resolution.

This bond is one of a series of Bonds (as defined in the 2025 Series Resolution, the “2025 Bonds”) issued in the aggregate principal amount of \$4,000,000 under the Resolution for the purpose of providing part of the funds required to pay the Costs of Construction of improvements to Port of Wrangell’s waterfront infrastructure, municipal dock, and related infrastructure owned and operated by the Borough, to reimburse the Borough for any expenditures on such Costs of Construction, to make any required deposit into the 2025 Reserve Account, and to pay all costs incidental thereto and to the issuance of the 2025 Bonds.

Reference is made to the Resolution for a description of the rights of the Registered Owner and of the rights and obligations of the Borough thereunder, to all of the provisions of which Resolution the Registered Owner, by acceptance hereof, assents and agrees.

This bond is subject to prepayment at the option of the Borough in accordance with the applicable provisions of the Resolution and the applicable provisions of the Loan Agreement.

This bond shall be an obligation only of the 2025 Bond Fund and shall be payable and secured as provided in the Resolution. This bond shall not in any manner or to any extent constitute a general obligation of the Borough or the State of Alaska or of any political subdivision of the State of Alaska. Neither the faith and credit nor the taxing power of the Borough is pledged to the payment of this bond.

The Borough has irrevocably obligated and bound itself to set aside and pay out of Net Revenue into the 2025 Bond Fund, in the amounts and at the times specified in the Resolution, the amount necessary to pay principal or interest coming due on this bond and the 2025 Bonds. The Borough has irrevocably pledged the amounts to be paid into the 2025 Bond Fund, and the amounts in the 2025 Bond Fund, to the payment of the 2025 Bonds, and the Borough has declared the amounts so pledged to be a lien on Gross Revenue superior to all other liens and charges of any kind or nature whatsoever except for Operating Expenses and except for parity liens that may be made to secure payment of any series of Bonds issued in accordance with the provisions of the Master Resolution.

This bond is transferable as provided in the Resolution, (1) only upon the Bond Register, and (2) upon surrender of this bond together with a written instrument of transfer duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, and thereupon a new fully registered 2025 Bond in the same aggregate unpaid principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution upon the payment of charges, if any, as therein prescribed. The Borough may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or prepayment price, if any, hereof and interest due hereon and for all other purposes whatsoever.

IT IS HEREBY CERTIFIED and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and the ordinances and resolutions of the City and Borough of Wrangell, Alaska, and that all acts, conditions, and things required to happen, to be done, and to be performed precedent to and on the issuance of this bond have happened, been done, and been performed.

IN WITNESS WHEREOF, THE CITY AND BOROUGH OF WRANGELL, ALASKA, has caused this bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Borough Clerk, all as of the ____ day of _____, ____.

CITY AND BOROUGH OF WRANGELL,
ALASKA

_____/specimen/_____
Mayor

ATTEST:

_____/specimen/_____
Borough Clerk

[SEAL]

Section 8. Execution. Each 2025 Bond shall be executed in the name of the Borough by the manual or facsimile signature of the Mayor, and its corporate seal (or a facsimile thereof) shall be impressed or otherwise reproduced thereon and attested by the manual or facsimile signature of the Borough Clerk. The execution of a 2025 Bond on behalf of the Borough by any person who at the time of the execution is duly authorized to hold the proper office shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the 2025 Bond or shall not have held office on the date of the 2025 Bond.

Section 9. Registration.

(a) The 2025 Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Finance Director of the Borough as Registrar for the 2025 Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the office of the Borough.

(b) The Borough, in its discretion, may deem and treat the Registered Owner of each 2025 Bond as the absolute owner thereof for all purposes, and neither the Borough nor the Registrar shall be affected by any notice to the contrary. Each payment made as described in Section 5 shall be valid and shall satisfy and discharge the liability of the Borough on the 2025 Bond to the extent of the amount or amounts so paid.

(c) The 2025 Bonds may be transferred only upon the Bond Register. Upon surrender for transfer or exchange of a 2025 Bond at the office of the Registrar, with a written instrument of transfer or authorization for exchange in form and with guaranty of

signature satisfactory to the Registrar, duly executed by the Registered Owner or its duly authorized attorney, the Borough shall execute and the Registrar shall deliver a 2025 Bond of the same series, maturity, and interest rate, in equal aggregate principal amount, subject to such reasonable regulations as the Registrar may prescribe and upon payment sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid in connection with such transfer or exchange. The 2025 Bond surrendered for transfer or exchange shall be canceled by the Registrar.

(d) The Borough covenants that the Borough will maintain a system for recording the ownership of the 2025 Bonds that complies with the provisions of section 149 of the Code.

Section 10. 2025 Bonds Destroyed, Stolen, or Lost. Upon filing with the Registrar of evidence satisfactory to the Borough that a 2025 Bond has been destroyed, stolen, or lost and of the ownership thereof, and upon furnishing the Borough with indemnity satisfactory to it, the Borough shall execute and deliver a new 2025 Bond identical in all respects to the 2025 Bond destroyed, stolen, or lost. The person requesting the execution and delivery of the new 2025 Bond under this section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur in connection therewith.

Section 11. 2025 Bond Fund. A special fund of the Borough designated the "Port Revenue Bond Fund, 2025" is hereby created for the purpose of paying and securing the payment of the 2025 Bonds. The 2025 Bond Fund shall be held separate and apart from all other funds and accounts of the Borough and shall be a trust fund for the Registered Owners, from time to time, of the 2025 Bonds. For so long as the Bond Bank is the Registered Owner of any of the 2025 Bonds, the 2025 Bond Fund shall be held by the trustee for the Bond Bank Bonds and applied in accordance with Section 5 and this section.

(a) 2025 Debt Service Account. The 2025 Debt Service Account is hereby created in the 2025 Bond Fund for the purpose of paying the principal of and interest on the 2025 Bonds. The Borough hereby irrevocably obligates and binds itself, for as long as the 2025 Bonds remain Outstanding, to set aside and pay into the 2025 Debt Service Account from Net Revenue or money in the Port Revenue Fund: (1) approximately equal monthly deposits such that the amount projected to be on deposit on the next interest payment date for payment of interest will be sufficient to pay the interest scheduled to become due on the 2025 Bonds then Outstanding and (2) approximately equal monthly deposits such that the amount projected to be on deposit on the next principal payment date for payment of principal and premium, if any, will be sufficient to pay the principal and premium, if any, scheduled to become due on the 2025 Bonds then Outstanding.

(b) 2025 Reserve Account. The 2025 Reserve Account is hereby created in the 2025 Bond Fund for the purpose of securing the payment of the principal of and interest on the 2025 Bonds. On the date of issuance of the 2025 Bonds, the Borough shall deposit money in the 2025 Reserve Account equal to the 2025 Reserve Requirement. If a deficiency occurs in the 2025 Debt Service Account, the Borough shall withdraw or cause to be withdrawn

from the 2025 Reserve Account the amount sufficient to make up the deficiency and transfer or cause to be transferred such amount for deposit in the 2025 Debt Service Account. The Borough shall make up any deficiency in the 2025 Reserve Account resulting from such a withdrawal within one year out of Net Revenue or out of any other money legally available for such purpose, after providing for the payments required to be made into the 2025 Debt Service Account within such year.

The money in the 2025 Reserve Account shall never be invested at a yield in excess of the yield on the Bond Bank Bonds.

Any amount in the 2025 Reserve Account in excess of the 2025 Reserve Requirement for the 2025 Bonds may be transferred to the 2025 Debt Service Account and used to pay when due the principal of and interest on the 2025 Bonds. Whenever there is a sufficient amount in the 2025 Bond Fund, including the 2025 Reserve Account and the 2025 Debt Service Account, to pay the principal of and interest on all Outstanding 2025 Bonds, the amount in the 2025 Reserve Account may be used to pay such principal and interest, and no further deposits need be made into the 2025 Bond Fund.

(c) Pledge and Lien. The Borough hereby irrevocably pledges the amounts to be paid into the 2025 Bond Fund, and the amounts in the 2025 Bond Fund, to the payment of the 2025 Bonds, and the amounts so pledged are hereby declared to be a lien on Gross Revenue superior to all other liens and charges of any kind or nature whatsoever except for Operating Expenses and except for parity liens that may be created to secure payment of any series of Bonds issued in accordance with the provisions of the Master Resolution.

Section 12. Disposition of the Sale Proceeds of the 2025 Bonds.

(a) Accrued interest on the 2025 Bonds, if any, shall be deposited in the 2025 Debt Service Account and used to pay interest on the 2025 Bonds.

(b) Sale proceeds of the 2025 Bonds in an amount sufficient to make the balance in the 2025 Reserve Account equal to the 2025 Reserve Requirement shall be deposited in the 2025 Reserve Account.

(c) The remaining sale proceeds of the 2025 Bonds shall be used to pay Costs of Construction of the Project, to reimburse the Borough for any expenditures on such Costs of Construction, and to pay all costs incidental thereto and to the issuance of the 2025 Bonds.

Section 13. Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Tax-Exempt 2025 Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the 2025 Bonds that will cause any Tax-Exempt 2025 Bond to be an "arbitrage bond" subject to federal income taxation by reason of section 148 of the Code.

Section 14. Defeasance. Payment of all or any principal installments of the 2025 Bonds may be provided for by the irrevocable deposit in trust of cash, noncallable Governmental Obligations, or any combination thereof. The cash and the maturing principal and interest income on such Government Obligations, if any, must be sufficient and available without reinvestment to pay when due such principal, whether at maturity or upon fixed prepayment dates, together with interest thereon. The cash and Government Obligations shall be held irrevocably in trust for the Registered Owner of the 2025 Bonds solely for the purpose of paying such principal and interest as the same shall mature or become payable upon prepayment, and, if applicable, upon the giving of notice of prepayment and notification to the Registered Owner that the deposit required by this section has been made and that such principal is deemed to be paid in accordance with this Series Resolution. Such principal shall no longer be deemed Outstanding hereunder. The obligation of the Borough in respect of such principal and interest shall nevertheless continue but the Registered Owner shall thereafter be entitled to payment only from the cash and Government Obligations deposited in trust to provide for the payment of such principal and interest.

Section 15. Sale of 2025 Bonds. The 2025 Bonds shall be sold by negotiated sale to the Bond Bank as provided in the Loan Agreement. The preliminary official statement relating to the Bond Bank Bonds in substantially the form filed with this Series Resolution, a final official statement relating to the Bond Bank Bonds in substantially the form of such preliminary official statement, and the distribution of each in connection with the sale of the Bond Bank Bonds are approved. Each Borough Representative is authorized to provide such information for inclusion in such preliminary official statement and final official statement as such Borough Representative may deem necessary or desirable in connection with the sale of the Bond Bank Bonds. The Loan Agreement in substantially the form filed with this Series Resolution is approved. Each Borough Representative is authorized to execute and deliver the Loan Agreement in such form, together with such changes not inconsistent herewith as may be approved by the Borough Representative, and such approval shall be conclusively evidenced by the execution of the Loan Agreement by the Borough Representative.

Section 16. Authority of Officers. Each Borough Representative is authorized and directed to do and perform all things and determine all matters not determined by the Master Resolution or this Series Resolution, to the end that the Borough may carry out its obligations under the 2025 Bonds, the Master Resolution, and this Series Resolution, including the execution and delivery of a depositary agreement with the trustee for the Bond Bank Bonds relating to the 2025 Bond Fund. The legal representative of the Borough is further authorized and directed to prepare and deliver the certificates, letters, and opinions required under the Loan Agreement. No recourse shall be had for the payment of the principal of or the interest on the 2025 Bonds or for any claim based thereon or on the Master Resolution or this Series Resolution against any member of the Assembly or officer of the Borough or any person executing the 2025 Bonds.

Section 17. Continuing Disclosure Certificate. The Continuing Disclosure Certificate in substantially the form filed with this Series Resolution is approved. Each Borough Representative is authorized to execute and deliver the Continuing Disclosure

Certificate in such form, together with such changes not inconsistent herewith as may be approved by the Borough Representative, and such approval shall be conclusively evidenced by the execution of the Continuing Disclosure Certificate by the Borough Representative.

Section 18. Severability. If any one or more of the covenants or agreements set forth in this Series Resolution to be performed on the part of the Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in the Master Resolution and this Series Resolution and shall in no way affect the validity of the other provisions of the 2025 Bonds or of the Master Resolution or this Series Resolution.

Section 19. Effective Date. This Series Resolution shall become effective immediately.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, this 29th day of July, 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>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1969 A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AN ACCOUNTS RECEIVABLE OFFSET BETWEEN THE CITY AND BOROUGH OF WRANGELL AND WRANGELL PUBLIC SCHOOLS AND AUTHORIZING REMITTANCE OF THE NET BALANCE TO THE CITY AND BOROUGH OF WRANGELL

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Amount Budgeted:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Account Number(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> <p>Account Name(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table>												

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

ATTACHMENTS: 1. Res 07-25-1969

RECOMMENDATION MOTION

Move to approve Resolution 07-25-1969.

SUMMARY STATEMENT

BACKGROUND:

In 2023, the City and Borough of Wrangell (Borough) contracted with NorthWind Architects to perform a condition assessment of Wrangell Public Schools (WPS) facilities to support the District's

application to the State of Alaska Department of Education and Early Development Major Maintenance Grant Program. The total cost of the assessment was \$278,441.41. WPS agreed to reimburse the Borough for these costs. To date, \$181,666.41 has been reimbursed, leaving an unpaid balance of \$86,183.18 due from WPS to the Borough.

Separately, on August 11, 2021, the Borough Assembly approved reimbursement to WPS in the amount of \$70,906.00 for HVAC upgrades and associated costs incurred by WPS and paid to Meridian Systems. This amount remains unpaid by the Borough and has carried forward on WPS's financial statements as an accounts receivable.

To resolve these long-standing obligations, Borough staff and WPS administration propose offsetting the balances, resulting in a net amount of \$15,277.18 due to the Borough. WPS has agreed to remit this amount no later than August 31, 2025.

WHAT THIS RESOLUTION DOES:

- Authorizes an accounts receivable offset between the Borough and WPS.
- Approves clearing the Borough's payable of \$70,906.00 against WPS's payable of \$86,183.18.
- Directs WPS to remit the net amount of \$15,277.18 to the Borough by August 31, 2025.
- Authorizes the Borough Manager to take all necessary steps to finalize the transaction and ensure accurate financial reporting.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 07-25-1969

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING AN ACCOUNTS RECEIVABLE OFFSET BETWEEN THE CITY AND BOROUGH OF WRANGELL AND WRANGELL PUBLIC SCHOOLS AND AUTHORIZING REMITTANCE OF THE NET BALANCE TO THE CITY AND BOROUGH OF WRANGELL

WHEREAS, Wrangell Public Schools ("WPS"), a discrete component unit of the City and Borough of Wrangell ("Borough"), entered into an agreement with the Borough in 2023 for reimbursement of costs related to a condition assessment performed by NorthWind Architects to support WPS's application to the State of Alaska Department of Education and Early Development Major Maintenance Grant Program; and

WHEREAS, the Borough incurred project costs totaling \$278,441.41, of which \$181,666.41 has been reimbursed by WPS, leaving an unpaid balance of \$86,183.18 due from WPS to the Borough; and

WHEREAS, on August 11, 2021, the Borough Assembly approved reimbursement to WPS in the amount of \$70,906.00 for HVAC-related costs paid by WPS to Meridian Systems, which amount remains unpaid by the Borough; and

WHEREAS, the Borough and WPS mutually desire to resolve these longstanding obligations by offsetting the accounts receivable between the two entities; and

WHEREAS, after applying the approved offset, the net amount owed to the Borough is \$15,277.18 (\$86,183.18 due to the Borough less \$70,906.00 owed to WPS), which the Borough and WPS agree should be remitted to the Borough on or before August 31, 2025; and

WHEREAS, this resolution memorializes the offset and authorizes the Borough Manager to execute any necessary actions to carry out this intent.

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

Section 1. The Assembly hereby approves the offset of accounts receivable between the City and Borough of Wrangell and Wrangell Public Schools as described above.

Section 2. Wrangell Public Schools shall remit the net amount of \$15,277.18 to the Borough on or before August 31, 2025.

Section 3. The Borough Manager is authorized to take all necessary actions to implement this resolution and ensure proper accounting of these transactions.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF
WRANGELL, ALASKA, this 29th day of July, 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>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1963 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOT C-1, OF THE WCA REPLAT TO WRANGELL COOPERATIVE ASSOCIATION

<p><u>SUBMITTED BY:</u></p> <p>Mason Villarma, Borough Manager</p>	<p><u>FISCAL NOTE:</u></p> <p>Expenditure Required:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table> <p>Amount Budgeted:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table> <p>Account Number(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table> <p>Account Name(s):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>												

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

ATTACHMENTS: 1. RES 07-25-1963

RECOMMENDATION MOTION

Move to approve Resolution No. 07-25-1963.

SUMMARY STATEMENT

This Resolution accepts the revenue for the sale of Lot C-1, WCA Replat for the amount of \$496,066.00 into the Industrial Construction Fund.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 07-25-1963

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE INDUSTRIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOT C-1, OF THE WCA REPLAT TO WRANGELL COOPERATIVE ASSOCIATION

WHEREAS, the Borough Assembly authorized the sale of the Industrial Lot C-1, by Resolution (06-25-1952); and

WHEREAS, the FY25 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 C-1, WCA Replat, consisting of 248,033 square feet, was sold to Wrangell Cooperative Association.

Section 6: The FY26 Budget in the Industrial Construction Fund is amended to reflect an increase in revenue to account number 52000-000-4650 in the amount of \$496,066.00.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 29th DAY OF July, 2025.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1964 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOT B-1, OF THE WCA REPLAT TO BRUCE SMITH JR.

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. RES 07-25-1964

RECOMMENDATION MOTION

Move to approve Resolution No. 07-25-1964.

SUMMARY STATEMENT

This Resolution accepts the revenue for the sale of Lot B-1, WCA Replat for the amount of \$43,934.00 into the Residential Construction Fund.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 07-25-1964

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOT B-1, OF THE WCA REPLAT TO BRUCE SMITH JR.

WHEREAS, the Borough Assembly authorized the sale of Residential Lot B-1, by Resolution (06-25-1951); and

WHEREAS, the FY25 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 B-1, WCA Replat, consisting of 21,967 square feet, was sold to Bruce Smith Jr.

Section 6: The FY26 Budget in the Residential Construction Fund is amended to reflect an increase in revenue to account number 50000-000-4650 in the amount of \$43,934.00.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 29th DAY OF July, 2025.

CITY & BOROUGH OF WRANGELL

Patricia Gilbert, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	July 29, 2025
	<u>Agenda Section</u>	13

RESOLUTION No. 07-25-1967 OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOTS 14A AND 15A, BLOCK 83-A, PLAT 2004-9, TO JOHN AGOSTINE

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Expenditure Required:

Amount Budgeted:

Account Number(s):

Account Name(s):

Reviews/Approvals/Recommendations

☐

Name(s)

Name(s)

☐

Attorney

☐

Insurance

ATTACHMENTS: 1. RES 07-25-1967

RECOMMENDATION MOTION

Move to approve Resolution No. 07-25-1967.

SUMMARY STATEMENT

This Resolution accepts the revenue for the sale of Lots 14a and 15a, Block 83-a, Plat 2004-9.

The total for the two lots was \$45,600.

The assembly approved refunding Mr. Agostine \$4,413.07, due to a manifest error in the tideland lease rent payments.

Therefore, the total revenue for these two lots is \$41,186.93.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 07-25-1967

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY26 BUDGET IN THE RESIDENTIAL CONSTRUCTION FUND BY ACCEPTING THE REVENUE FROM THE SALE OF LOTS 14A AND 15A, BLOCK 83-A, PLAT 2004-9, TO JOHN AGOSTINE

WHEREAS, the Borough Assembly authorized the sale of residential borough-owned tidelands – Lots 14a and 15a, Block 83-a, Plat 2004-9, by Resolution (07-25-1956); and

WHEREAS, the Borough Assembly approved Resolution 06-25-1947 that authorized the refund of \$4,413.07 due to a manifest error in his tidelands lease rent payments; and

WHEREAS, the total amount of the sale less the refund is \$41,186.93; and

WHEREAS, the FY25 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: Lots 14a and 15a, Block 83-a, Plat 2004-9, was sold to John Agostine.

Section 6: The FY26 Budget in the Residential Construction Fund is amended to reflect an increase in revenue to account number 50000-000-4650 in the amount of \$41,186.93.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 29th DAY OF July, 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>	July 29, 2025
	<u>Agenda Section</u>	15

Executive Session: Discuss potential Options for developing the Waterfront Property

SUBMITTED BY:

Mason Villarma, Borough Manager

FISCAL NOTE:

Amount Budgeted:

Account Number(s):

Account Name(s):

Unencumbered Balance(s) (prior to expenditure):

Reviews/Approvals/Recommendations

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

ATTACHMENTS: 1. None.

RECOMMENDATION MOTION I move, pursuant to 44.62.310 (c)(1)&(2), that we recess into executive session to discuss matters waterfront development, the immediate knowledge of which would clearly have an adverse effect upon the finances of the borough, specifically to discuss with the Borough Manager, Potential Options for developing the Water Front Property.

SUMMARY STATEMENT:

None.